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ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A GOVERNMENT OF ODISHA UNDERTAKING)
REGD. OFFICE: OPTCL TECH. TOWER, JANPATH, SAHEED NAGAR BHUBANESWAR - 751007
OFFICE OF THE SR.GENERAL MANAGER (EI)
CENTRAL(O&M)ZONE, BHUBANESWAR
OLD OPTCL CORPORATE BUILDING, 1ST FLOOR, BHOINAGAR,
JANPATH, BHUBANESWAR PIN- 751022
Email: zone.bhubaneswar@optcl.co.in

TENDER DOCUMENT No: TW-SGM-CZ (O&M)- e-Tender- 10/2026-27

Supply & Execution of Associated AIS Nature of Works towards Construction of 05 nos. of 33 KV GIS feeder bays at 220/132/33 KV GIS Grid Sub-station Chandaka-B on Turnkey basis under EHT (O&M) Division, Bhubaneswar, OPTCL

For further details, please visit the Official

Website of OPTCL “www.optcl.co.in” &

e-Tender Portal of OPTCL www.tenderwizard.com/OPTCL



ODISHA POWER TRANSMISSION CORPORATION LIMITED

JANPATH, BHUBANESWAR

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VOLUME-I

- ✓ **Section-I: e-Notice Inviting Tender (e-NIT).**
- ✓ **Section-II: Instruction to Bidder (ITB).**
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ODISHA POWER TRANSMISSION CORPORATION LIMITED

JANPATH, BHUBANESWAR - 751022

SECTION-I

e- NOTICE INVITING TENDER (e-NIT)

Odisha Power Transmission Corporation Ltd. (OPTCL), Bhubaneswar, invites bids (in e-tendering mode only) under single stage two-part system from reputed contractors for the work **“Supply & Execution of Associated AIS Nature of Works towards Construction of 05 nos. of 33 KV GIS feeder bays at 220/132/33 KV GIS Grid Sub-station Chandaka-B on Turnkey basis under EHT (O&M) Division, Bhubaneswar, OPTCL.” as per the following details.**

The bidder(s) can free view/download the tender documents (Volume –I) & (Volume –II) from official website of OPTCL “www.optcl.co.in” / e-tender portal of OPTCL “www.tenderwizard.com/OPTCL”. However, Bid Forms (in .XLS sheet) shall be available only to the bidder(s) who have enrolled themselves on the e-tender portal of OPTCL “www.tenderwizard.com/OPTCL”.

1. The intending bidder(s) shall have to pay the **non-refundable tender Paper cost** for the concerned works (as mentioned in the following **TABLE-A**), through Demand Draft drawn in favour of the **CENTRAL(O&M) ZONE, OPTCL, BHUBANESWAR** and payable at **BBSR**
2. The bidder(s) shall have to submit the **non-refundable tender processing fee** for the concerned package(s)/ works (as mentioned in the following **TABLE-A**) through e-payment mode payable directly to K.S.E.D.C. Ltd, Bengaluru.

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

3. The bidder (s) shall have to submit the bid Security (EMD) in shape of Demand Draft drawn in favour of the **CENTRAL(O&M) ZONE, OPTCL, BHUBANESWAR** and payable at **BBSR**. The same is to be submitted to the office of the undersigned on or before the last date and time of opening of Tender.
4. The bidder(s) shall scan the Demand Draft towards Tender Cost, Proof of payment of Tender Processing fees and Demand Draft/Bank guarantee towards Bid Security (EMD) and shall upload the same in the prescribed attachment in .gif or .jpg format in addition to submitting the original to the undersigned on or before the scheduled date and time for opening of Technical Bid.

5. The prospective bidder(s) are advised to register their user ID, Password, company ID with e-tender portal of OPTCL "www.tenderwizard.com/OPTCL" by clicking on hyper link "Register Me".

6. Any clarifications on the project can be had from the undersigned during office hours

7. **Contact Number:**

In case of any tender related query please contact on these numbers during office hours.

i. 9438907673 (Sr. General Manager(Ele)

ii. 9438907920 (Dy. General Manager (Finance)

iii. 9438908277(Dy. Manager, (Ele)

s/d

**Sr. General Manager (Elect.)
Central (O&M) Zone, BBSR**

Tender Schedule TABLE-A

Sl. No	Particulars	Remarks
1.	Works Name	Supply & Execution of Associated AIS Nature of Works towards Construction of 05 nos. of 33 KV GIS feeder bays at 220/132/33 KV GIS Grid Sub-station Chandaka-B on Turnkey basis under EHT (O&M) Division, Bhubaneswar, OPTCL
2.	NIT NO.	SGM-CZ (O&M) - e-Tender- 10/2026-27
3.	Place of Work	220/132/33 KV GIS, Chandaka-B
4.	Project Completion Period	06 Months
5.	Cost of Tender documents (IN INR)	₹ 14,160(12,000+ GST @18%) (Rupees Fourteen Thousand One Hundred Sixty) Only to be paid through in shape of Demand Draft drawn in favour of the CENTRAL(O&M) ZONE, OPTCL, BHUBANESWAR and payable at BBSR
6.	Tender Processing fees.	Rs.5,900/-(5000+GST @18%) (Rupees Five thousand nine hundred) only (To be paid to K.S.E.D.C. Ltd, Bengaluru on e-payment mode. NOTE: For tender processing fee to K.S.E.D.C. Ltd. Bengaluru, the bidder can use various modes of e-payment facility available through Tender wizard Portal, i.e. by Credit Card, Debit Card, Net Banking).
7.	(Earnest Money Deposit)	Rs.79,500/-(Rupees Seventy Nine Thousand Five Hundred) Only to be paid through in shape of Demand Draft drawn in favour of the CENTRAL(O&M) ZONE, OPTCL, BHUBANESWAR and payable at BBSR
9.	Request for Online Bid Documents	From < 12:00 HR > dated < 31.07.2026 > To < 14:30 HR > dated < 20.08.2026 >
10.	Issue of Online bid document	From < 12:01 HR > dated < 31.07.2026 > To < 14:31 HR > dated < 20.08.2026 >
12.	Last date and time of submission of bids.(Part-I & Part-II)	<17:00 HR > dated < 20.08.2026 >
13.	Date and time of opening Technical bids(Part-I)	Dated < 21.08.2026 > at < 12:00HR >
14.	Date and Time of Opening of Price Bids (Part – II)	Will be intimated later online to the responsive bidder(s) through the e-tender portal.

S/d
Sr. General Manager (Elect.)
Central (O&M) Zone, BBSR

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INSTRUCTION TO BIDDER

1.0 GENERAL INFORMATION:

- 1.1. The Odisha Power Transmission Corporation Limited (OPTCL), Janpath, Bhubaneswar invites e-tenders for **Supply & Execution of Associated AIS Nature of Works towards Construction of 05 nos. of 33 KV GIS feeder bays at 220/132/33 KV GIS Grid Sub-station Chandaka-B on Turnkey basis under EHT (O&M) Division, Bhubaneswar, OPTCL** as per Scope of Works, Technical Requirements & Technical Specifications as specified in Volume-II. The works shall be executed as per the norms, specification and standards prescribed by OPTCL. The works include both supply, erection as well as civil component.

2.0 Brief Scope of Works:

i)	Supply of all equipment & materials for Associated AIS Nature of Works towards Construction of 05 nos. of 33 KV GIS feeder bays. (As per details provided in schedule of work and supply)
ii)	Providing engineering data and drawings, as per specified format, for employer's review, approval and records.
iii)	The material so supplied must confirm to concern IEC/IS standard.
iv)	Packing and transportation from the manufacturer's works to the site including transit insurance & customs clearance/ port clearance (if required), port handling, clearance for imported goods and further loading (if applicable)" As delivered at site basis".
v)	Receipt, Unloading, Storage, Insurance and Preservation of equipment, material & accessories etc. at site.
vi)	Execution of all civil works as per schedule for erection of DP, Laying of UG Cables etc. including Foundation designing.
vii)	<u>Details of Provisions to be kept Construction work are as follows:</u> (1) Laying, testing & commissioning of 33KV HT XLPE cable (2) Supply, Installation, testing & commissioning of outdoor termination kits suitable for 33 KV HT XLPE Cu cables as indicated in the price schedule. (3) Supply, Installation, testing & commissioning of DP Structure for outdoor termination of UG Cable, along with all requisite Hard ware fittings, Clamps & connectors, Earthing device & other accessories as required. (4) Any other equipment & materials which are not mentioned above and required/indicated in the price schedule for completion of the project are also to be considered for above.

	<u>Other requirement as indicated below for the above GIS feeder bays Construction work:</u> 1. Civil Works with supply of all materials like Cement, MS tor rod, RR masonry, Coarse & Fine Aggregates for Construction of Foundations of DP Structure and Cable trench for laying of Cables. 2. Earth work excavation of all type of soil, Earth work excavation, Filling with borrowed earth as required. 3. Cable Trench work as per Technical specification and instruction of Engineer-In charge.
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Note:

- i. The aforesaid scope of work is only indicative.
- ii. The detailed scope of works is given in Volume-II

3.0 ONLINE e-TENDERING SCHEDULE:

- 3.1 The schedule for on line request, issue of bid document, date and time of submission of bid, date and time of opening of Technical bid is as per Table-A in the e-NIT.
- 3.2 Date and Time of opening of Price Bids (Part-II) shall be informed to all the eligible bidders at a later date through the e-Tender Portal of OPTCL.
- 3.3 Bidders are requested to visit the proposed Works Sites and get familiarized fully with the site conditions & requirements before submitting the bid, preferably before pre-bid conference at their own cost.

4.0 QUALIFYING REQUIREMENTS (QRs) OF BIDDER(S):**TECHNICAL QUALIFICATION:**

This bid is open to any Contractor domicile in India independently, who meets the following Technical qualifying requirement as stipulated below.

No Joint Venture shall be entertained for this Tender.

4.1.1 QUALIFICATION REQUIREMENT FOR TRANSMISSION LINE (UG CABLE):

Bidder must have successfully erected, tested & commissioned (including civil works) Copper/Aluminium XLPE UG cable of "33KV" or above voltage level as a prime contractor (independently or as a partner of JV) * with a cumulative line length of not less than 0.5 Circuit Kms of work in India during last seven (7) years and the UG cable system must be in satisfactory operation.

Note-1 (*): In case of works executed under a contract that had been awarded on a Joint Venture, the experience of individual Joint Venture partner shall be considered limited to the scope of that partner under the said contract.

Note-2: If a bidder has executed any work in the capacity of Joint Venture partner, his experience shall be considered to the extent of scope of work defined under the Joint Venture Agreement with documentary evidence. In case the scope of work of the

respective partner of the Joint Venture is not defined, the work experience of the Lead Partner and Other Partner shall be considered as 50% each of the scope of work awarded to them.

4.1.2 OTHER TECHNICAL QUALIFICATION:

4.1.2.1 The bidder should be a **HT/EHT** electrical contractor having a valid license from the competent licensing authority, anywhere in India, as on the date of opening of the tender.

4.1.2.3 The Bidder must upload copies of the relevant Work Orders along with Client certified copies of Completion Certificate in proof of successful execution of Works and Performance Certificates duly signed by the competent authority of the Principal employer in proof of successful operation of the above quantum of works. The works experience schedule shall be as per proforma given here under.

Table: Tech-1
Work Experience Schedule

Work Order Ref.				<u>GIS feeder bays Construction work</u>		
Sl. No.	FY	Name of the Client	Work Order Ref (No. & Date)	Quantity KM of UG cable Laying, Termination, Erection of DP structure and associated Civil work)	Date of Completion of Commissioning	Satisfactory Performance report reference No. & date; details of issuing authority (address, e-mail, Telephone/Mobile No & Contact person details) (As Attachment)

Note:

- 1) Supporting documents in favour of the above mentioned requirement shall have to be uploaded by the Bidder as an attachment to the e-tender folder*
- 2) Failure to furnish/upload any or all information as required as a part of qualification in line with the Bid document in all respect will be at the Bidder's risk and may result in rejection of the Bid.*
- 3) Bidders are advised to provide such documents, which are relevant to qualifying criteria only.*

4.2 BIDDER'S PERFORMANCE QUALIFICATION:

4.2.1. The bidders who have earlier failed to execute even a single work order of the OPTCL/ Govt. Of Odisha /Govt. funded Project during last three financial years (and the current

financial year) or who stand currently debarred / blacklisted by OPTCL / Govt. Of Odisha/any other Distribution / Transmission / Generation Utility in India shall not be eligible to participate in this tender.

- 4.2.2. The bidder should not have any pending litigation 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/LOA/LOI shall be liable for outright rejection/ cancellation at any stage if any information contrary to the affidavit is detected.
- 4.2.3. The bidder shall also disclose if he was black listed by any utility in the past and the blacklisting order was subsequently withdrawn by the utility suo-moto or set aside by any court order(This is for information of OPTCL). Detection of the bidder's non-disclosure of these facts at any stage will lead to rejection of the bid or termination of the contract with forfeiture of EMD/CPBG.
- 4.2.4. The bidder must not been declared Insolvent or referred to National Company Law Tribunal (NCLT) under the Insolvency and Bankruptcy Code (IBC), 2016. In such case the bid shall also be rejected. In this respect one undertaking from the bidder that they are not declared as Insolvent or referred to NCLT under IBC shall be submitted along with the bid. Non-disclosure of this fact by the bidder will lead to rejection of the bid or termination of the contract with forfeiture of EMD/CPBG.

Note:

1. *The intending bidder shall furnish/upload the undertaking to this effect in the prescribed format enclosed to the e-tender.*
2. *Failure to furnish/upload any or all information as required as a part of Bid document in all respect will be at the Bidder's risk and may result in rejection of the Bid.*

4.3 BIDDER'S FINANCIAL QUALIFICATION:

4.3.1. MINIMUM AVERAGE ANNUAL TURNOVER:

The Minimum Average Annual Turnover (MAAT) requirement of the bidder (The Average of Best Three Financial Years out of the Last Five Financial Years preceding to the year of NIT) as indicated in the following Table-Fin-1 shall not be less than **Rs.2.385Cr.** In case the Bidder is in existence for less than three financial years, the average annual turnover shall be sum of turnover in the completed no of financial years divided by three for the purpose of meeting the above criteria. Turnover of the bidding company on standalone basis only (excluding its associate companies on Standalone Basis) shall be considered for arriving at Annual Turnover. While calculating the turnover, only project related turnover shall be taken into consideration.

Note:

- i. ***MAAT is applicable independently for each package/works irrespective of the no. of packages/works in which bidder has participated.***

- ii. In case of bidder participated through Joint Venture/ Consortium, the MAAT shall be considered together.**

Table-Fin-1
MAAT Schedule

(Name of Bidder or Joint Venture/Consortium Partner)

Sl. No	Financial Year	Project Related Annual Turnover (excluding associate companies on Standalone Basis) of the Bidder (in INR Crores)
1	2020-21	
2	2021-22	
3	2022-23	
4	2023-24	
5	2024-25	
A. Total of best 3FY Project related Annual Turnover		
B. = (A/3) Average of project related Annual Turnover for best 3FY		

Note:

- The bidder has to furnish certificate from the Chartered Accountant (CA) certifying Project related Annual Turnover of the company only (excluding its Associated Companies on Standalone Basis) based on audited accounts of last Five Financial Years. In case the bidder has executed any project in Joint Venture/ Consortium, the project related turnover certified by Chartered Accountant (CA) should reflect his share of the project related turnover only.**

4.3.2. NET WORTH:

The bidder should furnish audited balance sheet for last 05(Five) financial years, i.e. FY 2020-21, FY 2021-22, FY 2022-23 & 2023-24 & 2024-25 Net worth of bidder as per the audited financial results shall be positive on the last day of the preceding financial year. Net Worth means the sum total of the paid-up share capital and free reserves (excluding reserves created out of the revaluation of assets, write back of depreciation provisions and amalgamation & Capital Reserve) net of P&L A/C (Dr. balance) and miscellaneous expenses to the extent not adjusted or written off.

Table: Fin-2
(Name of Bidder)
Net Worth Schedule as on Dt.....

Sl. No.	Particulars	Amount (In Rs. Crore)
01	Paid-up share capital	
02	Free Reserves excluding the reserves created out of the following; i. Revaluation of assets. ii. Write Back of depreciation Provisions. iii. Amalgamation. iv. Capital Reserve	
03	Less, P&L A/C (Dr. balance)	
04	Less, Miscellaneous expenses to the extent not written off.	
05	Total: (5=1+2-3-4)	

Note:

- The above (Table Fin – 2) of the Bidder(s) to be certified by Chartered Accountant (CA).**

4.3.3 Income Tax Return : ITR return of last 3 Financial year i.e. FY 2022-23, FY 2023-24, FY 2024-25.

4.3.4 STATUTORY DOCUMENTS REQUIRED:

Bidders shall have to upload the following valid statutory documents to meet the qualifying criteria.

- i. Electrical (HT/EHT) Contractors license for Electrical Works from anywhere in India.
- ii. IT PAN
- iii. IT return for last 3 years.
- iv. GST Registration Certificate

Note:

1. *The Bidder shall have to furnish ESI and Labour license within 45 days of receipt of the LOA.*

4.4 OTHER MANDATORY REQUIREMENTS:

In addition to the above qualifying criteria, following shall also be complied with for Technical eligibility;

- 4.4.1 The bidder shall fulfill the requirement of e-tendering process.
- 4.4.2 All bids must be accompanied by a Tender Cost, Bid Security (EMD) and proof of deposit of Tender processing Fees strictly as per the tender requirement and the same shall be delivered to the OPTCL on or before the schedule date & time of opening of the Technical Bid.
- 4.4.3 The above stated requirements are a minimum and OPTCL reserves the right to request for any additional information and also reserve the right to reject the Proposal of any Bidder, if in the opinion of OPTCL, the qualification data is incomplete or the Bidder is found not qualified to satisfactorily perform the Contract.
- 4.4.4 Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
- 4.4.5 The bidder must furnish Affidavit in the prescribed format to the effect that the documents and information furnished by them in its bid offer in respect of the said tender are true and correct.

5.0 IMPORTANT INSTRUCTION TO BIDDERS:

- 5.1. Interested bidders may visit “www.tenderwizard.com/OPTCL” or “www.optcl.co.in” for participating in the e-tender. For any clarification, they may ask for written clarification through e-Tender Portal of OPTCL. **Email Id (zone.bhubaneswar@optcl.co.in)**
- 5.2. Bidders are requested to regularly visit Official website / e-Tender Portal of OPTCL only for amendment/errata/corrigendum (if any) and any other information regarding these tenders. Bidders, who are downloading the bid document from website, are requested to inform OPTCL about their company details and address for communication.
- 5.3. If it is not possible to open the tender on the scheduled date and time due to any technical reason the said bid will be opened on a later date at the earliest. If the opening of the bid is re-scheduled the same shall be intimated to the participant bidder(s) through system generated e-mail.

6.0 DOCUMENTS/ SCHEDULES TO BE FURNISHED / UPLOADED / KEYED-IN:

The Bidder shall furnish/upload, as the case may be, documents/ Schedules in support of the qualifying requirement along with the bid (Technical Bid-Part-I & Price Bid –Part-II):

1) Technical Bid-Part-I:

(A) Hard Form of Documents (In Original):

The following documents shall be furnished in original before the Tender Accepting Authority on or before the date and time of opening of the e-Tender.

- (i) Documentary proof of payment of Tender Cost, DD towards Bid Security (EMD) and Documentary proof of payment of Tender Processing Fees through e-payment mode.

(B) Soft Form of Documents (Scanned Copy to be uploaded in the e-Tender Portal of OPTCL):

The Soft form of scanned documents in .PDF file to be uploaded on the Official e-Tender Portal of OPTCL "www.tenderwizard.com/OPTCL" as an attachment. The list of documents are mentioned in **BID Proposal Sheet**.

2) Price Bid –Part-II:

Price schedules in .XLS format to be downloaded, filled in and uploaded by the Bidder as per the OPTCL format and to be uploaded on the official web-site of the OPTCL: www.tenderwizard.com/OPTCL.

7.0 e-TENDERING PROCESS GUIDELINES:**7.1. e-Tendering information:**

- 7.1.1. Tender Forms can be downloaded from the e-Tendering Portal of OPTCL, www.tenderwizard.com/OPTCL after entering the details of payment towards Tender processing Fees as per the **Tender Schedule**.
- 7.1.2. Tenderers should have valid Class-III Digital Signature Certificate (DSC) obtained from any Certifying Authorities. In case of requirement of DSC, interested Bidders should go to "tender wizard.com/OPTCL" and follow the procedure mentioned in the document 'Procedure for application of Digital Certificate'.
- 7.1.3. The prospective bidders are advised to register their user ID, Password, company ID with website "www.tenderwizard.com/OPTCL" by clicking on hyper link "Register Me" for the use of Electronic Tendering.
- 7.1.4. For any assistance on the use of Electronic Tendering System, **contact help desk number, 080- 40482000 (Bengaluru)**.
Tenderers should install the 'Mandatory System Requirement' available on the Home Page of www.tenderwizard.com/OPTCL under the section 'Mandatory System Requirement' and make the necessary Browser Settings provided under section 'Internet Explorer Settings'.

7.2. Enrolment of Bidder(s) on Electronic Tendering System:

The Bidder interested in participating in the Tenders of OPTCL using the Electronic Tendering System shall be required to enroll on the Electronic Tendering System to obtain User ID. After submission of application for enrolment on the System, the application information shall be verified by the Authorized Representative of the Service Provider. If the information is found to be complete, the enrolment submitted by the Bidder shall be approved.

8.0 PROCESSING OF TENDER:**8.1. Short listing of Bidder(s) for Price Bid Opening:**

The Tendering Authority will first open the Technical Bid documents of all Bidder(s) and after scrutinizing these documents will shortlist the Bidder(s) who are eligible for Financial Bidding Process. The shortlisted Bidder(s) will be intimated by email.

8.2. Opening of the Price Bids:

The Bidder(s) may remain present in the Office of the Tender Opening Authority at the time of opening of Price Bids. However, the results of the Price Bids of all Bidder(s) shall be available on the OPTCL e-Tendering Portal immediately after the completion of opening process.

9.0 LANGUAGE OF BID:

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

10.0 LOCAL CONDITIONS/SITE VISIT:

13.1.

It will be imperative on each Bidder to fully inform himself of all local conditions/sites and factors, which may have any effect on the execution of the Contract covered under these documents and specifications.

11.0 EARNEST MONEY DEPOSIT(REFUNDABLE):

11.1 The Bidder shall furnish, as part of its bid, EMD for an amount as specified in the e-NIT.

11.2 No interest shall be payable by OPTCL on the above Bid Security.

12.0 PERIOD OF VALIDITY OF BIDS:

Bids shall be kept valid for **180 Days** from the date of opening of Bid Part-I as mentioned in the original tender notice. A bid valid for a shorter period will be considered as non-responsive.

13.0 PRICE BASIS AND PAYMENTS:

13.1. The Bidder shall quote in their proposal total price for each work covering entire scope of work/supply as per the Technical Specifications and BOQ. Bidders not quoting in the formats/schedules specified for the Price bid proposal shall be rejected.

13.2. The technical descriptions/specifications/drawings of items specified in the BOQ of Bidding Documents shall not be construed to limit the scope of work, the same shall be read in conjunction with other parameters mentioned in the Technical Specifications and elsewhere in the bid documents to cover the entire scope of work.

13.3. Statutory deductions (TAX, CESS etc.) as applicable shall be effected.

13.4. Payment for the work shall be made as per the terms & Conditions of payment mentioned in the General Condition of Contract.

14.0 TAXES AND DUTIES:

- 14.1. The GSTIN of OPTCL is **21AAAC07873L1Z6**, which should be mentioned by the successful bidder while issuing their Tax Invoice, additionally contractor shall mention HSN Code / SAC Code and rate of Taxes against all supplies of Goods or Services or both in it's Tax Invoice.
- 14.2. **Transaction between the Contractor and his Vendors:** GST and other Statutory Levies payable by the Bidders in respect of the transaction between the Bidder and their vendors in respect of goods & services procured by them shall be included in the bid price and no separate claim on this behalf including statutory variation if any, will be entertained by OPTCL. However while quoting the basic price(taxable value) against the package/works, the bidder should adjust the benefit of Input Tax Credit (ITC) availed by them on inward supplies of goods or services or both, as the case may be for execution of the said package / works.
- 14.3. **Transaction between the Contractor and OPTCL:** The basic price (taxable value) quoted item wise by the bidder in respect of the transaction between OPTCL & the Bidder shall include all taxes & duties and charges payable by the bidder except for the GST. CGST plus OGST, or IGST, as the case may be, at applicable rate shall be quoted alongside the basic price (taxable value) for all the items. However while quoting the basic price (taxable value) against the package/works, benefit of Input Tax Credit (ITC) should be adjusted in the quoted price by the bidder.
- 14.4. As regards the Direct Taxes such as Income Tax etc. and other statutory payments and other corporate taxes, for which the contractor is liable, he shall be responsible for such payments to the concerned authorities.
- 14.5. The statutory deduction of taxes and duties at source as applicable, related to these works, shall be made by OPTCL from the Contractor's bills for which the contractor cannot claim any reimbursement. TDS so deducted under Income Tax Act, 1961 shall be deposited with the Income Tax Authorities. OPTCL shall also deduct tax as applicable under GST Law from the payment made or credited to the supplier on the value of taxable supply, where the total value of such supply, under a contract, exceeds the specified limit (presently Two Lakh and Fifty Thousand Rupees) at the applicable rate. TDS certificates as applicable under various laws shall be issued by OPTCL.
- 14.6. In case of any changes in the rate of GST after the submission of the bid, but before the evaluation of the price bid, the revised rate shall be considered for evaluation. Similarly, if the rate of GST changes after the evaluation of the bid and before the issue of LOA, the revised rate shall be considered for issue of LOA.

15.0 INSPECTION COST:

Expenses in respect of OPTCL's representative for witnessing the inspection & testing of the offered equipment/materials at the inspection and testing site. Considering the Lot size and reputation of the manufacturer the inspection may be conducted physically at site / through video-conference virtually.

- a) The testing and inspection of the equipment/ materials at manufacturer works are in the scope of work of the Contractor/Supplier. Travel Expenses for OPTCL Representative shall be borne by the Contractor.
- b) *The expenses towards above, including cost pertaining to up-keeping cost of the vehicle, i.e. fuel, driver etc., shall be deemed to be included in the bidder's quoted price without any additional financial implication to OPTCL. Bidder shall not be eligible to raise any extra claim in this regard.*

16.0 INSURANCE:

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

17.0 CLARIFICATION OF BIDS:

For any clarification regarding the tender, bidder may submit its query to the official mail id- zone.bhubaneswar@optcl.co.in . Upon receipt of the query the same shall be complied within three working days. Or else they can contact on phone numbers given in **e- NOTICE INVITING TENDER (e-NIT)**

18.0 EVALUATION OF TECHNICAL & PRICE BID:**A) Evaluation of Technical Part of Bid:**

Prior to detailed Bid evaluation, OPTCL will determine the substantial responsiveness of each Bid with respect to the Qualifying Requirement, & other Bid Document requirements based on attachments uploaded contained in the official e-tender portal of OPTCL and any other documents required to be furnished as per the clarifications sought for by OPTCL. A substantially responsive Bid is one, which conforms to the terms, condition and specification of the Bid Documents including e-tendering provisions.

B) Opening of Price Part of Bid:

- i) Price Bid of those Bidders, whose Bids are considered technically responsive and meeting desired Qualification Criteria shall be opened.
- ii) Subsequent to opening of financial bids, e-Reverse Auction process may be exercised as per the annexure titled "E-Reverse Auction". ***However it lies to the sole discretion of OPTCL whether to go for e-RA or directly award the work post opening of price bids.***

19.0 E-Reverse Auction procedure

STRATEGY FOR E-REVERSE AUCTION	
1	Bidders are required to go through the guide lines given below and submit their acceptance to the same.
2	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.
3	KEONICS shall arrange for demonstration/ training (if not trained earlier) of bidder's nominated person(s), to explain all the rules related to e-Reverse Auction/ Business Rule document to be adopted.
4	The strategy to be used for reverse auction shall be "DYNAMIC TEMPLATE BIDDING"
Procedure for electronic Reverse Auctioning (e-RA):	
5	a. The e-RA shall be conducted on www.tenderwizard.com/OPTCL only. b. 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-XIX). In non-receipt of the same, vendors will not be allowed to participate in e-RA. c. 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. d. 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.
6	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. (e.g. 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.
7	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. (i) 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. (ii) 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. (iii) Bidders can only quote any value lower than their previous quoted price. However, at no stage, increase in Price will be permissible. (iv) At any point during Reverse Auction, bidding Price field shall remain enabled for the bidders. The 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 (10) ten minutes from the schedule/ extended closing time. If any fresh lower bid is received in last ten minutes of initial 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. (v) 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.
8	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 . 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.

	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. 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 [Evaluation of Part-II (price bid) submitted by bidders earlier].
9	Consequent upon completion of e-Reverse Auction, OPTCL's decision on award of contract shall be final and binding on the bidders. 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. 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.

20.0 AWARD CRITERIA:

- 20.1 In general, OPTCL will award the contract to the successful bidder, whose bid has been determined to be the lowest evaluated total price including GST among the substantially responsive bidders provided that the total evaluated price is reasonable and the Bidder continues to be qualified to perform the contract satisfactorily.
- 20.2 In an event the selected bidder backs out after the award of the Contract, the work may be awarded to the bidder in ascending order of their evaluated prices subject to matching the evaluated total price of the selected bidder.

21.0 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

OPTCL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for OPTCL action. OPTCL also reserves the right to accept a Bid other than the lowest and to accept any Bid in whole or part, to annul the bidding process with or without notice or reasons. Such decisions by OPTCL shall bear no liability whatsoever consequent upon such decision.

22.0 SIGNING OF CONTRACT:

- 22.1 The Contractor will prepare the Contract Agreement as per the proforma enclosed to this Volume-I and the same will be signed within **30 (thirty)** days of issue of Letter of Award.
- 22.2 The Contractor will submit the Contract Performance Bank Guarantee as per LOA before signing the contract agreement.

23.0 CONTRACT PERFORMANCE BANK GUARANTEE:

- 23.1 The successful Bidder, to whom Letter of Award is issued shall be required to furnish a Contract Performance Bank Guarantee (from list of Banks mentioned in the annexure to this document) in non-judicial stamp paper of appropriate value (as per the prescribed format) issued in favour of “**Odisha Power Transmission Corporation Ltd**” en-cashable at Bhubaneswar Branch of the Issuing Bank only within 30 (Thirty) days from the date LOA.
- 23.2 The Contract Performance Bank Guarantee (CPBG) amount shall be equal to ten percent (10%) of the Contract Price (including GST). Initially, the CPBG shall be valid for 3 (Three) Months over and above the work completion period plus Guarantee Period
- 23.3 If the work completion period gets extended the Contract Performance Bank Guarantee shall be extended accordingly. In case the contract price gets revised, the successful bidder shall submit the amended Bank Guarantee to that effect.
- 23.4 The above CPBG shall be submitted (Original and two nos. of copies) to OPTCL for acceptance. However, on scrutiny if any deficiency is observed to the said CPBG, the contractor shall be intimated about such deficiency to resubmit the fresh CPBG and /or amended CPBG in lieu of the Original BG. However, the fresh/amended CPBG shall be submitted within the time schedule prior to the signing of the contract agreement. Despite above, if the CPBG is not submitted or it is still not acceptable to OPTCL, contract shall become void and necessary action as per the contract shall follow.
- 23.5 The aforesaid CPBG shall be returned to the Contractor after successful completion of the guaranteed obligations under the contract.

-----END OF SECTION – II-----

VOLUME-I

SECTION-III

GENERAL CONDITIONS OF CONTRACT (GCC)

SECTION-III

GENERAL CONDITIONS OF CONTRACT (GCC)

A. INTRODUCTION:

1.0 GENERAL INFORMATION:

- 1.1 “Odisha Power Transmission Corporation Limited (OPTCL)”, a wholly owned subsidiary of Government of Odisha, incorporated under the Companies Act, 1956, having its Registered Office at Janpath, Bhubaneswar – 751022 (hereinafter called OPTCL) intends to enter into a contract with the contractor to be named in the letter of award (LOA) and in the contract to be signed.
- 1.2 The scope of work shall be as per the scope of work and specifications in Volume-II.
- 1.3 Unless otherwise provided in the Contract agreement, these General Conditions of Contracts shall govern the execution of this Contract.

2.0 DEFINITION OF TERMS:

- 2.1 The ‘**Contract**’ means the Contract agreement entered into between OPTCL and the Contractor as per the Agreement signed by the parties, including all attachments and appendices thereto and all documents listed and enclosed with the agreement.
- 2.2 ‘**Contractor/Bidder**’ shall mean the Bidder whose bid to perform the contract has been accepted by OPTCL for the award of the Works defined in the scope of works (Volume-II) and shall include such successful Bidder’s legal representatives, successors and permitted assigns.
- 2.3 ‘**Engineer-In-Charge**’ shall mean the officer(s) of OPTCL, appointed in writing by OPTCL to act as Engineer-In-Charge for the Package(s)/Works from time to time for the purpose of the Contract.
- 2.4 When the words ‘Approved’, ‘Subject to Approval’, ‘Satisfactory’, ‘Equal to’, ‘Proper’, ‘Requested’, ‘As Directed’, ‘Where Directed’, ‘When Directed’, ‘Determined by’, ‘Accepted’, ‘Permitted’, or words and phrases of like importance are used the approval, judgment, direction etc. is understood to be a function of OPTCL /Engineer.
- 2.5 ‘**Performance and Guarantee Tests**’ shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the Contract Documents.
- 2.6 ‘**Guarantee Period**’/‘**Maintenance Period**’ shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the works/equipment performed/supplied under the Contract.
- 2.7 ‘**Codes**’ shall mean the following including the latest amendments and/or replacements, if any:
 - i) Indian Electricity Act, 2003 and Rules and Regulations made thereunder.
 - ii) Indian Factory Act, 1948 and Rules and Regulations made thereunder.
 - iii) Indian Explosives Act, 1884 and Rules and Regulations made thereunder.

- iv) Indian Petroleum Act, 1934 and Rules and Regulations made thereunder.
- v) A.S.M.E. Test Codes.
- vi) A.I.E.E. Test Codes
- vii) American Society of Materials Testing Codes.
- viii) Standards of the Bureau of Indian Standards (BIS).
- ix) Other Internationally approved standards and/or rules and regulations touching the subject matter of the Contract.
- x) OPWD Code with its latest amendments.

3.0 STANDARDS:

The Materials supplied and works executed under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the materials/works and such standards shall be the latest issued by the concerned institution.

- 3.1 In the event of any conflict between the above-mentioned documents the matter shall be referred to OPTCL whose decision shall be considered as final and binding upon the parties.

4.0 CONSTRUCTION OF THE CONTRACT:

- 4.1 In pursuance to GST Law, there shall be one Works Contract for jobs undertaken by EPC/Turnkey contractors covering supply of Material/Equipment/Spares, Erection, Installation & Commissioning and Associated Civil Works, which together will be treated as services carrying present applicable rate of GST @ 18%. In case, the Works Contract envisaged herein is considered as Govt. Contract, in which case the present GST rate of @18% will switch over to the applicable rate of GST for Govt. Contracts.

The Supply portion of the contract will relate to engineering, manufacturing, testing & inspection at manufacturer's works, packing, forwarding and transportation of equipment and materials, special tools & tackles and spares etc. from manufacturing works/place of dispatch (both in India/abroad) to project site including transit insurance as per Bidding documents. The Erection portion of the contract will relate to unloading, handing at site, storage, storage-cum-insurance and preservation at site, erection, testing, commissioning including all associated Mechanical, Electrical, Civil and Construction of all associated Structural & architectural works etc. for Construction of Sub-Stations and associated lines or any other item as per the bidding documents.

- 4.2 Notwithstanding above, for the material & equipment (Supplied by the Contractor as well as OPTCL Supply Material (OSM)) handed over to the contractor for erection and commissioning, the Contractor shall at the time of taking delivery of the Materials/ dispatch documents be required to execute an Indemnity Bond as per the enclosed Annexure-III to this Volume-I in favour of OPTCL in the form acceptable to OPTCL for the Materials/ Equipment Supplied and under the safe custody of the Contractor after supply of such Materials/Equipment for Erection, Installation & Commissioning and Services and to utilize the same exclusively for the purpose of the said Contract.

5.0 MANNER OF EXECUTION OF CONTRACT:

- 5.1 The OPTCL shall issue the Letter of Award (LOA) to the Contractor, which shall be acknowledged by the contractor **duly signed by the Authorized Signatory and Stamped** and sent to OPTCL within **07 (Seven)** days of issuance of Letter of Award.
- 5.2 The Contractor shall provide Contract Performance Bank Guarantee, appropriate power of attorney and **other requisite documents within 21 days** from the date of LOA for approval. The Contractor shall ensure **setting up of Project/Site Office**, Engagement of Personnel under the Contract and Establishment of Central/Site Store **within 21 days** from the date of LOA for approval of OPTCL. The Contractor shall furnish documentary evidence in support of such information.
- 5.3 The contractor shall **execute Contract Agreement within 30 (Thirty) days** of the issue of the Letter of Award at the office of OPTCL or the extended period, if any. The Contract Agreement will be signed in 03 copies (01 original & 2 copy) and the Contractor shall be provided with one signed original and the rest will be retained by OPTCL.

6.0 EFFECTIVE DATE OF CONTRACT:

The effective date of contract shall be reckoned from the date of issuance of Letter of Award.

7.0 PRICE REDUCTION SCHEDULE – DELAY IN SUPPLY & ERECTION:

- 7.1 Penalty shall be imposed @ ½% (half percent) of contract price for each calendar week of delay of part thereof subject to maximum of @ 5% (five percent) of contract amount. Charges towards penalty shall be counted after scheduled date of completion/
- 7.2 OPTCL shall recover the price reduction schedule from the bills of the contractor.
- 7.3 However, if the price reduction schedule remain un-recovered the same shall be recovered from the Contract Performance Bank guarantee.

8.0 PERFORMANCE GUARANTEE:

The Contractor shall guarantee that the equipment/materials will be new, unused and in accordance with the Contract documents and free from defects in material and workmanship for a period of **12 (Twelve) months** commencing immediately after the satisfactory completion of the entire works under the contract. The Contractor's liability shall be to the extent of repair/replacement of such defective equipment/material either arising from faulty design or defective equipment/materials and/or bad workmanship.

9.0 DEVIATION TO THE SCOPE OF WORKS:

- 9.1 Deviation to the scope of works is not permissible under the contract. However, at any time during the execution of the contract, OPTCL reserve the right to vary the quantity of any item with reference to the BOQ
- 9.2 In case a new item(s) are required during the execution of the contract for which unit rates are not available in BOQ, the same shall be the least of the available Rate Contract Price or Cost Data Price or Average unit rate of the same items from works awarded during last one year as available with OPTCL.

- 9.3 The increase in quantity w.r.t items in BOQ or inclusion of new item(s), however, shall always be subject to the prior approval of the competent authority.
- 9.4 Accordingly, the Contract price shall be adjusted based on the approved unit rates for the variation in quantities as above.

10.0 ENGAGEMENT OF SUB-CONTRACTOR:

- 10.1 The engagement of Sub-Contractor is normally not allowed. However, for the purpose of associated work where it is warranted, the contractor shall engage Sub-Contractor with the prior written permission of OPTCL.
- 10.1 Under no circumstances the Sub-Contractor shall further Sub-contract, transfer, assign or otherwise part with the Contract or any part thereof, either directly or indirectly.

11 ENGINEER-IN-CHARGE'S DECISION:

In respect of all matters which are left to the decision of the Engineer-In-Charge including the granting or with-holding of the certificates, the Engineer-In-Charge shall, if required to do so give in writing a decision thereon..

12 PACKING, FORWARDING AND SHIPMENT:

The Contractor, wherever applicable, shall after proper painting, pack and crate all equipment in such a manner as to protect them from deterioration and damage during rail and road transportation to the site and storage at the site till the time of erection. The Contractor shall be held responsible for all damages due to improper packing and handling. The Contractor shall further be responsible for making all necessary arrangements for loading, unloading and other handling right from his works up to the Site and also till the equipment is erected, tested and commissioned. He shall be solely responsible for proper storage and safe custody of all equipment.

13 CONTRACT PERFORMANCE BANK GUARANTEE:

The Contractor shall furnish Contract Performance Bank Guarantee (s) for satisfactory performance of the Contract in the prescribed form of "Letter of Award". The performance bank guarantee(s) shall be as per terms prescribed in Section ITB of Vol.-I.

14 TERMS OF PAYMENT:

(A) Terms of payment and Contract security-cum-Performance Guarantee

- i. The contractor shall present the bill after completion of work/ material supplied with due certification by the OPTCL Engineer in Charge.
- ii. 90% of the value of contract shall be paid to contractor after successful completion of work and within a period of one month on presentation of the bills. Balance 10% shall be paid on submission of performance Bank guarantee of equivalent amount with validity of two months more than the guarantee period. Performance Bank guarantee shall be released after successful completion of validity period.
- iii. In the event of any breach or default in all or any condition of the contract, the contract Security-cum-performance guarantee shall be forfeited.
- iv. No interest shall be payable on contract Security-cum-Performance Guarantee.

(B) PAYMENT TOWARDS CHANGE IN RATES OF GST:

- i. Any statutory variations in GST rates during the contract period, if any, shall be to OPTCL's account.
- ii. Any statutory variations in GST rates beyond the contract period shall be to the Contractor's account, if the reason of delay is not attributable to Contractor.
- iii. In case of any subsequent change in the nature of supply, whether a "works contract" or a "composite supply other than works contract", impact of differential GST would be on contractor's account.

(C) STATUTORY LIABILITY:

Income Tax, Surcharge on Income Tax and other statutory payments and any other taxes for which the contractor is liable shall be payable by the contractor himself and he shall keep OPTCL indemnified for all times in the event OPTCL is made to discharge any tax liability on this account.

(D) TAX DEDUCTED AT SOURCE:

The statutory deduction of taxes and duties at source as applicable, related to these works, shall be made by OPTCL from the Contractor's bills for which the contractor cannot claim any reimbursement. TDS so deducted shall be deposited with the relevant tax Authorities & TDS certificates shall be issued by OPTCL.

15 DEDUCTIONS FROM CONTRACT PRICE:

- i. All costs, damages or expenses which OPTCL might have paid, for which Contractor is liable under the Contract, will be recovered from the Contractor.
- ii. All other deductions as applicable under the contract shall also be recovered from the contractor's invoice.

16 MATERIALS/EQUIPMENT HANDLING AND STORAGE:

- i. The Contractor shall be responsible for receipt, unloading, transportation, handling, storage, protection and safe custody of all materials/equipment at site till completion of work.
- ii. All materials shall be inspected at the time of receipt and any damage/shortage shall be immediately brought to the notice of the Engineer-in-Charge. However, responsibility for loss, damage or deterioration during transit, storage, handling and erection shall rest with the Contractor.
- iii. Proper records of receipt, consumption and balance of materials shall be maintained by the Contractor and made available for inspection by the Engineer-in-Charge. Fortnightly material account reports shall be submitted.
- iv. Materials shall be stored properly in suitable indoor/outdoor storage facilities with adequate protection against rain, dampness, fire, theft and other damages. Necessary watch and ward arrangements shall be provided by the Contractor.
- v. Packing materials and transit protection devices shall be removed before installation and consumable/deteriorating items shall be stored suitably to maintain their quality.
- vi. Materials supplied by OPTCL shall be used only for the intended purpose and safe custody/accounting thereof shall be the responsibility of the Contractor.

vii. The Contractor shall arrange all materials required for execution of work other than those supplied by OPTCL. In case of failure affecting progress of work, the Engineer-in-Charge may arrange such materials at the Contractor's cost.

viii. Surplus materials, if any, shall be returned as directed by the Engineer-in-Charge and no extra claim towards cartage or handling shall be entertained.

ix. OPTCL shall not be liable for delay/non-supply of materials due to circumstances beyond its control and no compensation claim on this account shall be admissible.

17 INDEMNITY BOND:

17.1 For the materials/equipment to be provided by the Contractor and/or for OPTCL supplied items (OSM), if any, even though it is a works contract, it will be the responsibility of the Contractor to take delivery, unload and store the materials/equipment at site and execute an indemnity bond in favour of OPTCL against loss, damage and risks involved for the full value of the Materials/Equipment.

17.1 In this respect, the contractor is liable to furnish indemnity bond as per the attached format, duly indemnifying the OPTCL for the Materials/Equipment Supplied and under the safe custody of the Contractor after supply of such Materials/Equipment for Erection, Installation, Commissioning & Services and to utilize the same exclusively for the purpose of the said Contract.

17.2 This indemnity bond shall be furnished by the Contractor before commencement of the supplies and shall be valid till the scheduled date (including any extension thereof) of testing, commissioning and handing over the equipment and line to OPTCL.

18 CODE REQUIREMENTS:

The erection requirements and procedures to be followed during the installation of the equipment shall be in accordance with the relevant Codes and accepted good engineering practice, the Engineer's drawings and other applicable Indian recognized codes and laws and regulation of the Government of India.

CONTRACTOR'S OBLIGATION:

19 FIRST AID:

19.1 To deal with emergency /accidental eventualities at works site, the Contractor shall make all such arrangements necessary, such as services of an ambulance etc. for transportation to hospital at his own cost.

19.2 The Contractor shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the Site. Enough number of Contractor's personals shall be trained in administering first-aid.

20. WORK & SAFETY REGULATIONS:

20.1 The Contractor shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to OPTCL or to others, working at the Site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislation and the Engineer-In-Charge, as he may deem necessary.

- 20.2 All equipment used in construction and erection by Contractor shall meet Indian/ International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the Contractor in accordance with manufacturer's Operation Manual and safety instructions and as per Guidelines/rules of OPTCL in this regard.
- 20.3 The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffolding etc.
- 20.4 Before the Contractor connects any electrical appliances to any plug or socket belonging to the other Contractor or OPTCL, he shall obtain permission of the Engineer-In-Charge detailing the sockets to which the appliances may be connected.
- 20.5 No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Engineer-In-Charge and a permit to work shall be issued by the Engineer-In-Charge before any repair work is carried out by the Contractor. The Contractors shall employ necessary number of qualified, full time electricians/ electrical supervisors to maintain his temporary electrical installation.
- 20.6 The Contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons as provided in the above clause and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of price reduction schedule.
- 20.7 It is mandatory for the Contractor to observe during the execution of the works, requirements of Safety Rules which would generally include but not limited to following:

Safety Rules

- a) Each employee shall be provided with initial indoctrination regarding safety by the Contractor, so as to enable him to conduct his work in a safe manner.
- b) No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.
- c) Employees under the influence of any intoxicating beverage, even to the slightest degree shall not be permitted to remain at work.
- d) The employees when working around moving machinery must not be permitted to wear loose garments. Safety shoes are recommended when working in shops or places where materials or tools are likely to fall. Only experienced workers shall be permitted to go behind guard rails or to clean around energized or moving equipment.
- e) The employees must use the standard protection equipment intended for each job each piece of equipment shall be inspected before and after it is used.

21 CONTRACTOR'S AREA OF LIMITS:

The Engineer-In-Charge will mark-out the boundary limits of access roads, parking spaces, storage and construction areas for the Contractor and the Contractor shall not trespass the areas not so marked out for him. The Contractor shall be responsible to ensure none of his personnel move out of the areas marked out for his operations. In case of such a need for the Contractor's personnel to work out of the areas marked out for him, the same shall be done only with the written permission of the Engineer-In-Charge.

22 SECURITY:

The Contractor shall have total responsibility for all equipment and materials in his custody as well as material supplied by OPTCL. The Contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss. All materials of the Contractor shall enter and leave the project site only with the written permission of the Engineer-In-Charge in the prescribed manner.

23 FACILITIES TO BE PROVIDED BY THE CONTRACTOR:**23.1 Tools, tackles and scaffolding:**

The Contractor shall provide all the construction equipment; tools, tackles and scaffolding required for pre-assembly, erection, testing and commissioning of the equipment covered under the Contract. He shall submit a list of all such materials to the Engineer-In-Charge before the commencement of pre-assembly at Site. These tools and tackles shall not be removed from the Site without the written permission of the Engineer-In-Charge.

23.2 Cleanliness:

23.2.1 The Contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of Contract. The Contractor shall employ enough number of special personnel to thoroughly clean his work-area at least once in a day. All such rubbish and scrap material shall be stacked or disposed of in a place to be identified by the Engineer-In-Charge. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.

23.2.2 Similarly the labour colony, the offices and the residential areas of the Contractor's employees and workmen shall be kept clean and neat to the entire satisfaction of the Engineer-In-Charge. Proper sanitary arrangement shall be provided by the Contractor, in the work-areas, office and residential areas of the Contractor.

24 EMPLOYMENT OF LABOUR:

24.1 The Contractor will be expected to employ on the work only his regular skilled employees with experience of his particular work. No female labour shall be employed after darkness. No person below the age of eighteen years shall be employed.

24.2 All traveling expenses including provisions of all necessary transport to and from Site, lodging allowances and other payments to the Contractor's employees shall be the sole responsibility of the Contractor.

24.3 The hours of work on the Site shall be decided by OPTCL and the Contractor shall adhere to it. Working hours will normally be eight (8) hours per day-Monday through Saturday.

24.4 The Contractor's employees shall wear identification badges while on work at Site.

24.5 In case OPTCL becomes liable to pay any wages or dues to Labour or any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour Regulation Abolition Act or any other law due to act of omission of the Contractor, OPTCL may make such payment and shall recover the same from the Contractor's bills.

24.6 Compliance with Labour Regulations:

24.6.1 During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all applicable existing labour enactments and rules made there-under, regulations, notifications and byelaws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The employees of the Contractor and the Sub-contractor in no case shall be treated as the employees of OPTCL at any point of time.

24.6.2 The Contractor shall keep OPTCL indemnified in case any action is taken against the OPTCL by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations, or notifications including amendments

24.6.3 If OPTCL is caused to pay under any law as Employer OPTCL such amount as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the Notifications/ Byelaws/ Acts/ Rules/ Regulations including amendments, if any, on the part of the Contractor, OPTCL shall have the right to deduct any money due to the Contractor under this contract or any other contract with OPTCL including his amount of performance security for adjusting the aforesaid payment. The OPTCL shall also have right to Construction of S/S and Transmission Line at various location in State of Odisha recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by OPTCL.

25 LIABILITY FOR ACCIDENTS AND DAMAGES:

Under the Contract, the Contractor shall be responsible for loss or damage to the plant and personnel until the successful completion of commissioning.

26 REJECTION OF MATERIALS/EQUIPMENT:

The equipment shall be supplied as per the GTP specified by OPTCL and from approved manufacturer Vendors list of OPTCL for this tender. For equipment for which GTP or selected Vendors is not specified by OPTCL, the same shall be supplied as per technical specification/Approved brands.

27 REJECTION OF MATERIALS/EQUIPMENT:

The equipment shall be supplied as per the GTP specified by OPTCL and from approved manufacturer Vendors list of OPTCL for this tender. For equipment for which GTP or selected Vendors is not specified by OPTCL, the same shall be supplied as per technical specification/Approved brands.

27. FORCE MAJEURE:

- 27.1 The term “Force Majeure” as employed herein include, acts of God or force of nature, landslide, earthquake, flood, fire, lightning, explosion, major storm (hurricane, typhoon, cyclone etc.) or tidal wave, shipwreck and perils of navigation, act of war (declared or undeclared) or public enemy, strike (excluding employee strikes, lockouts or other industrial disputes or action solely among employee of Contractor or its sub-contractors) act or omission of Sovereign States or those purporting to represent Sovereign States, blockade, embargo, quarantine, public disorder, sabotage, accident or similar events beyond the control of the parties or either of them.
- 27.2 Upon the occurrence of any Force Majeure event, the party so affected in the discharge of its obligation shall promptly, but no later than seven (7) days give written notice of such event to the other party. The affected party shall make every reasonable effort to remove or remedy the cause of such Force majeure or mitigate its effect as quickly as possible. If such occurrence results in the suspension of all or part of the work for a continuous period of more than 10(Ten) days, the parties shall meet and determine the measures to be taken.
- 27.3 Any delay or failure in performance by either party hereto shall not give rise to any claims for damages or loss of anticipated profits if and to the extent, such delay or failure is caused by Force Majeure.

28 TERMINATION OF CONTRACT ON OPTCL'S INITIATIVE:

- 28.1 The OPTCL reserves the right to terminate the Contract either in part or in full. The OPTCL shall in such an event give fifteen (15) days' notice in writing to the Contractor of his decision to do so.
- 28.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and terms satisfactory to OPTCL, stop all further sub-contracting or purchasing activity related to the work terminated, and assist OPTCL in maintenance, protection, and disposition of the works acquired under the Contract by OPTCL.

In the event of such a termination the Contractor shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination.

29 JURISDICTION OF COURT:

- 29.1 The laws applicable to the Contract shall be the laws in force in India. The Honb'le Courts of Bhubaneswar/Cuttack shall have exclusive jurisdiction in all matters arising under this Contract.
- 29.2 Writ Jurisdiction shall come under High Court of Odisha.

-----END OF SECTION – III-----

VOLUME-I

SECTION-IV

BID PROPOSAL SHEETS (BPS)

ENCLOSURE:

A. Soft Form of Documents (Scanned Copy):

Sl. No	Description	.Pdf file reference
1	Documentary proof of payment of Tender cost, Tender Processing Fees through e-payment mode and DD towards Bid Security (EMD).	Attach 1.pdf
2	Power of Attorney /notarized copy for signing the bid document.	Attach 2.pdf
3	Following documents/Credential in support of meeting Technical Qualifying requirement: i. Work Orders/LOA (including detailed bill of quantity for supply & erection works) ii. Commissioning Certificate/ Handing Over and Taking Over Certificate/Client Certified copies of completion certificate in respect of the work orders furnished as above. iii. Performance Certificate in respect of the work orders furnished as above. iv. Valid HT/EHT Electrical License of the EPC/ Turnkey Contractor available from anywhere in India	Attach 3.pdf
4	Scanned copy of Documents/credential in support of meeting the Financial QR: i. Audited Balance sheet for FY 20-21,21-22,22-23, 23-24, 24-25. ii. MAAT & Net Worth Schedule as per (Fin-1,Fin-2) iii. Filed ITR copy for FY22-23,23-24,24-25	Attach 4.Pdf
5	Scanned copies of Statutory Documents; i. IT PAN. ii. GST Registration Certificate iii. Documents in support of Bank Account.	Attach 5.pdf
6	Commercial Deviation Schedule to be submitted as per	Attach 6.pdf

	the prescribed format duly signed. (Annexure-VII)	
7	Technical Deviation Schedule to be submitted as per the prescribed format duly signed and uploaded (Annexure-VI)	Attach 7.pdf
8	Work Completion Schedule to be signed and uploaded as per the format (Annexure-X)	Attach 8.pdf
9	Self-Declaration Form as per the format (Annexure-V)	Attach 9.pdf
10	Affidavit of Bidder (Annexure-VIII)	Attach 10.pdf
11	Any Other relevant documents < As per requirement of the tender>	Attach 11.pdf
12	E-Reverse Auction Compliance form(Annexure-IX)	Attach 12.pdf

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

Sl. No.	Particulars	Schedules in XLS format
1	Section-I : TECHNO-COMERCIAL BID(2 Sheets in .xls)	Schedule-I
2	Section -II : PRICE BID (5 sheets in .xls)	Schedule-II

SECTION : V

ANNEXURES

CONTENTS

ANNEXURE	DESCRIPTION
I	PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE (CPBG)
II	Proforma of Extension of Bank Guarantee
III	Proforma of Indemnity Bond
IV	Proforma of Contract Agreement
V	Proforma of Self declaration - Black Listing/debarring Action
VI	Technical Deviation Sheet
VII	Commercial Deviation Sheet
VIII	Affidavit of the Bidder
IX	Reverse Auction Process Compliance Form
X	Works Completion Schedule
XI	Certificate (to be furnished in bidder company's letter head)

ANNEXURE –I

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE (CPBG)

(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.)

Ref No:-

Bank Guarantee No.

Date:

BG Amount:.....

Validity Period:.....

Claim Period:.....

To,

Sr.GM (Ele)

Central (O&M) Zone

OPTCL, Bhubaneswar.

This Guarantee Bond is executed this..... day of by us the Bank at , P.O..... , Dist....., State..... and Code No.....

Whereas the ODISHA POWER TRANSMISSION CORPORATION Limited, Janpath, Bhubaneswar, a company constituted under the Companies Act-1956 (hereinafter called OPTCL) has issued Letter of Award (LOA) No..... Dated..... for the purpose of work under Package No..... of Phase-I (herein after called “the Agreement”) to M/s/Shri....., Address..... (herein after called the “Contractor”) for supply, erection, installation & commissioning and associated civil works of Sub-stations and lines and whereas OPTCL has agreed (1) to exempt demand of security deposit under the terms and conditions of the LOA (2) to release 100% payment of the cost of the Contract Price and (3) to exempt the Contractor from Performance Guarantee on furnishing by the Contractor to OPTCL a Contract Performance Bank Guarantee (CPBG) of the value of 10% of the Contract Price of the said Agreement.

1. Now therefore, in consideration of OPTCL having agreed to exempt the Contractor from the demand under the terms and conditions of LOA No. _____ dated _____ for Supply, Erection, Installation & Commissioning and Associated Civil Works and for the due fulfillment by the said Contractor of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____) only, we the bank _____ [Indicate bank Name , Address & Code] (hereinafter referred to as “the Bank”) at the request of M/s/Shri

_____ contractor do hereby undertake to pay to OPTCL, an amount not exceeding Rs._____ (Rupees ____) only against any loss or damage caused to or suffered or would be caused to or suffered by OPTCL by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement.

2. We, the _____ Bank [indicate the name of the Bank, Address & Code] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from OPTCL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by OPTCL by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement or by reasons of any breach by the said Contractor'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. _____ (In Words).
3. We, the..... Bank also undertake to pay to OPTCL any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding instituted / pending before any court or tribunal relating thereto, our liability under this present being absolute and irrevocable. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
4. We, the _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the aforesaid period of _____ days and it shall continue to be so enforceable till all the dues of OPTCL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till OPTCL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharge this guarantee and the said CPBG will not be revoked by us during the validity of the guarantee period. Unless a demand or claim under this guarantee is made on us or our Branch Office at Bhubaneswar <Mention Name, Address & Code of the Branch Office at Bhubaneswar of issuing Bank> in writing on or before..... (Date), we shall be discharged from all liability under this guarantee thereafter.
5. We, the _____ Bank [indicate the name of the Bank, Address & Code] further agree with the Board that 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 Bid or to extend time or performance by the said contractor(s) from time to time or to postpone for any time or from time to time only of the powers exercisable by OPTCL against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Bid and we shall not be relieved from our liability by reason of any such variation postponement or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of OPTCL or any indulgence by OPTCL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to the sureties

would, but this provision ,have effect of so reliving us.

6. This guarantee will not be discharged due to the change in the name, style or constitution of the Bank of the contractor(s).
7. We, the _____ Bank [indicate the name of the bank, Address & Code] lastly undertake not to revoke this guarantee during its currency except with the previous consent of OPTCL in writing.
8. We, the _____ Bank (Name, Address & Code) further agree that this guarantee shall also be invokable at our place of business at **Bhubaneswar** (indicate Name, Address & Code of the Branch at Bhubaneswar) in the State of Odisha. **“Not withstanding anything contained herein”**
 - a) Our liability under the bank guarantee shall not exceed Rs.----- (in words Rupees-----
-) only.
 - b) This Bank guarantee shall be valid up to -----.
 - c) We or our Branch at Bhubaneswar <Mention Name, Address & Code.....> are liable to pay guaranteed amount or any part thereof depending on filing of claim under this bank guarantee only and only if OPTCL serve upon us or our Branch at Bhubaneswar a written claim or demand and received by us or by our Branch at Bhubaneswar on or before(last date),

The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary's advising bank (**ICICI Bank Bhubaneswar**, IFSC Code ICIC0000061).

Dated, the _____ Day of _____

For _____ [Indicate name of Bank]

Signature.....

Full Name.....

Designation.....

Power Of Attorney.....

Dated.....

Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

1. Signature.....

Full Name.....

2. Signature.....

Full Name.....

N.B.:

1. Name of the Contractor.:
2. BG No & Date :.....
3. Amount (In Rs.):.....
4. Validity up to :.....
5. LOA No.....
6. Package No.....
7. Name, Address & Code of Issuing Bank:.....
8. Name, Address & Code Bhubaneswar Branch of the Issuing Bank:.....
9. The Bank Guarantee shall be accepted after getting SFMS advice as per details below.

Format for SFMS details

10. **(The Unique Identifier for field 7037 is “OPTCL541405793”)**

Sl. No	PARTICULARS	TYPE	DETAILS
1	Type of Bank Guarantee	Mandatory	Contract Performance
2	Currency & Amount	Mandatory	
3	Validity Period(from—to --)	Mandatory	
4	Effective Date	Mandatory	
5	End date of lodgment of Claim	Mandatory	
6	Place of lodgment of claim	Mandatory	Bhubaneswar, Branch Name----- of Bhubaneswar Branch code----- of Bhubaneswar Branch Address ----- at Bhubaneswar
7	Issuing Branch IFSC Code	Mandatory	
8	Issuing Branch name & address	Mandatory	
9	Name of applicant and its details	Mandatory	
10	Name of Beneficiary and its details	Mandatory	
11	Beneficiary's Bank/Branch and IFSC Code	Mandatory	ICICI Bank Ltd IFSC Code-ICIC0000061
12	Beneficiary's Bank/Branch name and address	Mandatory	ICICI Bank Ltd Bhubaneswar Main Branch, Bhubaneswar
13	Sender to receiver information	Mandatory	
14	Purpose of Guarantee	Mandatory	Contract Performance
15	Reference/Description of the underlined tender/contract	Mandatory	LOA No----

Note:

- 1. Contractor shall furnish single CPBG for the contract (Supply, Erection, Installation & Commissioning and Associated Civil Works).**
- 2. Strikeout the portion which are not required.**
- 3. In case a Contractor is a Joint Venture/Consortium, The CPBG shall be submitted by the Lead Partner mentioning the Name & Address of the Lead Partner & Other Partner.**

ANNEXURE-II
PROFORMA OF EXTENSION OF BANK GUARANTEE

(To be stamped in accordance with Stamp Act and the Non-Judicial stamp paper should be in the name of the issuing Bank)

Ref No:-

Date:-

To,
 Sr.GM (Ele)
 Central (O&M) Zone
 OPTCL, Bhubaneswar.

Dear Sir,

Sub: Extension of Bank Guarantee No.for Rs.....favouring yourselves, expiring onon account of M/s. in respect of LOA No. dated (herein after called original Bank Guarantee).

At the request of M/s., we..... Bank, branch office atand having its Head Office at do hereby extend our liability under the above mentioned Guarantee No. Dated.....for a further period ofyears / months/ days from to expire onexcept as provided above, all other terms and conditions of the original Bank Guarantee No. dated.....shall remain unaltered and binding.

Please treat this as an integral part of the original Bank Guarantee to which it would be attached.

“Notwithstanding anything contained herein”

a) Our liability under the bank guarantee shall not exceed Rs.----- (Rupees in words-----) only.

b) This Bank guarantee shall be valid up to-----.

c) We or our Branch at **Bhubaneswar** <Mention Name, Address & Code.....> shall be liable to pay guaranteed amount or any part thereof under this guarantee only if you serve upon us at----- Branch of Bhubaneswar a written claim or demand on or before,

The Bank Guarantee extension is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary's advising bank (ICICI Bank Bhubaneswar, IFSC Code ICIC0000061).

Dated this Day of20..... at

For.....[Indicate name of the Bank]

Signature.....

Full Name

Designation

Power Of Attorney No.....

Seal of the Bank.....

ANNEXURE - III

PROFORMA OF INDEMNITY BOND

(On non-Judicial stamp paper of appropriate value)

INDEMNITY BOND

THIS INDEMNITY BOND is made this..... day of 20by M/s/ Shri..... and Address a Company registered under the Companies Act, 1956/ Partnership Firm/ Proprietary Concern having its Registered Office at(hereinafter called as 'Contractor' which expression shall include its successors and permitted assigns) in favour of Odisha Power Transmission Corporation Ltd., a Company incorporated under the Companies Act, 1956 having its Registered Office at Janapath, Bhubaneswar (hereinafter called "OPTCL" which expression shall include its successors/administrator and assign) :

WHEREAS THE OPTCL has awarded to the Contractor vide its Letter of Award/Contract Agreement No..... dated..... and its Amendment No..... and Amendment No. (Applicable when amendments have been issued) (hereinafter called the "Contract") forin terms of which the Contractor is to supply the Materials/Equipment at work site of OPTCL, in consideration of payment received against such Materials/Equipment from OPTCL and also for Owners Supplied Materials (OSM).

AND WHEREAS Such Materials/Equipment are required to be delivered , erected and commissioned by the contractor at contractor's site for execution of the Contract.

And WHEREAS by virtue of Clause No..... of the said Contract, the Contractor is required to execute an Indemnity Bond in favour of OPTCL *** for the purpose of performance of the Contract.

NOW THEREFORE, This Indemnity Bond witnesses as follows:

1. That in consideration of various Materials/Equipment as mentioned in the Contract, valued at Rs. (Rupees) delivered by the Contractor and remaining in their custody for the purpose of execution of the Contract, the Contractor hereby undertakes to indemnify and shall keep OPTCL *** indemnified, for the full value of the Materials/Equipment. The Contractor hereby acknowledges receipt of payment against the Materials/Equipment as supplied by the Contractor and it is expressly understood by the Contractor that in consideration of the fact that materials/ equipment is in their custody for execution of the contract, the said Materials/Equipment duly endorsed by OPTCL *** in favour of the Contractor shall be construed as handing over of the Materials/Equipment purported to be covered by such title documents and the Contractor shall hold such Materials/Equipment in trust as a Trustee for and on behalf of..... OPTCL ***.

2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/ protection and custody of the Materials/Equipment at *** project Site against all risks, whatsoever till the Materials/Equipment are duly used/ erected in accordance with the terms of the Contract and the Plant/ Package duly erected and commissioned in accordance with the terms of the Contract is taken over by OPTCL. The Contractor undertakes to keep OPTCL harmless against any loss or damage that may be caused to the Materials/Equipment.
3. The Contractor undertakes that the Materials/Equipment shall be used exclusively for the performance/ execution of the Contract strictly in accordance with its terms and conditions and no part of the Materials/equipment shall be utilized for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/ penal consequences.
4. That OPTCL is and shall at all times remain the exclusive OPTCL of the Materials/ Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The Materials/Equipment shall at all times be open to inspection and checking by Engineer-in-Charge of the work to be performed by the Contractor under the said contract and/or any officer or agents authorized by him in this regard. Further, OPTCL shall always be free at all times to take possession of the Materials/Equipment that are likely to be endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions or demand of OPTCL to return the Materials/Equipment without any demur or reservation.
5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Materials/Equipment or any part thereof is mis-utilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Engineer-in-Charge / Authorized / officer/representative of OPTCL as to assessment of loss or damage to the Materials/Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Materials/Equipment at his own cost and/ or shall pay the amount of loss to OPTCL without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to OPTCL against the Contractor under the Contract and under this Indemnity Bond.

NOW THE CONDITION of this Bond is that the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of OPTCL. The above Bond shall be void after all the obligations under this Bond are fulfilled by the Contractor, otherwise, it shall remain in full force and virtue.

IN WITNESS WHERE OF, the Contractor has hereunto set its hand through its authorized representative under the common seal of the Company, the day, month and year first above mentioned.

SCHEDULE

Particulars	Quantity	Value of the Materials/Equipment
Materials/Equipment to be supplied under the Contract		
OSM Materials/Equipment handed over under the Contract		

For and on behalf of

M/s.....

WITNESS

1. 1. Signature
2. Name
3. Address

Signature.....

Name

Designation

Authorized representative \$

2. 1. Signature
2. Name
3. Address

(Common Seal)

(In case of Company)

\$ Indemnity Bonds are to be executed by the authorized person and (i) in case of Contracting Company under common seal of the Company or (ii) having the Power of Attorney issued under common seal of the company with authority to execute Indemnity Bond, (iii) In case of (ii), the original Power of Attorney specifically executed for this Contract should be attached to Indemnity Bond.

*** to insert the designation of the Authorized Person appointed by the by OPTCL for this purpose

ANNEXURE-IV
PROFORMA OF CONTRACT AGREEMENT
(To be executed on non-judicial stamp paper)
CONTRACT AGREEMENT

Agreement No. -----

THIS **CONTRACT** Agreement No.----- (**the CONTRACT**) is made on the Day of -----, between, The **Odisha Power Transmission Corporation Limited, Janapath, Bhubaneswar – 751022** (hereinafter called “OPTCL” & also referred to as “OPTCL” which expression shall include its successor, administrator and assigns) of one part and **M/s -----** (hereinafter called “the Contractor”) of the other part.

Whereas OPTCL desires the contractor to execute the contract, for Supply, Erection, , Installation, Testing & Commissioning and associated civil works of ----- (Scope of Package/ Works) as per “**Bid No (e-NIT)**”....., and Tender document for **Package/Works No.....**” and has accepted the bid of the Contractor for the execution of this contract a for **sum of RS.-----/- (RUPEES ----- ONLY)** (hereinafter called ‘**the contract price**”).

NOW THE AGREEMENT WITNESS AS FOLLOWS:-

- 1.0 In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender document referred to above.
- 2.0 The following documents shall be deemed to form and be read and construed as part of this agreement,
 - 2.1 e-NIT, Pre-bid Amendment/errata/corrigendum/ addendum etc., if any, e-tender Document (ITB, General Conditions of Contract, Annexures, Schedules, BPS etc.).
 - 2.2 Scope of Works and Specifications of the equipment as per Volume-II.
 - 2.3 Accepted Technical Bid.
 - 2.4 Accepted Price Bid.
 - 2.5 Letter of Award No._____including BOQ & Price Schedule.
 - 2.6 Any letters of clarifications issued by OPTCL prior to the Award of Contract except to the extent of repugnancy.
 - 2.7 All the materials, literature, guaranteed data and information of any sort given by the Contractor along with his bid, subject to the approval of OPTCL.
 - 2.8 Any agreed variations of the conditions of the documents and General conditions of Contract.
 - 2.9 Contract Agreement.
 - 2.10 Approved Work Completion Schedule
 - 2.11 Approved GTP, Drawings, and Designs etc. under the contract.

- 3.0 In Consideration of the payments to be made by OPTCL to the contractor as hereinafter mentioned, the contractor here by covenants with OPTCL to execute the contract and to remedy the defects there in, in conformity & in all respects as per the provision of the tender specification & instructions given from time to time by OPTCL.
- 4.0 The OPTCL here by covenants to pay the contract price **RS. -----/- (RUPEES ----- ONLY)** to the contractor, inconsideration of the performance, execution of the contract and the remedying of defects there in, the contract price or such other sum as may become payable under the provisions of the contract in the manner prescribed by the contract.
- 5.0 The Terms and procedure of payment according to which OPTCL will reimburse the contractor as per the Tender Specification No. "....., **and Payment Clause**"
- 6.0 The Time of completion shall be <_(____)> months from the date of issue of the LOA against the **Package/WorksNo".**
- 7.0 This agreement shall be subject to jurisdiction of the Hon'ble High Court of Odisha and Courts at Bhubaneswar to the exclusion of all other Courts.

IN WITNESS whereof, the parties here to, caused this agreement to be duly executed at Bhubaneswar, Dist : Khurdha, Odisha in accordance with the prevailing laws on the day and year first above written.

For & on behalf of the Contractor:

For & on behalf of OPTCL

Tender Issuing Authority,
Executive Director, Central Zone
M/s.

OPTCL – Janapath

(Address):-

Bhubaneswar – 751022
(Empowered officer)

(Power of Attorney holder)

In the Presence of

1. Witness – 1
(Name & Address)

1. Witness – 1
(Name & Address)

2. Witness – 2
(Name & Address)

2. Witness – 2
(Name & Address)

ANNEXURE-V

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

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 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 do not have any litigation pending with OPTCL with regard to any project or related activity.
3. 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.
4. In the event, any information is found out contrary to the above either during the finalization 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-VI

TECHNICAL DEVIATION SHEET

Bidder's Name & Address

To,

**The Sr.GM (Ele)
Central (O&M) Zone
OPTCL, Bhubaneswar.**

Ref.:

1. E- NIT No:.....
2. Package/Works Ref. No:

Sub: Technical Deviation Sheet.

Dear Sirs,

The following are the Technical Deviations and exceptions from the specifications and documents for the subject package/works. These deviations are exhaustive, except for these deviations, the entire package/works shall be performed as per your specifications and documents.

Volume/Clause	Ref./Page No.	As specified in the Technical Specification	Technical deviations , if any

Note: 1. Continuation sheets, of like size and format, may be used as per Bidder's requirements and annexed to this Schedule.

2. The deviations, if any, shall be brought out separately for each of the equipment/Materials/works.

3. Deviations mentioned other than the above shall constitute Nil/No deviation.

Date:

(Signature)

Place:

(Printed Name)

(Designation)

(Common Seal)

(This form shall be duly filled-up, signed by the bidder & uploaded as an attachment)

ANNEXURE – VII

COMMERCIAL DEVIATION SHEET

Bidder's Name & Address

To

**The Sr.GM (Ele)
Central (O&M) Zone
OPTCL, Bhubaneswar.**

Ref.:

1. E- NIT No:.....
2. Package/Works Ref. No:

Sub: Commercial Deviation Sheet.

Dear Sirs,

We hereby undertake to execute the work without any deviation to the Commercial terms and conditions of the Package/Works contained in the tender specifications.

Sl. No.	Tender Clause Reference	Page Ref. No.	Commercial Deviation, if any

Date:

(Signature of the Bidder)

Place:

(Printed Name)

(Designation)

(Common Seal)

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

(This form shall be duly filled-up, signed by the bidder & uploaded as an attachment as a token of acceptance towards the NIL/NO deviation to the Commercial Terms and Conditions)

ANNEXURE –VIII

AFFIDAVIT OF BIDDER

BEFORE Sri/, Notary, At-.....

.....

Affidavit

WHEREAS the Odisha Power Transmission Corporation Ltd., Bhubaneswar(OPTCL) has floated its Tender No.....inviting bids from eligible bidder to execute the work of

AND WHEREAS M/s..... (briefly "Bidder") has offered its bid onin response to the said Tender No.....of OPTCL expressing its interest to execute the work as specified therein.

AND WHEREAS the said Tender No..... of OPTCL requires the Bidder to solemnly affirm the correctness of the document and information furnished in its bid, so offered to OPTCL.

NOW THEREFORE, in response to the requirement, the Tender No... .. of OPTCL, and having been duly authorized by the Bidder, I Sri/ Mrs. aged about..... years, Son/Daughter/Wife of Sri/Mrs., at present working as..... of M/s..... (The Bidder) do hereby solemnly affirm and state as follows:

1. That I am competent and have been duly authorized by the Bidder M/s..... to swear this affidavit on its behalf.
2. That the documents and information furnished by the Bidder in its bid offered in respect to the said Tender No... .. of OPTCL are true and correct.
3. That in the event any document and information as furnished by the Bidder in response to the said Tender No of OPTCL is found/ considered by OPTCL at any time as to be not correct/ wrong, OPTCL shall be competent and at liberty without any show cause to the Bidder to terminate its contract/ agreement With the Bidder, if any.
4. The OPTCL shall also be competent, without any reference to the Bidder, to black list the Bidder and debar the Bidder from participating in any other Tender of OPTCL pursuant to its consideration/ finding that the Bidder has furnished any incorrect/ wrong document and information tendered/made pursuant to Tender No.....of OPTCL.
5. That the affirmation made herein above is/are correct and true and nothing Stated herein is false.

Identified by

DEPONENT

ADVOCATE

ANNEXURE – IX
(Reverse Auction Process Compliance Form)

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

To,

**The Sr.GM (Ele)
Central (O&M) Zone
OPTCL, Bhubaneswar**

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 Name & Address

Person having power of attorney for the subject package.

ANNEXURE – X
(Work Completion Format)

PACKAGE/WORKS: - Construction of ON EPC/ TURNKEY CONTRACT BASIS”.

Bidder’s Name & Address:

To

**The Sr.GM (Ele)
 Central (O&M) Zone
 OPTCL, Bhubaneswar.**

Dear Sir,

We hereby declare that the following work completion schedule shall be followed by us in furnishing, erecting and commissioning the Construction of against e-NIT No., in the State of Odisha.

The period of various activities reckons from “the date of Letter of Award (LOA)” to us. However, total duration for completion of work shall be within **<06(Four)> Months from the date of issue of LOA.**

Sl. No.	Stages of Supply & Works	Bidder to submit number of Days from the date of issue of LOA i.e. ZERO-“0” date for the key mile stone activity to be Completed (in Days)
1	Acknowledgement of LOA	
2	Signing of Contract Agreement	
5	Supply of Materials/Equipment at Site	
6	Civil works of the GIS bay Work	
7	Erection & installation work of the bay work	
8	Testing and Pre-Commissioning	

(Authorised Signatory)

(This form shall be duly filled-up, signed by the bidder & uploaded as an attachment)

Annexure-XI

Certificate (to be furnished in bidder company's letter head)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable evidence of valid registration by the Competent Authority shall be attached.]

Authorized signatory
Company seal
