



**ODISHA POWER TRANSMISSION CORPORATION LTD**

OFFICE OF THE SR. GENERAL MANAGER (STORES & SERVICES)

JANAPATH, BHUBANESWAR-751022

TEL NO. 0674-2547185, email: [sto.cle.bbs@optcl.co.in](mailto:sto.cle.bbs@optcl.co.in),

Website: [www.optcl.co.in](http://www.optcl.co.in), CIN:U40102OR2004SGC007553

**e- TENDER NOTICE NO. - SR.G.M. [S&S]- 01 /2024-25**

**TENDER SPEC IFICATION**

**FOR**

**CONSTRUCTION OF 1X500 KVA 11/0.4KV PROPOSED SWITCHYARD WITH HT METERING ON THE PREMISES OF PUMP HOUSE, BHOINAGAR COLONY, BHUBANESWAR UNDER 6% SUPERVISION SCHEME OF TPCODL TO CATER LOAD TO BOTH PUMP HOUSE AND POWER COMMUNITY CENTRE, OPTCL, BHUBANESWAR.**

Cost of Tender Paper	: Rs.7080.00 (Including GST).
Earnest Money Deposit	: Rs.18,600.00
Last Date & Time of uploading of e-Tender paper	: Dt. 26.12.2024 at 5.00 PM
Date and Time of opening of Tender (Techno Commercial Bid).	: Dt. 27.12.2024 at 11.00 AM

**Sd/-**

**Sr. General Manager(S&S)**

**OPTCL**

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## **PART-I**

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# ODISHA POWER TRANSMISSION CORPORATION LTD

OFFICE OF THE SR.GENERAL MANAGER (STORES & SERVICES)

JANAPATH, BHUBANESWAR-751022

TEL NO. 0674-2547185, email:sto.cle.bbs@optcl.co.in,

Website:www.optcl.co.in, CIN:U40102OR2004SGC007553

EMC-02/2024

/Dated.

## **e- TENDER CALL NOTICE NO. SR.G.M.[S&S]- 01 /2024-25**

For and on behalf of Odisha Power Transmission Corporation Limited, Sr.G.M. (S&S.) invites e-tender in two parts i.e. (i) Techno-commercial Bid and (ii) Price Bid, from reputed Agencies / Firms / Contractors having valid HT license from ELBO, Govt. of Odisha, valid GST & PAN and 3 years of experience in doing similar nature of work at distribution sector of Govt. Odisha for Construction of 1X500 KVA 11/0.4KV Proposed switchyard with HT metering on the premises of Pump house, OPTCL Bhoinagar colony, Bhubaneswar under 6% supervision scheme of TPCODL to cater load to both Pump house and Power community Centre, OPTCL, Bhubaneswar. The Agencies / Firms / contractors must have the experience of at least 03 years in doing similar nature of work in distribution sector of Odisha i.e. TPCODL/TPSODL/TPNODL/TPWODL towards the above said construction work of 11/0.4KV Switchyard. The interested bidders would be required to enroll themselves on the tender portal [http:// www.tenderwizard.com/ OPTCL](http://www.tenderwizard.com/OPTCL) for free view / uploading of tender documents available at the said web site and may visit OPTCL's website <http://www.optcl.co.in> for detail enquiry.

OPTCL reserves the right to accept or reject the tender without assigning any reason thereof.

Sl. No	Tender Specification No.	Description of works.	Cost of Tender Paper (in Rs.)	Earnest Money Deposit (In Rs.)	Last date and time of uploading of tender documents.	Date and time of opening of Techno-commercial Bid
1.	SR.G.M. [S&S]- 01 /2024-25	Construction of 1X500 KVA 11/0.4KV Proposed switchyard with HT metering on the premises of Pump house, OPTCL Bhoinagar colony, Bhubaneswar under 6% supervision scheme of TPCODL to cater load to both Pump house and Power community Centre, OPTCL, Bhubaneswar.	<b>7080.00</b> (Including GST).	<b>18,600/-</b>	Dtd.26.12.2024 Up to 05:00 PM	Dtd.27.12.2024 At 11:00 AM

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

**Sd/-**

**SR. GENERAL MANAGER [S&S]**

## **DETAILS OF TENDER NOTICE**

The bidders shall submit the bid through Electronic Mode only i.e. [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL). No request from any bidder for acceptance of the bid in physical form will be entertained by OPTCL.

**1. TENDER DOCUMENT COST:**

The bidders who want to submit bids shall have to pay non-refundable amount of **Rs.7080/- (Rupees Seven thousand eighty)** only including GST towards the e-tender document cost, in the form of Demand draft/Pay order, drawn in favour of the “**Stores Circle, OPTCL**” payable at “**Bhubaneswar**”. They have to also submit notarized hard copy of GST registration certificate on or before the date & time of submission of bid.

**2. TENDER PROCESSING FEE:**

The bidders shall have to submit non-refundable amount of **Rs.1861/- (Rupees one thousand eight hundred sixty one)** only including GST @ 18% towards the e-tender processing fee to K.S.E.D.C. Ltd, in e-payment mode. The e-payment of above amount is to be made to enable the bidder to download the bid proposal sheets & bid documents in electronic mode.

**3. SUBMISSION OF COST TOWARDS TENDER DOCUMENT AND EMD:**

The bidder shall deposit the tender document cost and EMD in the form of DD.

**The DD towards Tender document cost and DD towards EMD are to be submitted at the office of Sr. General Manager (Mech.), S&S, OPTCL, Bhubaneswar-751022 sufficiently before the stipulated last date & time of opening of tender. Bidders must upload the scanned copy of same at the time of bidding.**

***Non receipt of Tender document cost & EMD by the scheduled last date & time of bid uploading shall be liable for rejection of bid under outright rejection clause of the tender.***

The bidders shall scan the Demand Draft towards Tender document cost & EMD and upload the same in the prescribed form in .gif or .jpg format in addition to submitting the original as stated above.

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

- 4.** Completed bids in prescribed format will be **accepted till 05:00 P.M. of 26.12.2024** and the techno-commercial bids will be opened at **11:00 A.M on 27.12.2024** at the office of Sr. General Manager (Mech.), S&S, OPTCL, Janpath, Bhubaneswar-751022. Date and time of opening of price bids shall be intimated to the Techno-commercially qualified bidders only. In the event of any specified date for submission or opening of bids being declared a holiday for OPTCL, bids will be opened up to the appointed times on the next working day. Only one representative of each firm/contractor will be allowed to be present during the tender opening (Price Bid) with proper authorization from the bidder and Identity proof of representative.
- 5.** OPTCL reserves the right to accept or reject any or all tenders without assigning any reason thereof, if the situation so warrants.
- 6.** The bids submitted through Fax or Email shall not be accepted.

Any clarifications regarding the scope of work and technical features of the tender can be obtained from Office of the **Sr. General Manager (Mech.), S&S, OPTCL, Bhubaneswar-751022** during the tendering period in office hours only.

## **INSTRUCTIONS TO TENDERERS**

### **1 Submission of Bids: -**

The bidder shall submit the bid through Electronic Mode only i.e. **www.tenderwizard.com/OPTCL**. The bidder must ensure that the bids are received in the specified website of the OPTCL by the date and time indicated in the Tender notice. Bids submitted through telex/telegram/Fax/e-mail will not be accepted. No request from any bidder to receive / collect the Bids in physical form will be entertained by the OPTCL. OPTCL reserves the right to reject any bid which is not deposited in accordance to the instructions issued in this regard.

The participants to the tender should be registered under GST laws.

- (a) For all the bidders it is mandatory to procure the Digital Signatures of Class-III.
- (b) Bidders are requested to follow the steps mentioned below for enabling them to participate in the above e-tender.

### **2 Registration:**

- a. Click "Register", fill the online registration form.
- b. Pay the amount of **Rs.2,360/-** through e-payment in favour of KSEDCL Payable at Bangalore.
- c. Send the acknowledgment copy for verification.
- d. As soon as the verification is done, the e-tender user id will be enabled & issued to them.

**NB : i) This registration is valid for 2(two) years.**

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

**4** If any Bidder wants to participate in the tender he will have to follow the instructions given below:

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

- h) Select the Certificate and enter DSC Password.
- i) Re-enter the e-Procurement User Id Password.

**9.**

- 5** To make a request for Tender Document, Bidders will have to follow the steps as mentioned below.
- 1) Click on “Apply” to view / apply for new tenders.
  - 2) Click on “Request” icon for online request.
- 6** After making the request, Bidders will receive the Tender Documents which can be downloaded by the following steps in order to obtain complete information process & guidelines for the e-tender:
- 1) Click to view the tender documents which are received by the user.
  - 2) Tender document screen appears.
  - 3) Click “Click here to download” to download the documents.
- 7** After completing all the formalities, Bidders will have to submit the tender and they must take care of following instructions.
- 1) Prior to submission, bidders must verify the uploading of all required documents pertaining to the tender.
  - 2) Note down / take a print of bid control number once it is displayed on the screen.
- Tender Opening event can be viewed online. Competitors bid sheets are available in the website for all.

**For any e-tendering assistance, contact Help-desk number mentioned below.**

**Bangalore – 080- 40482000.**

## **8. ELIGIBILITY CRITERIA**

- 8.1)** The Agencies / Firms / contractors must have the experience of at least 03 years in doing similar nature of work in distribution sector of Odisha i.e. TPCODL/TPSODL/TPNODL/TPWODL towards the above said construction work of 11/0.4KV Switchyard.
- 8.2)** The annual average turnover of the Agency / Contractor during last 3 consecutive financial year ending 31.03.2023 should be more than Rs.40.00 lakhs per year. The bidder shall submit along with the tender, Audited Annual Accounts / CA (Chartered Accountant) certificate indicating the average turnover for the last three years ending on 31.03.2023 in support of meeting the requirement.
- 8.3)** The Agency / contractor should have valid ELBO license, GST registration No., & Income Tax PAN.
- 8.4)** The Agency / contractor should have it's own T&P required for construction and S.I.T.C. work.

### **Tenders shall be in Single stage Two Parts.**

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



## 10. Mode of submission of Tenders.

- a) Tenders shall be submitted through electronic mode only.  
([www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL))
- b) Bids submitted through telex/telegram/Fax/e-mail will not be accepted under any circumstances.

## 11. DOCUMENTS TO BE SUBMITTED

### 11.1 Tenderer has to upload the self-attested copies of the following documents along “ With Techno-commercial Bid”

- i. Copy of valid HT license from ELBO, Govt. of Odisha.
- ii. Copy of GST Registration Certificate along with copy of latest GST Return filed.
- iii. Copy of Income Tax PAN Card (in the name of Firm or in the name of proprietor).
- iv. Copy of Work orders in support of having experience in executing construction of 11/0.4 KV Switchyard works in distribution sectors of Odisha i.e. TPCODL/TPSODL/TPNODL/TPWODL during the last 3(Three) years
- v. Copies of Audited Annual Accounts & CA certificate for last 3 years ending 31.03.2023 in support of annual average turnover related to scope of work of this tender along with valid UDIN.
- vi. Copies of Income Tax return filed during last 3(three) Financial Years ending on 31.03.2023.
- vii. Declaration Form as per the format enclosed at Annexure-I
- viii. An affidavit declaring that Agency/contractor has never been debarred or black listed by any Govt. / PSU / Corporate Sector, shall be submitted along with the bid as per the format enclosed at Annexure-IV.
- ix. Scanned copy of the Demand Draft amounting **Rs.18,600/- towards EMD** drawn in favour of **Stores Circle, OPTCL** payable at **Bhubaneswar** is to be uploaded along with techno-commercial bid.
- x. Demand Draft amounting **Rs.7080/-** drawn in favour of **Stores Circle, OPTCL** payable at **Bhubaneswar** towards **cost of Tender** is to be scanned and uploaded along with Techno commercial bid.
- xi. In addition to the above, the tenderer has to fill up **One CHECK LIST** format (Excel Format) available under Techno commercial bid of e-Tender.

**OPTCL reserves the right to out rightly reject the tender, if any of the above document is not submitted by the bidding Firms / Contractors in their Techno-commercial offer or the bidders have mentioned wrong / misleading information in their bid through e-Tender.**

### 11.2 With Price Bid

**The tenderer has to bid only in the “Price Schedule” format available under the Price bid of the e-Tender.**

***Bidding in any other manner will not be entertained.***

**12. Earnest Money Deposit:**

Tenderers have to submit refundable **interest free EMD amount of Rs.18,600.00 (Rupees Eighteen thousand six hundred)** only in shape of **Demand Draft** drawn in favour of “**Stores Circle, OPTCL**” payable at **Bhubaneswar** in the office of **Sr. General Manager(Mech.), S&S, OPTCL, BBSR** on or before the last date and time of submission of Tender. The scanned copy of the said DD is to be uploaded along with the Techno-Commercial Bid of e-Tender. **Offers without EMD will be out rightly rejected.** The EMD will be released to the unsuccessful bidders after finalization of the Tender. In case of successful bidder the EMD will be refunded only after furnishing of Performance Bank Guarantee in the prescribed format from any nationalized bank/ scheduled bank as per the specified format in Annexure-III.

No adjustment towards EMD shall be permitted against any outstanding amount with the **ODISHA POWER TRANSMISSION CORPORATION LTD.**

EMD will be forfeited if the tenderer fails to accept the letter of intent and/or work order issued in his favour or to execute the order, placed on them.

**13. BANK GUARANTEE TOWARDS PERFORMANCE GUARANTEE:**

- i) The successful bidder has to submit a Bank Guarantee @10% of the contract value towards Performance Guarantee in the prescribed format (**Annexure- VI**) valid for a period of 15(Fifteen) months from the date of completion of construction work subject to verification of work by the competent authority of OPTCL.
- ii) No interest is payable on any kind of Bank Guarantee.
- iii) If the successful bidder fails to execute the order, the Performance Bank Guarantee shall be forfeited and the bidder will be debarred for 3 (three) years for participating in any tender in OPTCL.

**14. VALIDITY**

The tender should be valid for a period of **180 days** from the date of opening of Techno- commercial bid of the Tender, or else tender will be rejected.

**15. Opening of Bids**

- a) The part-I Bid i.e. **Techno commercial bid** shall be opened on the date and time fixed by the OPTCL in Electronic mode in presence of such of the Tenderers or their authorized representatives [limited to one person only] who opt to remain present.
- b) Date and time of opening of part-II Bid i.e. **Price bid** shall be intimated to the Techno-commercially qualified bidders only. Price bids of the tender shall be opened on the date and time fixed by the OPTCL in Electronic mode in presence of such of the Tenderers or their authorized representatives [limited to one person only] who opt to remain present.

**In the event of any specified date for the opening of bids being declared a holiday for OPTCL, bids will be opened up to the appointed times on the next working day.**

**16. Right to accept / reject bids:**

OPTCL reserves the right to reject any or all the tenders without assigning any reasons what so ever if it is in the interest of OPTCL.

**17. Conditional Offer:**

Conditional offer shall not be accepted.

**18. General: -**

- (i) In the event of discrepancy or arithmetical error in the schedule of price, the decision of the OPTCL Authority shall be final and binding on the Tenderer.
- (ii) For evaluation, the price mentioned in words shall be taken if there is any difference in figures and words in the price bid.
- (iii) Notice inviting tender shall form part of this specification.
- (iv) The price bids of the techno commercially qualified bidders shall only be evaluated. The EMD of others, if any, shall be returned to the bidders.
- (v) **The bidders shall quote their price towards each item in the part-II of the bid i.e. “Price Schedule”. The total price will be calculated automatically and L1 bidder will be decided accordingly subject to execution of e-RA. The tender with abnormal quoting of price will be liable for rejection.**
- (vi) The tenderer must submit the EMD amount and cost of tender document in a sealed cover envelope super-scribing the Name of the bidder, tender specification number, Tender Notice No & Date of tender clearly on the cover envelope. **The said envelope is to be submitted in the office of the Sr.General Manager (Mech.), S&S, OPTCL, Bhubaneswar-751022, on or before the last date and time of submission / uploading of Bids.**
- (vii) The tenderer should examine the Instructions to Tenderers, General Conditions of contract, scope of work so as to satisfy himself regarding all terms and conditions and circumstances affecting the contract price. He shall quote price(s) accordingly. The service recipient shall not be responsible for any misunderstanding or misleading information by the Contractor other than the information given to the Contractor in writing by OPTCL.
- (viii) The Bidder shall not **sublet** the work order to any other Agency / Contractor.

## **GENERAL TERMS AND CONDITIONS**

### **1. DEFINITION OF TERMS USED IN THIS BID DOCUMENT :-**

- 1.1** The “**Company**” shall mean ODISHA POWER TRANSMISSION CORPORATION LIMITED (OPTCL), A Company registered under the Companies Act-1956 and having its Registered Office at Janpath, Bhubaneswar-751022.
- 1.2** The “**Agency/Firm/Contractor**” shall mean the bidder, who has agreed to undertake the Construction of 1X500 KVA 11/0.4KV Proposed switchyard with HT metering on the premises of Pump house, OPTCL Bhoinagar colony to cater load to both Pump House and Power Community Centre, OPTCL, Bhubaneswar.
- 1.3** The “**Officer-in-charge**” shall mean the Engineer in charge of Electrical Maintenance Cell, OPTCL Hqrs, Bhubaneswar as such by the Company and shall include those who are expressly authorized by OPTCL to act for and on its behalf.

### **2. SCOPE OF WORK:**

- a) Construction of 1X500 KVA 11/0.4KV Proposed switchyard with HT metering on the premises of Pump house, OPTCL Bhoinagar colony to cater load to both Pump House and Power Community Centre, OPTCL, Bhubaneswar.

- b) Bidders are requested to visit the site before quoting the bid.

Execution of all civil works as per schedule will take up by the civil wing of OPTCL separately.

Erection, testing, commissioning of all equipment and handing over of the substation complete in all respect as per approved scheme & SLD duly approved by TPCODL and to the satisfaction of the Employer including statutory inspection by competent authority shall be done by the successful bidder.

The makes of the equipment/components/materials shall be from valid TPCODL/TPSODL/TPNODL/TPWODL approve vendor list and to be approved by the employer during execution of the work.

- c) The contractor shall arrange power supply for construction of the project. The expenditure for such arrangement till completion of the project shall be to the contractor account.
- d) The work as mentioned in the price schedule shall be considered for the evaluation of the bid.
- e) The contractor shall supply one official copy of each **Standard** listed in the appropriate schedule.

### **3. Period of Completion:-**

The Construction of 1X500 KVA 11/0.4KV Proposed switchyard with HT metering on the premises of Pump house, OPTCL Bhoinagar colony to cater load to both Pump House and Power Community Centre, OPTCL, Bhubaneswar must be completed in all respect & handing over thereof within **1 month** from the date of issue of Work order to the contractor.

### **4. Terms of Payment**

The full payment will be made by the DDO, S&S Circle, OPTCL, Bhubaneswar after receipt of verification report from Officer-in-charge, Electrical Maintenance Cell, OPTCL with counter signature of next higher Authority, subject to submission & acceptance of Performance Bank Guarantee.

## 5. PRICE:

The rates should be quoted strictly as per the Price bid format of the Price Schedule. Other mode of quotation of rates will not be accepted.

Bidders may be asked to justify their quoted price in case it is felt in-genuine.

Further, the rate quoted should be FIRM and exclusive of GST, but inclusive of all other applicable Taxes and duties.

## 6. Contractor's Default Liability

- i) The Tenderer may, upon written notice of default to the Contractor, terminate the contract in circumstances detailed hereunder.

If in the judgment of the Tenderer, the Contractor fails to complete the work within the time specified in the contract or within the period for which extension has been granted by the Tenderer in writing in response to written request of the Contractor.

If in the judgment of the Tenderer, the Contractor fails to comply with any of the provisions of this contract.

- ii) In the event Tenderer terminates the contract in whole or in part, the Tenderer reserves the right to purchase upon such terms and in such a manner as he may deem appropriate equipment/ material similar to those terminated and the Contractor will be liable to the Tenderer for any additional costs for such similar equipment and/or for penalty for delay until such reasonable time as may be required for the final supply of equipment.

In the event the Tenderer does not terminate the contract, Contractor shall continue executing the contract, in which case he shall be liable to the Tenderer for penalty for delay as set out in Clause-13. This shall be based only on written request of the supplier and written willingness of Tenderer.

## 7. OTHER TERMS & CONDITIONS:

For all intents and purposes, the **Agency** / Contractor shall be the “**Employer**” within the meaning of different Rules & Acts in respect of **Service personnel** so deployed. The persons deployed by the **Agency Contractor** shall **not have any claim** whatsoever like employer and employee relationship against the **Authority of OPTCL**.

## 8. STATUTORY LAWS

The Agency shall comply with all relevant Rules & Regulations Act applicable at present and that may be enforced from time to time.

## 9. Force Majeure

The Agency / Contractor shall not be liable for any penalty for delay or for failure to complete the above said work for reasons of force Majeure such as acts of God, acts of the public enemy, acts of Govt., Fires, Floods, Epidemics, Pandemics, Quarantine restrictions, strikes, Freight Embargo,

provided that the Contractor shall within ten (10) days from the beginning of such delay notify OPTCL in writing of the cause of delay, upon which, the OPTCL Authority shall verify the facts and grant such extension as facts justify.

#### **10. Extension of Time**

If the Construction of 1X500 KVA 11/0.4KV Proposed switchyard with HT metering on the premises of Pump house, OPTCL Bhoinagar colony Bhubaneswar is delayed due to reasons beyond the control of the Contractor, the Contractor shall without delay give notice to the Tenderer in writing of his claim for an extension of time. The Tenderer on receipt of such notice may agree to extend the date of completion as may be reasonable but without prejudice to other terms and conditions of the contract.

#### **11. Guarantee Period**

- i) The materials should be Guaranteed for satisfactory operation and against defects in design, materials and workmanship for a period of at least 12 (twelve) months from the date of completion of work. A Guarantee Certificate to this effect should be furnished in triplicate to the tenderer for his approval. Any defect noticed during this period should be rectified by the Contractor free of cost to the Tenderer provided such defects are due to faulty design, bad workmanship or bad materials used, upon written notice from the Tenderer.
- ii) Equipment/material failed or found defective during Guarantee period shall have to be guaranteed after repair/replacement for a further period of 12 months from the date of completion of work.

#### **12. Bank Guarantee towards Security Deposit and Performance Guarantee**

The successful bidder should furnish a Composite Bank Guarantee as per the proforma enclosed at Annexure-III for 10%(Ten percent) of the total cost of the work order, from any Nationalized/ Scheduled Bank having a place of business at Bhubaneswar, to the office of Sr. General Manager, Stores & Services Circle, OPTCL, Bhubaneswar within 15(Fifteen) days of issue of work order. The Bank Guarantee shall be executed on non- judicial stamp paper worth of Rs.29/- or as applicable, as per the prevalent rules, valid for a period of 2(two) months more than the guarantee period for scrutiny and acceptance, failing which the work order will be liable for cancellation without any further written notice. The said Bank Guarantee should be accompanied or followed by a confirmation letter from the concerned Bank, & should have provision for encashment at BBSR, before the bank Guarantee is accepted & all concerned intimated. The BG should be revalidated as & when intimated to you to cover the entire guarantee period. You are requested to extend the validity of the entire guarantee period.

- i) No interest is payable on any kind of Bank Guarantee.
- ii) In case of non-fulfillment of contractual obligation as required in the detailed work order/specification, the composite Bank Guarantee shall be

forfeited.

- iii) The Composite Bank guarantee amount on the full order value shall be deducted from the Bill in cases where no Composite Bank Guarantee is furnished.

**13. Cost Reduction for Delay in Completion of Contract**

- (i) If the Contractor fails to complete the work of Construction of 1X500 KVA 11/0.4KV Proposed switchyard with HT metering on the premises of Pump house, OPTCL Bhoinagar colony, Bhubaneswar under 6% supervision scheme of TPCODL to cater load to both Pump house and Power community Centre, OPTCL, Bhubaneswar within the completion period specified in the contract including time extension, if any, granted thereto, the Tenderer shall recover from the Contractor towards Cost Reduction for a sum of one half of one percent (0.5 per cent) of the contract price for each calendar week of delay or any part thereof. The total amount of penalty shall not exceed five per cent (5%) of the contract price.
- (ii) If the contractor fails to rectify/ replace the equipment/materials within 30days from the date of intimation of the fact, so noticed by the tenderer within the guarantee period then the Cost Reduction for sum of one half of the one percent (0.5%) of the total work order amount for each calendar week of delay shall be recovered by the tenderer within the guarantee period. The total amount of penalty in this case shall not exceed 10% (Ten percent) of the work order amount. If the defects so intimated will not be rectified by the contractor within the guarantee period then whole of the BG will be forfeited by the tenderer, without any intimation to the supplier.

**14. TAXES:**

GST as applicable is to be paid extra. Other applicable statutory taxes and duties shall be deducted from the bill of the Agency at source.

**15. e-Reverse Auction shall be resorted to the tender as follows.**

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	Demonstration/ training (if not trained earlier) of bidder's nominated person(s), shall be done by KEONICS to explain all the rules related to e-Reverse Auction/ Business Rule document to be adopted.
4	The strategy to be used for reverse auction shall be "DYNAMIC TEMPLATE BIDDING"
<b>Procedure for electronic Reverse Auctioning (e-RA):</b>	
5	<p>a. The e-RA shall be conducted on <a href="http://www.tenderwizard.com/OPTCL">www.tenderwizard.com/OPTCL</a> only.</p> <p>b. Bidder has to submit letter towards agreement to the Process related Terms &amp; Conditions for e-Reverse Auction, as per (Reverse Auction Process Compliance Form at Annexure-IA). In non-receipt of the same, vendors will not be allowed to participate in e-RA.</p> <p>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.</p> <p>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.</p>
6	<p>Prior intimation/ Notice for RA invitation will be given to techno-commercially qualified bidders regarding the date &amp; time of opening of the e-RA.</p> <p>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 &amp; 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.</p> <p>Reverse Auction will be conducted amongst first 50% of the technically qualified bidders arranged in order of prices from lowest to highest, as L1, L2, L3-----Ln, and L1 price will be discovered. Minimum of 3 bidders shall be eligible for e RA. (eg. If 4 bidders are financially evaluated then the L1, L2 and L3 bidders shall be eligible for e-RA). Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L1 to L4).</p> <p>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.</p> <p>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) .</p> <p>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 &amp; after e-RA process is over.</p>



7	<p>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.</p> <p>(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.</p> <p>(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 &amp; duties during auction) , shall be kept at 0.15% of L1 bidder's final evaluated price (or) at approved amount as decided by OPTCL.</p> <p>(iii) Bidders can only quote any value lower than their previous quoted price. However, at no stage, increase in Price will be permissible.</p> <p>(iv) At any point during Reverse Auction, bidding Price field (Total price) shall remain enabled for the bidders. The total reverse auction period will be for one twenty (120) minutes. The initial auction period (1<sup>st</sup> 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. Total/ maximum number of auto extension will be for 9 (nine) times after the 1<sup>st</sup> slot. After end of 120 minutes, the reverse auction process shall get closed automatically without any extension.</p> <p>(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.</p>
8	<p>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 .</p> <p>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.</p> <p>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.</p> <p>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].</p>
9	<p>Consequent upon completion of e-Reverse Auction, OPTCL's decision on award of contract shall be final and binding on the bidders.</p> <p>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.</p> <p>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.</p>

## 16. PAYING OFFICER:

DDO, S&S circle, OPTCL, Bhubaneswar is the paying officer for the said construction work.

**17. OFFICER-IN-CHARGE:**

Engineer in charge of Electrical Maintenance Cell, OPTCL Hqrs. is the Officer-In-Charge for the said work.

**18. JURISDICTION OF COURT:**

Suits if any arising out of this contract shall be subject to jurisdiction of the Courts at Bhubaneswar, District- Khorda, Odisha, to the exclusion of all other Courts.

**19. LIST OF ANNEXURES**

The following Schedules and proforma are annexed to this Specification as referred to in the relevant Clauses.

i)	Declaration Form	ANNEXURE-I
ii)	Reverse Auction Process Compliance Form	ANNEXURE-II
iii)	Check List	ANNEXURE-III
iv)	Affidavit declaring that Agency/Firm/Contractor has not been debarred, disqualified or black listed by any Govt./PSU/Corporate Sector client	ANNEXURE-IV
v)	Schedule of Work & Completion period	ANNEXURE-V
vi)	Format of Composite Bank Guarantee for Security Deposit & Performance guarantee.	ANNEXURE-VI
vii)	Proposed SLD scheme duly approved by TPCODL for the said work	ANNEXURE-VII

**Sd/-**  
**Sr. General Manager(S&S)**  
**OPTCL**

**ANNEXURE-I**

**DECLARATION FORM**

**(TENDER CALL NOTICE NO: - \_\_\_\_\_)**

To

The Sr. General Manager, S&S,  
Odisha Power Transmission Corporation Ltd.,  
Bhubaneswar-751022.

Sir,

We have gone through the above specifications together with general terms and conditions therein.

1. I/We having the following organization profile pertaining to our firm / agency, hereby offer to undertake Construction of 1X500 KVA 11/0.4KV Proposed switchyard with HT metering on the premises of Pump house, OPTCL Bhoingar colony, Bhubaneswar under 6% supervision scheme of TPCODL to cater load to both Pump house and Power community Centre, OPTCL, Bhubaneswar, as per the terms and conditions mentioned in this tender document and at the rates entered in the attached Price schedule of prices in the tender.

- i) Name of Agency/Firm \_\_\_\_\_.
- ii) Regd. Address \_\_\_\_\_
- iii) Address of Office \_\_\_\_\_
- iv) Name of authorized signatory (in block letters): \_\_\_\_\_
- v) Specimen signature of authorized signatory:- \_\_\_\_\_
- vi) Telephone /Mobile No. of authorized signatory of Firm: \_\_\_\_\_
- vii) Email Address of firm: \_\_\_\_\_
- viii) Contact Person's
  - a) Name & Design. \_\_\_\_\_
  - b) Tel No. Landline \_\_\_\_\_ Mobile \_\_\_\_\_
  - c) Email ID \_\_\_\_\_
- ix) Type of Firm: Proprietorship /Private Ltd. / Public. / Cooperative/ NGO / PSU
- x) Bank Account Number with Branch and name of Bank \_\_\_\_\_
- xi) Registration no. of the Firm/Company: \_\_\_\_\_
- xii) PAN No.: \_\_\_\_\_
- xiii) GST Regn. No: \_\_\_\_\_
- xiv) ELBO, Govt. of Odisha License No. \_\_\_\_\_ valid upto \_\_\_\_\_
- xv) Annual Turnover for the last 3 financial years:  
In Indian Rupees.  
2020-21 \_\_\_\_\_, 2021-22 \_\_\_\_\_, 2022-23 \_\_\_\_\_

2. I/We do certify to have submitted the bid electronically by remitting DD/Pay order/BG towards the cost of the tender document and EMD.
- a) The particular of payment towards cost of tender paper is:  
Demand Draft No. \_\_\_\_\_ dt. \_\_\_\_\_ drawn on  
\_\_\_\_\_ Bank.
- b) The particular of payment towards EMD is:  
Demand Draft No. \_\_\_\_\_ dt. \_\_\_\_\_ drawn on  
\_\_\_\_\_ Bank.
3. I/We do hereby declare that, I/We am/are submitting this tender electronically after going through the complete set of Tender documents and accept all the terms and conditions of the Tender.
4. I/We do declare that, the documents submitted for the tender are true, correct and authenticated. I / We also undertake that if any of the information found false, my/ our offer against the tender will be rejected and any action as deemed proper by OPTCL may be taken against me / us.
5. In the event of Work Order being decided in my/our favour, I/We agree to furnish the Security / Performance Guarantee in shape of Bank Guarantee for stipulated amount in the prescribed format acceptable to ODISHA POWER TRANSMISSION CORPORATION LTD within 15 days of issue of Letter of intent / Work order, failing which, I/We clearly understand that the said Letter of intent / Work order will be liable to be withdrawn by the OPTCL Authority with imposition of penalty clause as per tender specification.

**SIGNATURE OF THE TENDERER(s) WITH SEAL**

## **ANNEXURE-II**

(Reverse Auction Process Compliance Form)

(To be incorporated in the bid document).

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

To,

SR.GM (S&S), OPTCL

Bhubaneswar-751010, Odisha

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 – III

**CHECK LIST**

1	Declaration Form. (As per <b>Annexure –I</b> )	Yes/No
2	Cost of tender paper furnished in shape of DD/Pay Order.	Yes/No
3	Reverse Auction Process Compliance Form (As per <b>Annexure –II</b> )	Yes/No
4	Check List ( <b>As per Annexure-III</b> )	Yes/No
5	Affidavit in the prescribed format( <b>Annexure-IV</b> )	Yes/No
6	Schedule of work and completion period ( <b>Annexure-V</b> )	Yes/No
7	Copy of GST Registration Certificate submitted	Yes/No
8	Copy of Work orders in support of having experience on executing similar types of work in Govt./ PSUs or Corporate sector.	Yes/No
9	Copy of tender documents with signature in each page as a token of acceptance of all terms & conditions of the tender.	Yes/No
10	Whether agreeable to furnish Bank Guarantee ( <b>Annexure-VI</b> ) towards Security Deposit and performance Guarantee as per clause –12 of GTCC..	Yes/No
11	Terms of Payment: Whether agreeable to OPTCL's standard terms of payment as per clause –4 of GTCC.	Yes/No
12	Nature of Price: Firm	Yes/No
13	Cost reduction Whether agreeable to OPTCL's terms of Cost reduction as per clause –13 of GTCC.	Yes/No
14	Validity: - Whether agreeable to OPTCL's terms of validity of Tender for 120 days from the date of opening of tender.	Yes/No
15	Completion of work: Whether agreeable to OPTCL's terms of completion of work as per clause –3 of GTCC.	Yes/No
16	Copy of PAN Card submitted.	Yes/No
17	Copy of HT License from ELBO, Bhubaneswar submitted.	Yes/No

Signature of the Tenderer

With Seal

(ANNEXURE-IV)

**SPECIMEN FORMAT**

**Affidavit declaring that Agency/Firm/Contractor has not been debarred, disqualified or black listed by any Govt./PSU/Corporate Sector client**

**(To be executed on a Stamp paper of appropriate Value)**

I/We,.....S/O.....(mention all the names if there are two or more nos. of proprietors), proprietor(s) of M/s.....(The Agency) Bearing GST Registration No.....located at .....(Complete Address of the Agency) hereby undertake that the Agency M/s.....have not been blacklisted/debarred in the past by any Government/PSU/Corporate Sector from participating in any of the tender.

Also, I/We undertake that there is no vigilance/CBI/Police case pending against M/s.....or proprietor(s) of M/s.....

The facts stated above are true to the best of my/our knowledge. I/We also understand that if any of the information found false, my/our offer against Tender call Notice No.- .... will be rejected and any action as deemed proper by Odisha Power Transmission Corporation Ltd. may be taken against me/us.

WITNESS 1

Signature(s) of the Proprietor(s) with Name(s)

Signature.....

Name.....

WITNESS 2

Signature.....

Name.....

**ANNEXURE – V**

**SCHEDULE OF WORK AND COMPLETION PERIOD**

<b>Sl. No</b>	<b>Description of Work</b>	<b>Desired Period Of Completion</b>	<b>Destination.</b>
1	Construction of 1X500 KVA 11/0.4KV Proposed switchyard with HT metering on the premises of Pump house, OPTCL Bhoinagar colony, Bhubaneswar under 6% supervision scheme of TPCODL to cater load to both Pump house and Power community Centre, OPTCL, Bhubaneswar	Within 30(Thirty) days from the date of issue of the work order	OPTCL Colony, Bhoinagar, Bhubaneswar

Signature of the Tenderer With Seal



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

This Guarantee Bond is executed this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_ by us the  
\_\_\_\_\_ Bank at \_\_\_\_\_ P.O. \_\_\_\_\_, P.S.  
\_\_\_\_\_ Dist. \_\_\_\_\_ State \_\_\_\_\_.

1. WHEREAS the ODISHA POWER TRANSMISSION CORPORATION LTD a body corporate constituted under the Electricity (Supply) Act, 1948 (hereinafter called "the OPTCL") has placed orders No. \_\_\_\_\_ date \_\_\_\_\_ (hereinafter called "The Agreement") on M/s \_\_\_\_\_ (hereinafter called "The Contractor") for **Construction of 1X500 KVA 11/0.4KV Proposed switchyard with HT metering on the premises of Pump house, OPTCL Bhoinagar colony, Bhubaneswar under 6% supervision scheme of TPCODL to cater load to both Pump house and Power community Centre, OPTCL, Bhubaneswar.**

AND WHEREAS the Contractor has agreed to undertake the above said construction work of OPTCL in terms of the said agreement, AND

WHEREAS the OPTCL has agreed (1) to exempt the Contractor from making payment of Security, (2) to release 100% payment of the cost of materials as per the said agreement and (3) to exempt from performance guarantee on furnishing by the Contractor to the OPTCL, a Composite Bank Guarantee of the value of 10% (Ten percent)/8.5%(Eight & Half percent) of the contract price of the said agreement.

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

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

3. We the \_\_\_\_\_ (Bank) also undertake to pay to the OPTCL any money so demanded not withstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

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

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

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

6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank and Contractor(s).

7. We, ( \_\_\_\_\_ Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the OPTCL in writing.  
Date at \_\_\_\_\_ the \_\_\_\_\_ Day of \_\_\_\_\_ Two thousand \_\_\_\_\_.

8. We the \_\_\_\_\_ Bank further agree that this guarantee shall also be invocable at our place of business at Bhubaneswar branch (Indicate the name of the branch) in the state of Odisha.

9. Not With Standing Clause:

1. Our liability under the Bank Guarantee is restricted to `.....

2. this Bank Guarantee shall be valid upto.....

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us at Bhubaneswar branch (Indicate the detail address of the branch) a written claim or demand or before.)

Dated the \_\_\_\_\_ Date of \_\_\_\_\_

**Witness : (With signature, name & address)**

1.

2.

For \_\_\_\_\_  
(Indicate the name of Bank)