



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- ehtm.cle.ctc@optcl.co.in

TENDER SPECIFICATION NO: ETCN/13/CTC/2023-24

**PCC WORK WITH METAL SPREADING IN 132kV & 33kV SWITCHYARD AT 132/33kV
GRID SUBSTATION CHOUDWAR**

PART-I

- SECTION-I: INSTRUCTION TO TENDERERS.**
SECTION-II: GENERAL CONDITIONS OF CONTRACT
SECTION-III: SCHEDULE OF QUANTITY
SECTION IV: LIST OF ANNEXURES

PART-II

PRICE BIDS & TECHNOCOMMERCIAL BID (EXCEL SHEET FORMAT)

| | |
|---|---|
| Request for online tender documents: | From dt: 28.11.2023 (10.30 Hrs) |
| | To dt: 12.12.2023 (12.30 Hrs) |
| Issue of online tender documents (bid sheets): | From dt: 28.11.2023 (10:31 Hrs) |
| | To dt: 12.12.2023 (12:31 Hrs) |
| Last date of submission of online tender: | Up to dt: 12.12.2023 (17:30 Hrs) |
| Date of opening of Techno-commercial bid: | On dt: 13.12.2023 (15:30 Hrs Onwards) |
| Date of opening of Price Bid: | To be intimated after finalization of Techno-commercial bid. |

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.**



ଓଡ଼ିଶା ବିଦ୍ୟୁତ ଶକ୍ତି ସଂଚାରଣ ନିଗମ ଲିଃ.

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.ctc@optcl.co.in

E-TENDER NOTICE NO: 13/CTC/2023-24

For and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD, General Manager, EHT (O&M) Circle, Cuttack invites Tenders from reputed bidders fulfilling the eligibility criteria of possessing valid I.T. Pan Card/ GST registration & clearance certificates, valid EHT/HT contractor license, valid Class ‘C’ or above Civil Contractor’s license, registered with the State Government and Contractors of the Equivalent Grade / Class Registered with Central Government / MES / Railways, valid EPF & ESI registration for the work of “**PCC WORK WITH METAL SPREADING IN 132kV & 33kV SWITCHYARD AT 132/33kV GRID SUBSTATION CHOUDWAR**”. The interested bidders would be required to enroll themselves on the tender portal www.tenderwizard.com/OPTCL. Complete set of bidding documents shall be available at www.tenderwizard.com/OPTCL from **28.11.2023 (10.31 Hrs) up to 12.12.2023 (12.31 Hrs)**. Interested bidders may visit OPTCL’s official web site <http://www.optcl.co.in> and 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 only.

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



ଓଡ଼ିଶା ବିଦ୍ୟୁତ ଶକ୍ତି ସଂଚାରଣ ନିଗମ ଲିଡ଼.

ODISHA POWER TRANSMISSION CORPORATION LTD,

(A Government of Odisha Undertaking)

CIN – U40102OR2004SGC007553

REGD. OFFICE: JANPATH, BHUBANESWAR – 751 022,

OFFICE OF THE GENERAL MANAGER, (Elect)

EHT (O&M) Circle, Cuttack

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

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

E-TENDER NOTICE NO: 13/CTC/2023-24

NOTICE INVITING TENDER

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 the work of “*PCC Work with metal spreading of 132kV & 33kV Switchyard at 132/33kV Grid Substation, Choudwar*” as per the following details:

| | |
|--|--|
| A) Tender Specification No: | EHTM/GM/ETCN/13/CTC/2023-24 |
| B) <u>Important dates</u> | |
| Request for online tender documents: | From dt: 28.11.2023 (10.30 Hrs) To dt: 12.12.2023 (12.30 Hrs) |
| Issue of online tender documents (bid sheets): | From dt: 28.11.2023 (10:31 Hrs) To dt: 12.12.2023 (12:31 Hrs) |
| Last date of submission of online tender: | Up to dt: 12.12.2023 (17:30 Hrs) |
| Date of opening of Techno-commercial bid: | On dt: 13.12.2023 (16:30 Hrs Onwards) |
| Date of opening of Price Bid: | To be intimated after finalization of Techno-commercial bid. |
| C) Estimated Value of work: | Rs 22, 03,203/- (Inclusive of GST @ 18%) |
| D) Cost of Tender Specification Document: | Rs 7,080/- (Incl. GST@18%) |
| E) Earnest Money Deposit: | Rs 22,032/- |
| F) Tender Processing Fees: | Rs 2,600/- |

G) 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:

| <u>Technical Criteria</u> | | |
|----------------------------------|--|---|
| | Description of Criteria | Required Supporting Document |
| 1. | <p>I. The Bidder shall have successfully completed similar works during last 3(three) years ending on 31/03/2023 as per any one of following:</p> <p>a) Three (3) similar completed works costing not less than the amount equal to 40% of the estimated cost i.e., Rs.8.81 lakhs. Or</p> <p>b) Two (2) similar completed works costing not less than the amount equal to 50% of the estimated cost i.e. Rs.11.01 lakhs. Or</p> <p>c) One (1) similar completed works costing not less than the amount equal to 80% of the estimated cost i.e. Rs.17.62 lakhs.</p> <p>II. Date of award of all the work order in (a), (b) & (c) must be within 3(three) years ending on 31/11/2023. Work order with date of award prior to 31/11/2020 will not be considered for (a), (b) & (c)</p> <p>III. The bidding firm should have experience of having successfully undertaken similar nature of work.</p> <p>IV. Similar nature of work shall mean “Civil works related to 220, 132, or 33kV Switchyards/ EHT Tower lines; other EPC works related to construction of switchyards/ EHT Tower lines.”</p> | <p>I. Copy of supporting work 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 Form T4.</p> <p>II. The bidders shall upload the scanned copy of legibly written user’s certificate to prove the satisfactory performance of the work executed for a minimum period of 1 (one) years from the date of completion.</p> |
| 2. | <p>I. Bidders should possess valid EHT / HT electrical contractor license in order to take up the PCC & metal spreading work at 132kV & 33kV Switchyard of 132/33kV Choudwar Grid SS.</p> <p>II. Bidders should possess valid Class ‘C’ or above Civil Contractor’s license, registered with the State Government and Contractors of the Equivalent Grade / Class Registered with Central Government / MES / Railways,</p> <p>III. Bidders should possess valid EPF & ESI registration</p> | <p>I. Copies of EHT/ HT Electrical Contractor licenses, issued by such as ELBO under Dept. of Energy, Govt. of Odisha or any such approved bodies under the Energy Departments of respective State Governments</p> <p>II. Copies of Civil Contractor’s license registered with the State Government and of Equivalent Grade / Class Registered with Central</p> |

| | | |
|----------------------------------|---|--|
| | | Government / MES / Railways III. Copies of EPFO Registration, ESIC Registrations |
| 3. | 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 | I. Valid UDYAM Registration certificate registered under District Industries Centres of Odisha. The <i>nature of work</i> should be detailed under National Industry Classification Code in the UDYAM registration certificate II. Valid NSIC registration Certificate (if any) |
| 4. | 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. |
| 5. | The bidder, whose contract in the past was terminated by OPTCL during the contract period due to unsatisfactory performance, will not be eligible for participation. | Submission of notarized undertaking of the bidder regarding non-termination of contract during the contract execution period by OPTCL in past. |
| 6. | 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. | Annexure 4 to be filled in non-judicial stamp paper of worth Rs.50/- and to be Notarized and submitted by the bidder. |
| 7. | 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 notarized undertaking of the bidder regarding the firm having no legal dispute with OPTCL |
| <u>Financial Criteria</u> | | |
| 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 Minimum Average Annual financial turnover during the last 3 (Three) consecutive financial years, ending 31/03/2023 shall not be less than 30% of the estimated cost i.e. Rs.6.61 lakhs | Duly attested copy from the statutory auditor / chartered accountant has to be provided certifying Organizations turn over during last three financial years in Form – T6 . Attested audited Balance Sheet & P/L A/C for the last three financial years (2020-21, 2021-22 & 2022-23, 2023-24 (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 Form T3 |
| 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 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 |
| 7. | The bidding firm should not be having any outstanding dues to be paid to OPTCL. | Submission of notarized undertaking / affidavit that the bidder does not have any outstanding dues to be paid to OPTCL |

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 2,600/- (Rupees Two Thousand Six Hundred) 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, Net Banking)

The payment acknowledgement slip should be submitted along with the Demand Drafts of EMD & 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 the payment acknowledgement slip of 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 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 TENDERER

| <u>Clause No</u> | <u>Title</u> | <u>Page No</u> |
|-------------------------|---|-----------------------|
| 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 to the Tenderers | |

PART-I
SECTION-I
INSTRUCTIONS TO TENDERER

1. Submission of Bids:

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

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 act and other as applicable.

a) For all the users it is mandatory to avail the Class 3 Digital Signatures.

b) Service Providing Firms / Bidders are requested to follow the below mentioned steps for Registration:

(i) Click “Register”, fill the online registration form.

(ii) Pay the amount of **Rs. 2360/-** through **E-payment gateway**.

(iii) This registration is valid for one year.

(iv) Send the acknowledgment copy for verification.

(v) As soon as the verification is being done the e-tender user id will be enabled.

c) 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.

d) If any Bidder wants to participate in the tender, he will have to follow the instructions given below:

(i) Insert the PKI (which consist of your Digital Signature Certificate – Class 3) in your System.

(Note: Make sure that necessary software of PKI is installed in your system).

(ii) Click / Double Click to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer).

(iii) Go to Start > Programs > Internet Explorer.

(iv) Type www.tenderwizard.com/OPTCL in the address bar, to access the Login Screen.

(v) Enter e-tender User Id and Password, click on “Go”.

(vi) 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

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

- (i) Click “Un Applied” to view / apply for new tenders.
- (ii) Click on Request icon for online request.
- (iii) Enter the required fields including details of D.D for tender Processing fee.
- f) After making the request Bidders will receive the Bid Documents which can be checked and downloaded by following the steps mentioned below:
- (i) Click to view the tender documents which are received by the user.
- (ii) Tender document screen appears.
- (iii) Click “Click here to download” to download the documents.
- g) After completing all the formalities Bidders will have to submit the tender and they must take care of following instructions.
- (i) Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not.
- (ii) Note down / take a print of bid control number once it displayed on the screen
- h) Tender Opening event can be viewed online.
- i) Competitors bid sheets are available in the website for all.
- j) **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 CONDITIONS OF CONTRACT

SECTION-III: TECHNICAL SPECIFICATION AND SCHEDULE OF QUANTITY

SECTION IV: LIST OF ANNEXURES

Part-II Consists of

TECHNOCOMMERCIAL BID and PRICE BID (excel sheet)

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

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 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 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 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 work at the time of placing orders. Initially, OPTCL may place order for a smaller quantum of work with full freedom to place extension orders for

further increase in the scope of the work under similar terms and conditions of the original orders. **Orders may also be split among more than one bidder for any particular item or division wise for the work, if considered necessary in the interest of the OPTCL.**

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-11, 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.

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

(ii) **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 work 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 as per the Clause No 27 of Section II, GTCC: Termination for default
- 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 bidders are requested to keep the validity of their offer 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 rate 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 additional charges, taxes etc. will be paid. The price should be firm and shall include the cost of all the materials, labour and transportation of all the materials to site including mobilization to complete the work in all respect and also shall cover all incidental expenses towards execution of works including T&P etc. No deviation from FIRM PRICE will be entertained irrespective of deviation Clause No.11, Section II 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 Tender Document:

Tenderers are expected to be fully conversant with the meaning of all the clauses of the tender document 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 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-14, Section IV**. 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 (1st slot) 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) EHT/ HT contractor license, Class 'C' or above Civil Contractor License, EPF & ESI registration certificate, GST Registration and Clearance certificate. Permanent account number [PAN] of the firm is required under Income tax Act. (Scanned copy to be uploaded).
- g) **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 (2020-21, 2021-22, 2022-23 & 2023-24 (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/s shall not be accepted.

19. General: -

- i. The tenderers must get themselves registered in e-tender portal by paying an amount of **Rs.2360/- through e-payment mode only**. This registration is valid for two years.
- ii. The tender paper cost (Form fee non refundable) for an amount of **Rs 7080/- including GST@18%** is to be paid in shape of DD only.
- iii. The tender processing fee for an amount of **Rs 2,600/- only (Non-refundable)** is to be paid in e-payment mode only.

- 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. **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.**
- 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 Bidder should visit the site before quoting rates for tender participation: The estimated quantity is indicated 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.**
- xi. The successful bidder shall not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which, in the opinion of the purchaser, might be deemed to have reasonably been inferred to be existing as such, before commencement of the Work Contract.
- xii. **The tenderer must observe all the safety rules while working in EHV environment.**

Sd/-

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

SECTION-II
GENERAL TERMS AND CONDITIONS OF CONTRACT (G.T.C.C)

| <u>Clause No</u> | <u>Title</u> | <u>Page No</u> |
|-------------------------|--|-----------------------|
| 1 | Scope of the contract. | |
| 2 | Definition of terms | |
| 3 | Manner of execution | |
| 4 | Period of Execution | |
| 5 | Sub-Contracting | |
| 6 | Consignee | |
| 7 | Paying Officer | |
| 8 | Bidder's Due diligence, Inspection & Investigation | |
| 9 | Inspection / Supervision | |
| 10 | Language and measures | |
| 11 | Deviation from Specification | |
| 12 | Right to reject/accept any tender | |
| 13 | Compensation / Indemnity Declaration | |
| 14 | Safety | |
| 15 | Extension of Time | |
| 16 | Guarantee Period | |
| 17 | GST Registration and Compliance Certificates | |
| 18 | Quantity Variation | |
| 19 | Bank Guarantee towards Security Deposit, 100% Payment and Performance | |
| 20 | Terms of Payment | |
| 21 | Price Reduction for Delay in Completion of Contract | |
| 22 | Evaluation of Technical Proposals | |
| 23 | Evaluation of Price Bids | |
| 24 | Validity | |
| 25 | Award Criteria | |
| 26 | Notification of Award | |
| 27 | Termination for Default | |
| 28 | Termination for Insolvency | |
| 29 | Force Majeure | |
| 30 | Arbitration | |
| 31 | Jurisdiction of High Court of Odisha | |
| 32 | Interpretation | |
| 33 | Notices | |
| 34 | Correspondences | |
| 35 | General Miscellaneous Clauses | |
| 36 | Outright rejection of Tenders | |

SECTION-II

GENERAL TERMS AND CONDITIONS OF CONTRACT (G.T.C.C)

1. SCOPE OF THE CONTRACT:

The scope of contract covers “PCC work with metal spreading in 132kV & 33kV switchyard” as per the specification and quantity mentioned in the specification including supply of all materials, labour, T&P, transportation & mobilization to site for completion of the work in all respects”.

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.

- a) “The Purchaser” shall mean the General Manager, EHT (O&M) Circle, Cuttack for and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD, Bhubaneswar.
- b) “The Engineer” shall mean the Engineer appointed by the Purchaser for the purpose of this contract.
- c) “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.
- d) “The Contractor” shall mean the bidder whose bid has been accepted by the purchaser and shall include the bidder’s executives, administrators, successors and permitted assignees.
- e) “Contract Price” shall mean the sum named in or calculated the bid.
- f) “General Condition” shall mean these General Terms and Conditions of Contract.
- g) 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.
- h) “Month” shall mean “Calendar month”.
- i) Writing” shall include any manuscript, type written, printed or other statement reproduction in any visible form and whether under seal or under hand.
- j) “FOR Destination costs” shall mean the cost at our work site. The GST is to be calculated extra.
- k) The term “Contract document” shall mean and include GTCC, specifications, form of tender, Notice Inviting Tender, covering letter, schedule of prices or the final General Conditions, any special conditions, applicable to the particular contract.
- l) Terms and conditions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act, failing that, as in the ODISHA General Clauses Act.

3. MANNER OF EXECUTION:

All the work shall be taken as per the civil engineering procedure and as per the instruction of consignee. The work is to be done while strictly adhering to the Technical Specification and conforming to the schedule of quantity as stipulated in **Section III**.

4. PERIOD OF EXECUTION: -

The work shall be carried out and completed in all respect within **45 days** from the date of issue of this work order.

5. SUBCONTRACTING: -

The work shall not in any manner or to any degree be sub-contracted. The contractor/agency shall not assign, either in whole or in part, its contractual duties, responsibilities, and obligations to a second party to perform the contract. In the event of the contractor/ agency contravening this condition, OPTCL / purchaser shall be entitled to place the contract elsewhere at risk and cost of contractor/agency. The contractor/ agency shall be liable for any loss or damage, which the office may suffer in consequence of or arising out of such replacement and such shall be recovered from the bills payable to him or the performance security deposited by him.

6. CONSIGNEE

Sub-Divisional Officer, 132/33kV Grid Sub-station, Choudwar

7. PAYING OFFICER

DGM, EHT (O&M) Division, Choudwar

8. BIDDERS' DUE DILIGENCE, INSPECTION AND INVESTIGATION:

The Bidders shall be deemed to have conducted a due diligence exercise with respect to all aspects of the work, including a detailed survey of the site and information / data provided by OPTCL in the tender specification, when they submit the proposal. Interested Bidders are invited to visit and inspect the site at their own expense. Failure to investigate fully the site or subsurface conditions shall neither be a valid ground to relieve the Bidder subsequently after acceptance of their bid nor shall it relieve the Bidder from any responsibility for estimating the difficulty or costs of successfully completing the work.

9. INSPECTION / SUPERVISION: - Necessary inspection/ supervision of the work will be done by the consignee during execution of work. The materials to be used are to be inspected by the Consignee before taking up the work.

10. LANGUAGE AND MEASURES:

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

11. 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.

12. 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 bill of quantities** at the time of placing final purchase order. After placing of the order, **the purchaser may defer the execution of the said work**. It may be clearly understood by the Tenderer that the purchaser need not assign any reason for any of the above action [s].

13. COMPENSATION & INDEMNITY DECLARATION: The Contractor shall be fully responsible for payment of compensation, arising whatsoever in the case of any accident/ injury to the workmen deployed by the agency under the Workmen Compensation Act. OPTCL in no way will be responsible for payment of any compensation. The Contractor shall pay all claims/ compensation/ damages/ penalty/ fine or any amount payable to the individual/ authority payable due to accident/ injury to the person deployed by the agency and shall indemnify OPTCL for any liability to pay under any applicable acts or rules and furnish duly signed indemnity bond. **The format for the indemnity bond that is to be carried out on non-judicial stamp paper of value Rs 30/- as per Annexure No. 5. The contractor is fully responsible for any loss or damage of OPTCL property caused during the course of execution of the work and the cost of such damage shall be borne by the contractor.** The contractor is fully responsible for any loss or damage of OPTCL property caused during the course of execution of the work and the cost of such damage shall be borne by the contractor.

14. SAFETY: Adherence to statutory Safety practices at work site: As per CEA regulations, 2011 (Safety requirements for construction, operation and Maintenance of Electrical plants and Electric lines). The contractor will supply all the ISI marked personal protective equipment (PPE) like Helmet, Safety Shoe, Hand Gloves, and Safety Belt etc. at their own cost to the deployed persons that shall work in Extra High Voltage System while adhering to mandatory

work site safety practices. The safety of contract personnel (Skilled, Semi-skilled or Unskilled) deployed by the contractor shall be sole responsibility of the contractor

15. EXTENSION OF TIME: -

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

16. GUARANTEE PERIOD: -

The guarantee period for this contract shall be One Year (12 months) from the date of completion of the work. Any defect / deviation if noticed during this period shall be immediately rectified free of cost on written notice from the consignee, failing which the performance security deposit shall be forfeited.

17. GST REGISTRATION AND CLEARANCE CERTIFICATE, PAN CARD, ESI/EPF REGISTRATION, EHT/HT LICENSE, CIVIL LICENSE:

Clear attested photocopies of IT PAN, Valid GST registration & clearance certificate, Class 'C' and above Civil License, EHT / HT contractor license issued by Govt of Odisha and ESI & EPF Registration Certificates, valid on the date of opening of tender should be submitted along with tender, without which tender will be rejected. The Contractor may be requested to produce original PAN card, GST registration and clearance certificate as applicable & EHT / HT contractor license, ESI & EPF Registration Certificates all other relevant documents for verification. Those who fail to produce the same and found not to be valid on the date of opening of tender, their tenders will be rejected.

18. QUANTITY VARIATION: The schedule of quantity may undergo revision at the time of the placement of work order.

19. B.G. TOWARDS PERFORMANCE SECURITY DEPOSIT AGAINST 100% PAYMENT:

- a) The Contractor is required to deposit an amount of **10% (Ten percent)** of the contract value / work order (Including GST) (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)**) amount towards **Performance Security Deposit** in shape of **Composite Bank Guarantee** from a Nationalized Bank having a place of business at Cuttack drawn in favour of "**EHT (O&M) Division, OPTCL, Choudwar**" payable at **Choudwar** within 15 days on receipt of the letter of award / order. **No other form of deposit will be entertained.** The BG Agreement shall be

executed on non-judicial stamp paper worth of Rs.100.00 [Rupees One Hundred] only or as per the prevalent rules. The BG shall remain **valid for a period of 2 months after the last date of guarantee period** and submitted to the **paying authority** for scrutiny and acceptance, failing which the work order will be liable for cancellation without any further written notices. The BG should be accompanied by a confirmation letter from the concerned bank and should have provision for encashment at 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 the event of any breach of the terms of the contract by the Contractor or any loss or damage occurred to the OPTCL which in the opinion of the OPTCL has arisen, the decision whereof shall be final and binding on the Contractor or in the event of the termination of the contract or for any such breach, the Performance Security Deposit is liable to be forfeited. The decision of forfeiture shall be final and binding on the Contractor.
- d) The aforesaid BG shall be returned to the Contractor after successful completion of the guaranteed obligations under the contract
- e) The Bank Guarantee Format is provided at **Annexure No -3, Section-V**

20. TERMS OF PAYMENT.

- a) 100% of the Contract Value with 100% Goods & Services Tax in full as applicable shall be paid after successful completion of the work, subject to approval of the Guarantee Certificate and upon submission of bills along with the **Joint Measurement Certificate (JMC)**. 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-19** of this specification. Tax as applicable shall be deducted from the source. Deduction of Taxes and all other statutory dues shall be made as per the prevailing norms of OPTCL
- b) Any imposition of new tax or revision of tax shall be paid/reimbursed at the time of completion of work, scheduled or actual whichever is lower (i.e. If work completion is within schedule period, tax variation as applicable shall be paid, and if work completion 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 (a) above, within 30 days from the date of issue of the purchase order.

21. PRICE REDUCTION FOR DELAY IN COMPLETION OF CONTRACT

If the Contractor fails to execute the work within the scheduled date of completion, as specified in the Work Order/Contract including delivery time extension, if any, the Purchaser shall recover from the Contractor, a Price Reduction for a sum of half per cent (0.5 per cent) of the Taxable Contact Value for each calendar week of delay or part thereof subject to maximum of @ 5% (five percent) of taxable contract value. Charges towards penalty shall be counted after scheduled date of completion / issue of clear instruction to the contractor for commencement of works by the General Manager, E.H.T (O&M) Circle, Cuttack /concerned Deputy General Manager, E.H.T (O&M) Divisions respectively.

22. 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 | Turnover (last 3 financial years): Average annual turnover of the last three financial years | 20 | > 1.65 Lakhs ≤ 3.31 Lakhs: 5 marks > 3.31 Lakhs ≤ 4.96Lakhs: 10 marks > 4.96 Lakhs ≤ 6.61 Lakhs: 15 marks > 6.61 Lakhs: 20 marks |
| 2 | Experience: No. of years of Experience No. of years of experience in execution of similar nature of work (Year of Establishment or Commencement of business) | 15 | > 1 yrs ≤ 2 yrs: 5 marks > 2 yrs ≤ 3 yrs: 10 marks > 3 yrs: 15 marks |
| 3 | Experience: No. of Projects Executed 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 | Total Score | 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.

23. EVALUATION OF PRICE BIDS: 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.

24. 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.

25. AWARD CRITERIA: The work order will be awarded to the evaluated responsive bidder in order to execute the work for OPTCL.

26. 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) / Work 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) / Work 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.

27. TERMINATION FOR DEFAULT

- a) OPTCL, without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the Contractor / agency, terminate the contract in whole or

in part, if the Contractor / agency fails to perform the services and/ or fails to perform any other contractual obligation(s) as specified in the contract, or within any extension thereof as granted by OPTCL.

- b) In case of failure by the Contractor to execute the work in complete shape, the management reserves the right to cancel the contract in which case the Performance Security Deposit shall stand forfeited.

28. TERMINATION FOR INSOLVENCY

If the Contractor/agency becomes bankrupt or otherwise insolvent, OPTCL reserves the right to terminate the contract at any time, by serving written notice to the Contractor/ agency without any compensation, whatsoever, to the Contractor/ agency, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to OPTCL

29. FORCE MAJEURE: -

For purposes of this clause, Force Majeure means an event beyond the control of the Contractor/agency and not involving the Contractor/agency's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event. Such events may include, but are not restricted to, acts of OPTCL either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

- a) If a Force Majeure situation arises, the Contractor/agency shall promptly notify OPTCL in writing of such conditions and the cause thereof within 10 (ten) days of occurrence of such event. Unless otherwise directed by OPTCL in writing, the Contractor/agency shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- b) If the execution of the work in whole or in part or any obligation under this contract, is prevented or delayed by any reason of Force Majeure for a period exceeding thirty days, either party may at its option terminate the contract without any financial repercussion on either side.
- c) In case due to a Force Majeure event OPTCL is unable to fulfil its contractual commitment and responsibility, OPTCL will notify the Contractor/ agency accordingly and subsequent actions taken on similar lines described in the tender document clauses.

- 30. 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 regard 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.

31. 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.

32. INTERPRETATION: In case of any ambiguity in the interpretation of the conditions of the engagement and scale of charges, the interpretation of the Managing Director, OPTCL will be final and binding on the parties to the conditions of engagement.

33. 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.

34. CORRESPONDENCES

- i) Any notice to the bidder / contractor under the terms of the contract shall be served by Registered Post or by hand at the bidder/contractor'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,

EHT (O&M) Circle, OPTCL, Cuttack

At: Madhusudan Nagar, P.O: Tulsipur, Cuttack, Odisha

Pin-753008

Telephone No. 0671 –2970226

Bidder: Address

Telephone No:

Fax No.

35. GENERAL/ MISCELLANEOUS CLAUSES

- a) Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

- b) Each member/ constituent of the Contractor, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the OPTCL for performance of contract/services under the Contract.
- c) The Contractor/agency shall, at all times, indemnify and keep indemnified OPTCL against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/ agency /its associate/affiliate etc. All claims regarding indemnity shall survive the termination or expiry of the contract.
- d) **The Authority of OPTCL reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.**

36. OUTRIGHT REJECTION OF TENDERS

Tenders shall be out rightly 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, EPF and ESI registration certificate, Civil Contractor License, EHT / HT Contractor License 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 tenderer shall upload the scanned copy legibly written user's certificate to prove the satisfactory performance of the executed work, within the guarantee period date of completion and as per the tender specification. User's certificate shall include the detailed address of the user with details of work executed & 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.
- l) 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.
- m) **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.**
- n) There must not be any deviation to the delivery schedule as specified in tender specification.
- o) Duly filled and signed Forms as per List of Annexures, Section IV, such as Abstract of general terms and conditions of contract declaration forms etc.
- p) Tenderers not fulfilling the qualifying criteria as mentioned in **ELIGIBILITY FOR SUBMISSION OF BIDS.**
- q) The bidders have to **unconditionally comply** with tender specification.
- r) 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

A. TECHNICAL SPECIFICATION

1. **The Scope of work:** - The scope of contract covers **PCC & metal spreading in 132kV & 33kV Switchyard at 132/33kV Grid Substation, Choudwar**. The major works comprises of excavation in ordinary soil within 50m, initial lift including rough dressing and breaking clods to maximum 5cm to 7cm and laying in layers not exceeding 0.3m in depth and as per direction of the Engineer-in-charge after disposal of excess earth or rocks to make the area to a level, Supply and spreading of loose, fine, clear, good quality river sand in switch yard, laying of M10 grade cement concrete and supply & spreading of 20mm hard granite metal including stacking for measurement and as per the instruction of consignee/ supervising officer, Laying of Earth mat- Excavation of earth, Pipe earthing with Excavation of earth including supply of all materials, labour, T&P, transportation & mobilization to site for completion of the work in all respects.
2. **Supply of Materials:** All required materials, consumables are to be supplied by the Contractor and must be of approved quality. The materials are to be inspected by the representative of OPTCL before utilization of the same. **All other materials which have not been mentioned and are required at site for proper execution of the work shall also be supplied by the contractor.**
3. **Workmanship:** The work shall be carried out as per standard Civil Engineering procedure & as per the instruction of the consignee/ supervising officer.
4. **Program and Progress of work:** The contractor shall submit the detailed program of work to the Consignee three days prior to commencement of the work so as to allow for adequate supervision by the consignee/ supervising officer.

5. **ABSTRACT OF CALCULATION**

132kV METAL AREA:

| <u>Sl No.</u> | <u>Description</u> | <u>Area in sqm</u> |
|----------------------|---------------------------------|---------------------------|
| 1 | Total area | 1740 |
| 2 | Area under earth pits | 7.92 |
| 3. | Area under isolator | 14.28 |
| 4. | Area under CB | 121.6 |
| 5. | Area under Beam Foundation | 72.50 |
| 6. | Area under CT Foundation | 13.73 |
| 7. | Area under PT Foundation | 23.52 |
| 8. | Area under CVT Foundation | 17.92 |
| 9. | Area under LA Foundation | 8.82 |
| 10. | Area under Wave Trap Foundation | 9.375 |
| 11. | Cable Trench Area | 205.661 |
| 12. | Area under Pis | 2.16 |

Net area PCC & Metal spreading to be done [1-(2 to 12)] = 1242.514

33kV METAL AREA:

| <u>Sl No.</u> | <u>Description</u> | <u>Area in sqm</u> |
|----------------------|-----------------------------|---------------------------|
| 1 | Total area | 1240.586 |
| 2 | Cable Trench area | 152.97 |
| 3. | Area under Column structure | 21.90 |
| 4. | Area under CB structure | 21.17 |
| 5. | Area under station TFR-I | 4.53 |
| 6. | Area under station TFR-II | 2.89 |
| 7. | Area under SI, DI, PI | 33.30 |
| 8. | Area under Earth pit | 19.68 |
| 9. | Area under AC Console box | 0.36 |
| 10. | Miscellaneous structure | 12.57 |

Net area PCC & Metal spreading to be done [1-(2 to 10)] = 2218 sqm

B. SCHEDULE OF QUANTITY

| SL NO | DESCRIPTION OF ITEM | UNIT | Qty. |
|--------------|--|-------------|-------------|
| 1. | Earth work in excavation in ordinary soil within 50m, initial lead and 1.5m, initial lift including rough dressing and breaking clods to maximum 5cm to 7cm and laying in layers not exceeding 0.3m in depth and as per direction of the Engineer-in-charge. This also includes excavation in all type of soils or rocks, back filling and disposal of excess earth or rocks to make the area to a level for construction as per scope and as per approved drawing and Specification. Excavation up to 200 mm depth = 2218 sq mtr X 0.25 mtr — 554.5 | Cum | 554.500 |
| 2. | Supply and spreading of loose, fine, clear, good quality river sand in switch yard including stacking for measurement with providing and supplying all labour, material, equipments etc. required for proper levelling with water sprinkling of switch yard area. 2218 sq mtr X 0.05 mtr = 110.9 cum | Cum | 110.9 |
| 3. | PCC: Spreading of plain cement concert with supply of good quality 20 mm machine broken granite chips, good quality river sand mixing ratio 1:3:6, concreting and maintaining proper sloping for easy discharge of storm water having concrete thickness of 75 mm. including rolling, dressing, compacting, the area and curing. As per technical specification and approved drawing, and as per the instruction of the Engg-in-Charge. 2218sqmtr X 0.075 mtr = 166.35 cum | Cum | 166.35 |
| 4. | Supply of 20 mm hard granite metals including stacking for measurement and spreading Total volume of 20 mm metal to be used = 2218sq mtr X 0.1 mtr = 221.8 cum. | Cum | 221.8 |
| 5 | Laying of Earth Mat- Excavation of earth, welding of different size flats, application of two coats of bituminous paint, wrapping of HT Tapes over it and back filling of earths (including supply of welding machine, welding generator, labour etc with supply of 75x 10 mm GI Flat | mtr | 330 |
| 6 | Pipe earthing including Excavation of earth, welding of different size flats, application of two coats of bituminous paint, wrapping of HT Tapes over it and back filling of earths (including supply of welding machine, welding generator, labour etc with supply of 50 mm dia 3050 mm long length medium gauge and 50x 6 mm flat including cost of GI Flat Laterite /moroum soil | Nos. | 21 |
| 7 | Buyback of old hard granite metal of different size after picking from switchyard 2218x0.1=221.8cum | Cum | 221.8 |

Sd/-

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

SECTION-IV

[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 | Indemnity Bond | ANNEXURE -5 |
| 6 | Deviation Schedule | ANNEXURE -6 |
| 7 | Litigation History | ANNEXURE -7 |
| 8 | Form T1: Letter of Application | ANNEXURE -8 |
| 9 | Form T2: Bidder's Information | ANNEXURE -9 |
| 10 | Form T3: Power of Attorney | ANNEXURE -10 |
| 11 | Form T4: Work Experience | ANNEXURE -11 |
| 12 | Form T5: Anti-Collusion certificate | ANNEXURE -12 |
| 13 | Form T6: Financial Capabilities of Bidder | ANNEXURE -13 |
| 14 | Reverse Auction Process Compliance | ANNEXURE -14 |

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 *PCC & metal spreading of 132kV & 33kV Switchyard at 132/33kV Grid Substation, Choudwar* 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 to execute the repair of PCC & metal spreading of 132kV & 33kV Switchyard at 132/33kV Grid Substation, Choudwar 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-19 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 the EMD deposited by us shall be forfeited by OPTCL.

Signed this _____ day of _____ 2023

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. Issuing Bank | |
| 1(b) | Earnest Money Deposit: D.D No & Date Issuing Bank | |
| 1(c) | Tender Processing Fee: E-Challan No. & Date. | |
| 2 | Contractor's work experience including user's certificate furnished | Yes/No |
| 3 | Manner of work: - 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 | Terms of payment: - Whether agreeable to OPTCL's terms regarding payment' | Yes/No. |
| 6 | Nature of price: - FIRM | Yes/No |
| 7 | Penalty: - Whether agreeable to OPTCL's terms. | Yes/No |
| 8 | Validity: - 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. |

Signature:

1.

2.

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 _____ 2023/24 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 & assigns.

AND WHERE AS the Agency has agreed to execute the *PCC & metal spreading of 132kV & 33kV Switchyard at 132/33kV Grid Substation, Choudwar* 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 EMD/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

INDEMNITY BOND

THIS INDEMNITY BOND is made thisday of,2022/23 by _____(herein after called as “Firm/ Agency” which expression shall include its successors & permitted assigns) in favour of Odisha Power Transmission Corporation Limited, a Company incorporated under the Companies Act,1956/2013, having its Registered Office at Janpath, Bhubaneswar-751022, Odisha and having its offices throughout the State of Odisha (herein after called “OPTCL” which expression shall include its successors & assigns). We,_____ having a registered office at _____ have entered into a contract with ODISHA POWER TRANSMISSION CORPORATION LIMITED, vide agreement dated _____ to execute the *PCC & metal spreading of 132kV & 33kV Switchyard at 132/33kV Grid Substation, Choudwar* of ODISHA POWER TRANSMISSION CORPORATION LIMITED situated throughout Odisha. We do hereby indemnify and keep harmless, ODISHA POWER TRANSMISSION CORPORATION LIMITED, at all times, whether during the continuation of the aforesaid contract and at any time thereafter, in respect of any claim, demand, compensation, liability, penalty, fines, interests, suits etc. of whatsoever nature made, all actions and proceedings taken against the ODISHA POWER TRANSMISSION CORPORATION LIMITED, by any party, employee(s) or service provided by us, on account of any delay, default, lapse, error or omission on our part, or of rules and regulations, as may be applicable under the said contract from time to time. We further undertake to indemnify and keep harmless, ODISHA POWER TRANSMISSION CORPORATION LIMITED, against any claim/compensation arising out of any non-payment or short payment of remuneration or compensation by whatever name called and compensation and claims arising on account of any accident, injury, death etc. during the course of their engagement by us for the purpose of this contract, or non-fulfillment of any obligation under any of the labour laws as applicable to the persons engaged by us for the purpose of this contract. We further declare and agree that this Indemnity Bond is an unconditional and irrevocable undertaking by us and is not restrictive in any manner.

For and on behalf of _____,

Authorized Signatory

Witness

1.Signature:

2.Name:

3.Address:

1. Signature

2. Name:

3. Address:

ANNEXURE-6

DEVIATION SCHEDULE

Tenderer shall enter below particulars of his alternative proposal for deviation from the specification, if any.

A) Technical

| Sl. No | Clause No. of specification | Particulars of deviations. |
|---------------|------------------------------------|-----------------------------------|
| | | |

Place: -

Date:

Signature of Tenderer:

Name, Designation, Seal

B) Commercial deviations.

| Sl. No | Clause No. of specification | Particulars of deviations. |
|---------------|------------------------------------|-----------------------------------|
| | | |

Place: -

Date:

Signature of Tenderer:

Name, Designation, Seal

ANNEXURE - 7
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 - 8
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: - PCC & metal spreading of 132kV & 33kV Switchyard at 132/33kV Grid Substation,
Choudwar**

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 proposed work of PCC & Re-metalling of 33kV Switchyard at 132/33kV Grid Substation, Chandikhol.

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 Contractor, I shall abide by the terms and conditions in accordance with the work order, which shall be provided by Client. We agree not to seek any changes in the aforesaid work 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 - 9

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) Main Businesses:
 - 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 -10

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 - 11

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.

| Sl. No | Name of Project | Name of Client with address and contact numbers | Date of Award of assignment | Contract Execution Period | Date of completion of assignment (for both completed and ongoing project) | Description similar nature of work taken up | Total cost of work (in INR) |
|--------|-----------------|---|-----------------------------|---------------------------|---|---|-----------------------------|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Date:

Signature of authorized person

Place:

Name:

Seal:

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

ANNEXURE - 12

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 Days of2023

Name of the Bidder.....

Signature of the designated person.....

Name of the designated person.....

ANNEXURE -13

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 for work in progress or completed.

<Name of Bidder >

FINANCIAL CAPACITY OF BIDDER

| Sl. No | Financial Statement of last 3 FYs | Financial Turnover | Net Profit |
|---------------|--|---------------------------|-------------------|
| (1) | (2) | (3) | (4) |
| 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 -14

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