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ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Government of Odisha Undertaking)

O/O The Zonal Head, Northern Zone, Balasore

AT/PO: Januganj, Dist- Balasore- 756019

E-mail: zone.balasore@optcl.co.in CIN: U401020R2004SGC007553

NOTICE INVITING TENDER-NIT NO. ED-NZ-BLS-01/2025-26.

TENDER DOCUMENT No: ED-NZ-BLS-e-Tender- PORTABLE LED LIGHT– Balasore-
01/2025-26

SUPPLY OF 04 NOS. OF PORTABLE IN LED LIGHT TOWER WITH GENSET (ANY
REPUTED MAKE) REQUIRED FOR DIFFERENT DIVISIONS UNDER EHT (O&M)
CIRCLE, JAJAPUR ROAD

For further details, please visit the Official
Website of OPTCL “www.optcl.co.in” &
e-Tender Portal of OPTCL “www.tenderwizard.com/OPTCL”



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ODISHA POWER TRANSMISSION CORPORATION LIMITED
(A Government of Odisha Undertaking)
O/O The Zonal Head, Northern Zone, Balasore
AT/PO: Januganj, Dist- Balasore- 756019

NOTICE INVITING TENDER (NIT)
(DOMESTIC COMPETITIVE e-BIDDING)
No: ED-NZ-BLS-01/2025-26

ODISHA POWER TRANSMISSION CORPORATION LTD (OPTCL), Bhubaneswar, invites bids (in e- tendering mode only) under single stage two-part bidding system with e-RA from reputed manufacturer/authorized dealer for the work “SUPPLY OF 04 NOS. OF PORTABLE INFLATABLE LED LIGHT TOWER WITH GENSET (ANY REPUTED MAKE REQUIRED FOR DIFFERENT DIVISIONS UNDER EHT (O&M) CIRCLE, JAJPUR ROAD.

For complete set of bid document and further details, Interested bidders may visit “<http://www.optcl.co.in>”&<http://www.tenderwizard.com/OPTCL> w.e.f. dated 03 .05.2025

< Zonal Head >
<email id- zone.balasore@optcl.co.in>



**ODISHA POWER TRANSMISSION CORPORATION LIMITED
JANPATH, BHUBANESWAR**

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ODISHA POWER TRANSMISSION CORPORATION LIMITED
JANPATH, BHUBANESWAR - 751022

SECTION-I **e-NOTICE INVITING TENDER (e-NIT)** **(DOMESTIC COMPETITIVE BIDDING)**

Odisha Power Transmission Corporation Ltd. (OPTCL), Bhubaneswar, invites bids (in e- tendering mode only) under single stage two-envelop system from reputed Suppliers/manufacturers for **SUPPLY OF 04 NOS. OF PORTABLE INFLATABLE LED LIGHT TOWER WITH GENSET(Any reputed make) REQUIRED FOR DIFFERENT DIVISIONS UNDER EHT(O&M) CIRCLE, JAJAPUR ROAD under Northern Zone, OPTCL, Balasore** as per the following details.

The bidder(s) can free view/download the tender documents (Volume –I) from official website of OPTCL “www.optcl.co.in” / e-tender portal of OPTCL “www.tenderwizard.com/OPTCL”. However, the tender documents (Volume –II) and 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 cost, EMD for the concerned package(s)/works (as mentioned in the following **TABLE-A**), through online payment (e Payment gateway link provided in e-tender portal by using Net Banking/ Debit Card/ Credit Card) prior to schedule date & time for submission of bid.
- 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, and Net Banking).
- 3) 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”.
- 4) Any clarifications on the project can be had from the undersigned during office hours prior to the pre-bid conference.
- 5) The interested bidder(s) may participate in the bidding process for the package/ works wise as per the ITB.

< Zonal Head, Northern Zone, Balasore >
<email id- zone.balasore@optcl.co.in

TABLE-A**Tender Schedule**

Sl. No	Particulars	Remarks
1.	Package(s)/ Works Name: SUPPLY OF 04 NOS. OF PORTABLE INFLATABLE LED LIGHT TOWER WITH GENSET (ANY REPUTED MAKE) REQUIRED FOR DIFFERENT DIVISIONS UNDER EHT(O&M) CIRCLE,JAJAPUR ROAD	
	LOT	Name of Division and circle
	I	EHT(O&M) Divisions Balasore, Bhadrak, Joda ,Jajpur Road under EHT(O&M) Circle,Jajpur Road
		Estimated cost
		₹ 23,20,000 /-
2.	NIT NO.	ED-NZ-BLS-01/2025-26
3.	Tender Document No.	ED-NZ-BLS-e-Tender-Portable LED Light – Balasore-01/2025-26
7.	Project Completion Period	01 (One) Month
8.	Brief Scope of work	
	Sl No	Description
	1	Supply of 04 nos. of “portable Inflatable LED light tower with Genset (ANY REPUTED MAKE) required for EHT (O&M) Division Balasore,Bhadrak,Joda & Jajpur Road under EHT(O&M) Circle,Jajpur Road.
	2	Visual inspection with dimensional check will be made at site. The vendor will assemble the parts & perform functional demonstration at site .If the equipments are found to be generally in order as per technical specification, then the same will be accepted.
9.	Cost of Tender documents (INR)	₹ 7080.00 [6000+ GST @18%] (To be deposited through NEFT in favour of Zonal Office, OPTCL, Balasore payable at Balasore) (Saving account no: - 723702010006106, IFSC no – UBIN0572373 at Union bank of India, Remuna, Balasore)
10.	Tender Processing fees.	₹ 5,900/- [5000+ GST @18%].
	NOTE: For payment of Tender cost and Tender processing fee, the bidder can use various modes of e-payment facility available through Tender wizard Portal, i.e. by Credit Card, Debit Card, Net Banking.	
11.	Bid Security for the Package/Works (Earnest Money Deposit)	Lot-I: ₹23,200/- (To be deposited through NEFT in favour of Zonal Office, OPTCL, Balasore payable at Balasore) (Saving account no: - 723702010006106, IFSC no – UBIN0572373 at Union bank of India, Remuna, Balasore)
12.	Request for Online Bid Documents	From < 10.30 AM > dated <03. 05.2025> To < 11.00 AM > dated < 19.05.2025>
13.	Issue of Online bid document	From < 10.31 AM > dated <03.05.2025> To < 11.01 AM > dated <19.05.2025>
15.	Last date and time of submission of bids.(Part-I & Part-II)	< 1:00 PM > dated <19.05.2025>
16.	Date and time of opening Technical bids(Part-I)	Dated <19.05.2025> on or after < 3:00PM >
17.	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.

SECTION-I
INSTRUCTION TO BIDDER (ITB)
CONTENTS

A. INTRODUCTION:

1.0 GENERAL INFORMATION:

The Odisha Power Transmission Corporation Limited (OPTCL), Northern Zone, Balasore invites e-tenders **Supply of 04 nos. of “portable Inflatable LED light tower with Genset (ANY REPUTED MAKE) required for EHT(O&M) Division Balasore, Bhadrak, Joda & Jajpur Road under EHT(O&M) Circle, Jajpur Road** under Northern Zone, OPTCL, Balasore under **NIT NO. ED-NZ-BLS-01/2025-26**, as per **Scope of Works & Technical Requirements & Technical Specifications** as laid in tender and submitted in accordance with these instructions.

- 1.2. The package(s)/works referred herein cover the entire scope of the Package/works which includes Supply of portable **Inflatable LED light tower with Genset** for the tendered work as per Technical specification specified in tender.

BRIEF SCOPE OF PACKAGE(s) / Works: includes tenders for Supply of 04 nos. of “portable Inflatable LED light tower with Genset (ANY REPUTED MAKE) required for EHT (O&M) Division Balasore, Bhadrak, Joda & Jajpur Road under EHT(O&M) Circle, Jajpur Road.

2.0

Sl No	Description
1	Supply of 04 nos. of “portable Inflatable LED light tower with Genset (ANY REPUTED MAKE) required for EHT (O&M) Division Balasore, Bhadrak, Joda & Jajpur Road under EHT(O&M) Circle, Jajpur Road.
2	Visual inspection with dimensional check will be made at site. The vendor will assemble the parts & perform functional demonstration at site .If the equipments are found to be generally in order as per technical specification, then the same will be accepted.

Note:

- i. The aforesaid scope of work is only indicative.
- ii. The detailed scope of package(s) / works is enclosed for reference.
- iii. The detailed BOQ (Bill of Quantity) is given in the Price schedule.

- * The scope of work is not limited to the respective bidding proposal (Price Schedule) submitted by the bidder. Any work which is not included in the Price Schedule, but specified in the Technical Specification (Volume-II), is deemed to be included in the Scope of Works without any financial implication to the OPTCL. However, if the same is not specified either in the Technical Specification and Price Schedule, it shall be executed by the Contractor for completion of package(s)/works. The price of such works shall be decided mutually between the Contractor and OPTCL.
- ** In case there is any discrepancy in the item description between the BOQ of the Price Schedule and the Technical Specification, the Technical specification shall prevail and the Bidder(s) should quote accordingly.
- *** If the Unit of Measurement in the BOQ as per the Price Schedule is given in lot(s) or set(s) or lump-sum basis, the Unit(s) of parts constituting the lot(s) or set(s) or lump-sum should be quoted based on the technical specification.

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.

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

This bid is open to any Manufacturer having similar Product and domicile in India independently who meets the following Technical qualifying requirement;

Minimum qualifying criteria:

4.0 Technical:

4.1 The bidder, as a Principal **Manufacturer/authorized dealer** must have successfully supplied similar type product, i.e. portable Inflatable LED light tower with Genset (Any reputed make) to different EHV Grid substations (132kV or higher voltage class) in India for any Transmission/Generation Utility in State Govt. / Central Govt. / any PSU. [The above work should have been successfully executed during last 07(Seven) years reckoned from the date of opening of Techno commercial bids].

4.2 (a)The bidders who have earlier failed to execute even single Purchase 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.

(b)The bidder should not have any pending litigation with OPTCL with regard to any project or related activity.

(c)The bidder shall also disclose if he was black listed by any utility in the past & 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.

(d)The bidder must not been declared Insolvent or referred to National Company Law Tribunal (NCLT) under the [Insolvency and Bankruptcy Code](#) (IBC), 2016.

[The Bidder must upload copies of the relevant Purchase Orders, Schedule deliver completion certificate/performance certificate issued by the Principal employer in proof of successful execution of Works.]

5.0 Financial:

5.1 The bidder should furnish **audited balance sheet** for last 03(Three) financial years, i.e. **FY 2021-22, 2022-23, 2023-24 certified by chartered Accountant. 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.

6.0 e-Reverse Auction (RA):

e-Reverse Auction (RA) will be conducted in e-tender portal of OPTCL on specified date and time, The strategy to be used for reverse auction shall be “DYNAMIC TEMPLATE BIDDING”. The bidders shall furnish acceptance to e-reverse auction.

Business Rule of e-Reverse Auction (e-RA)

- (A) Based on “Evaluated Bid Price” determined pursuant to **ITB Clause No-25.0**, the Bids shall be ranked in ascending order as L1, L2, L3-----Ln,
- (B) The Indicative Estimated Cost for e-RA for the package(s) is as indicated in BDS.
- (C) The e-RA shall be conducted, if the variation of lowest evaluated bidder’s price (L1) is more than +5% (+five percent) of the Indicative Estimated Cost.
- (D) The Applicable Ceiling Price for e-RA for bidders shall be their “Evaluated Bid Price” determined in accordance with **ITB Clause No-25** during e-RA, the bidders shortlisted for participation in e-RA shall be permitted to place their prices lower than their Applicable Ceiling Price.
- (E) The e-RA shall be conducted on a designated electronic platform of any Application Service Provider (hereinafter referred to as “ASP”), for and on behalf of the Employer.
- (F) The ASP, as and when authorized by the Employer, will intimate the bidders regarding the details of electronic platform, procedure/ modality of e-RA process and other details, prior to e-RA.
- (G) Notwithstanding above, the bidder(s) who either do not submit the requisite compliances for e- RA or do not participate in e-RA, their original price bid as opened, if valid, shall be considered for evaluation.
- (H) Notwithstanding the e-RA conducted as aforesaid, OPTCL reserves the right to hold negotiations with the bidder with lowest evaluated price after e-RA (L1 bidder).
- (I) The Employer shall be the sole judge in this regard.

- (J) **Procedure for Reverse Auction (e-Reverse Auction (e-RA) shall be resorted to as follows: -**

E-Reverse Auction procedure shall be resorted to 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	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	<p>a. The e-RA shall be conducted on www.tenderwizard.com/OPTCL only.</p> <p>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.</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>

5	<p>Prior intimation/ Notice for RA invitation will be given to techno-commercially qualified bidders regarding the date & 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 & 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 & 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 & 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. Time period for e-RA shall be unlimited. 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 reverse auction process shall get closed automatically if no fresh lower bid is received within schedule slot/ extended slot.</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>

Table: 1**Work Experience Schedule**

Purchase Order Ref.				Supply of 04 nos. of “portable Inflatable LED light tower with Genset (ANY REPUTED MAKE) required for EHT (O&M) Division Balasore,Bhadrak,Joda & Jajpur Road under EHT(O&M) Circle,Jajpur Road.		
Sl. No.	FY	Name of the Client	Purchase Order Ref (No. & Date)	Contract Amount	Date of Completion	Documents attached

Note:

1. The Tech-I (Work Experience Schedule) is in .XLS format as Schedule-IV of Technical bid hosted in the Tender portal and the same shall be keyed in by the bidder(s).
2. Supporting documents in favour of the above mentioned requirement shall have to be submitted/ uploaded by the Bidder as an attachment to the e-tender folder (Attach 3.pdf).
3. 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.

Table-2**Audited balance sheet**

Sl. No	Financial Year	Project Related Annual Turnover in INR	Net worth
1	2021-2022		
2	2022-2023		
3	2023-2024		

Note:

The bidder has to furnish audited balance sheet for last 03(Three) years (To be certified by the Chartered Accountant).

STATUTORY DOCUMENTS REQUIRED:

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

- (i) Certificate Of Incorporation
- (ii) IT PAN
- (iii) IT return for last 3 financial years.
- (iv) GST Registration Certificate
- (v) Liquidated certificate issue by operative Bank.
- (vi) Audited Balance sheet of last 3 financial years.
- (vii) Net worth certified By Chartered Accountant.
- (viii) Authorization certificate/ Dealership certificate.

OTHER MANDATORY REQUIREMENTS:

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

- a) The bidder shall fulfill the requirement of e-tendering process.
- b) All bids must be accompanied by a Tender Cost, Bid Security Declaration 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.
- c) The bidder must ensure that the bids are received in the specified e-Tender Portal of OPTCL of the OPTCL by the date and time indicated in the Tender notice.
- d) 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.
- e) Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
- f) 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.

IMPORTANT INSTRUCTION TO BIDDERS:

- a) 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.balasore@optcl.co.in)**.
- b) 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.
- c) 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.

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) Payment of Tender cost , EMD (NEFT) & Tender Processing Fees
- (ii) Power of Attorney /notarized copy for signing the bid document.
- (iii) Affidavits of bidders [w.r.t Clause No 4.4(a), (b), (c) & (d)] in Original].

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

Following are 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.

Sl. No	Description	.Pdf file reference
1	Documentary proof of payment of Tender cost, EMD & Tender Processing Fees through e-payment mode.	Attach 1.pdf
2	Power of Attorney /notarized copy for signing the bid document.	Attach 2.pdf
3	Documents in support of meeting Technical Qualifying requirement: (i) PO (ii) Work completion/Performance Certificate in respect of the work.	Attach 3.pdf
4	Documents in support of meeting Financial Qualifying requirement: Scanned copy of Audited Annual Accounts for last 03(Three) years (To be certified by the Chartered Accountant).	Attach 4.Pdf
5	Scanned copies of Statutory Documents; i) Certificate of Incorporation. ii) IT PAN. iii) IT Return of last three years. iv) GST Registration Certificate. v) Registration Certificate etc.	Attach 5.pdf
6	Covering Letter of Bid Proposal Sheet (BPS) duly signed by the authorized signatory of the Bidder(s).	Attach 6.pdf
7	Commercial Deviation if any	Attach 7.pdf
8	Technical Deviation if any	Attach 8.pdf
9	Acceptance to Work Completion Schedule	Attach 9.pdf
10	Affidavits of bidders [w.r.t Clause No 4.4(a), (b), (c) & (d)]	Attach 10.pdf
11	Any Other relevant documents < As per requirement of the tender>	Attach 11.pdf
12	Reverse Auction Process Compliance Form(Annexure-XIX)	Attach 12.pdf

13	Filing & KEY-IN of Techno commercial bid in XLS format in www.tenderwizard.com / OPTCL portal. 1) Bidder's Information 2) QR data 3) Acceptance to T&C	Attach 13.pdf
14	Filing & KEY-IN of Price Bid –Part-II in XLS format in www.tenderwizard.com / OPTCL portal.	Attach 14.pdf

6.0 e-TENDERING PROCESS GUIDELINES:

a) 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**.

b) 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'.

c) 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.

d) For any assistance on the use of Electronic Tendering System, contact help desk number, 080-40482000(Bengaluru).

e) 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'.

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 enrol 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.

7.0 PROCESSING OF TENDER:

7.1 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.

7.2 Opening of the Price Bids: 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.

8.0 DISCLAIMER:

8.1 This Document includes statements, schedules, forms under the category viz; Tender Notification, Bid Documents (Free view) and Bid Forms (In .XLS Formats) uploaded in the e-tendering portal of the OPTCL, which reflect various assumptions, which may or may not be correct. In this respect the Bidder(s) shall submit Affidavit as per the Format enclosed. Each Bidder should conduct its own estimation and analysis and should check the accuracy, reliability and

completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.

8.2 Neither OPTCL nor its employees will have any liability whatsoever to any Bidder or any other person under the Cyber law or Law of contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of OPTCL or its employees, or otherwise arising in any way from the selection process for the contract provision of Services for the Project.

8.3 Though adequate care has been taken while uploading the Bid document in the e-tender portal of the OPTCL, the Bidder should satisfy himself that documents are complete in all respects and duly up-loaded in the e-tendering portal of the OPTCL. Intimation of any discrepancy/ doubt shall be addressed in the pre-bid conference only.

8.4 This document and the information contained herein are Strictly Confidential and are for use of only the person (s) for whom it is loaded/ is participating or intending to participate in the e-tendering process. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors).

8.5 Detailed Time Table for the various activities to be performed in e-tendering process by the Bidder for quoting their offer is given in this Tender Document under "Tender Schedule", Bidder should carefully note down the cut-off dates for carrying out each e-tendering process / activity.

8.6 Every effort is being made to keep the e-Tender Portal of OPTCL up to date and running smoothly 24 x 7 by the OPTCL and the Service Provider. However OPTCL takes no responsibility, and will not be liable for, the e-Tender Portal of OPTCL being temporarily unavailable due to any technical issue at any point of time.

8.7 In that event OPTCL will not be liable or responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this e-Tender Portal of OPTCL.

8.8 Bidders must follow the time table of e-tendering process and get their activities of e-tendering processes done well in advance so as to avoid any inconvenience due to unforeseen technical problem if any.

8.9 OPTCL will not be responsible for any incomplete activity of e-tendering process of the Bidder due to technical error/ failure of e-Tender Portal of OPTCL and it cannot be challenged by way of appeal, arbitration and in the Court of Law.

9.0 e-BIDDING DOCUMENTS:

The e-Bidding Document is a compilation of the following sections:

- 1). Tender Notice
- 2). Tender specification
- 3). Scope of Works
- 4). Techno commercial BID
- 5). Price BID

10.0 UNDERSTANDING OF e-BID DOCUMENT:

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the e-Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information or uploading of the bid in the e-Tender Portal of OPTCL not in line with the e-Bid document/ e-tendering documents will render the bidder as substantially not responsive at the Bidder's risk and may result in the rejection of its bid.

11.0 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.

12.0 LOCAL CONDITIONS/SITE VISIT:

12.1 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. In this regard details of locations and Topography have been provided to the extent possible.

12.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the Proposals. No claim for financial adjustment to OPTCL, nor any change in the time schedule of the Contractor arising thereof shall be permitted by OPTCL, which are based on the lack of such clear information or its effect on the cost of the Works to the Bidder.

13.0 BID SECURITY:

The Bidders are required deposit EMD through NEFT in favor of Zonal Office, OPTCL, Balasore payable at Balasore (Saving account no: - 723702010006106, IFSC no – UBIN0572373 at Union bank of India, Remuna, Balasore as detailed below:-

Bid Security for the Package/Works	Rs. 23,200/-	The documentary evidence relating to deposit of EMD amount in the said account should be uploaded in tender portal.
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14.0 PERIOD OF VALIDITY OF BIDS:

14.1 Bids shall be kept valid for **180 (One Hundred Eighty) 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.

14.2 In exceptional circumstances, OPTCL may solicit the bidder's consent for extension of the period of validity. The request and the response thereto shall be made in writing (including FAX or email or tender portal). The bid security provided above shall also be extended by the same period as the extension in the validity of the bid. A bidder may refuse the request without forfeiting his bid security against such request. In such case, the bidder shall be deemed to have withdrawn his bid.

15.0 BID PRICE:

15.1 Only one contract shall be entered with Trunkey/EPC Contractors for execution of any work involving both supply of goods and services. However, for the sake of convenience and administrative reasons, the Price Bid shall be a major components i.e. (i) Supply and associated works.

15.2 The bidder shall quote (i) item wise basic price (taxable value) inclusive of all expenditure at the end of supplier at the destination point of supply of goods & services excluding GST (ii) Applicable CGST plus OGST or IGST, as the case may be and (iii) item wise total price inclusive of applicable CGST plus OGST or IGST, as the case may be in e-tender portal. The details of price schedules are to be duly filled in and uploaded in the e-tender portal as per the .XLS Price Schedule(s). The benefit of input tax credit (ITC) available under the GST law should be adjusted in the quoted value of supply.

15.3 In the GST regime, the distinction between bought out items (transaction between the vendors of the contractor with OPTCL) and direct item (transaction between the contractor with OPTCL) for supply of equipment/materials has lost its relevance. Where the goods are delivered by the vendor of the contractor to OPTCL, at the direction of the Contractor, whether acting as his agent or otherwise, with or without transfer of document of title, it will be deemed that the contractor has received the goods at his principal place of business and accordingly the Contractor is eligible for Input Tax Credit (ITC). Therefore, irrespective of the supply by the Contractor himself or by his Sub-Vendor, only the basic price (taxable value) will be quoted at the point of destination inclusive of packing, forwarding, freight and insurance.

16.0 PRICE BASIS AND PAYMENTS:

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

16.2 The Bidder should ensure that the unit basic price(taxable value) for the same item quoted at different places in price schedule for the package/work are the same and for similar items they should be consistent to each other. In case different prices are quoted for the same item, lowest Unit price shall be adopted for the purpose of issue of Purchase Order. The sum total of price for Supply, and Associated Works shall match with the contract price for the package/works constituting the sub-station and line works.

16.3 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.

16.4 Bidder shall indicate bid prices in Indian Rupees only.

16.5 Bidder shall furnish the details of Bank account in the Schedule of **NEFT** Form as an attachment to Bid Proposal Sheet (BPS) under attach.16pdf in order to facilitate OPTCL to release payment electronically through Electronic fund Transfer system.

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

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

17.0 TAXES AND DUTIES:

17.1 The GSTIN of OPTCL is **21AAACO7873L1Z6**, 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.

17.2 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.

17.3 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.

17.4 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.

17.5 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.

17.6 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 PO, the revised rate shall be considered for issue of PO.

18. ASSOCIATED BIDDING COST:

The Bidder shall also bear all costs and expenses associated with preparation and submission of its bid including pre and post-bid discussions, technical and other presentations etc., and OPTCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the e-bidding process.

19.0 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.

20.0 MODE OF SUBMISSION OF e-BID

20.1 The bidder shall submit the bid in Electronic Mode only i.e. in www.tenderwizard.com/OPTCL portal, package/works wise as given under e-NIT (Table-A). The bidder must ensure that the bids are received in the specified tender portal of OPTCL by the date and time indicated in the Tender notice.

20.2 Bids submitted by telex/telegram will not be accepted.

20.3 The OPTCL reserves the right to reject any bid, which is not submitted in electronic mode and according to the instruction, stipulated above.

21.0 DEADLINE FOR SUBMISSION OF e-BIDS:

21.1 Soft copy of the bid shall be uploaded through the portal www.tenderwizard.com/OPTCL on or before the submission time and date as stipulated in the bidding document. Tender cost, Evidence of deposit of Tender Processing Fees, Bid Security (Earnest Money Deposit), Power of Attorney, Joint Venture/Consortium Agreement & Power of Attorney of Joint Venture/Consortium Agreement (in case bid from Joint Venture/Consortium) and Affidavits must be delivered at OPTCL's address specified under ITB not later than the time and date stated in the opening of bids.

21.2 The OPTCL may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents in accordance with ITB & for the reasons specified therein at any time prior to the time and date of submission of bid, in which case all rights and obligations of OPTCL and bidders will thereafter be subject to the deadline as extended.

22.0 LATE BIDS:

22.1 Soft part of the bid will not be uploaded on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode. In such case, even if the bidder has submitted the specific documents in hard copy in original (viz., Tender Cost, Tender Processing Fees & Bid Security,) within the stipulated deadline, its bid shall be considered as late bid. The hard copy submitted [specific documents (viz., Tender Cost, proof of deposit of Tender Processing Fees & Bid Security)] shall be returned unopened to the bidder.

22.2 Hard copy of the bid security (EMD), Tender Cost and proof towards deposit of Tender Processing Fees of the bid received by OPTCL after the deadline for submission of bid prescribed by OPTCL pursuant to ITB will be considered as late bid even if the bidder has uploaded the bid within the stipulated deadline. In such a case, the bid shall be rejected and shall not be considered at all any further. The late document (Tender Cost, proof of deposit of Tender Processing Fees & Bid Security) received shall be returned unopened to the bidder).

23.0 MODIFICATION AND WITHDRAWAL OF E-BIDS:

23.1 Bidder may modify or withdraw its bids through the relevant provisions on the e-tender portal of OPTCL “www.tenderwizard.com/OPTCL” up to due date and time of submission of bid indicated in tender notification.

23.2 The Bidder’s modifications shall be done and submitted as follows:

- (i) Modified Electronic form of the bid as per the provision of portal therein.
- (ii) Soft copy of the entire bid if any modification is there.

23.3 Bidder may withdraw its bid through the relevant provisions of portal only.

23.4 No bid shall be modified/ withdrawn subsequent to the dead line for submission of bids.

23.5 Withdrawal/ modification of submitted bid before the expiry of bid validity shall result forfeiture of Bidder’s bid security, pursuant to ITB.

24.0 CLARIFICATION OF BIDS:

24.1 Prior to detailed Technical bid evaluation, OPTCL may, at its discretion, ask the Bidder(s) for a clarification of its bid. In case of erroneous/non submission of documents related to Technical qualifying requirement, OPTCL may give the Bidder(s) not more than 07 working days notice to rectify/furnish such documents, failing which the bid shall be considered as non-responsive. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

24.2 Technical discussion with Bidder(s) shall be arranged, if needed. Bidder shall depute his authorized representative(s) for attending the discussion. The representative(s) attending the discussion shall produce authorization letter from his organization to attend the discussion and sign the minutes of meeting on behalf of the organization. The authorized representative must be competent and empowered to settle all technical and commercial issues without any price implication to OPTCL.

25.0 EVALUATION OF TECHNICAL & PRICE BID:

25.1 Evaluation of Technical Part of Bid:

The bids shall be independently evaluated package/works wise. Prior to detailed Bid evaluation, OPTCL will determine the substantial responsiveness of each Bid with respect to the Qualifying Requirement, Bid Capacity & other Bid Document requirements based on attachments uploaded (in .pdf formats) and Keyed in Schedules (in .XLS formats) 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 without material deviation. A material deviation is one which affects or is likely to affect in a substantial way the scope of work, quality or performance of the works, or which limits in any substantial way, inconsistent with the Bidding Documents and formats/schedules mentioned in e-tendering provision, OPTCL's rights or the Bidders' obligations as envisaged in the Bidding Documents and would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids. Further examination of only such Bids as are determined to be substantially responsive shall be taken up, unless otherwise determined by OPTCL. OPTCL may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

25.2 The complete scope of supplies and work/services has been defined in the Bidding Documents. Only those Bidders who take complete responsibility and who Bid for the complete scope of supplies and work/services as contained in the Bidding Document shall be considered for further evaluation.

25.3 A bidder may be technically eligible for any of the package(s)/ works based on the Qualifying Requirement mentioned above except Bid Capacity Qualification.

25.4 Thereafter, the price bid of the eligible bidder(s) shall be opened based on the available bid capacity.

25.5 **Opening of Price Part of Bid:** Price Bid of those Bidders, whose Bids are considered technically responsive and meeting the available Bid Capacity Qualification Criteria shall be opened package(s)/ works wise separately. Where, the package consists of no. of works and evaluation is required to be made workwise, the sequence of price bid opening shall be in the order as specified in the tender <Deviation to this order of opening shall be with the approval of the competent authority.>

25.6 **Evaluation of Price Bid:** The Bid Price quoted under the different lots shall be evaluated lot-wise separately in the following manner.

25.6.1 Arithmetical Correction:

i) The price of all such items(s) against which bidder has not quoted rates/amount (viz. items left blank or against which "nil"/ "-" / "0" is indicated) in the schedule will be deemed to have been quoted free of cost or included in other item(s) and covered in the total quoted bid price.

ii) (a) The Bidder should ensure that the unit prices for the same item furnished in various price schedules are consistent with each other. In case of any inconsistency in the Unit prices furnished in the price proposal of the bidder, the same shall be identified by OPTCL and OPTCL shall consider the highest unit price of the bidder for the purpose of evaluation. However, the contract shall be awarded at the lowest unit price of the bidder. The prices quoted by the Bidders shall be checked for arithmetic correction, if any, based on rate and amount filled by the Bidder in the respective price schedule.

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

25.6.2 To arrive at the total evaluated prices following methodology shall be applied.

- (i) Price evaluation shall be made package/works wise separately considering the total evaluated price inclusive of CGST plus OGST or IGST as the case may be, at applicable rate.
- (ii) Price evaluation shall be made considering the Bill of Quantity (BOQ) specified in the Tender Document. In case of any deviation to the BOQ by the bidder, the BOQ specified in the Tender document shall be final and binding on the bidder.
- (iii) For the purpose of evaluation, loss capitalization of the Transformer shall not be considered.

25.6.3 Prices received in the price bid sheet (.XLS Format) shall be used for Tabulation / Price Bid Comparison. The soft form of price bid Keyed in to the .XLS format shall be final and binding on the Contractor.

25.6.4 The total evaluated prices of all the Bidders, Package/Works wise, shall be compared to determine the lowest evaluated price.

26.0 CONFIDENTIALITY OF BID EVALUATION PROCESS:

Information related to the examination, clarification, evaluation and comparison of bids and recommendations for award of contract shall not be disclosed to Bidder or other person not officially concerned with such process. Any effort by Bidder to influence OPTCL's processing of bidding or award decisions may result in rejection of such Bidder's Bid.

27.0 CONTACTING THE OPTCL:

While the bids are under consideration, Bidders and / or their representatives or other interested parties are advised to refrain from contacting by any means, OPTCL, and/or his employees / representatives on matters related to the bids under consideration. OPTCL, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, in writing. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

28.0 AWARD CRITERIA:

28.1 OPTCL will award the contract package/works wise to the successful bidder, whose bid has been determined to be the lowest evaluated total price including CGST plus OGST or IGST as the case may be or on least cost basis to OPTCL as the case may be among the substantially responsive bidders provided that the total evaluated price is reasonable and the Bidder is continues to be qualified to perform the contract satisfactorily.

28.2 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.

29.0 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.

30.0 PURCHASE ORDER:

30.1 Prior to the expiry of the period of bid validity and extended validity period, if any, OPTCL will notify the successful Bidder in writing through Purchase Order, that their bid has been accepted.

30.2 The Purchase Order shall form part of the Contract. Within 07 days of receipt of the Letter of Award, the successful Bidder shall sign and stamp the same and return it to OPTCL as a token of acknowledgement of the receipt of the LOA.

31.0 SIGNING OF CONTRACT:

31.1 The Contractor has to sign and return a copy of Purchase Order within 07(seven) days of issue of the order, which shall be accepted as the Contract Agreement against the work order.

31.2 The Contractor will submit the Contract Performance Bank Guarantee as per Purchase Order before as per terms and condition of work order.

32.0 CONTRACT PERFORMANCE BANK GUARANTEE:

33.1 The successful Bidder, to whom Purchase Order 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 Purchase Order.

33.2 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.

33.3 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.

33.4 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.

33.6 The aforesaid CPBG shall be returned to the Contractor after successful completion of the guaranteed obligations under the contract.

END OF SECTION – I

SECTION-II

GENERAL TERMS AND CONDITIONS OF CONTRACT

1. **SCOPE OF CONTRACT:** The scope of contract shall be to supply illumination Portable inflatable Lighting System consist of an inbuilt genset, blowers, lamp and can be used during rain and windy condition, does not ignite tower cloth and as per the **specifications** and deliver the material free on Rail/Road transport at destinations of OPTCL site store as specified in the Price schedule. **The materials so supplied shall be confirming to the relevant IS.**
2. **PRICE:** The price should be **firm** and FOR destination to OPTCL site store by rail/road transport. The price should be inclusive of packing, forwarding, freight, insurance charges, excise duty, and GST as applicable. The amount & nature of taxes should be clearly specified in the price schedule.
3. **DELIVERY:** The materials shall be supplied within **30 days** from the date of issue of purchase order. The purchaser however reserves the right to reschedule the delivery and change of destination.
4. **VALIDITY:** Price with terms and conditions of the offer should be valid for a minimum period of 180 days from the date of opening of tender failing which their tenders will be rejected.
5. **INSURANCE:** Insurance of materials is to be done by the supplier at his own cost. The responsibility of delivery of the materials at destination in good condition rests with the supplier. Any claim with the insurance company Railway authority/Road transport authorities arising due to loss or damage in transit has to be settled by the supplier. The supplier shall undertake free replacement of materials damaged or lost which will be reported by the consignee within 30 days of the receipt of the materials at destination without waiting for the settlement of the claims with the carriers and underwriters.

- 6. DESPATCH INSTRUCTIONS:** The materials should be securely packed and dispatched by Rail/Road transport. Detailed instruction regarding dispatch of materials to OPTCL stores of different Grid Sub-Station will be indicated at the time of placing order.
- 7. TERMS OF PAYMENT:** 100% payment with taxes and duties will be paid after delivery of materials at the respective sites subject to :
- A) successful assemble of the parts & perform functional demonstration at site .If the equipments are found to be generally in order as per technical specification, then the same will be accepted by the consignee officer.
 - B) Deposit of **CPBG as per clause 32** & approval of Guarantee Certificate & Test Certificate.
 - B) Submission of GST Invoice along with copy of challan and verification certificate by the concerned consignee officer. Tax invoice may be submitted to GM, EHT(O&M)Division, Balasore,
 - C) Availability of fund.
- 8. Place of supply:-** 220/132/33 KV Grid S/S Balasore, 220/132/33 KV Grid S/S Bhadrak, 220/132/33 KV Grid S/S Joda & 132/33 KV Grid S/S Jajpur Road.
- 9. PAYING OFFICER:-** DDO ,EHT(O&M) Circle, Jajpur Road will be the paying officer
- 10. Consignee & Verifying Officer:** - . SDOs, EHT (O&M), Sub-Division, Balasore, Bhadrak, Joda & Japur Road shall be the Consignee officers.
- 11. Officer in Charge:-** :-GM, EHT (O&M) Division, Balasore,
- 12. PRICE REDUCTION:**
- i).If the supplier fails to deliver the materials within the delivery period as stipulated under Clause No.3 (Section-II) of this tender document or any extension granted thereto, the purchaser shall recover from the supplier price reduction for a sum of half percent (i.e. 0.5 percent) of the contract price for each calendar week or part thereof of limited to maximum of 5% (five percent) of the contract value (exclusive of GST) to be applicable after the completion of supply and erection .
 - iii).OPTCL shall recover the price reduction schedule from the bill of the Agency.
 - iv). However, if the price reduction schedule remain un-recovered the same shall be recovered from the contract performance Bank Guarantee.

- 13. EXTENSION OF TIME:** If the delivery of materials is delayed due to reason beyond the control of supplier, the supplier shall without delay give notice to the purchaser in writing for an extension of time with detail justification. The purchaser on receipt of such notice may agree to extend the contract delivery date if reasonable but without prejudice to other terms and conditions of this contract.
- 14. GUARANTEE PERIOD:** The items are to be guaranteed (**jointly by the Manufacturer and bidder**) for trouble free service for a period of 18 months from the date of supply or 12 months from the date of use. Any defect if noticed during the above guarantee period shall be replaced/ rectified by you free of cost provided such defects are traced due to bad material, bad workmanship & faulty design etc. The above guarantee certificate in triplicate must be furnished to this office for approval of the undersigned by the successful bidders.
- 15. TEST CERTIFICATE:** Necessary manufacturer certificate / test certificate in respect of the materials / spares covered under the Purchase Order shall be submitted before dispatch of materials for approval. Test certificate in respect of materials should conform to relevant ISS. The test certificate from ISI approved testing laboratory will also be accepted as and where applicable. All type test and routine test reports shall be submitted for the evaluation during sample scrutiny.
- 16. SUBMISSION OF PROOF REGARDING MANUFACTURER'S CERTIFICATE/ AUTHORISED DEALERSHIP CERTIFICATE, PRICE LIST OF THE MANUFACTURER, PAST EXPERIENCE OF EXECUTION OF ORDER PERFORMANCE CERTIFICATE, TECHNICAL LITERATURE AND DRAWING**
Attested legible Xerox copies of valid authorized dealership certificate, manufacturers Price list and technical literature etc. should be furnished along with the tender if applicable. Past experience of execution of Purchase Orders need to be furnished by the bidders .The bidder shall be accompanied with dimensional drawing and technical literature, leaflets, manuals if any of the quoted items.
- 17. FREE REPLACEMENT:** Free replacement of materials lost/damaged due to transit shall be made immediately on receipt of the intimation from the consignee/Paying Officer without waiting for settlement of the claim of bidders with Railway/Lorry/Insurance Company.

- 18. QUANTITY VARIATION:** The quantity to be ordered may undergo revision at the time of placement of orders.
- 19.** The supplier should have at least one year experience in supplying the above materials to the different departments Govt. of Odisha.
- 20. JURISDICTION OF COURT:** For the purpose of jurisdiction of Court in the event of any dispute shall be deemed to have entered into any Court of law to which the jurisdiction of Odisha High Court extends and it is hereby expressly agreed that neither party shall be competent to bring a suit in regard to the matter covered by this purchase at any place outside in State of Odisha.

SECTION-III

TECHNICAL SPECIFICATION

SUPPLY OF PORTABLE INFLATABLE LIGHTING SYSTEM FOR DIFFERENT GRID SUB-STATIONS UNDER EHT (O&M) CIRCLE, JAJPUR ROAD”.

Sl. No.	Parameter	Requirement
1	Engine:	4HP Alternator: 1200 VA (rated)
2	Tank Capacity:	8-10Liter
3	Tower Cloth:	Polyurethane Flexible
4	Tower Height	4.5 mtr and above
5	Tower Extension Time	60 Second Tower Folding-Up
6	Tower Close Time	4-5 Minutes
7	Light Source	400W Metal Halide Lamp
8	Maximum Light Efficiency Time	3 Minutes
9	Brightness	41000 Lumen and above
10	Dimensions	L x W x H: 585 x 450 x 520 mm (+/- 5%)
11	Weight:	45 Kg. +/- 5%

SECTION-IV

Annexure-I

SCHEDULE OF QUANTITY

<i>Sl. No</i>	<i>Description of Material</i>	<i>Unit</i>	<i>Qty</i>
	Supply of illumination Portable inflatable Lighting System consist of an inbuilt genset, blowers, lamp and can be used during rain and windy condition, does not ignite tower cloth for different Grid Sub-Stations under EHT (O&M) Circle, Jajpur Road		
1	220/132/33KV Grid Sub-Station, Balasore	No.	1
2	220/132/33KV Grid Sub-Station, Bhadrak	No.	1
3	220/132/33KV Grid Sub-Station, Joda	No.	1
4	132/33KV Grid Sub-Station, Jajpur Road	No.	1
	TOTAL		4

DECLARATION FORM/TECHNO COMMERCIAL BID

1	Cost of Tender Document: OPTCL Money Receipt No. & Date / D.D No & Date.	
2	Earnest money furnished. Bank Guarantee No. & Date / D.D No. & Date.	
3	Manufacturer's supply experience including user's certificate furnished or not.	Yes/No
4	Delivery :- Whether agreeable to OPTCL's desired delivery period as indicated at in the specification	Yes/No
5	Guarantee:- Whether agreeable to OPTCL's terms.	Yes/No
6	Whether agreeable to furnish Composite B.G. in case his tender be successful	Yes/No
7	Terms of payment:- Whether agreeable to OPTCL's terms or not	Yes/No.
8	Nature of price:- FIRM	Yes/No
9	Penalty:- Whether agreeable to OPTCL's terms or not	Yes/No
10	Validity: - Whether agreeable to OPTCL's terms or not	Yes/No
11	Whether recent type test certificates from any Government approved laboratory are furnished or not.	Yes/No
12	Whether materials are ISI/ISO marked.	Yes/No
13	Furnished Manufacturer's name and its trademark.	Yes/No
14	Whether registered under GST	Yes/No
15	Whether declaration form duly filled in furnished or not.	Yes/No.

Place: -

Date: -

Signature of the Bidder

with seal of the company

SECTION:-V**ANNEXURE-I****BIDDER'S INFORMATION**

SL NO	The bidder shall furnish general information in the following format	
NAME OF THE BIDDER		
1	Address:-	
2	City	
3	Pin Code	
4	Contact person's Name :-	
5	Telephone /Cell No. office & Residence:-	
6	FAX No:-	
7	EMAIL:-	
9	SERVICE TAX REGISTRATION NO.	
10	PAN NO.	

SECTION-VI

BID PROPOSAL SHEETS (BPS)

BID PROPOSAL SHEET

Bidder's Proposal Reference No. and Date:

Bidder's Name & Address :

Contact Person :

Designation :

Telephone No. : Mobile No. :

Fax No. : E-mail :

To

Executive Director, Northern Zone,
ODISHA Power Transmission Corporation Ltd.
Balasore.

Sub: Proposal for Engineering, Supply, Erection, Testing & Commissioning of
..... on EPC/Turnkey Contract.

Ref. : 1) e-tender Notice No

2) Tender specification No.....

Description of works:

Dear Sir,

1. We, the undersigned Bidder having visited the Official e-Tender Portal of OPTCL of OPTCL and having read and examined in detail the Tender Documents [e-NIT, Free View Documents (.pdf) and Bid Forms(in XLS formats)] including specifications of the package referred above, do here by propose to engineer and supply including all types of test at manufacturer's works, ocean shipment, marine insurance, custom clearance, port clearance and handling, inland transportation, inland transit insurance, delivery to site, loading & unloading, storage, insurance during storage and inside site transportation and erect and commission of the materials/Equipment supplied under this contract including installation, performance testing and handing over to OPTCL of the complete Construction of works on EPC/Turnkey contract basis.

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

2.0 PRICES AND VALIDITY:

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

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

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

- 2.3 All the prices and other terms and conditions of this proposal are valid for a period of 210 (Two Hundred Ten) Days from the date of opening of the Technical (Part-I) bids.
- 2.4 The prices and the price components in line with the requirements of the bid documents Section-II of the Volume-III (Price Schedules) are keyed-In and uploaded in the Official e-Tender Portal of OPTCL.
- 2.5 We hereby declare that our bid prices cover entire scope of the work to complete the work in accordance with Bid Documents.
- 2.6 We hereby declare that prices left blank or indicating “nil/zero/0/dash/-/Not Applicable/NA/any other notation other than price” in the Schedules will be deemed to have been included in the prices of other items/total quoted Bid Price.
- 2.7 If there is a discrepancy between unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy in the quantity mentioned by the bidder from the quantity mentioned in the tender the tendered quantity (BOQ) will prevail.
- 2.8 We do not anticipate any change in Ownership of company/firm. If at all and there would be a change in Ownership, we undertake that our obligation under the contract in case we become successful bidder, shall stand.

3.0 TAXES & DUTIES:

- 3.1 We declare that towards the supply of goods & services by us, we will quote basic prices(taxable value) inclusive of Packing, Forwarding and Freight & Insurance excluding GST for each of the items quoted. Alongside the basic price(taxable value) quoted by us for each item, CGST plus OGST, or IGST, as the case may be, will also be quoted, which will be added to quoted basic price(taxable value) to indicate quoted final value. Tax Invoice shall constitute basic price, CGST plus OGST, or IGST, as the case may be, and such other details which are stipulated in CGST and OGST Rules, 2017. No transaction between OPTCL and our vendors shall be recognized and the input credit on the supply of goods & services by our vendors shall be considered in the basic price(taxable value) quoted to OPTCL.
- 3.2 However, any statutory variation in GST on package supply (and not on individual goods and services components) supplied by us during the contract period is to OPTCL's account.
- 3.3 As regards the Income Tax, surcharge on Income Tax, statutory payments and other corporate taxes, we will be responsible for such payments to the concerned authorities.

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

4.0 DEVIATIONS

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

- (a) Commercial Deviations Attach 7.pdf
- (b) Technical Deviations Attach 8.pdf

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

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

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

- (a) Terms of Payment
- (b) Bid Security Declaration in lieu of Bid Security (EMD)
- (c) Contract Performance Bank Guarantee (CPBG)
- (d) Price Reduction
- (e) Price Basis & Payments
- (f) Guarantee Period
- (g) Contract Completion Period
- (h) Latent Defect Warranty
- (i) Incentive.

We further confirm that any deviations to the above clauses at Sl.No. (a) through (i) found anywhere in our bid proposal implicit or explicit shall stand unconditionally withdrawn, without any cost implications whatsoever to OPTCL.

5.0 TENDER COST, TENDER PROCESSING FEES AND BID SECURITY:

5.1 We have Proof of Deposit of towards Tender Cost, EMD & Tender Processing Fees. We have also submitted the above in original in a separate sealed envelope superscribing the Package/works No., Bid ref. No. and Name.

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

Particulars	DD/ E-receipt & Date	Amount (In Rs.)	Issuing Bank
Tender Cost		x	x

Tender Processing fees		x	x
EMD			

6.0 QUALIFICATION DATA:

- 6.1 We confirm having uploaded(attachment.pdf)/keyed-in(Schedules) against the Technical and Financial qualification requirement on your official tender portal as per qualifying criteria specified in the Instruction to bidders, Vol.-I.
- 6.2 In case, you require any further information in this regard, before evaluation of our bid, we agree to furnish the original in time to your satisfaction.
- 6.3 We declare that the documentary evidence in support of the above qualifying requirement and the information filled by us in this regard are correct to the best of our knowledge and belief. We undertake that if any of this documentary evidence/information are found incorrect, our bid shall be liable for rejection, and in the event we emerge successful in the bidding process and are awarded the package/works, we will be liable for all consequential damages apart from termination of the contract.

7.0 OTHER STATUTORY DOCUMENTS:

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

8.0 BID CAPACITY:

- 8.1 We confirm that we have uploaded (documents attachemnt.pdf)/Keyed-in the schedules to meet our bid capacity criteria. We undertake to abide by the bid capacity and award criteria assessed by OPTCL as per the following bid capacity qualification, if found successful in the bidding process;
- 8.2 In case we participate through Joint Venture/Consortium, we and our partner together shall also agree to the above bid capacity criteria.

9.0 CONSTRUCTION OF CONTRACT:

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

- 9.2 We further agree that if the contract is awarded to us it will be on single source responsibility basis and breach in any portion or part of one contract shall be construed as a breach of the other contract as well, which will confer on you the right to terminate the other contract, at our risk and cost.

10.0 WORK COMPLETION SCHEDULE:

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

11.0 SIGNING OF THE CONTRACT AGREEMENT:

- 11.1 We undertake to sign the Contract Agreement as per the proforma mentioned in the ITB within **30(thirty)** days of Letter of Award.

12.0 CONTRACT PERFORMANCE BANK GUARANTEE:

- 12.1 (a) We agree that if our proposal is accepted, we shall provide an irrevocable Contract Performance Bank Guarantee (from list of Banks mentioned in the annexure to this documents) in non-judicial stamp paper of appropriate value (as per the prescribed format) within 30 (thirty) days from the date LOA issued in favour of the ODISHA Power Transmission Corporation Ltd. The Bank Guarantee amount shall be equal to Ten percent (10%) of the Contract Price. The bank guarantee shall be valid for 03months over and above work completion period plus Guarantee Period. If the work completion period gets extended the Contract Performance Bank guarantee shall be extended accordingly. We also agree to submit the additional CPBG equal to ten percent (10%) of the cost of the major equipment (Reactors, CT, PT, Breakers, S/S Automation Equipment, Cables) to be supplied under the Contract valid for additional 36 Months over and above the initial CPBG period.

13.0 PERFORMANCE GUARANTEE:

- 13.1 We Certify that all the material supplied under this contract are new and guaranteed to cover the guarantee period and shall conform to high standards of engineering and shall be capable of performing in continuous commercial operation in a manner acceptable to **OPTCL**.
- 13.2 We declare that the ratings and the performance figures/parameters of the equipment/ plant furnished & erected by us are guaranteed in line with the GTP and Technical Specifications of Volume-II to cover the entire guarantee period.
- 13.3 We also undertake to take up the rectification/repair/replacement of materials or works, if any, during the defect liability period and latent defect liability.

14.0 SELF DECLARATION FORM:

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

15.0 CHECK LIST:

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

16.0 ACKNOWLEDGEMENT OF DISCLAIMER:

- We undertake that we have conducted our own estimation and analysis and checked the accuracy, reliability and completeness of the information contained in the bid Document (Tender Notification, Free view Documents and Bid Forms) uploaded in the e-tendering portal and obtained independent advice from appropriate sources in our own interest for the purpose of bidding.
- 16.2 We understand that OPTCL is not responsible for the e-Tender Portal of OPTCL being temporarily unavailable due to any technical issue at any point of time. In that event OPTCL will not be liable or responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this e-Tender Portal of OPTCL.
- 16.3 We agree to follow the time table of e-tendering process and get the activities of e-tendering processes done well in advance so as to avoid any inconvenience.
- 16.4 We undertake that in case of technical error/ failure of e-Tender Portal of OPTCL, we shall not challenge it by way of appeal, arbitration and in the Court of Law.

17.0 DECLARATION:

- 17.1 We, hereby declare that only the persons or firms interested in this proposal as principals are named herein and that no other person or firm other than those mentioned herein have any interest in this proposal or in the contract to be entered into if we are awarded the contract, and that this proposal is made without any connection with any other person, firm or party submitting a proposal and that this proposal is in all respect for and in good faith, without collusion or fraud.
- 17.2 Further, We hereby declare that we have gone through and understood the bid documents (including schedules in XLS available in the e-tender portal) in detail and tender portal instructions for the purpose of participating in the bidding process and enclose herewith attachments (in .pdf) uploaded and Schedules (in XLS) Keyed-in both in line with the original document.

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

Thanking you, we remain,

Yours faithfully,

Date :

(Signature)

Place :

(Printed Name).....

(Designation).....

(Common Seal).....

Business Address:

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

Enclosure:

A. Soft Form of Documents (Scanned Copy):

Sl No	Description	.Pdf file reference
1	Documentary proof of payment (through e-payment mode) Tender Cost Tender Processing Fee	Attach 1.pdf
2	Documentary proof of payment of EMD in shape of DD	
3	Power of Attorney /notarized copy for signing the bid document. (Not required in case of Proprietary firm)	Attach 2.pdf
3	Following documents/Credential in support of meeting Technical Qualifying requirement: i). Work Orders/LOA (including detailed bill of quantity for similar type of works) ii). Work completion/ Handing Over & Taking Over / Performance Certificate pertaining to relevant work.	Attach 3.pdf
5	Scanned copies of Statutory Documents (i) Certificate of Incorporation. (ii) IT PAN. (iii) IT Return of last three years. (iv) GST Registration Certificate. (v) EPF Registration Certificate etc. (vi) HT/EHT License (vii) Civil License (Class B or C)	Attach 4.pdf
6	Covering Letter of Bid Proposal Sheet	Attach 5.pdf
7	Commercial Deviation Schedule	Attach 6.pdf
8	Technical Deviation Schedule	Attach 7.pdf
9	Acceptance to Work Completion Schedule	Attach 8.pdf
14	Affidavit of Bidder	Attach 9.pdf

15	Any Other relevant documents < As per requirement of the tender>	Attach 10.pdf
16	Schedule of EFT Form	Attach 11.pdf
17	E-Reverse Action Compliance form	Attach 12.pdf

SCHEDULE-I in XLS Format		
BIDDER's INFORMATION SHEET		
ODISHA POWER TRANSMISSION CORPORATION LIMITED		
NOTICE INVITING TENDER-NIT NO	
TENDER SPECIFICATION NO.	
PACKAGE NO.	
NAME OF THE PACKAGE/WORKS		
NAME OF THE BIDDER		
THE BIDDERS ARE REQUIRED TO FURNISH THE FOLLOWING DETAILS AS PER THE FORMAT GIVEN BELOW WHICH IS A MANDATORY REQUIREMENT FOR EVALUATION OF BIDS.		
Sl.No.	DETAILS	TO BE FILLED IN BY THE BIDDER
1	BIDDER'S NAME	
2	BIDDER'S SITE NAME (Name of the BUSINESS PLACE)	
3	ADDRESS	
4	CITY	
5	STATE	
6	COUNTRY	
7	PIN CODE	
8	PHONE NO.	
9	FAX NO.	
10	GST REGISTRATION NO.	
11	PAN NO.	
12	TAN NO.	
13	CONTACT PERSON'S NAME	
14	POSITION / DEPARTMENT OF CONTACT PERSON	
15	CONTACT PERSON'S E MAIL ID	

16	CONTACT PERSON'S PHONE NO. AND MOBILE NO.	
17	CONTACT PERSON'S FAX NO.	
19	BANK A/C PARTICULARS OF THE BIDDER FOR EFT PAYMENT	

SCHEDULE-II in XLS Format

ACCEPTANCE OF IMPORTANT CONDITIONS		
1	With reference to bid proposal being submitted to OPTCL against NIT NO- TENDER SPECIFICATION NO-Package/Works –....., we hereby confirm that we have read the provisions of the following clauses and that notwithstanding anything stated elsewhere to the contrary, we agree that the stipulations of these clauses are acceptable to us except those declared as “not agreed”.	
	ME OF THE BIDDER	
	Bid Proposal Ref. No. Dated...	
	Bidder's Address:	
Sl. No	Terms & Conditions	Declaration (Indicate Agreed / Not Agreed)
(a)	Bid Security Declaration	
(b)	Contract Performance Bank Guarantee	
(c)	Price Reduction Schedule	
(d)	Price Basis	
(e)	Terms of Payments	
(f)	Bid Validity Period	
(g)	Performance Guarantee and Latent Defects Warranty	
(h)	Work Completion Period	
(i)	We hereby undertake to agree to all other terms and conditions of the tender for the purpose of consideration of our bid.	
Note:	Any deviation to the above clauses at Sl. No. (a) through (j) found anywhere in our bid proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to OPTCL.	

ANNEXURES

CONTENTS

ANNEXURE	DESCRIPTION
I	Proforma of Bank Guarantee for Contract Performance(CPBG)
II	Proforma of Self declaration - Black Listing/debarring Action
III	Technical Deviation Sheet
IV	Commercial Deviation Sheet
V	Reverse Auction Process Compliance Form

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:.....

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..... (herein after called “the Agreement”) to M/s/Shri , Address..... (herein after called the “Contractor”) for supply, erection, installation & commissioning and associated civil works under the above LoA and whereas OPTCL has agreed (1) to exempt demand of security deposit under the terms and conditions of the LOA (2) to release payment of the cost of the Contract Price to the Contractor 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 accordance with the terms and conditions of LOA No. _____ dated _____ 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 .

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. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees-- ----- In Words).

3. We, the Bank also undertake to pay to OPTCL any money so demanded not withstanding 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 thereunder 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 discharges this guarantee.

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 any 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 sureties would, but for this provision, have the effect of so relieving us.

6. This guarantee will not be discharged due to the change in the name, style or constitution of the Bank and/or 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.

“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 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 of Bhubaneswar Branch of the Issuing Bank:.....
1. The Bank Guarantee shall be accepted after getting SFMS advice as per details below.

Format for SFMS details

(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----

ANNEXURE – II

PROFORMA OF SELF DECLARATION- BLACK LISTING/ DEBARRING ACTION

(To be filled in non-judicial stamp paper of worth Rs.100/- and to be Notarized)

Name of the Bidder: -----

e-Tender Notice No: -----

Sir,

1. I/We, the undersigned do hereby declare that, I/We have never failed to perform satisfactorily in any work of OPTCL/ Govt. Of Odisha /Central Govt./ in any Govt. funded Project during last three financial years (and the current financial year) and / or I/We **do not have any litigation with OPTCL** and we do not stand currently debarred/blacklisted by any of the Electricity Transmission Utility / Generation Utility /OPTCL / Govt. Of Odisha/ Central Govt. of India.
2. Further, I/We, the undersigned do hereby declare that, I/We have not been declared as Insolvent or referred to National Company Law Tribunal (NCLT) under the Insolvency and Bankruptcy Code (IBC), 2016.
3. In the event, any information is found out contrary to the above either during the 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.

ANNEXURE – III

TECHNICAL DEVIATION SHEET

Bidder's Name & Address

To

Executive Director, Northern Zone,
ODISHA Power Transmission Corporation Ltd.
Balasore.

.

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 – IV

COMMERCIAL DEVIATION SHEET

Bidder's Name & Address

To

Executive Director, Northern Zone,
ODISHA Power Transmission Corporation Ltd.
Balasore.

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-V)
(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,
Executive Director, Northern Zone,
ODISHA Power Transmission Corporation Ltd.
Balasore.

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.