



ଓଡିଶା ବିଦ୍ୟୁତ୍ ଶକ୍ତି ସଂଚାରଣ ନିଗମ ଲି.ଃ.
ODISHA POWER TRANSMISSION CORPORATION LIMITED
(A Government of Odisha Undertaking)
CIVIL WORKS CIRCLE, BHUBANESWAR
PO: Bhoinagar, Dist:Khordha-751022
Telephone: (0674)2540917 E-mail: cvl.cle.bbs@optcl.co.in

NO.-SE-CWC-WK- /

Date:24/09/2024

E-TENDER NOTICE NO- 02 /24-25

INVITATION OF BIDS FOR HVAC Works for MS building, Berhampur

1. On behalf of OPTCL, Superintending Engineer (Civil) , Civil Works Circle, OPTCL, BBSR ,invites bids from interested OEM / OEM channel partners/ OEM authorised dealers only for providing HVAC works in two parts i.e. Technical bid and Price Bid. The plan of MS Building at Berhampur along with detailed specification of has been enclosed for reference.

2. Interested bidders satisfying the pre-qualification criteria may apply online with all the necessary documents in www.tenderodisha.gov.in .

3. The tender documents can be viewed from the official website of OPTCL along with www.tenderodisha.gov.in from the date **27.09.2024 / 11.00** am to **15.10.2024/ 5.00 PM**. The hard copy of techno-financial bid comprising of papercost, EMD and Affidavit for the above mentioned work should reach Superintending Engineer(Civil) , Civil Works Circle, OPTCL, BBSR latest by on or before **15.10.2024** up to **5.30 P.M.** by Person / Registered Post / Speed Post only. The Techno-Commercial bid should consist of documents as required in the bid document. Corrigendum if any shall be published in the website(www.optcl.co.in)only. Date of Opening of the bid is **17.10.2024** at **11.00 A.M.**

Sl.	Name of the works	EMD	Cost of document + GST(18%)	Period of completion in calendar months	Availability of bids online for bidders.
1	2	5	6	7	8
1	<i>PROCUREMENT AND INSTALLATION OF AC FOR MS BUILDING AT BERHAMPUR</i>	Rs.1,00,000/-	Rs.12,000 + 18%	2 (Two) calendar Months	From 11.00 Hrs of 27.09.2024 to 17.00 Hrs of 15.10.2024

4. Other details can be seen in instruction to bidders. E-Reverse Auction shall be held on www.tenderwizard.com/OPTCL amongst the technically qualified bidders who will be invited as per the terms laid in DTCN.

5. The authority reserves the right to cancel any or all bids without assigning any reason and also not bound to accept lowest tender. Tenders in which any of the

prescribed conditions are not fulfilled or found incomplete in any respect are liable to rejection. For details please visit our website," www.optcl.co.in "

-sd-

**SUPERINTENDING ENGINEER (CIVIL),
CIVIL WORKS CIRCLE,BBSR**



ଓଡିଶା ବିଦ୍ୟୁତ୍ ଶକ୍ତି ସଂଚାରଣ ନିଗମ ଲି.ଠ.
ODISHA POWER TRANSMISSION CORPORATION LIMITED
(A Government of Odisha Undertaking)
CIVIL WORKS CIRCLE, BHUBANESWAR
PO: Bhoinagar, Dist:Khordha-751022
Telephone: (0674)2540917 E-mail: cvl.cle.bbs@optcl.co.in

E-Tender NOTICE NO 02/2024-25

TENDER SPECIFICATION

FOR

PROCUREMENT AND INSTALLATION OF AC FOR MS
BUILDING AT BERHAMPUR

Name of the Firms / OEM

.....
.....

Corresponding Address with Contact No. & E-mail Id.....

.....
.....

BID DOCUMENT DETAILS

For and on behalf of Odisha Power Transmission Corporation Limited, Superintending Engineer, Civil Works Circle, OPTCL, Bhubaneswar invites bids from renowned & experienced OEM/ OEM channel partner firms for carrying out "**PROCUREMENT AND INSTALLATION OF AC FOR MS BUILDING AT BERHAMPUR,**".

1. PROJECT BRIEF :

The MS Building Berhampur is being constructed at Bidyutpuri Colony in Berhampur.

It comprises of a G+3 building with a plinth area of about 550 sqm . This office space is proposed to accommodate the office of Executive Director (South Zone) and various departments of OPTCL. The floor Plans of the building along with the tentative AC plan have been annexed.

2. PRESENT STATUS OF MS BUILDING AT BERHAMPUR:

The exterior work for the building is completed and also, the interior work is also completed. The office shall be functional after the necessary AC installation works is completed. The office is expected to function at the earliest tentatively around December 2024.

3. QUALIFICATION CRITERIA :

3.1 If the Bidder is OEM:

a. The OEM must be from the following list

- **HITACHI**
- **MITSUBISHI (MHI)**
- **O-GENERAL**
- **DAIKIN**
- **LG**
- **Bluestar**
- **Voltas**

b. The OEM must have authorised operational service centre in Odisha serving Berhampur since last 3 years.

3.2 If the Bidder is channel partner of OEM:

a. In case the bidder is an channel partner of OEM, the firm must be having 3 (three) continuous years of dealership. The OEM must satisfy all the criteria of Clause 3.1 and all related documents needs to be submitted.

b. The bidder must have presence of 3 (three) continuous years as on

30.08.2024 in the field of supply and installation of AC.

- c. The bidder must have authorised operational service centre in Odisha serving Berhampur since last 3 years.
- d. The firm should have organizational structure comprising of qualified technicians having sufficient knowledge and expertise in the field of HVAC, engineers, specialists, other technical officers and staff to execute the above work.
- e. The bidder must submit an undertaking to attain any technical/mechanical issues arises in the equipment and instrument within 48hrs from time of registration of complaint. The bidder shall provide details of service engineers to attain & resolve the issues.

4. TECHNICAL EVALUATION :

For technical evaluation of the bids, the participants are required to submit the self attested copies of the following (as per the documents applicable to them) ,

- 4.1 Credentials of the firm and all other documents specified in qualification criteria.
The channel partner needs to provide all documents requisite for OEM .
- 4.2 Turnover for the last 3 years ending March 2024 with valid UDIN. (Duly certified by a chartered accountant.)
- 4.3 Copy of PAN & GSTIN alongwith IT return of last 3 years ending March 2024 and updated GST return.
- 4.4 Copy of EPF & ESI registration certificate and copies of updated Challan for the month of **August 2024.**
- 4.5 In case the bidder is a channel partner, the firm must submit proof of continuous dealership as specified in the qualification criteria.
- 4.6 Proof of authorised functional service centre serving Berhampur in Odisha for last 3 continuous years.
- 4.7 Submission of an affidavit certifying the genuineness of the documents submitted is mandatory.
- 4.8 Participants should not be blacklisted by any central/any state Govt. /PSU or any govt. institution in India for last 03 years and a declaration of the same should be in the affidavit.

OPTCL will make the preliminary scrutiny of all the applications / Bids based on qualifying / eligibility criteria. Bidders not meeting any of the qualifying eligibility criteria and other essential conditions mentioned in the tender documents will be out

rightly rejected. After scrutinizing of all applications, eligibility criteria, & other relevant documents, OPTCL will shortlist the bidders who meet the eligibility criteria stipulated in the tender.

In case of bids submitted by OEM & its respective channel partner, the bid of only OEM shall be considered.

In case bids of more than one channel partner submitting their bids for the same OEM, both of their bids shall be summarily rejected.

The submitted documents of shortlisted firms may be verified with the original by office of the SE (Civil), OPTCL, BBSR on the date and to be intimated in due course.

IMPORTANT NOTE: Only 1(one) valid bid shall be allowed for a particular OEM. The bid can be placed from either the channel partner/ authorised dealer/ the OEM itself. In case of a bidder being a channel partner/ dealer, original letter of bid specific authorisation from OEM for participation in the bid shall be required.

5. SCOPE OF WORK :

The scope of the work broadly includes the followings:

- 5.1 Supply and installation of HVAC works as directed by the authorities of OPTCL.
- 5.2 Co-ordinating with existing interior and **making good all damages to false ceiling works** caused during installation.
- 5.3 Providing minimum 5 years manufacturing warranty on compressor and onsite repairs for defects.
- 5.4 Random testing and sample verification as per the discretion of OPTCL authorities.

6. SUBMISSION OF BID

- 6.1 The Bid documents will be available in the <http://tendersodisha.gov.in> from **11.00 Hours of 27.09.2024 to 15.10.2024 up to 17.00 Hours.**
- 6.2 The Bidder must possess Compatible Digital Signature Certificate (DSC) of Class-II or Class-III.
- 6.3 Bids shall be received only "online" on or before **17.00 Hours of 15.10.2024.**
- 6.4 The Cover-I (Techno-Commercial Document) of the Bids received "on line" shall be opened at **11.00 Hours on 17.10.2024** in the office of the Superintending Engineer (civil), Civil Works Circle, OPTCL, Bhoinagar, Bhubaneswar, in the

presence of bidders who wish to attend bidders who participated in the bid can witness the opening of bids after logging on to the site through their DSC. If the office happens to be closed on the date of opening of Bids as specified, the bids will be opened on the next working day. The date of opening of CoverII (BOQ) will be communicated in due course of time to the qualified bidders of Cover-I.

- 6.5 Any clarifications / correspondences regarding the specification and criteria should be presented in the pre bid meeting to be organised on **05/10/2024 at 11:00 am in the Office of SE, Civil Works Circle, Bhubaneswar.**
- 6.6 The packet super scribing the name of the work and containing cost of bid document, EMD in shape of as detailed in DTCN in Shape of Bank Guarantee/ NSC/ KVP/ Term Deposit Receipt pledged in favor of EE,CWD-I, OPTCL, BBSR & **Affidavit in original and other documents may be submitted** in the office of the undersigned **on or before 17.30 Hours on dated 15.10.2024** during office hours on working days failing which the bid will be rejected.
- 6.7 The cost of bid documents in shape of demand draft drawn in favor of Superintending Engineer, Civil Works Circle, OPTCL, Bhubaneswar on any Scheduled Bank, payable at Bhubaneswar separately towards cost of each tender. The purchaser of the demand draft has to be the bidder himself or his authorized representative. In case of authorized representative, the bid must be accompanied by an affidavit/undertaking of authorization. However, a bidder cannot be an authorized representative of another bidder which is liable for outright rejection of the bid.
- 6.8 The bidder shall bid item-wise in the BOQ.
- 6.9 The selected bidder has to submit an Initial Security Deposit (ISD) of 1% of estimated cost in shape of NSC/KVP/TDR /BG(Annexure1) of any nationalised Bank drawn and duly pledged in favor of agreement drawing officer valid till the end of the project before drawl of agreement.
- 6.10 Conditional offers from bidders will not be entertained.
- 6.11 E-Reverse Auction shall be held on www.tenderwizard.com/OPTCL amongst the technically qualified bidders who will be invited as per the terms laid in DTCN.
- 6.12 For a particular work a bidder can submit only one set of tender paper. Submission of more than one set of tender paper by a bidder for a particular work will be liable for rejection of all such tender paper of the concerned bidder.
- 6.13 Corrigendum if any shall be published in the OPTCL website only, ie., www.optcl.co.in.

7. INSTRUCTION TO THE BIDDER

- 7.1 The officer inviting the bid will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated price discovered after e-Reverse auction.
- 7.2 On acceptance of the tender, the agency shall name in writing his accredited representative(s) who would be responsible for taking instructions from the Engineer-in-Charge.
- 7.3 Competent Authority on behalf of Odisha Power Transmission Corporation Limited reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
- 7.4 Bids shall remain valid for a period not less than **120 days** or the period mentioned in the Contract Data, after the deadline date for submission of bid as specified in the notice inviting the Bid. A Bid valid for a shorter period shall be rejected by the Engineer-in-charge as non-responsive.
- 7.5 In exceptional circumstances, prior to expiry of the original time limit, the Officer inviting the Bid may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable or by e-mail. A bidder may refuse the request without any risk of forfeiture of his bid security.
- 7.6 A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for the period of the extension.
- 7.7 Corporation does not bind itself to accept the lowest tender.
- 7.8 It will be obligatory on the part of the tenderer to sign the tender documents for all the components & parts. After the work is awarded he will have to enter into an agreement with Executive Engineer (Civil), Civil Works Division-I, OPTCL, Bhubaneswar for the awarded work within 7 days of receipt of acceptance of the tender.
- 7.9 In case the 1st lowest Bidder or even the next lowest Bidder withdraw in series one by one, thereby facilitating a particular Bidder for award, then they shall be penalised with adequate disincentives with suspension for a time period of 3 years. Appropriate action for blacklisting the bidder shall also be taken apart from disincentivising the bidder by forfeiture of EMD/ISD.

- 7.10 The bidding process shall be deemed to be complete till the date of issue of letter of acceptance. If the bidder fails to sign the agreement within the stipulated period mentioned, his bid security shall stand forfeited.
- 7.11 To assist in the examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask any bidder for clarification of his rates including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable or by e-mail, but no change in the bid price or substance of the bid shall be sought, offered.
- 7.12 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the officer inviting the bid, processing of bids or award decisions may result in the rejection of his bid.
- 7.13 In the E-Procurement Portal, it is allowed to modify the bid number of times after necessary modification, before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam. If the bidder fails to submit his modified bids within the designated time of receipt, the bid already in the system shall be taken for evaluation.
- 7.14 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

8. PAYMENT TERMS

- 8.1 60% of payment shall be released against supply of individual item.
- 8.2 30% of the payment shall be released post installation and commissioning of individual item.
- 8.3 5% of the payment along with EMD & ISD shall be released after 1 year post completion of the project.
- 8.4 The remaining 5% of the payment shall be released after 3 year post completion of the project.
- 8.5 The part 8.3 & 8.4 can be released against Bank Guarantee of suitable amount

and validity post completion of work.

9.OPENING AND EVALUATION

- 9.1 Bid opening dates are specified during tender creation or can be extended vide corrigendum. These dates are made visible to the Bidders in the IFB as well as in the tender document. Bid opening can be done by the authorized users which are defined during the tender publication / approval stage. The bids are encrypted using their public keys and can be decrypted only on or after the Bid Opening due date. The bid openers private key will be required to open the bids and all the openers have to log on to the portal during that time.
- 9.2 The bidders who participated in the on line bidding can witness opening of the bid from any system logging on to the portal with the DSC away from opening place. Bidders are not required to be present during the bid opening at the opening location.
- 9.3 Each activity is date and time stamped with user details. For time stamping, server time is taken as the reference.
- 9.4 In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid/Engineer-in-Charge, the bids will be opened at the appointed time on the next working day.
- 9.5 In case bids are invited for more than one package, the order for opening of the "Bid" shall be that in which they appear in the "Invitation for Bid".
- 9.6 During bid opening, the covers containing original demand draft towards Cost of bid in the form specified in the Invitation for Bid, received after last date of receipt of bid and before opening of the bids shall be opened and declared. The original copy of the Bid Security in the form, amount and period of validity in conformity with DTCN. The list of bidders who have submitted the original copy of the cost of Bid and Bid Security shall be prepared and announced.
- 9.7 Combined bid security for more than one work is not acceptable. If the bid security furnished does not conform to the amount and validity period as specified and has not been furnished in the form specified in DTCN, the bid will be declared non-responsive and rejected.
 - a. The Bid openers; who have been pre-defined shall log on to the portal with their respective DSC. Unless all the Officers who have been declared as Opening officers, log on the portal with their DSC the Tender can not be opened.

- b. The Opening Officers will systematically check the scanned demand draft towards cost of the bid document and the scanned document of Bid security with that of the original submitted. If found in order, they will continue opening of all other documents in the system provided under Technical Bid.
- c. Subject to confirmation of the bid security by the issuing institutions, the bids accompanied with appropriate bid cost and valid bid security will be taken up for evaluation with respect to the qualification Information and other information as furnished in Techno-commercial bid.
- d. After receipt of confirmation of the bid security, the bidder will be asked in writing (usually within 10 days of opening of the Technical Bid) to clarify or modify his technical bid, if necessary, with respect to any rectifiable defects. But on account of such modification, there should not be any change in "Financial Bid".
- e. The bidders will respond in not more than 3 days of issue of the clarification letter, which will also indicate the date, time and venue of opening of the Financial Bid (usually on the 21st day of opening of the Technical bid)
- f. Immediately (usually within 3 or 4 days), on receipt of these clarifications, the Evaluating Officers; predefined in the system for the bid, will finalize the list of responsive bidders. They will log on to the site with their DSC and record their comments on the Technical evaluation page in the system. The Officer Inviting the Bid if also the accepting authority shall log on to the system with his digital signature and check the technical evaluation. He can either accept or pass on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and the letter shall also intimate him the date & time of opening of financial bid. The system shall also inform the non-responsive bidders in their e-mail ID that their bid has been found non-responsive.

9.8 The Technical evaluation of all the bids will be taken up as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the

bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per codal provision in OPWD code shall be taken against the bidder/contractor.

9.9 After technical evaluation of the bidders and selection of the qualified bidders, the financial bids of the technically qualified bidders shall be opened on the due date of opening. Members of the bid opening committee log on to the system in sequence and open the financial bids for the technically qualified bidders. The opening of financial bid by the opening officer using their DSC shall decrypt the financial bids.

9.10 Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information asked for in the bid .

- a. The Officer inviting Bid shall ensure that all the Bidders are individually intimated about the date, time & venue of opening of the financial bid along with the responsiveness of the Technical Bid.
- b. The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorised representative who wish to be present.
- c. At the time of opening of "Financial Bid", the names of the bidders whose bids were found responsive in accordance with Sub-Clause 9.9 will be announced. The bids of only those bidders will be opened. The remaining bids will be rejected.
- d. The responsive bidders' names, the bid prices, the item wise rates the total amount of each item, any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, may be announced by him or his authorized representatives at the opening.
- e. The financial bid of the bidders shall be opened one by one by the designated officer. The system shall auto-generate the Comparative Statement.
- f. The Bidder can witness the principal activities and view the documents /summary reports for that particular work by logging on to the portal with his DSC from any where.

9.11 **E-Reverse Auction:** The e-reverse auction will be organised post opening of the financial bid.

The invited bidder shall participate in E-Reverse Auction of the bid in Electronic Mode only i.e www.tenderwizard.com/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.

For the users it is mandatory to procure the Digital Signatures.

Contractors / Vendors / Bidders are requested to follow the below steps for Registration:

- i. Click "Register", fill the online registration form.
- ii. Pay the amount of Rs. 2360/- online in Favour of KSEDC Ltd.. This registration is valid for one year.
- iii. Send the acknowledgment copy for verification.
- iv. As soon as the verification is being done the e-tender user id will be enabled.

STRATEGY FOR E-REVERSE AUCTION	
1	Bidders are required to go through the guide lines given below and submit their acceptance to the same.
2	e-Reverse Auction (RA) will be conducted in e-tender portal of OPTCL on specified date and time, while bidders shall quote from their own offices/places of their choice. Internet connectivity shall be ensured by the respective agencies/bidders themselves.
3	Demonstration/ training (if not trained earlier) of bidder's nominated person(s), shall be done by KEONICS to explain all the rules related to e-Reverse Auction/ Business Rule document to be adopted.
4	The strategy to be used for reverse auction shall be "DYNAMIC TEMPLATE BIDDING"
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-IA). In non-receipt of the same, vendors will not be allowed to participate in e-RA.</p> <p>c. e-RA shall be carried out after opening of Price bids and completion of Price bid evaluation, which will be intimated only to the techno-commercially qualified bidders by OPTCL as per procedure given below.</p> <p>d. OPTCL reserves the right to conduct e-RA and it is obligatory on part of bidder(s) invited to participate in e-RA process once they have responded to the techno-commercial bid.</p>
6	<p>Prior intimation/ Notice for RA invitation will be given to techno-commercially qualified bidders regarding the date & 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 0.10% of L1 bidder's final evaluated price (or) at approved amount as decided by OPTCL limited</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 shall remain enabled for the bidders. The reverse auction period shall be unlimited and the initial auction period (1st slot) will be of sixty (60) minutes with provision of auto extension by (10) ten minutes from the schedule/ extended closing time. If any fresh lower bid is received in last ten minutes of initial auction period or extended auction period, the auction shall get extended automatically for another 10 minutes. In case, there is no bid received during schedule/extended slot, the auction shall get closed automatically without further extension</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>

11.OTHER DETAILS:

- **Arbitration**: Dispute Resolution: Any dispute arising out of the agreement shall be settled as per the arbitration act and rules framed there under.
- **Jurisdiction of Court**: Suits and/ or legal proceedings if any arising, out of the contract shall be filed by either party in a court of law within the jurisdiction of Hon'ble High Court of Odisha.
- **Clarifications**: Any verbal clarifications or information given by OPTCL or its employee or its representatives shall not be binding on the management. Any clarifications / correspondences should be presented in the pre bid meeting to be organised on **05/10/2024 at 11:00 am in the Office of SE, Civil Works Circle, Bhubaneswar**.
- Dy. Manager (EI) EM Cell, OPTCL, Bhubaneswar in coordination with Sr.GM(Elec),O/O ED South Zone, OPTCL shall be the verifying officer for the above said work.
- The competent authority on behalf of the Odisha Power Transmission Corporation Limited does not bind him to accept the lowest or any other tender and reserves to him the authority to reject any or all the tenders received without assigning any reason.
- All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
- Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- If any bonafide mistake or omission in the wording, description of item, unit, quantity and any clause in TCN / Tender schedule / Tender paper document is left unnoticed & inadvertently & the same is detected after sale of the bid document, then the Tender inviting authority i.e. the Superintending Engineer, Civil Works Circle, OPTCL, Bhubaneswar reserves every right to correct that and all purchasers will abide by that correction.

While bids are under consideration, Firms/Bidders and their representatives or other interested parties should refrain from contacting any OPTCL personnel or representatives consultants on matters relating to their bids under study.

-sd-

**SUPERINTENDING ENGINEER (CIVIL),
CIVIL WORKS CIRCLE,BBSR**

PROFILE OF THE FIRM

PROFORMA- 1

I	Name of Firm		
	Address		
3	Name of the contact person and contact number (Mobile & Landline)		
4	Email & website if any		
5	Constitution of the firm & OEM dealership.		
6	Year of establishment		
7	No. of technical person employed (Details are given in enclosed proforma- II)		
8	Name of other person employed (Details are given in enclosed proforma- III)		
9	Location of Service Centre.		
10	Banker's name		
11	Income Tax, PAN		
12	GSTIN		
13	Annual turnover during		
		2021-22	
		2022-23	
		2023-24	

Place:

Date:

Signature of the Authorized signatory

Technical Personnel Employed
PROFORMA – II

Sl. No.	Name	Designation	Qualification	Nature of Experience	Year with this firm
1					
2					
3					
4					

Place:

Date:

Signature of the Authorized signatory

Other Personnel Employed
PROFORMA – III

Sl. No.	Name	No	Year with this firm	Remarks, if any
1				
2				
3				
4				

Place:

Date:

Signature of the Authorized signatory

Supply experience on HVAC work of office building completed during last 3 years
PROFORMA –IV

Sl. No.	Name of the organization	Name of the Project/work	Cost of the project	Period of the contract	Supporting enclosure reference
1					
2					
3					
4					

Place:

Date:

Signature of the Authorized signatory

List of other major similar works in hand
PROFORMA –V

Sl. No.	Name of the organization	Name of the Project/work	Cost of the project	Period of the contract	Supporting enclosure reference	Remarks
1						
2						
3						
4						

Place:

Date:

Signature of the Authorized signatory

PROFORMA – VII

AFFIDAVIT

(To be sworn before the Notary Public)

I/We, _____ (Name of the bidder) a company incorporated under the provisions of the Indian Companies Act / Proprietorship Firm registered under Indian Partnership Act./ Sole Proprietor having its Registered office / Corporate Office / at _____ and represented through Sh _____ duly authorized person (_____ Designation) hereby solemnly declare & affirm as under :-

1. That we, _____ (Name of the bidder) have not been blacklisted / debarred / disqualified by any Govt. of India or any of its agencies, any State Govt. of the country or any of its agencies, State or Central PSUs etc. from the date of its inception till date

DEPONENT

Place:

Date:

VERIFICATION

I/We, _____ (Name of the bidder), the above named deponent, do hereby verify that the contents of Paragraph-1 of this affidavit is true to my personal knowledge and nothing has been concealed and no part of it is false.

Verified at _____ this _____ day of _____.

DEPONENT

SCHEDULE – A

CERTIFICATE OF NO RELATIONSHIP

I/We hereby certify that I/We* am/are* **related/not related*** to any officer of P.W.D/OPTCL of the rank of Assistant Engineer/Assistant Manager & above and any officer of the rank of Assistant / Under Secretary and above of the Works Department, Govt. of Odisha I/We* am/are* aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with forfeiture of E.M.D and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation.

I/We also note that, non-submission of this certificate will render my / our tender liable for rejection.

(*) - Strike out which is not applicable

Signature of the Bidder
Date:-

REVERSE AUCTION PROCESS COMPLIANCE FORM

To

**The Superintending Engineer (Civil)
Civil Works Circle, OPTCL
Bhubaneswar, Odisha**

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

Ref: Tender Specification No-

Dear Sir,

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]**

ANNEXURE –I

PROFORMA OF BANK GUARANTEE FOR BID SECURITY (ISD)

(To be Stamped in accordance with Stamp Act and the Non-Judicial Stamp Paper of appropriate value should be in the name of 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 invited Tender vide e-NIT No..... Dated..... for the purpose of work under Package(s) No...../ purchase of ----- .

1. Now, therefore, in accordance with Notice Inviting Tender (e-NIT) No..... Dated of OPTCL, Ms/Shri.....Address..... Wish / wishes to participate in the said tender and as a Bank Guarantee for the sum of Rs..... [Rupees in **words**-----] valid for a period ofdays is required to be submitted by the bidder, as per Tender Specification, we the _____) [indicate the name, Address & Code of the bank] [hereinafter referred to as “Bank”] at the request of Ms/Shri..... [hereinafter referred to as “Bidder”] do hereby unequivocally and unconditionally guarantee and undertake to pay during the above said period on written request by the <Tender Issuing Authority, SUPERINTENDING ENGINEER, CIVIL WORKS CIRCLE, ODISHA POWER TRANSMISSION CORPORATION Ltd. , Bhubaneswar an amount not exceeding Rs..... to OPTCL., without any reservation. The guarantee would remain valid up to [Date] and if any further extension to this is required, the same will be extended on receiving instruction from ----- on whose behalf this Bank Guarantee has been issued.
2. We, the _____ [indicate the name of the Bank, Address, Code] do hereby further 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 undertake to pay to OPTCL any money so demanded notwithstanding any dispute or disputes so raised by the bidder 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 thereunder and the bidder 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 [in words].....

(as per Tender Specification) and it shall continue to be so enforceable till all the dues of OPTCL under or by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till OPTCL certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said bidder 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 _____ we shall be discharged from all liability under this guarantee thereafter.

5. We the _____ Bank further agree with OPTCL 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 of performance by the said Bidder 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 Bidder 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 granted to the Bidder or for any forbearance, act or omission on the part of OPTCL or any indulgence by OPTCL to the said Bidder 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 and constitution of the Bank and/or of the Bidder.

7 We _____ [indicate the name of 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 invocable at our place of business at ----- Branch of **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 No.

Date.....
Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

(1)
Signature
Full name

(2)
Signature
Full name

N.B.:

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

CHECK LIST TO BE FILLED UP BY THE BIDDER

Sl. No	Particulars	Reference to Clause no.	Whether furnished		Reference to Page no.
			Yes	No	
01.	Cost of tender paper (Rs.12000 + 18% GST)	D.T.C.N Clause			
02.	EMD as per DTCN.	D.T.C.N Clause			
03.	Scanned copy of valid Registration Certificate/ Factory License/ Incorporation Certificate	D.T.C.N Clause			
04.	Scanned copy of valid GSTIN	D.T.C.N Clause			
05.	Scanned copy of PAN Card	D.T.C.N Clause			
06	Scanned copy of turn over specially for last Three Years (duly certified by a Chartered Accountant : 2021-22 to 2023-24 financial year with UDIN)	D.T.C.N Clause			
07	Details of Service centre in Odisha	D.T.C.N Clause			
08	No Relationship Certificate in Schedule - A	D.T.C.N Clause			
09 (A)	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the bidder	D.T.C.N Clause			
(B)	Affidavit	D.T.C.N Clause			
10	EPF and ESI certificate with last 01 month updated challan (Mandatory document in order to be qualified)	D.T.C.N Clause			
11	Duly signed on company letter head, E-Reverse Auction Compliance Form.	D.T.C.N Clause			