

# ODISHA POWER TRANSMISSION CORPORATION LIMITED OFFICE OF THE SR.GENERAL MANAGER (ELECTRICAL) EHT(O & M) ZONE-I, NARENDRAPUR

**19438907572, e-mail:** <a href="mailto:sgm.onm1.npr@optcl.co.in">sgm.onm1.npr@optcl.co.in</a> CIN: U40102OR2004SGC007553

TENDER SPECIFICATION NO:-NPR-03/2021-22

#### **FOR**

PCC & RE-METALLING IN 132 KV SWITCH YARD OF GRID SUB-STATION, BERHAMPUR UNDER EHT (O & M) DIVISION BERHAMPUR

Request for online tender documents: - From dt-20.12.2021 (10.00 Hrs) to dt-04.01.2022(12.30 Hrs)

Issue of online tender documents (bid sheets):-From dt-20.12.2021 (10.01 Hrs) to dt-04.01.2022 (12.31 Hrs)

Last date of submission of online tender: - Up to dt-04.01.2022(15.00 Hrs)

**Date of opening of Tender: -05.01.2022(11.30 Hrs)** 

COST OF TENDER PAPER: Rs.6,000.00+18% GST = Rs.7,080.00 [In the shape DD only]

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# (SECTION-1)

#### TENDER CALL NOTICE



# ODISHA POWER TRANSMISSION CORPORATION LIMITED OFFICE OF THE SR.GENERAL MANAGER (ELECTRICAL) EHT(O & M)ZONE-I, NARENDRAPUR

**19438907572**, e-mail: <a href="mailto:sgm.onm1.npr@optcl.co.in">sgm.onm1.npr@optcl.co.in</a> CIN: U40102OR2004SGC007553

#### E-TENDER NOTICE NO. NPR-03/2021-22

For and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD Sr.General Manager, (O&M) Zone-1, Narendrapur, invites Tenders from reputed Bidders in single part bidding system for PCC and Re-metalling at 132/33KV Grid Sub-station, **Berhampur** under EHT (O&M) Division, Berhampur. The interested bidders would be required to enroll themselves on the tender portal <a href="www.tenderwizard.com/OPTCL">www.tenderwizard.com/OPTCL</a>. Complete set of bidding documents are available at <a href="www.tenderwizard.com/OPTCL">www.tenderwizard.com/OPTCL</a> from 20.12.2021 (10.00 Hrs) up to 04.01.2022 (12.30 Hrs). Interested Bidder may visit OPTCL's official web site <a href="http://www.optcl.co.in">http://www.optcl.co.in</a> and <a href="www.tenderwizard.com/OPTCL">www.tenderwizard.com/OPTCL</a> for detail specification.

N.B:- All subsequent addendums/corrigendum to the tender shall be hosted in the OPTCL's official web site <a href="http://www.optcl.co.in">http://www.optcl.co.in</a> and <a href="http://www.optcl.co.in">www.tenderwizard.com/OPTCL</a> only.

Sr. GENERAL MANAGER (Elec.)
(O&M) ZONE-1, NARENDRAPUR



#### NOTICE INVITING TENDER

# ODISHA POWER TRANSMISSION CORPORATION LTD., REGD. OFFICE: JANPATH, BHUBANESWAR - 751 022, ODISHA, INDIA.

#### e-TENDER NOTICE NO- NPR-03/2021-22

For and on behalf of the ODISHA POWER TRANSMISSION CORPORATION LTD., the undersigned invites bids under two-part bidding system in e- tendering mode only as per the following details.

Sl.	Tender Specificati	Location Details.	eation Details. INDIAN RUPEES			Last date of submission &
No	on No.		Earnest Money Deposit.	Cost of Tender Spec. Document	Tender Processing Fee.	Date of opening of Tender.
1	E -Tender No. 03/2021- 22	132/33 KV Grid Sub- Station, Berhampur under EHT (O&M) Division, Berhampur	NIL (Bid Security Declaration to be furnished in lieu of EMD)	Rs.7,080/- [Only in the shape of DD]	Rs.4,767/-	up to dt- 04.01.2022 (15.00 Hrs) and 05.01.2022 at 11.30 hrs

The bidders can view the tender documents from website free of cost.

The bidders who want to submit bid shall have to pay Rs 7,080/- (Rupees Seven Thousand Eighty only including GST @ 18% non refundable) towards the tender cost, in the form of Demand draft only, drawn in favour of M/s Sr. General Manager, O&M, Zone-1, Narendrapur at the office of the undersigned on or before the last date & time of submission of tender.

The bidders shall have to submit non-refundable amount of Rs. 4,767/- (Rupees Four thousand Seven hundred Sixty seven only) towards the tender processing fee through **e-payment** mode. Tender processing fee acknowledgement is to be submitted along with tender Paper cost at the office of the undersigned on or before the last date & time of submission of tender.

The bidders shall scan the Demand Draft/Pay order/ Bank guarantee towards, Tender Cost and tender processing fee and upload the same in the prescribed form in .gif or .jpg format in addition to sending the original as stated above.

The prospective bidders are advised to register their user ID, Password, company ID from website **www.tenderwizard.com/OPTCL** by clicking on hyper link "Register Me".

Any clarifications regarding the scope of work and technical features of the tender can be had Page 4 of 26

from the undersigned during office hours.

# Minimum qualification criteria of bidders: AS STIPULATED IN SECTION-II, (G.T.C.C) OF THE TENDER SPECIFICATION.

#### The Quantum of Work as in Table below

**1)** PCC and re-metalling along with providing water point in 132KV/ 33KV Switch yard by providing cement concrete and 20mm chips/metal spreading at 132/33KV Grid Sub-station, Berhampur under *EHT (O&M) Division, Berhampur* 

SI.	Description of works	Unit	Quantity
No.			
1	Earth work in Excavation in hard soil or gravity soil within 50m. Initial lead and 1.5m. Initial lift including rough dressing and breaking clods to maximum 5cm to 7cm and laying in layers not exceeding 0.3m in depth as per direction of the engineer in charge. (0.225x6745)	Cum	1495.125
2	Filling foundation and plinth with sand and well watered & rammed etc complete including cost of sand (0.05x6745)	Cum	332.25
3	Cement concrete (1:3:6) by using 40mm size B.H.G metal including cost, conveyance etc.(0.075x6745)	Cum	498.375
4	Supply of spreading of 20mm size granite metal in horizontal filter zone including levelling etc complete within 50mtr initial lead as directed by the Engineer in charge .(0.1x6745)	Cum	664.5
5	Providing & spraying of Weedicides/Pesticide i.e GLYPHOSPHATE/ Butachlor /Glyphoss/ Glycols in switch yard area. Spray application: 200 Ltr water require for one acre with mixing ratio of 50mltr Glycel: 1 ltr water.		6645
6	Providing and laying in trenches unplastiised PVC pipes conforming to ASTM-D-1785/89(Schedule-120) of the following normal bore and pipe fittings including testing as per specification complete (Excavation civil work extra)		
	i) 15mm diameter	Mtr	250
	ii)25mm diameter	Mtr	450
7	Fixing of brass screw -down Bib Cocks(Taps) polished bright conforming to IS:781-1995 of the following nominal sizes as per specification complete	no	22
8	Fixing of Brass Ball Valve (Horizontal plunger type) conforming to IS1703-1977 as per specification complete	No	06
9	Labour for fitting and fixing in position steel cutting edge as per approved design using M.S angle plates bolts and nuts complete including cutting angles to required size, bending to shape, drilling holes, reverting and welding etc. Complete in all respect but excluding costb of angles and plates.	Qntl	03

Sr. GENERAL MANAGER (Elec.)

# (SECTION-II) INSTRUCTION TO BIDDER

#### 1. Submission of Bids: -

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

The OPTCL reserves the right to reject any bid, which is not submitted according to the instruction, stipulated above. The participants to the tender should be registered under IT Act / GST Act.

- 1. For all the users it is mandatory to procure the Digital Signatures.
- 2. Contractors / Vendors / Bidders / Bidders are requested to follow the below steps for Registration:
- a. Click "Register", fill the online registration form.
- b. Pay the amount of Rs. 2360/- through DD in Favour of KSEDC Ltd. Payable at Bangalore. This registration is valid for one year.
- c. Send the acknowledgment copy for verification.
- d. As soon as the verification is being done the e-tender user id will be enabled.
- 3. After viewing Tender Notification, if bidder intends to participate in tender, he has to use his e-tendering User Id and Password which has been received after registration and acquisition of DSCs.
- 4. If any Bidder wants to participate in the tender he will have to follow the instructions given below:
- a. Insert the PKI (which consist of your Digital Signature Certificate) in your System. (Note: Make sure that necessary software of PKI be installed in your system).
- b. Click / Double Click to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer).
- c. Go to Start > Programs > Internet Explorer.
- d. Type **www.tenderwizard.com/OPTCL**in the address bar, to access the Login Screen.
- e. Enter e-tender User Id and Password, click on "Go".
- f. Click on "Click here to login" for selecting the Digital Signature Certificate.
- g. Select the Certificate and enter DSC Password.
- h. Re-enter the e-Procurement User Id Password.
- 5. To make a request for Tender Document, Bidders will have to follow below mentioned steps.
  - Click "Un Applied" to view / apply for new tenders.
  - Click on Request icon for online request.
  - Enter the required fields including details of D.D for tender Processing fee.
- 6. After making the request Bidders will receive the Bid Documents which can be checked and downloaded by following the below steps:
  - Click to view the tender documents which are received by the user.
  - Tender document screen appears.
  - Click "Click here to download" to download the documents.
- 7. After completing all the formalities Bidders will have to submit the tender and they

must take care of following instructions.

- Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not.
- Note down / take a print of bid control number once it displayed on the screen
- 8. Tender Opening event can be viewed online.
- 9. Competitors bid sheets are available in the website for all.
- 10. For any e-tendering assistant contact help desk number mentioned below.
  - Bangalore 080- 40482000.

#### 2. Division of Specification.

The specification is mainly divided into two parts viz. Part-I & Part-II.

#### PART-1

1. SECTION –I : TENDER CALL NOTICE

2. SECTION –II : INSTRUCTION TO THE TENDERER

3. SECTION -III : GENERAL TERMS & CONDITIONS OF CONTRACT

4. SECTION –IV : ANNEXURE 5. SECTION –V : PRICE BID

The Bidders are required to submit the tenders in single part

#### 3. Purchaser's Right Regarding Alteration of Quantities Tendered.

The Purchaser may alter the quantities of work at the time of placing orders. Initially the purchaser may place orders for lesser quantity with full freedom to place extension orders for further quantity under similar terms and conditions of the original orders. Orders may also be split among more than one bidder for any particular item, if considered necessary in the interest of the OPTCL.

#### 4. Purchaser's right to accept/reject bids:

The purchaser reserves the right to reject any or all the tenders without assigning any reasons what so ever if it is in the interest of OPTCL, under the existing circumstances.

#### 5. Mode of submission of Tenders.

- [A] Tenders shall be submitted in electronic mode only. (www.tenderwizard.com/OPTCL)
- [B] **Telegraphic or FAX tenders** shall not be accepted under any circumstances.

#### 6. Validity of the Bids: -

The tenders are requested to keep the validity of their offer for a period of **180** days from the date of opening of the tender, failing which the tenders will be rejected.

#### 8. PRICE: -

The bidders are advised to quote their rate as per the price schedule attached with this specification and shall remain firm inclusive of all taxes & duties, labour charges etc. within the validity of the tender. However Goods & Service tax (GST) shall be paid extra as per Govt. Prevailing rule.

#### 9. Bidders to be fully conversant with the clauses of the Specification:

Bidders are expected to be fully conversant with the meaning of all the clauses of the specification before submitting their tenders. In case of doubt regarding the meaning of any clause, the bidder may seek clarification in writing from the Sr. General Manager, O&M, Zone-1, Narendrapur This, however, does not entitle the bidder to ask for time beyond due date, fixed for receipt of tender.

#### 10. Documents to Accompany Bids.

Tenderers are required to submit tenders in the following manner:

- [i] Declaration Form as per **Annexure-I** (duly signed) to be uploaded in .pdf format.
- [ii] Earnest Money (scanned copy is to be uploaded) [Bid Security / EMD Declaration Form to be submitted as per **Annexure-V**]
- [iii] Abstract of Terms & conditions in prescribed proforma as per **Annexure-II**. To bekeyedin, in the bid sheets provided.
- [iv] General Terms & Conditions of contract as per Section-II of the Specification.(All the required documents are to be uploaded.)
- [v] Data on past experience as per the Specification.(Scanned copy to be uploaded)
- [vi] Goods & Service Tax (GST) Registration certificate, Civil License, EHT/HT License & Permanent Account Number [PAN] of the firm is required under Income tax Act. (Scanned copy to be uploaded).
- [vii] Any other document required, is to be uploaded.
- [Viii] Schedule of prices in the prescribed proforma in the price bid sheet provided in .xls format.
- [ix] Confirmation to e-Reverse Auction Process [e-Reverse Auction Compliance Form to be submitted as per **Annexure-VI**]

#### 11. Conditional Offer:

Conditional offer shall not be accepted.

#### 13. Qualification of Bidder:

#### The bidder must have the following documents to qualify.

- i) Civil Contractor License
- ii) GST Registration Certificate
- iii) Valid PAN/TIN.
- iv) Labour License.
- v) Experience Certificate
- vi) Electrical EHT/HT License

#### 14. CONSIGNEE:-

SDO, 132/33 KV Grid s/S, Berhampur.

#### 15. PAYING OFFICER:-

DGM, EHT (O&M) Division, Berhampur.

#### 16. General: -

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- (i) The tender paper cost (Form fee) for an amount of **Rs 7,080/-** is to be paid by the contractor in the shape of DD only.
- (iii)The tender processing fee for an amount of Rs 4,767/- is to be paid by the contractor.
- (v)In the event of discrepancy or arithmetical error in the schedule of price, the decision of the purchaser shall be final and binding on the Tenderer.
- (vi) Notice inviting tender shall form part of this specification.
- (viii) It should be distinctly understood that the price bid shall contain only details/documents relating to price, as mentioned herein above.
- (ix) The tenderer must submit the cost of tender document (Demand Draft only) and Tender processing fee in a sealed cover envelope super scribing the tender specification number, Tender Notice No & Date opening of tender clearly on the envelope cover. The said envelope is to be submitted in the office of the purchaser on or before the last date and time of submission of tender.

## **SECTION-III**

## **GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.]**

### 1. Scope of the contract:

The Metal supplied should be of perfect size with crusher broken and cement used should be of reputed make like ultratech/konark/ACC etc.

#### 2.0 Definition of terms:

For the purpose of this specification and General Terms and Conditions of contract [GTCC], the following words shall have the meanings hereby indicated, except where otherwise described or defined.

- 2.1 "The Purchaser" shall mean the Sr. General Manager, O&M,Zone-1, Narendrapur for and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD., Bhubaneswar.
- 2.2 "The Engineer" shall mean the Engineer appointed by the Purchaser for the Purpose of this contract.
- 2.3 "Purchaser's Representative" shall mean any person or persons or consulting firm appointed and remunerated by the Purchaser to supervise, inspect, test and examine workmanship and materials of the equipment to be supplied.
- 2.4 "The Contractor" shall mean the bidder whose bid has been accepted by the purchaser and shall include the bidder's executives, administrators, successors and permitted assignees.
- 2.5 "Re-Metal gravelling over PCC" shall mean picking of old metal and excavation and after PCC spreading of the old metal and new metal including supply of materials, labour charges etc. to be done under the contract by the Contractors.
- 2.6 "Contract Price" shall mean the sum named in or calculated the bid.
- 2.7 "General Condition" shall mean these General Terms and Conditions of Contract.
- 2.8 The Specification" shall mean both the technical as well as commercial parts of the specification annexed to or issued with GTCC and shall include the schedules.
- 2.9 "Month" shall mean "Calendar month".
- 2.10 Writing" shall include any manuscript, type written, printed or other statement reproduction in any visible form and whether under seal or under hand.
- 2.11 "FOR Destination costs" shall mean the cost at our work site. The cost is inclusive of all taxes & duties etc., but excluding GST.
- 2.12 The term "Contract document" shall mean and include GTCC, specifications, form of tender, Notice Inviting Tender, covering letter, schedule of prices or the final General Conditions, any special conditions, applicable to the particular contract.
- 2.13 Terms and conditions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act, failing that in the ODISHA General Clauses Act.

#### 2. Manner of execution:

The works awarded should be commenced from 15 days of the award of the contract and to be completed as per schedule of work order.

#### 4. Language and measures:

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

#### 5. Right to reject/accept any tender:

The Purchaser reserves the right either to reject or to accept any or all tenders if the situation so warrants in the interest of the OPTCL. Orders may also be split up between different Tenderers on individual merits of the Tenderer. The Purchaser has exclusive right to alter the quantities of work at the time of placing final work order.

#### 6. **Completion of work**

The works awarded should be commenced from 15 days of the award of the contract and to be completed as per schedule of work order.

#### 7. Force Majeure:

The Contractor shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force majeure such as acts of god, acts of the public enemy, acts of Govt., Fires, floods, epidemics, Quarantine restrictions, strikes, Freight Embargo and provided that the Contractor shall within Ten (10) days from the beginning of delay on such account notify the purchaser in writing of the cause of delay. The purchaser shall verify the facts and grant such extension, if facts justify.

#### 8. Extension of time:-

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

#### 9. Guarantee period: -

(i)The work done by the contractor shall be guaranteed for a period of 12 months from the date of completion of work against any bad materials used and bad workmanship done for the work. The above guarantee certificate shall be furnished to the ordering authority for his approval. Any defects noticed during this period shall be rectified by the contractor, free of cost to OPTCL within one month, upon written notice from OPTCL provided such defects are due to bad materials used and bad workmanship failing which provision of clause 13 shall apply.

(ii)The work failed or found defective during the guarantee period shall have to be guaranteed after rework for a further period of 12 months from the date of completion of work. The Bank Guarantee is to be extended accordingly without any financial burden to OPTCL.

#### 10. GST REGISTRATION NO., PAN CARD, CIVIL LICENSE & EHT/HT LICENSE:

Scanned copies of PAN, GST Registration no., Civil license & EHT/HT License valid on the date of opening of tender should be uploaded along with tenders, falling which the tender will be rejected. The contractor or their authorized representatives should produce the original documents for verification within 10 days from the date of opening of tender. Those who fail to produce the same and found not to be valid at the time of verification, their tenders will be rejected.

#### 11. B.G. towards security deposit, 100% payment and performance guarantee:

- [i] A Composite Bank Guarantee as per the Proforma enclosed at Annexure-III of the specification for 3% [three percent] of the total contract value shall be furnished from any nationalized/scheduled bank having a place of business at Bhubaneswar, to the office of Sr. General Manager, O&M, Zone-1, Narendrapur within 15 days from the date of issue of the work order,. The BG shall be executed on non judicial stamp paper worth of Rs.50.00 [Rupees fifty] only or as per the prevalent rules, valid for a period of 14 months from the last date of stipulated work completion period, for scrutiny and acceptance, failing which the work order will be liable for cancellation without any further written notices. The BG should be accompanied by a confirmation letter from the concerned bank and should have provision for encashment at Bhubaneswar, before the Bank Guarantee is accepted and all concerned intimated. The B.G should be revalidated as and when intimated to you to cover the entire guarantee period.
- [ii] No interest is payable on any kind of Bank Guarantee.
- [iii] In case of non-fulfillment of contractual obligation, as required in the detailed purchase order/Specification, the composite Bank guarantee shall be forfeited.
- [iv] Additional Performance Security:- Additional performance security i.e. the differential amount of the bid amount and the estimated cost shall be deposited in shape of Bank Guarantee / Term Deposit Receipt pledged in favour of Sr. GM(El.), O&M Zone-1, OPTCL, Narendrapur (BG in the prescribed format of OPTCL) within 15 days from the issue of Work Order by the successful bidder after opening of the tender. The same amount shall be released / refunded after expiry of the contract period / execution of the work without any interest. In this regard latest guidelines of OPTCL / OPWD shall be followed.

#### 12. Terms of Payment.

(i)100% (one hundred percent) payment along with full taxes & duties (if any) shall be made after successful completion of the work in all respect as per JMC and verification thereof subject to approval of guarantee certificate & performance BG. Taxes and duties will be deducted from the bill as per statutory norm.

(ii)The contractor is fully responsible for safe handling of the equipments, etc. in Grid S/S during execution of the work. After completion of the work, the contractor shall produce the printed bills in triplicate to the respective consignee/Paying Officer for effecting payment.

#### 13. Penalty for Delay in Completion of Contract

Penalty shall be imposed @  $\frac{1}{2}$ % (half percent) of contract price for each calendar week of delay of part thereof subject to maximum of @ 5% (five percent) of contract

amount. Charges towards penalty shall be counted after scheduled date of completion/issue of clear instruction to the contractor for commencement of works by the Sr. General Manager,O&M, Zone-1, Narendrapur /concerned Dy. General Manager, (O&M) Division.

#### 14. Validity.

Prices and conditions contained in the offer should be kept valid for a minimum period of 180 days from the date of opening of the tender, failing which the tender shall be rejected.

#### 15. Jurisdiction of the High Court of ODISHA.

Suits, if any, arising out of this contract shall be filed by either Party in a court of Law to which the jurisdiction of High court of ODISHA extends.

#### 16. Correspondences.

- i) Any notice to the Contractor under the terms of the contract shall be served by Registered/Speed Post or by hand at the Contractor's Principal Place of Business.
- ii) Any notice to the Purchaser shall be served at the Purchaser's Principal Office in the same manner.

#### Official Address of the Parties to the Contract

The address of the parties to the contract shall be specified:-

[i] **Purchaser**: Sr. General Manager (O&M), Zone-1, Narendrapur, Berhampur, Ganjam (Odisha)

Mobile No. 9438907572/9438907083

Email id:- sgm.onm1.npr@optcl.co.in

[ii] **Contractor**: Address

Telephone No.

Fax No.

#### 17. Outright Rejection of Tenders

Tenders shall be out rightly rejected if the followings are not complied with.

- [i] The tenderer shall submit the bid in electronic mode only and shall submit the cost of tender document in **DD only** and Tender processing fee on or before the date and time of opening of the bid.
- [ii] The Tender shall not be submitted telegraphically or by FAX.
- [iii] The Tenderer must submit the <u>Bid Security Declaration Form</u> (Annexure-V) for waival of EMD at the time of submission of the bid.
- [iv] The Tender shall be kept valid for a minimum period of 180 days from the date of opening of tender.
- [v] The schedule of prices should be filled up fully to indicate the break-up of the prices including taxes and duties. Incomplete submission of this schedule will make the tender liable for rejection.
- [vi] The Tenderer should quote 'FIRM' price only and the price should be kept valid for a minimum period of 180 days from the date of opening of the tender.

(vii) Confirmation to e-Reverse Auction Process [e-Reverse Auction Compliance Form to be submitted as per **Annexure-VI**]

#### 18. SAFETY PRACTICE:-

STRATEGY FOR E-REVERSE AUCTION

The Bidder must be followed the OPTCL safety Rule while performing the work. The workmen must be provided Safety Helmet, safety belt, safety shoe, etc by the contractor while performing the works .No deviation will be allowed and the consignee has got any power to stop the work at any time or the beach of safety practical.

## 19. e-Reverse Auction process shall be resorted to in the tender as follows.

ST	RATEGY FOR E-REVERSE AUCTION
1	Bidders are required to go through the guide lines given below and submit their acceptance to the same.
2	e-Reverse Auction (RA) will be conducted in e-tender portal of OPTCL on specified date and time, while bidders shall quote from their own offices/places of their choice. Internet connectivity shall be ensured by the respective agencies/bidders themselves.
3	Demonstration/ training (if not trained earlier) of bidder's nominated person(s), shall be done by KEONICS to explain all the rules related to e-Reverse Auction/ Business Rule document to be adopted.
4	The strategy to be used for reverse auction shall be "DYNAMIC TEMPLATE BIDDING"
Pro	ocedure for electronic Reverse Auctioning (e-RA):
5	a. The e-RA shall be conducted on <a href="www.tenderwizard.com/OPTCL">www.tenderwizard.com/OPTCL</a> only.  b. Bidder has to submit letter towards agreement to the Process related Terms & Conditions for e-Reverse Auction, as per (Reverse Auction Process Compliance Form at Annexure-IA). In non-receipt of the same, vendors will not be allowed to participate in e-RA.
	c. e-RA shall be carried out after opening of Price bids and completion of Price bid evaluation, which will be intimated only to the techno-commercially qualified bidders by OPTCL as per procedure given below.
	d. OPTCL reserves the right to conduct e-RA and it is obligatory on part of bidder(s) invited to participate in e-RA process once they have responded to the technocommercial bid.
6	Prior intimation/ Notice for RA invitation will be given to techno-commercially qualified bidders regarding the date & time of opening of the e-RA.
	The start bid price (SBP) for e-Reverse Auction of each bidder under a particular package shall be the L1 evaluated price for the subject package including Taxes & Duties for the total scope for subject Package. Taking the above discovered L1 price as

the upper limit e-RA will be conducted to determine the lowest possible price.

Reverse Auction will be conducted amongst first 50% of the technically qualified bidders arranged in order of prices from lowest to highest, as L1, L2,L3-------Ln, and L1 price will be discovered. Minimum of 3 bidders shall be eligible for e RA. (eg. If 4 bidders are financially evaluated then the L1, L2 and L3 bidders shall be eligible for e-RA). Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L1 to L4).

However, in case only two bidders are found to be responsive, e-RA would be carried out with both the parties without any elimination. However, OPTCL reserves the right to invite the evaluated L1 bidder for negotiation without conducting the e-RA.

In case of price submitted by any bidder is found to be abnormal, OPTCL reserves the right to reject the bid of the bidder(s).

Rank of bidders would be displayed as per the total cost to OPTCL, i.e including Taxes and Duties payable by OPTCL as per the provisions of the biding document & after e-RA process is over.

- Names of bidders/ vendors shall not be disclosed during the e-RA process. Names of bidders/ vendors shall be anonymously masked in the e-RA process.
  - (i) In case of RA, start/ reference price and step value of decrement shall be indicated to the bidders at the start of the auction. Any participating bidder can bid one or multiple step decrement lower than the prevailing lowest bid at that time. The Bidder shall be able to view Bid Start Price, Bid Decrement Value, Prevailing Lowest Bid value, last Bid Placed by him and time left for bidding.
  - (ii) The step value of decrement in a package to be offered by bidder (the minimum amount of reduction in the total bid price including all taxes & duties during auction), shall be kept at 0.15% of L1 bidder's final evaluated price (or) at approved amount as decided by OPTCL.
  - (iii) Bidders can only quote any value lower than their previous quoted price. However, at no stage, increase in Price will be permissible.
  - (iv) At any point during Reverse Auction, bidding Price field (Total price) shall remain enabled for the bidders. The total reverse auction period will be for one twenty (120) minutes. 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. Total/ maximum number of auto extension will be for 9 (nine) times after the 1st slot. After end of 120 minutes, the reverse auction process shall get closed automatically without any extension.
  - (v) However, bidders are advised not to wait till the last minute or last few seconds to

enter their bid during the period of e-reverse auction to avoid complication related with internet connectivity, network problem, system crash down, power failure etc.

After conclusion of e-Reverse Auction i.e (Closing Price in Reverse Auction will be taken as offered price by the L1 bidder), decrease in price of individual head of the template shall be considered proportionately on all individual line items of the respective head of the price schedule of the successful L1 bidder.

Any bid received at the tender wizard server end subsequent to closure of the e-RA shall be summarily rejected and shall not be considered as a valid bid under whatsoever circumstances. For this purpose, tender wizard server log shall prevail.

The bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other bidders.

During Reverse Auction, If no bid is received within the specified time, OPTCL, at its discretion, may decide to close the reverse auction process/ proceed with conventional mode of tendering [Evaluation of Part-II (price bid) submitted by bidders earlier].

9 Consequent upon completion of e-Reverse Auction, OPTCL's decision on award of contract shall be final and binding on the bidders.

OPTCL shall be at liberty to call the L1 bidder for further process/ negotiation and also at liberty to cancel the e-reverse auction process/ re-tender at any time, without assigning any reason thereof. OPTCL can decide to reschedule or cancel any reverse auction: the bidders shall be informed accordingly.

OPTCL/ Service Provider shall not have any liability to bidders for any interruption or delay in access to the e-Tender site/ Reverse Auction link irrespective of the cause.

#### SECTION-IV

#### [LIST OF ANNEXURES]

The following schedules and Performa are annexed to this specification and contained in Section-III as referred to in the relevant clauses.

1	Declaration form	ANNEXURE-I
2	Abstract of terms and conditions to accompany Section-II of Part-I	ANNEXURE-II
3	Composite Bank Guarantee form for security deposit, payment and performance	ANNEXURE-III
4	Bidders information	ANNEXURE-IV
5	Bid Security Declaration Form	ANNEXURE-V
6	Reverse Auction Process Compliance Form	ANNEXURE-VI

#### **ANNEXURE - I**

#### **DECLARATION FORM**

Tο

The Sr. General Manager, O&M, Zone-1, OPTCL, Narendrapur.

Sub: - Tender Specification No-

Sir,

- Having examined the above specification together with terms & conditions referred to therein \* I/We the undersigned hereby offer to take up PCC and Rematelling at 132/33 KV grid S/S, berhampur under EHT (O&M) Division, Berhampur in all respects as per the specification and General conditions, at the rates, entered in the attached contract schedule of prices in the Tender.
- 2. \* I / We hereby undertake to have completed the work within the time specified in the Tender.
- \* I / We hereby guarantee the technical particulars given in the Tender supported with necessary reports from concerned authorities.
- \* I/We certify to have submitted the bid electronically by remitting \*cash/money order /D.D./ remitting the cost of tender, herewith and this has been acknowledged by your letter/ money receipt No.

  Dated,
- 5. In the event of Tender, being decided in \*my/our favour, \* I/We agree to furnish the Composite B.G. in the manner, acceptable to ODISHA POWER TRANSMISSION CORPORATION LTD., and for the sum as applicable to \*me/us as per clause-11 of section-II of this specification within 15 days of issue of letter of intent/purchase order failing which \*I/We clearly understand that the said letter of Intent/Work order will be liable to be withdrawn by the purchaser, and we will be debar for participating in any Tender floated by SGM, O&M Zone-1, Narendrapur, OPTCL.

Signed this day of 2022

yours faithfully

Signature of the Tenderer With seal of the company

[This form should be dully filled in by the tenderer and uploaded at the time of submission of tender.]

\* (Strikeout whichever is not applicable).

# **ANNEXURE-II**

ABSTRACT OF GENERAL TERMS AND CONDITIONS OF CONTRACT [COMMERCIAL] TO ACCOMPANY PART-I

1(a)	Cost of Tender Document:	
	D.D No & Date.	
1(b)	Tender Processing Fee:	
	D.D No. & Date.	
2	Contractor's work experience including user's certificate	77 /37
	furnished	Yes/No
3	<b>Completion of work:</b> - Whether agreeable to OPTCL's	
	desired completion period as indicated.	Yes/No
4	<b>Guarantee: -</b> Whether agreeable to OPTCL's terms. [As per clause-9 of Section-II]	Yes/No
5	Whether agreeable to furnish Composite B.G. in case his tender be successful [As per clause-11 of Section-II]	Yes/No
6.	<b>Terms of payment:-</b> Whether agreeable to OPTCL's terms	Yes/No.
	[As per clause-12 of Section-II]	
7.	Nature of price:- FIRM	Yes/No
8.	<b>Penalty:-</b> Whether agreeable to OPTCL's terms (As per clause-13 of Section-II)	Yes/No
9.	Validity: - Whether agreeable to OPTCL's terms	Yes/No
	[As per clause-14 of Section-II	
10.	Whether declaration form duly filled in furnished.	Yes/No.
11	Whether scanned copy of EHT/HT License furnished.	Yes/No.
12	Whether scanned copy of PAN card furnished.	Yes/No.
13	Whether scanned copy of GST Regn. No. furnished.	Yes/No.
14	Whether scanned copy of Civil license furnished	Yes/No.

# **ANNEXURE-III**

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

	This	Guarantee Bond is	execute	d this			_day
of		2021 by us the				B	ank
at							
P.O		P.S		District			
State							
		1. WHEREAS	the OI	DISHA POW	VER TR	ANSMISS	ION
(	CORPORAT	ION LTD., a body co	orporate	constituted	under t	the Electri	icity
A	Act, 2003	[hereinafter called	"the C	PTCL" which	ch shal	1 include	its
S	successors	and assigns has	placed	orders No.		I	Date
_		[hereinafter o	called	"The	Agreen	nent"]	on
ľ	M/s			[Here	inafter	called "	The
(	Contractor"	'] which shall include	its suc	cessors & as	signs fo	r executio	n of
t	the work.						
	AND WHE	CRE AS the bidder ha	as agree	d to execute	the wo	ork for OP	TCL
in term	s of the sai	d agreement AND					
	WHEREAS	S the OPTCL has agre	eed [1] t	o exempt th	e bidder	from mal	king
paymer	nt of Secur	rity [2] to release 10	0% pay	ment of the	cost as	per the	said
agreem	ent and [3]	to exempt from per	formanc	e guarantee	on furn	nishing by	the
bidder	to OPTCL,	a Composite bank	Guarai	ntee of the	value o	f 3 % [Th	iree
percent	t] of the cor	ntract price of the sai	d agreer	nent.			
	NOW THE	REFORE, in conside	ration c	of the OPTCI	∠ having	gagreed [1	.] to
exempt	the bidd	er from making pa	ıyment	of Security	[2] rel	easing 10	00%
paymer	nt to the	bidder and [3] to	exemp	t from fur	nishing	performa	ınce
guaran	tee in te	erms of the said	l agree	ement as	aforesai	id, we,	the
			[Banl	k][hereinafte	r referre	ed to as	ʻthe
Bank']	do hereby	undertake to pay t	the C	OPTCL an a	mount 1	not exceed	ling
Rs		[Rupees		ag	ainst a	any loss	or
damage	e caused to	o or suffered by or	would	be caused t	o or su	iffered by	the
OPTCL	by reason	of any breach by the	ne said	Bidder [s] o	f any of	the term	s or
conditio	ons contair	ned, in the said agree	ment.				
2. V	We the	(			Bank)	do hei	reby

undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the OPTCL stating that the amount claimed is due by way of loss or damage caused to or suffered by the OPTCL by reason of any breach by the said Supplier [s] of any of the terms or conditions, contained in the said agreement or by reason of the bidder's failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.\_\_\_ Rupees We the\_\_\_\_\_\_ Bank} also undertake to pay to the OPTCL any money so demanded not withstanding any dispute or disputes raised by the Contractor [s] in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to do so enforceable till all the dues of the OPTCL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Sr.General Manager ,(O&M) Zone-1, Narendrapur certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor [s] and accordingly discharges this Guarantee.

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

We,(\_\_\_\_\_Bank) further agree that the OPTCL 5. shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor [s]

3.

and we shall not be relieved from our liability by reason of any such variations
or extension being granted to the said Contractor [s] or for any forbearance, act
or omission on the part of the OPTCL or any indulgence by the OPTCL to the
said Contractor [s] or by any such matter or thing whatsoever which under the
law relating to sureties would but these provisions have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the name,
style and constitution of the Bank and Contractor [s].
7. We,[Bank] lastly undertake not to revoke this
guarantee during its currency except with the previous consent of the OPTCL in
writing.
8. We the Bank further agree that this
guarantee shall also be invoked at our place of business at Berhampur (indicate
the name of the branch) in the state of ODISHA.
Not with standing anything contained herein.
1) Our liability under this bank guarantee shall not exceed Rs
).
2) The bank guarantee shall be valid up to dt
3) We are liable to pay the guaranteed amount or any part thereof under
this bank guarantee only & only if you serve upon us atbranch at
Berhampur a written claim or demand on or before dt
Dated Day of
For
[Indicate the name of Bank]
Witness ((Signature, names & address)
1.
2.

# ANNEXURE-IV

SL NO	The bidder shall furnish general information in the following format		
	NAME OF THE BIDDER		
1	Address:-		

# **BIDDER'S INFORMATION**

2	City	
3	Pin Code	
4	Contact person's Name :-	
5	Telephone No. office & Residence:-	
6	FAX No:-	
7	EMAIL:-	
8	Civil License	
8	Electrical License	
9	GOODS & SERVICE TAX REGISTRATION NO.	
10	PAN NO.	

# ANNEXURE - V

# **BID SECURITY / EMD DECLARATION FORM**

То	
	he Sr. General Manager (El.) XM Zone-I, Narendrapur, OPTCL
Sub:- To	ender Specification No
Sir,	

**Bid Security Declaration** 

\*I/We further declare that, we will not modify/withdraw the bid after opening of techno-commercial bid(i.e. part-I bid) during its validity period and in such an event we agree that SGM, O&M Zone-I, Narendrapur, OPTCL would be free to debar us from participating in the tenders floated by SGM, O&M Zone-I, Narendrapur, OPTCL for a period of three years.

Signed this

day of

2021

Yours faithfully

Signature of the Bidder with seal of the company

[This form should be dully filled up by the Bidder and uploaded at the time of submission of tender.]

#### ANNEXURE - VI

#### REVERSE AUCTION PROCESS COMPLIANCE FORM

To

The Sr. General Manager (El.)
O&M Zone-I, Narendrapur, OPTCL
Berhampur, Ganjam, Odisha

Sub:- Agreement to the Process related Terms & Conditions for e-Reverse Auction.

Ref: Tender Specification No-

Dear Sir,

Page 24 of 26

This letter is to confirm that:

- The under signed 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)

[To be submitted on Letter Head of the bidding firm / company with sign & stamp and along with Technical Bid]

## **SECTION-V**

#### PRICE BID

#### 1. PRICE:

- (i) Bidders are required to quote their price(s) as 'FIRM'.
- (ii) The prices quoted shall be unit price for work including supply of required materials as per the tender specification at the consignee's site/store inclusive of all taxes and duties but excluding Goods and Service Tax.

#### 2. PROPER FILLING UP OF THE PRICE SCHEDULE:

The tenderer should fill up the price schedule properly and in full in the bid sheets provided in .xls format and up-load the same without changing the file name. The tender may be rejected if the schedule of price is submitted in incomplete form.

3. The Bidder may fill the price bid for "PCC & Re-Metalling along"

with providing of water point at 132/33 KV Grid Sub-Station, Berhampur"