



**ODISHA POWER TRANSMISSION CORPORATION LIMITED  
OFFICE OF THE Sr. G.M. (CPC), OPTCL, BHUBANESWAR**

**e-Tender Notice No:** CPC-43/2024-25

**Tender specification No:** Sr. G.M-CPC-e-tender-Survey & Forest Clearance-400KV Indravati  
PSP-Therubali-43/2024-25

**INVITATION FOR BID**

FOR CARRYING OUT “SURVEY AND FOREST CLEARANCE WORK OF 400KV D/C LINE CONNECTIVITY BETWEEN INDRAVATI TO THERUBALI FOR DEVELOPMENT OF GREEN ENERGY EVACUATION TRANSMISSION CORRIDOR FOR EVACUATION OF RE POWER (APPROX. LINE LENGTH= 100KM)”

**ODISHA POWER TRANSMISSION CORPORATION LTD.  
REGD. OFFICE: JANPATH, BHUBANESWAR – 751022,**

**e-Tender No. CPC-43/ 2024-25**

For and on behalf of Odisha Power Transmission Corporation Ltd (OPTCL), the Sr.G.M. [C.P.C.] invites tenders for carrying out “Survey and forest clearance work of 400kV D/C line connectivity between Indravati to Therubali for development of Green Energy Evacuation Transmission corridor for evacuation of RE power (Approx. Line Length= 100km)”, as per tender specification. Interested bidders may visit OPTCL’s official web site, [www.tenderwizard.com/ OPTCL](http://www.tenderwizard.com/OPTCL) for detail specification /bidding document available w.e.f dated **04.04.2025, 11.00Hrs.**

Senior General Manager (CPC)

## TENDER TIME LINE

Sl No	Description	Schedule/Remarks
1	e-tender Notice No	CPC-43/ 2024-25
2	Bid Documents No	Sr. G.M-CPC-e-tender-Survey & Forest Clearance-400KV Indravati PSP-Therubali-43/2024-25
3	Description of work	Survey and forest clearance work of 400kV D/C line connectivity between Indravati to Therubali for development of Green Energy Evacuation Transmission corridor for evacuation of RE power (Approx. Line Length= 100km)
5	Cost of Tender documents (IN INR)	<b>₹ 14,160.00</b> [12,000+ GST @18%] (Rupees Fourteen thousand one hundred sixty) Only (to be paid 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)
6	Estimated Cost of the package/ Works.	<b>₹ 3,20,06,262.00</b> including GST @18%.
7	EMD/ Bid security	<b>₹ 3,20,063.00</b> (Drawn in shape of D.D in favor of DDO, Hqrs. , OPTCL,BBSR) or in the shape of BG)
8	Tender processing fee	<b>₹ 5900.00 (5,000+ GST @18%)</b>
9	Work Completion Period	<b>06 Month</b>
	Free view of tender document	On or after <11.00 AM> dated 04.04.2025,
10	Pre-Bid Meeting	On <11.30 AM> dated 11.04.2025, at Conference Hall, 4 <sup>th</sup> Floor, Tech Tower, Janpath, BBSR.
11	Issue of bid document	From <11.01 AM> dated 04.04.2025, Up to <12.46 PM > dated 24.04.2025,
12	Last date and time for receipt of bid.	Up to <01.00 PM> dated 24.04.2025,
13	Opening of Techno commercial bid (Part-I)	On or after <11.00 AM> dated 25.04.2025,
14	Opening of Price bid (Part-II bid)	To be intimated after completion of techno commercial evaluation.

## **(SECTION-I)**

### **GENERAL CONDITIONS & INSTRUCTIONS TO THE BIDDERS**

**SCOPE:** The technical specifications cover detailed survey including route alignment, profiling, and tower spotting. **The scope of work inter-alia shall include the following-**

1) **Route alignment** using satellite imageries of NRSA, Google images and Survey of India maps, inter-alia including:

- i. Identification of **three alternative** route alignments & selection of optimized route alignment in consultation with the owner. This shall be done using low resolution satellite imageries of NRSA, Google images and Survey of India maps. The output shall be in the form of digitized route alignment drawing with latest topographical and other details/features up to 8 kms on either sides of selected route alignment (both in hard and soft copies).
- ii. Digital terrain modelling along the selected route using contour data from topographical maps.
- iii. Associated field work.

2) **Detailed survey** for construction of 400kV DC Line along the approved route alignment by using Total station including profiling, tower spotting, drawing the route profile including Geographical features like Nalas, Rivers, Gardens, P&T Lines, Railways crossing etc. and submission of draft report for approval.

The detailed survey should provide the following deliverables:

Detailed Survey Report:

1. Single Line Diagram (SLD)
2. Tower Schedule
3. Profile of Line
4. Line schedule
5. KML File of the corridor of line

The KML file should indicate the following details:

Corridor of the transmission line, suspension tower, tension towers, gantries, Power Line crossings (LT, HT & EHT), Pipeline crossings, NH & Railway crossings, Inland waterways crossings, forest area, Nalas, Rivers and other salient geographical features.

#### **Deliverables:**

1. Soft copies of all the documents in 3 Nos. of 32 GB Pen drives (Division/Circle /Zone)
2. Three hard copies of approved reports to be submitted.
3. Pillar posting at the angle points and intersection points of centre line with roads, railways and other public infrastructure and pillar posting on the route at suitable places as decided by Engineer in Charge. (3 ft. long pillars to be posted with pillar number inscribed on them) (Avg. number of pillar = number of angle points + 1 pillar par KM for intersection points)

3) **Forest Clearance of Transmission line.**

#### **A] Determination of forest diversion area in the corridor:**

- i. Joint Visit with OPTCL official on the entire route and collection of coordinates of angle points, Preparation of KML file of line and Corridor and verification by OPTCL official (SDO).
- ii. Preparation of Land Schedule (Hal & Sabik) record as required for FDP preparation including the name of the owner
- iii. Identification of forest area in the entire corridor (from Hal-Sabik revenue records, DLC Report and RF, PRF, DPF etc.)
- iv. Preparation of Cadastral sheet and showing of the corridor of the line on all villages (including non-forest villages)
- v. Authentication of land schedule from revenue and forest officials as required for FDP.

## **B] Forest Diversion Proposal (Stage I & Stage II clearance)**

- i. Getting permission for survey from respective authorities and DGPS Survey of line along with obtaining base points from ORSAC and transfer of base, preparation of maps, Vetting of DGPS Maps by ORSAC and authentication by Forest & Revenue authorities, Preparation of Forest Diversion proposal, preparation of maps and documents related to three alternate routes, collection of documents related to preparation of FDP, Identification of CA Land ( Compensatory afforestation ), obtaining suitability certificate, allotment of CA land, DGPS Survey of CA Land, ORSAC Vetting and subsequent authentication by revenue and forest officials. Documentation and E-filing of forest diversion application.
- ii. Field verification report of DFO(s).
- iii. Inspection report by RCCF (if required).
- iv. Inspection report (If required) and Recommendation by Nodal Officer (FC Act), O/o PCCF
- v. Recommendations and submission for Forest Clearance by State Forest and Environment Dept. to MoEF & CC, GoI.
- vi. Stage I Clearance (with conditions) by MoEF & CC, Govt. of India.
- vii. Obtaining NOC for FRA Certificate as per Forest Rights Act 2006.
- viii. Mutation of CA Land in favour of forest department and Issue of Protected Forest notification in case of revenue land.
- ix. Tree enumeration on forest as well as non-forest area as per prevailing norms for preparation of Forest Diversion Proposal including names of the land owner and signature of forest, revenue and OFDC officials (if required).
- x. Preparation of dwarf plantation scheme and approval from competent authority.
- xi. Obtaining Stage II or final Clearance.

## **C] Forest Clearance of Transmission lines of various works for Wildlife:**

- i. Preparation of site-specific Wildlife Management plan (if required) and approval from competent authority.
- ii. Approval from National Board of Wild Life (if required) and all works associated with NBWL clearance such as preparation of plans, reports, presentations and liasioning at various levels.

### **Note:**

- All the bidders shall present their proposed methodology for execution of the work as per specifications and details of the equipment and facilities including soft wares available with them, based on which the owner may issue suitable amendments. A pre bid conference if required shall also be held.
- The Provisional quantities for the scope of work are indicated in relevant Price Schedules of Bid Proposal Sheets. The final quantities for route alignment & detailed survey (quantities in "Route km/per km" unit) shall be the route length along the approved route alignment. The route alignment, detailed survey, including profiling & tower spotting, contouring, soil investigation etc. shall be carried out by the contractor as per the technical specifications stipulated herein.
- The contractor must note that the Owner shall not be responsible for loss or damage to properties, trees etc. due to the contractor's work during survey. The contractor shall indemnify the Owner for any loss or damage to properties, trees etc. during the survey work.
- The contractor should note that Owner will not furnish the NRSA satellite imageries or topographical maps prepared by survey of India but will render available assistance that may be required in obtaining these by providing letters of recommendation to the concerned authorities. Further, in case the contractor opts for use of ALTM techniques for detailed survey, he shall be responsible for obtaining necessary clearance/ permission as may be required from concerned authorities. The Owner will provide assistance that may be required

in obtaining these clearance/permissions by providing letters or recommendations to the concerned authorities.

- The Bidders shall give along with their bid clause by clause commentary indicating their confirmation/comments/observations in respect of all clauses of technical specification.
- The work shall be carried out by the contractor using modern surveying techniques. The bidder shall indicate in his offer, the detailed description of the procedure to be deployed. The details of the equipment & facilities including software's for image processing, computer aided tower spotting etc. available with the bidder or his associates shall also be furnished with the bid
- The contractor shall also engage the services of a reputed geo-technical consultant or experts from independent educational /research institutions for examining stability aspects of the selected transmission line route /locations in hilly terrain wherever required.
- After carrying out the detailed survey, the contractor shall furnish the estimate / complete BoQ of the transmission lines and submit the same to the Owner.
- No technical deviations whatsoever to certain conditions of the bidding documents permitted by the owner and therefore, the bidders are advised that while making bid proposals and quoting prices these conditions may appropriately be taken into consideration. The bidder shall complete all the schedules and annexures in the bid proposal sheets, technical data sheets specified elsewhere.

**PARTICIPATION IN BID:** -Tenderers are requested to submit their bids ONLINE as per the conditions of this bidding document. Any deviation from the conditions as specified herein, the Bid will not be accepted. Tenderers are required to furnish the Bids electronically on e-procurement website at by following procedure given below:-

**REGISTRATION:**

- a) Log in [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) . Click “Register”, fill the online registration form.
- b) The firm has to get registered for e tendering by paying Registration for an amount of **Rs.2,360/-** in the form of DD in favor of K S E D C Ltd Payable at Bangalore. Or Registration fee can also be paid to KSEDCL Ltd through e-payment mode. (By Debit card / Credit card / net banking mode). For any assistance please contact our help desk – 9937140591. The contractors /vendors/bidders/suppliers who have already registered in e-tendering site of OPTCL, they need not to pay the registration amount KSEDCL again for this tender.
- c) Send the acknowledgment copy for verification.
- d) As soon as the verification is being done the e-tender user id will be enabled

**ON LINE REQUEST/ DOWNLOADING OF BID DOCUMENT:**

After viewing Tender Notification in **[www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL)**, 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 (**Digital signature certificate, Class-III**). 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. Type [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) in the address bar, to access the Login Screen.
- d)** Enter e-tender User Id and Password, click on “Go”. Click on “Click here to login” for selecting the Digital Signature Certificate. Select the Certificate and enter DSC Password. Re-enter the e-Procurement User Id Password.
- e)** Click “Un Applied” to view / apply for new tenders.
- f)** Click on Request icon for online request. After making the request Bidders will receive the Tender Documents which can be checked and downloaded by following the below steps.

**g)** Click to view the tender documents which are received by the user. Tender document screen appears.

**h)** Click “Click here to download” to download the documents

**PAYMENT OF TRANSACTION FEE: -**

Prior to submission of bid, the bidder has to furnish the tender cost, tender processing fee and EMD as specified in the tender notification.

**Electronic Payment Account:** As the tender documents shall be available for purchase only online, Bidders are required to pay the Tender Document fees online using the Online Payments Gateway Service integrated into the e-Procurement System. For the list of available modes of electronic payments that are presently accepted on the Online Payments Gateway Service, please check the link, List of e-Payments accepted Online’ on <http://tenderwizard.com//OPTCL>.

**IMPORTANT INFORMATION:**

**Digital Certificate authentication: -**

The Bids submitted online should be signed electronically with a Class III Digital Certificate to establish the identity of the Bidder submitting the Bid online. The Bidders may obtain Class III Digital Certificates issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities, Government of India.

Bid for a particular tender can be submitted during the ONLINE BID SUBMISSION stage only using the Digital Certificate that is used to encrypt the data. In case, during the process of a particular tender, the bidder loses his Digital Certificate because of any problem (such as misplacement, virus attack, hardware problem, operating system problem, etc.); he may not be able to submit his bid online. Hence, the bidders are advised to keep their Digital Certificates in a safe place under proper security to be used whenever required.

The digital certificate issued to the Authorized User of a Partnership firm / Private Limited Company / Public Limited Company / Joint Venture and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to that user.

In case of Partnership Firm, majority of the Partners have to authorize a specific individual through Authority Letter signed by majority of the Partners of the firm.

In case of Private Limited Company, Public Limited Company, the Managing Director / any other Person (having designated authority to authorize a specific individual) has to authorize a specific individual through Authority Letter. Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the Organization for online tenders as per Information Technology Act 2000. This Authorized User will be required to obtain a Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this Authorized User will be binding on the firm. It shall be the responsibility of Management / Partners of the concerned firm to inform the Certifying Authority, if the Authorized User changes, and apply for a fresh digital certificate for the new Authorized User.

**Set up of Bidder’s Computer System:**

In order for a Bidder to operate on the e-Procurement System, the Computer System of the Bidder is required to be set up for Operating System, Internet Connectivity, Utilities, Fonts, etc. **For any assistance please contact our help desk – 9937140591**

**Publishing of NIT:**

For the Tenders processed using the e-Procurement System, only a brief Advertisement related to the Tender shall be published on the e-Procurement System. No advertisement shall be published in newspapers regarding tender notice, corrigendum or addendum. The bidders can view the Detailed Notice and the time schedule for all the Tenders processed using the e-Procurement System on the website [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL)



**Key Dates:**

The Bidders are strictly advised to follow the time schedule (Key Dates) of the Tender for their side for tasks and responsibilities to participate in the Tender, as all the stages of each Tender are locked before the start time and date and after the end time and date for the relevant stage of the Tender as set by the concerned Department Official. Hence, once the time schedule for a particular stage is lapsed then that task will be locked and the Tenderers who have not completed the task in time may not be able to participate in the tender. It should be appreciated that sufficient time duration is given for each stage and therefore, it is the responsibility of Tenderers to complete the process well within time rather than waiting for the last day of submission. OPTCL holds no responsibility for the non-submission of bids due to such delay/ negligence of the tenderers.

**Bid submission:**

Bidder should duly upload the documents and fill the bids. The online tender should be submitted before Bid Submission End date.

**Submission of Earnest Money Deposit (EMD):**

- (i) The validity of the EMD in the form of Bank Guarantee shall be at least for 240 days from the date of opening of tender failing which the tender will be liable for rejection.
- (ii) No interest shall be paid on the Earnest Money Deposit.
- (iii) **The Earnest Money Deposit shall be furnished through Bank Draft/Bank Guarantee.**
- (iv) No adjustment towards EMD shall be permitted against any outstanding amount with the ODISHA POWER TRANSMISSION CORPORATION LTD.
- v) In the case of un- successful tenderer, the EMD will be refunded after the tender is decided. In the case of successful Tenderer, this will be refunded only after furnishing of performance security (BG).
- (vi) Suits, if any, arising out of this clause shall be filed in a Court of law to which the jurisdiction of High Court of ODISHA extends.
- (vii) EMD will be forfeited if the tenderer fails to accept the Letter of Award (work order) issued in his favor or to execute the order, placed on them.
- viii) Tenders not accompanied by Earnest Money Deposit shall be disqualified.

**Techno Commercial Bid (Part-I):**

Bidders must positively complete the online e-tendering procedure at [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL). They shall have to submit the following documents online in the website. Their complete techno-commercial offer containing detailed description, specification and all commercial terms and conditions. **This document should not contain any price part.** Techno-commercial information in the form of questionnaire and schedules as indicated in techno commercial bid (in excel format).

**Price Bid (Part-II):**

Bidder shall have to submit the price bid documents downloaded from website and uploaded as per instructions therein. **Physical submission of price bid will not be considered.** The price bid of techno-commercially qualified bidder shall be opened online at the notified date at [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) Bidders can view information of date of price bid opening by logging in to website.

**Change in date & time of opening of bids:** -Tender shall be opened on the due date and time as notified in the presence of the tenderer or their authorized representative who may be present. If the due date of opening / submission of tender documents is changed, the same will be uploaded on Portal through corrigendum.

**Corrigendum/Addendum/Pre-bid clarification:**

The Tenderer has to keep track of any changes by viewing the addendum/corrigendum/ Pre-bid clarification issued by the tender Inviting Authority on time-to-time basis on web site/e-Procurement platform. The Department calling for tender shall not be responsible for any claims/problems arising out of this.



All correspondence with regard to the above shall be to the following address. (By Post/In Person)

Sr. General Manager,  
Central Procurement Cell,  
4th Floor, Tech Tower,  
Odisha Power Transmission Corporation Ltd,  
JANPATH, Bhubaneswar-751007  
(e-mail ID: [sgm.cpc@optcl.co.in](mailto:sgm.cpc@optcl.co.in) )  
For more information on OPTCL, visit our site at: . [www.optcl.co.in](http://www.optcl.co.in)

## SECTION-II

### INSTRUCTIONS TO BIDDER:

- (a) The bidders who want to submit bid shall have to pay tender cost, tender processing fee & EMD as mentioned in TABLE-I using online Payments Gateway Service integrated into the e-Procurement System. The bidders shall scan the Demand Draft towards EMD and Tender Cost against each package and upload the same in the prescribed form in .gif or .jpg format in addition to sending the original on or before the scheduled date & time of opening of tender.
- (b) In Techno commercial bid (in excel format) various important techno- commercial terms and conditions are given. It is necessary to furnish all the information as per Questionnaire. The Questionnaire duly filled in and signed has to be submitted along with the Bid.
- (c) The price bid shall include submission of details of prices strictly as per Price Schedule (Schedule of prices and quantity) in the standard online format. It may be mentioned that no such information should be furnished in the price bid which may not be in conformity with details furnished in techno-commercial bid. In case of any discrepancy, suitable loading on prices will be considered for which responsibility will rest on the Tenderers.
- (d) Further submission of any additional information or document after opening of techno-commercial part of tender, which may affect the financial commitment or technical/commercial eligibility of tenderer, will not be allowed. It is obligatory on the part of the Tenderers to comply with all our commercial terms & conditions.
- (e) The Tenderers shall submit their eligibility and qualification details, techno-commercial bid in the standard formats appended with the Bid documents. The Tenderer shall sign on the statements, documents, certificates, owing responsibility for their correctness/ authenticity. The Tenderers shall attach/ upload all the required documents for the specific tender during the bid submission as per the tender notice and bid document.
- (f) The Tenderer will be solely responsible for the correctness/genuineness of the downloaded tender documents from the website. If the offer submitted through the downloaded tender documents, which are incomplete or with changed contents, the offer will be summarily rejected.

### OUT RIGHT REJECTION CRITERIA:

- (1) Bid proposals received without **Tender cost, EMD & Tender processing fee** by the date and time scheduled for opening of bids shall be treated as non-responsive and shall be outright rejected.
- (2) The bidder should not have any pending litigation or arbitration with OPTCL with regard to any project or related activity. The bidder should certify/declare the same in unequivocal terms by way of an affidavit duly sworn before a magistrate or notary. Bid furnished by the bidder shall not be eligible for consideration if it is not accompanied by the affidavit. Further, the bid/LoA/LoI shall be liable for outright rejection /cancellation at any stage if any information contrary to the affidavit/declaration is detected.

### MINIMUM QUALIFYING REQUIREMENT:

The bidder shall be a reputed consultancy firm having experience (as mentioned below) in **Survey Works and Forest Clearance Works**. A bidder can also be a **Joint Venture** which can cumulatively fulfil the qualifying criteria for **Survey Works and Forest Clearance Works** as mentioned below.

#### Qualifying requirement for Survey works:

- Work experience: The bidder should be a reputed consultancy firm having experience in conducting preliminary survey, detail survey, route alignment for transmission projects (Line & substation) in State/ Central Govt. /PSU transmission utilities. The bidder should have completed minimum **02 Nos.** of similar works in Govt. /Govt. undertaking/PSU in **last 05 (Five) years** from the date of opening of bid. The Firm has to furnish the work completion certificate for satisfactory completion in support of their eligibility to participate in the tender.
- Manpower & T& P: The bidder shall have to furnish (in the enclosed format), the detail list of Engineering/ Finance personnel who will be capable to discharge the responsibilities using modern surveying tools and plant and methodology. The educational qualification &

experience of those personnel are to be furnished. Firm should furnish detail list of T&P, plant and machinery required for execution of all works related to survey.

- Performance: Contractors from whom Govt. Depts. have off loaded work due to poor performance shall not be eligible to participate in the bid.
- Financial criteria: The Firm has to furnish similar nature of Work related Turn over certificate (for last 3 years) duly signed by Chartered accountant.

#### **Qualifying requirement for Forest Clearance works:**

- Work experience: The bidder should be a reputed consultancy firm having experience in obtaining complete Forest Clearance (Both Stage-I & Stage-II) of various linear projects (like Transmission lines, Rail, Road etc.) in State/ Central Govt. /PSU transmission utilities. The bidder has to submit minimum **02 years of past experience** from the date of opening of bid for similar work in Govt. /Govt. undertaking/PSU in Odisha.
- Manpower & T& P: The bidder shall have to furnish (in the enclosed format), the detail list of Technical/Forest/ Finance personnel who will be capable to discharge the responsibilities using modern surveying tools and plant and methodology. The educational qualification & experience of those personnel are to be furnished. Firm should furnish the detailed list of T&P and machinery required for execution of all works related to Forest Clearance and associated works in the scope of contract.
- Performance: Contractors from whom Govt. Depts. have off loaded work due to poor performance shall not be eligible to participate in the bid.
- Financial criteria: Firm has to furnish work related Turn over certificate (for last 3 years) duly signed by Chartered accountant.

#### **JOINT VENTURE CRITERIA:**

Bid submitted by a Joint Venture/Consortium Bidder shall have following qualifying requirement:

- All Partners of Joint Venture shall be domiciled companies in India.
- Both the partners of the Joint Venture together shall meet the Technical Qualification criteria.
- Such Joint Venture shall be formed through **Joint Venture Agreement** duly notarized as per the format and manner specified in the annexure to this Tender Documents.
- Maximum number of Partners in a Joint Venture is limited to TWO (02) only including the lead partner.
- Joint Venture Partners together should meet 100% of the Technical Qualification requirement.
- Lead partner on behalf of Joint Venture shall submit the CPBG of 10% of the Contract Price.
- All partners of the Joint Venture shall be jointly and severally liable for the execution of the Contract.
- Partners of the Joint Venture should submit the following documents in part-I bid as part of qualifying criteria.
  - i. PAN (for both the partners of Joint Venture)
  - ii. EPF registration.
  - iii. GST Registration Number. (For both the partners of Joint Venture)
  - iv. Board Resolution towards forming of Joint Venture and Power Of Attorney to sign the tender document.

#### **• Conflict of Interest**

A Partner of a Joint Venture Bidder shall not have a conflict of interest with the other Partner of the Joint Venture. A Joint Venture Bidder may be considered to have a conflict of interest with other bidder in this bidding process, if:

- a. A Partner of one Joint Venture is also a Partner in another Joint Venture/Consortium participating in this bidding process, or
- b. Any Partner of the Joint Venture bidder participates independently in this bidding process, or
- c. Joint Venture Bidder and its Partners have the same legal representative for purpose of this bid, or

- d. The Joint Venture Bidder has a relationship with another Joint Venture, directly or through common third parties, that puts them in a position to have access to information about or influence on the bidding process of the OPTCL, or
- e. The bidder or any of its affiliates or in the case of Joint Venture, any of the Joint Venture partner or their affiliates has participated as a consultant in the preparation of the design or technical specifications of the equipment and installation Services that are the subject of the bid. or
- f. A bidder or any of its affiliates has been hired (or is proposed to be hired) by the OPTCL as Project Manager for the contract.
- g. In case of conflict of interest, all the concerned bidders shall be disqualified & their bids shall be summarily rejected.

- This agreement shall be irrevocable and valid till successful completion of the contract.

**DETAILS OF DOCUMENTS TO BE SUBMITTED: -**

Following standard online formats are required to be filled in and self-certified scanned copies of following documents are required to be uploaded on portal as attached with this tender document to participate in the bidding process as detailed below:

- 1) e-payment receipt of Tender cost, tender processing fee.
- 2) Earnest Money (EMD)
- 3) Registration certificate of GST.
- 4) IT PAN/EPF registration scan copy.
- 5) Audited Balance Sheet for (FY 2021-22, 2022-23 & 2023-24).
- 6) Turnover Certificates for last three years duly certified by the Chartered Accountant
- 7) DSC (Digital Signature Certificate) detail.
- 8) Registration certificate of Establishment/MOA/AOA/Partnership deed
- 9) Power of Attorney.
- 10) "No litigation with OPTCL", Firm has to furnish affidavit duly notarized
- 11) Tender Acceptance letter.
- 12) List of T&P, plant and machinery.
- 13) Work experience. (Work order/ completion certificate/ Performance certificate)

Note: Tenderer intending to participate in that tender are required to get themselves trained on e- procurement system. The tenderer is required to contact the service provider M/s Karnataka State Electronic Development Corporation Limited may be contacted for all enquires, clarification etc., if any related to e-tendering.

## **SECTION-III**

### **GENERAL TERMS & CONDITIONS OF CONTRACT CONTENTS**

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3.0	Standards
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6.0	Use of Contract Documents and Information
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**SECTION – GCC**  
**GENERAL TERMS & CONDITIONS OF CONTRACT**

**A. INTRODUCTION**

**1.0 DEFINITION OF TERMS:**

1.1 The 'Contract' means the agreement entered into between the owner and the Contractor as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.2 'Owner' shall mean the ODISHA POWER TRANSMISSION CORPORATION Ltd Bhubaneswar and shall include its legal representatives, successors and assigns.

1.3 'Contractor' or 'Manufacturer' shall mean the Bidder whose bid will be accepted by the owner for the award of the works and shall include such successful Bidder's legal representatives, successors and permitted assigns.

1.4 'Sub-Contractor' shall mean the person named in the Contract for any part of the works or any person to whom any part of the contract has been sublet by the Contractor with the consent in writing of the Engineer and will include the legal representatives, successors and permitted assigns of such person

1.5 Engineer' shall mean the officer appointed in writing by the owner to act as Engineer from time to time for the purpose of the Contract.

1.6 'Consulting Engineer'/'Consultant' shall mean any firm or person duly appointed as such from time to time by the owner.

1.7 The terms 'Equipment', 'Stores' and 'Materials' shall mean and include equipment, stores and materials to be provided by the Contractor under the Contract.

1.8 'Works' shall mean and include the furnishing of equipment, labour and services, as per the Specifications and complete erection, testing and putting into satisfactory operation including all transportation, handling, unloading and storage at the Site as defined in the contract.

1.9 'Specifications' shall mean the Specifications and Bidding Document forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon.

1.10 'Site' shall mean and include the land and other places on, into or through which the works and the related facilities are to be erected or installed and any adjacent land, paths, street or reservoir which may be allocated or used by the owner or contractor in the performance of the contract.

1.11 The term 'Contract Price' shall mean the lump sum price quoted by the contractor in his bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award, for the entire scope of works.

1.12 The term 'Equipment Portion' of the contract price shall mean the taxable value of the equipment.

1.13 The term 'Erection Portion' of the contract price shall mean the value of field activities of the works including erection, testing and putting into satisfactory operation including successful completion of performance and guarantee tests to be performed at Site by the Contractor including cost of insurances.

1.14 'Manufacturer's Works' or 'Contractor's Works', shall mean the place of work used by the



manufacturer, the Contractor, their collaborators/associates or Sub-Contractors for the performance of the Contract.

1.15 'Inspector' shall mean the owner or any person nominated by the owner from time to time, to inspect the equipment; stores or works under the contract and/or the duly authorized representative of the owner.

1.16 'Notice of Award of Contract'/'Letter of Award'/'Telex of Award' shall mean the official notice issued by the owner notifying the contractor that his bid has been accepted.

1.17 'Date of Contract' shall mean the date on which Notice of Award of Contract/Letter of Award has been issued.

1.18 'Month' shall mean the calendar month. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.

A 'Week' shall mean continuous period of seven (7) days.

1.19 'Writing' shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.

1.20 When the words 'Approved', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', 'Where Directed', 'When Directed', 'Determined by', 'Accepted', 'Permitted', or words and phrases of like importance are used the approval, judgement, direction etc. is understood to be a function of the Owner/Engineer.

1.21 Test on completion shall mean such tests as prescribed in the Contract to be performed by the Contractor before the work is taken over by the owner.

1.22 'Start up' shall mean that time period required to bring the equipment covered under the Contract from an inactive condition, when construction is essentially complete, to the state ready for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting subsystem, initial operation of the complete equipment covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shut down, inspection and adjustment prior to the trial operation period.

1.23 'Initial Operation' shall mean the first integral operation of the complete equipment covered under the Contract with the sub-system and supporting equipment in service or available for service.

1.24 'Trial Operation', 'Reliability Test', 'Trial Run', 'Completion Test', shall mean the extended period of time after the start up period. During this trial operation period the unit shall be operated over the full load range. The length of trial operation shall be as determined by the Engineer, unless otherwise specified elsewhere in the Contract.

1.25 'Performance and Guarantee Tests' shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the Contract Documents.

1.26 The term 'Final Acceptance'/'Taking Over' shall mean the Owner's written acceptance of the works performed under the contract, after successful commissioning/completion of performance and guarantee tests, as specified in the accompanying Technical Specifications or otherwise agreed in the contract.

1.27 'Commercial Operation' shall mean the condition of operation in which the complete equipment covered under the Contract is officially declared by the owner to be available for continuous operation at different loads up to and including rated capacity. Such declaration

by the owner, however, shall not relieve or prejudice the Contractor of any of his obligations under the Contract.

1.28 'Guarantee Period'/'Maintenance Period' shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the works performed under the Contract.

1.29 'Latent Defects' shall mean such defects caused by faulty designs, materials or workmanship which cannot be detected during inspection, testing etc. based on the technology available for carrying out such tests.

1.30 'Drawing', 'Plans' shall mean all:

- (a) Drawings furnished by the owner/consultant as a basis of Bid/Proposals.
- (b) Supplementary drawings furnished by the owner/consultant to clarify and to define in greater detail the intent of the contract.
- (c) Drawings submitted by the contractor with his bid provided such drawings are acceptable to the owner/consultant.
- (d) Drawings furnished by the owner/consultant to the contractor during the progress of the work; and
- (e) Engineering data and drawings submitted by the contractor during the progress of the work provided such drawings are acceptable to the Engineer/Owner.

1.31 'Codes' shall mean the following including the latest amendments and/or replacements, if any:

- (a) Indian Electricity Act, 1905 and Rules and Regulations made there under.
- (b) Indian Factory Act, 1948 and Rules and Regulations made there under.
- (c) Indian Explosives Act, 1884 and Rules and Regulations made there under.
- (d) Indian Petroleum Act, 1934 and Rules and Regulations made there under.
- (e) ASME Test Codes.
- (f) AIEE Test Codes
- (g) American Society of Materials Testing Codes.
- (h) Standards of the Indian Standards Institution.

Other Internationally approved standards and/or rules and regulations touching the subject matter of the contract.

1.32 Words imparting the singular only shall also include the plural and vice-versa where the context so requires.

1.33 Words imparting 'Person' shall include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not.

1.34 Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Sale of Goods Act (1930), failing that in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof, if any.

The various Acts and Regulations are normally available for sale from the following addresses:

- (i) Deputy Controller, Publication Department, Government of India, Civil Lines, DELHI-110 006.
- (ii) Deptt. of Publication, Government of India, Kitab Mahal, Unit No.21, Emporia Building, Baba Khark Singh Marg, NEW DELHI-110 001. OR With leading authorized Government of India Book –Sellers.

1.35 In addition to the above the following definitions shall also apply.

- (a) 'All equipment and materials' to be supplied shall also mean 'Goods'.
- (b) 'Constructed' shall also mean 'erected and installed'.
- (c) 'Contract Performance Guarantee' shall also mean 'Contract Performance Security'.

1.36 Joint Venture: If the Contractor is a joint venture of two companies (maximum 2 nos. i.e.,

lead & other bidder), all such companies shall be jointly and severally bound to the Employer for the fulfilment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior written consent of the Employer.

**2.0 APPLICATION:** These General Conditions shall apply to the extent that they are not superceded by provisions in other parts of the Contract.

**3.0 LANGUAGE AND MEASURES:** All documents pertaining to the contract including specifications, schedules, notices, correspondences, operating and maintenance instructions, drawings or any other writing shall be written in English language. The Metric System of measurement shall be used exclusively in the contract.

**5.0 CONTRACT DOCUMENTS:**

5.1 The term Contract Documents shall mean and include the following which shall be deemed to form an integral part of the Contract:

- (a) Invitation to Bid including letter forwarding the Bidding Documents, Instructions to Bidders, General Terms and Conditions of Contract and all other documents included under Vol. I.
- (b) Specifications of the equipment to be furnished and erected under the contract as brought out in the accompanying Technical Specifications.
- (c) Contractor's Bid Proposal and the documents attached there to including the letters of clarifications thereto between the Contractor and the Owner/Consultant prior to the Award of Contract except to the extent of repugnance.
- (d) All the materials, literature, data and information of any sort given by the Contractor along with his bid, subject to the approval of the owner/consultant.
- (e) Letter of Award and any agreed variations of the conditions of the documents and special terms and conditions of contract, if any.

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

**6.0 USE OF CONTRACT DOCUMENTS AND INFORMATION:**

6.1 The contractor shall not, without the owner's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the owner in connection therewith, to any person other than a person employed by the contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purpose of such performance.

6.2 The contractor shall not, without the owner's prior written consent, make use of any document or information enumerated in various contract documents except for the purpose of performing the contract.

6.3 The contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the works under this contract, or descriptions of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the owner.

6.4 Any document, other than the contract itself, enumerated in various contract documents shall remain the property of the owner and shall be returned (in all copies) to the owner on completion of the contractor's performance under the contract if so required by the owner.

**7.0 CONSTRUCTION OF THE CONTRACT:**

7.1 Notwithstanding anything stated elsewhere in the bid documents, the contract to be entered into will be treated as the contract based on rate contract order.

7.2 In case of divisible supply and erection contract, or where the owner hands over his equipment to the contractor for executing, then the contractor shall at the time of taking delivery of the equipment/dispatch documents be required to execute an Indemnity Bond in favour of the owner in the form acceptable to OPTCL for keeping the equipment in safe custody and to utilize the same exclusively for the purpose of the said contract..

7.3 The contract shall in all respects be construed and governed according to Indian Laws.

7.4 It is clearly understood that the total consideration for the contract(s) has been broken up into various components only for the convenience of payment under the contract(s) and for the measurement of deviations or modifications under the contract(s).

**8.0 JURISDICTION OF CONTRACT:** The laws applicable to the contract shall be the laws in force in Odisha. The courts of Cuttack/ Bhubaneswar shall have exclusive jurisdiction in all matters arising under this contract.

## **9.0 SIGNING THE CONTRACT AGREEMENT:**

9.1 At the same time as the Employer notifies the successful Bidder that its bid has been accepted, the Employer in consultation with the Bidder will prepare the Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

9.2 The Contract Agreement shall be prepared **within thirty (30) days** of the Letter of Award and the successful Bidder and the Employer shall sign and date the Contract Agreement immediately thereafter.

9.3 The contractor shall provide free of cost to the owner all the Engineering data, drawings, and descriptive materials submitted with the bid, to form a part of the contract immediately after issue of Letter of Award.

**10.0 ENFORCEMENT OF TERMS:** The failure of either party to enforce at any time any of the provisions of this contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have under the contract.

## **11.0 CLARIFICATIONS ON BID DOCUMENTS**

11.1 If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to the Owner. The Owner, then, will issue interpretation(s) and clarification(s) as he may think fit in website. After receipt of such interpretation(s) and clarification(s), the Bidder may submit his bid but within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the Bidding Document and shall accompany the Bidder's Proposal. A prospective Bidder requiring any clarification on Bidding Document may notify the Owner in writing. The Owner will respond in website to any request for such clarification of the Bidding Document which it receives not later than fifteen (15) days prior to the deadline for submission of bids prescribed by the Owner. The Owner's response (including an explanation of the query but without identifying its source) will be up loaded in website for information of all prospective Bidders who have received the Bidding Document.

## **12.0 AMENDMENT TO BIDDING DOCUMENT**

12.1 At any time prior to the deadline for submission of bids, OPTCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment(s).

12.2 The amendment will be notified in [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) portal for information of all prospective Bidders OPTCL, will bear no responsibility or liability arising out of non- receipt of the same in time or otherwise.

12.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, OPTCL, may, at its discretion, extend the deadline for the submission of bids by a maximum period of 15 days.

12.4 Such amendments, clarifications, etc. shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid. In case amendment is issued subsequent to receipts of Bids, bidder shall follow the instructions issued along with amendment with regard to submission of impact on quoted price/revised price, if any.

### **13.0 PERIOD OF VALIDITY OF BIDS**

13.1 Bids shall remain valid for 180 (One hundred eighty) days after the date of bid opening prescribed by OPTCL. A bid valid for a shorter period will be rejected as non-responsive.

13.2 In exceptional circumstances, OPTCL may solicit the bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (including cable, telex, FAX or email). The bid security provided under sub clause 11.1 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. A bidder granting the request will not be required or permitted to modify its bid.

### **14.0 DEAD LINE FOR SUBMISSION OF BIDS**

14.1 Soft copy of the bid shall be uploaded through the portal [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) on or before the submission time and date as stipulated in the bidding document. Tender cost, Tender processing fee, Bid Security, Power of Attorney, must be received by the employer at the address specified under Section-I above not later than the time and date stated in the tender notification. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the bids will be received/uploaded on the next working day as per the time indicated in tender notification.

14.2 The Employer may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents in accordance with Sub-Clause 12.1, 12.2 above & for the reasons specified therein at any time prior to opening of, in which case all rights and obligations of Employer and bidders will thereto be subject to the deadline as extended.

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

### **STRATEGY FOR E-REVERSE AUCTION**

- 1 Bidders are required to go through the guide lines given below and submit their acceptance to the same.
- 2 e-Reverse Auction (RA) will be conducted in e-tender portal of OPTCL on specified date and time, while bidders shall quote from their own offices/places of their choice. Internet connectivity shall be ensured by the respective agencies/bidders themselves.
- 3 Demonstration/ training (if not trained earlier) of bidder's nominated person(s), shall be done by KEONICS to explain all the rules related to e-Reverse Auction/ Business Rule document to be adopted.
- 4 The strategy to be used for reverse auction shall be "DYNAMIC TEMPLATE BIDDING"

### **Procedure for electronic Reverse Auctioning (e-RA):**

- 5 a. The e-RA shall be conducted on [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) only.

b. Bidder has to submit letter towards agreement to the Process related Terms & Conditions for e-Reverse Auction, as per (Reverse Auction Process Compliance Form at Annexure-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 techno-commercial bid.

- 6 Prior intimation/ Notice for RA invitation will be given to techno-commercially qualified bidders regarding the date & time of opening of the e-RA.

The start bid price (SBP) for e-Reverse Auction of each bidder under a particular package shall be the L1 evaluated price for the subject package including Taxes & Duties for the total scope for subject Package. Taking the above discovered L1 price as the upper limit e-RA will be conducted to determine the lowest possible price.

Reverse Auction will be conducted amongst first 50% of the technically qualified bidders arranged in order of prices from lowest to highest, as L1, L2, L3-----Ln, and L1 price will be discovered. Minimum of 3 bidders shall be eligible for e RA. (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 bidding document & after e-RA process is over.

- 7 Names of bidders/ vendors shall not be disclosed during the e-RA process. Names of bidders/ vendors shall be anonymously masked in the e-RA process.

(i) In case of RA, start/ reference price and step value of decrement shall be indicated to the bidders at the start of the auction. Any participating bidder can bid one or multiple step decrement lower than the prevailing lowest bid at that time. The Bidder shall be able to view Bid Start Price, Bid Decrement Value, Prevailing Lowest Bid value, last Bid Placed by him and time left for bidding.

(ii) The step value of decrement in a package to be offered by bidder (the minimum amount of reduction in the total bid price including all taxes & duties during auction) , shall be kept at 0.15% of L1 bidder's final evaluated price (or) at approved amount as decided by OPTCL.

(iii) Bidders can only quote any value lower than their previous quoted price. However, at no stage, increase in Price will be permissible.

(iv) At any point during Reverse Auction, bidding Price field (Total price) shall remain enabled for the bidders. The total reverse auction period shall be unlimited and the initial auction period (1st slot) will be of thirty (30) minutes with provision of auto extension by (10) ten minutes from the schedule/ extended closing time. If any fresh lower bid is received in last ten minutes of auction period or extended auction period, the reverse auction process shall get extended automatically for another 10(ten) minutes. In case, there is no Bid received during schedule/extended slot, the Auction shall get closed automatically without further extension.



(v) However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the period of e-reverse auction to avoid complication related with internet connectivity, network problem, system crash down, power failure etc.

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

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

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

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

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

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

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

## **B. CONTRACTOR SECURITY AND PAYMENTS**

**16.0 CONTRACT PERFORMANCE GUARANTEE:** The contractor shall furnish an amount of **10%** of the contract value towards Contract Performance Guarantee(s) for the proper fulfilment of the contract in the prescribed form within thirty (30) days of "Notice of Award of Contract". The performance guarantee(s) shall be as per terms prescribed in Section INB, Conditions of Contract Vol-1. **Bank guarantee @10%** of Work Order Value should be submitted with validity of two months more than the guarantee period.

### **17.0 PAYMENT:**

16.1 The payment to the contractor for the performance of the works under the contract will be made by the owner as per the guidelines and conditions specified herein. All payments made during the contract shall be on account payments only. The final payment will be made on completion of all works and on fulfilment by the contractor of all his liabilities under the contract.

16.2 TERMS OF PAYMENT: The contractor shall present the bill for the work completed as per Table-2 and with due certification by the OPTCL Engineer in Charge.

(i) **95%** of the value of work done shall be paid (on submission of JMC) within a period of one month on presentation of the bills subject to submission and approval of performance Guarantee amounting to @10% of the Work Order Value.

(ii) Alternatively, 100% of the value of work done shall be paid (on submission of JMC) within a period of one month on presentation of the bills subject to submission and approval of performance Bank Guarantee amounting to @10% of the Work Order Value and on submission and approval of a separate Bank Guarantee (Over and above the 10% Performance Guarantee amount) amounting to **5% of the work order value**. This 5% Bank Guarantee shall be released on completion of the work in all respect as per the

contract and on issue of the work completion certificate.

(iii) **Bank guarantee @10%** of Work Order Value should be submitted valid for two months more than the guarantee period.

(iv) The payment shall be made in milestones as per the schedule mentioned in Table-2 with consideration of Cl. No. 16.2.(i) & (ii) above.

**Table-2:**

<b>Milestone</b>	<b>Name of the Work</b>	<b>Percentage of payment</b>
<b>1</b>	<b>Survey works in transmission line.</b>	
<b>1.1</b>	Completion of Preliminary survey and Detailed Survey, approval of the detailed survey report, delivery of all the deliverables under detailed survey	100% of Item No. 1 & 2 under (A) of BoQ
<b>2</b>	<b>Determination of forest diversion area</b>	
<b>2.1</b>	Determination of forest diversion area in the corridor; completion of all the works under this head as per the work order	100% of Item No. 1 under (B) of BoQ
<b>3</b>	<b>Forest Diversion Proposal (Stage I &amp; Stage II clearance)</b>	
<b>3.1</b>	Getting permission for survey from respective authorities and DGPS Survey of line along with obtaining base points from ORSAC and transfer of base, preparation of maps, Vetting of DGPS Maps by ORSAC and authentication by Forest & Revenue authorities, Preparation of Forest Diversion proposal, preparation of maps and documents related to three alternate routes, collection of documents related to preparation of FDP, Identification of CA Land (Compensatory afforestation), obtaining suitability certificate, allotment of CA land, DGPS Survey of CA Land, ORSAC Vetting and subsequent authentication by revenue and forest officials, tree enumeration on forest as well as non-forest area as per prevailing norms for preparation of Forest Diversion Proposal including names of the land owner and signature of forest, revenue and OFDC officials (if required).	20% of Item No. 3.1 under (B) of BoQ
<b>3.2</b>	Documentation and E-filing of Forest Clearance application.	10% of Item No. 3.1 under (B) of BoQ
<b>3.3</b>	Field verification report of DFO(s)	20% of Item No. 3.1 under (B) of BoQ
	Inspection report by RCCF (if required)	
	Inspection report (If required) and Recommendation by Nodal Officer (FC Act), O/o PCCF	
	Recommendations and submission for Forest Clearance by State Forest and Environment Dept. to MoEF & CC, GoI	
<b>3.4</b>	Stage I Clearance (with conditions) by MoEF & CC, Govt. of India, complying the stipulations of Stage I clearance & obtaining working permission	30% of Item No. 3.1 under (B) of BoQ

<b>3.5</b>	Obtaining Stage II or final Clearance.	20% of Item No. 3.1 under (B) of BoQ
<b>4</b>	Preparation of Site Specific Wildlife Management plan (If required) and approval from competent authority	100% of Item No. 4 & 5 under (B) of BoQ
<b>5</b>	Approval from National Board of Wild Life (If required) and all works associated with NBWL clearance such as preparation of plans, reports, presentations and liasioning at various levels.	

(vi) Amount towards taxes to be deducted as per statutory requirement.

16.3 Currency of Payment: All payments under the contract shall be in Indian Rupees only.

**18.0 GUARANTEE:** The work done by the contractor as per the contract specification should be guaranteed for satisfactory workmanship for a period **18 (Eighteen)** month from the date of obtaining Stage-II forest clearance and final NBWL clearance (if required in the project). Any error noticed during this period should be rectified/ replaced by you free of cost to OPTCL on written notice provided such defects are due to bad workmanship or bad materials used by the contractor during carrying out the work. The above Guarantee certificate shall be furnished in triplicate for approval by OPTCL authority.

**19.0 PRICE REDUCTION SCHEDULE:** If the contractor fails to complete the works under the Scope of work order within the completion period specified in the work order or any extension granted thereof, the OPTCL shall recover from the contractor as price reduction a sum of one-half of one percent (0.5%) of the taxable value of the uncompleted portion of work for each calendar week of delay. For this purpose, the date of final stage of clearance shall be reckoned as the date of completion. The total price reduction shall not exceed **5% (five percent)** of the taxable value of the uncompleted portion of work.

## **E. RESOLUTION OF DISPUTES**

### **20.0 SETTLEMENT OF DISPUTES:**

19.1 Any dispute(s) or difference(s) arising out of or in connection with the contract shall, to the extent possible, be settled amicably between the parties.

19.2 If any dispute or difference of any kind, whatsoever, shall arise between the owner and the contractor arising out of the contract for the performance of the works whether during the progress of the works or after its completion or whether before or after the termination, abandonment or breach of the contract, it shall, in the first place, be referred to and settled by the Engineer, who, within a period of thirty(30) days after being requested by either party to do so, shall give written notice of his decision to the owner and the contractor.

19.3 Save as hereinafter provided, such decision in respect of every matters so referred shall be final and binding upon the parties until the completion of the works and shall forthwith be given effect to by the contractor who shall proceed with the works with all due diligence, whether he or the owner requires arbitration as hereinafter provided or not.

19.4 If after the Engineer has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.

19.5 In the event of the Engineer failing to notify his decision as aforesaid within thirty (30) days after being requested as aforesaid, or in the event of either the owner or the contractor being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of thirty days, as the case may be, either party may require that the matters

in dispute be referred to arbitration as hereinafter provided.

## **21.0 ARBITRATION:**

20.1 All disputes or differences in respect of which the decision, if any, of the Engineer has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.

20.2 The arbitration shall be conducted by three arbitrators, one each to be nominated by the contractor and the owner and the third to be appointed as an umpire by both the arbitrators in accordance with the Indian Arbitration Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.

20.3 The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The venue of arbitration shall be Bhubaneswar of Orissa state.

20.4 The decision of the majority of the arbitrators shall be final and binding upon the parties. The arbitrators may, from time to time with the consent of all the parties enlarge the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.

20.5 The arbitrator shall have full powers to review and/or revise any decision, opinion, direction, certification or valuation of the Engineer in accordance with the contract, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments put before the Engineer for the purpose of obtaining the said decision.

16.6 No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him as being called as a witness or giving evidence before the arbitrators on any matter whatsoever relevant to the dispute or difference referred to the arbitrators as aforesaid.

20.7 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the contract.

**22.0 RECONCILIATION OF ACCOUNTS:** The contractor shall prepare and submit every six months, a statement covering payments claimed and the payments received vis-à-vis the works executed, for reconciliation of accounts with the owner. The contractor shall also prepare and submit a detailed account of Owner Issue materials received and utilized by him for reconciliation purpose in a format to be discussed and finalized with the owner before the award of contract.

All other disputes shall come under HIGH COURT OF ODISHA.

## **END OF SECTION – GCC**

## **SECTION-IV** **TECHNICAL SPECIFICATION**

### **General Information & Scope of Work:**

(1) The scope of work covers carrying-out of reconnaissance of the route, preliminary survey, finalization of alignment, detailed survey including leveling, profile plotting, measurement of soil resistivity values, and soil details along the route of the transmission line and corresponding details.

(2) The scope of work inter-alia shall include the following:

a) **Route Alignment using Survey of India maps inter-alia shall include the following:**

(i) All the topographical details including all Railway lines, rivers, canals roads **up to 8 km** on either side of the route of transmission lines shall be indicated to the scale. Name of the Zonal Railway shall be marked on the railway lines. The name of railway stations shall also be indicated in capital letters only. Alignment shall be plotted on the map with north being clearly indicated on each drawing. Latitude and longitude shall also be properly marked. The convenience in handling, the width and length of the drawings shall be restricted to convenient sizes with 30 mm overlaps between the sheets, the matching line shall be clearly shown on these sheets. However, this tentative alignment is based on shortest length of line involved and may have to be modified depending on site constraints. It is essential that the equipment's/ instruments i.e. Total Stations are properly calibrated at the time of commencement of work, so that they represent true values. If the Engineer-in-charge so desires, the contractor shall arrange for having the instruments tested at an approved laboratory at his cost and the test report shall be submitted to the Engineer.

(ii) Associated field work.

b) **Detailed Survey using Total stations of reasonable accuracies inter-alia including :**

i) The contractor will have to carry out detailed survey of the line for which route map indicating the proposed alignment of the transmission line will be handed over by the OPTCL.

ii) Digitized profiling along the selected route along with plan details.

iii) Computer aided tower spotting & optimization.

c) **Digitized contouring at undulated / hilly tower locations.**

d) Preparation of Survey reports with explanation of route constraints (like Forest, Animal/Bird sanctuary, reserve coal belt areas, oil pipe line/underground inflammable pipe lines etc.), infrastructure details available en-route etc.

(3) The Provisional quantities for the scope of work are indicated in relevant Price Schedules of tender specification. The final quantities for route alignment & detailed survey (quantities in "km/ per km" unit) shall be the route length along the approved route alignment. For contouring at undulated/hilly tower locations, the actual quantities to be executed shall be decided by the Engineer-in-charge during execution stage and the final quantities shall be as approved by the Engineer-in-charge. The route alignment, detailed survey, including profiling & tower spotting, contouring, shall be carried out by the Contractor as per the technical specifications stipulated herein.

(4) The Contractor must note that the OPTCL shall not be responsible for loss or damage to properties, trees etc. due to contractor's work during survey. The Contractor shall indemnify the OPTCL for any loss or damage to properties, trees etc. during the survey work.

(5) The bidder shall give along with their bid clause by clause commentary indicating their confirmation/ comments/ observation in respect of all clauses of technical specification.

(6) The work shall be carried out by the contractor using Total Station surveying equipment. The bidder shall indicate in his offer, the detailed description of the procedure to be deployed. The details of the equipment & facilities including software, computer aided tower spotting etc. available with the bidder or his associates shall also be furnished with the bid.

### **Requirement of Transmission Line Routing:**

1) The alignment of the transmission line shall be most economical from the point of view of construction and maintenance. The contractor shall identify & examine alternative route

alignments and suggest OPTCL the optimal route alignment.

2) Routing of transmission line through forest area should be avoided. In case it is not possible to avoid the forests or areas having large trees completely, and then keeping in view of the overall economy, the route should be aligned in such a way that cutting of trees is minimum.

3) The route should have minimum crossings of Major River, Railway lines, National/State highways, overhead EHV power line and communication lines.

4) The number of angle points shall be kept to minimum.

5) The distance between the terminal points specified shall be kept shortest possible, consistent with the terrain that is encountered.

6) Marshy and low lying areas, river beds and earth slip zones shall be avoided to minimize risk to the foundations.

7) It would be preferable to utilize level ground for the alignment.

8) Crossing of power lines shall be minimum. Alignment will be kept at a minimum distance of 300 m from power lines to avoid induction problems on the lower voltage lines.

9) Crossing of communication line shall be minimized and it shall be preferably at right angle. Proximity and parallelism with telecom lines shall be eliminated to avoid danger of induction to them.

10) Areas subjected to flooding such as Nalas shall be avoided.

11) Restricted areas such as civil and military airfield shall be avoided. Care shall also be taken to avoid aircraft landing approaches.

12) All alignment should be easily accessible both in dry and rainy seasons to enable maintenance throughout the year.

13) Certain areas such as quarry sites, tea, tobacco and saffron fields and rich plantations, gardens & nurseries which will present to OPTCL problems in acquisition of right of way and way leave clearance during construction and maintenance should be avoided.

14) The line routing should avoid large habitations, densely populated areas, Forest, Animal/Bird sanctuary, reserve coal belt areas, oil pipe line/underground inflammable pipe lines etc. to the extent possible.

15) The areas requiring special foundations and those prone to flooding should be avoided.

16) For identification of the most appropriate route, besides making use of information/data/details available/extracted through Survey of India Topographical maps the contractor shall also carry out reconnaissance/preliminary survey as may be required for verification & collection of additional information /data /details.

17) The contractor shall submit his preliminary observations & suggestions along with various information/data /details collected and also processed satellite imagery data, scanned topographical map data. The evaluation of the route shall be conducted by the contractor in consultation with OPTCL representatives and optimal route alignment shall be proposed by the contractor. Site visit and field verification shall be conducted by the contractor jointly with OPTCL representative for the proposed route alignment.

18) Final digitized route alignment drawing with latest topographical and other details/features including all rivers, railway lines, canals, roads etc. up to 8 kms on both sides of selected route alignment shall be submitted by the contractor for OPTCL's approval along with report containing other information/details as mentioned above.

19) Changes in the route alignment, if any, during detail survey, shall be incorporated in the final digitized route alignment drawings.

### **Detailed Survey:**

(1) The detailed survey shall be carried out using DGPS/Total stations,

(2) At the starting point of the commencement of route survey, an angle iron spike 65x65x1000 shall be driven firmly into the ground and concrete of size 0.5 Mtr x 0.5 Mtr x 0.5 Mtr volume placed around it to show only 150 mm above ground level. A punch mark on the top section of the angle iron shall be made to indicate location of the surveying instruments. Teak wood pegs 50x50x650 mm shall be driven at prominent positions at intervals of not more than 750 Mtr along the transmission line to be surveyed up to the next angle point. 125 mm wire nails should be fixed on the top of these pegs to show the location of instrument. The pegs shall be driven firmly into the ground to show only 100 mm above ground level. At angle



positions stones shall be put up for easy identification. Paint mark in white lead paint shall be put in, above 300 mm squares with a direction indication, on nearby boulders, rocks, or trees along the complete line alignment. At peg position, identification marks giving the peg position, with reference to painting marks, shall be given. The white lead paint mark shall indicate to the individual the direction of alignment from either direction.

**Route Marking:**

- a) The route of the transmission line shall be recorded using total station.
- b) The co-ordinates of all the angle points as well as other important crossings, landmarks etc. shall be recorded using total station.
- c) At the starting point of the commencement of route survey the co-ordinates shall be recorded. The co-ordinates of the location of the survey instrument shall also be recorded. Further, the co-ordinates at prominent position at intervals of not more than 750 meter along the transmission line to be surveyed up to the next angle point shall also be recorded. Wherever the line alignment crosses the EHT line, Railway line, P&T line or roads, the contractor shall record co-ordinates on the points of crossing. Wherever line route alignment passes over permanent land marks such as rock, boulders, culverts etc. suitable white paint marks with directional and OPTCL markings shall be made and co-ordinates recorded.

**Profiling:**

- a) The complete profiling for all obligatory crossings of river, railway, power line crossing, along the route shall be carried out using modern surveying equipment viz. total stations, digital theodolite, Reference levels at every 20 meters along the route are to be recorded. R/Ls at other undulations along the route as well as in the route plan and other en-route details viz. crossings, building & structures, trees & other infrastructure etc. shall also be recorded. Areas along the route, which in the view of the contractor, are not suitable for tower spotting, shall also be marked. Profile shall be prepared for every length of 5 km.
- b) A printed/plotted output of the digitized profiling shall be submitted by the contractor to OPTCL's site-in-charge for review before taking up tower spotting.

**Tower Spotting:**

While profiling & spotting the towers, the following shall be borne in mind:

a) **Span:**

The number of consecutive spans between the section points shall not exceed 13 spans or 5 km in plain terrain and 10 spans or 3 km in hilly terrain. A section point shall comprise tension point with minimum angle of deviation from towers as applicable.

b) **Extension:**

An individual span shall be as near to the normal design span as possible. In case an individual span becomes too short with normal supports on account of undulations in ground profile, one or both the supports of the span may be extended by inserting standard body/leg extension.

c) **Loading:**

There shall not be any upward force on suspension towers under normal working conditions and the suspension towers shall support at least the minimum weight span as provided in the designs. In case uplift is unavoidable, it shall be examined if the same can be overcome by adding standard body extensions to the towers failing which tension towers designed for the purpose shall be deployed at such positions.

d) **Road Crossing:**

The road crossing should be preferably at right angles and in any case crossing angle should not be less than 75 degree. The crossing tower should be located outside the road boundaries. It is desired that one tower of the crossing span should be as close as possible to the road to make the best use of extra distance from center of nearest tower to road edge should be at least equal to 1 ½ (one and half) times height of tower.

e) **Railway Crossings:**

All the railway crossings coming enroute the transmission line shall be identified by the Contractor. At the time of detailed survey, the railway crossings shall be finalized as per the

regulation laid down by the Railway Authorities. The following are the important features of the prevailing regulations (revised in 1987).

- i. The crossings shall be supported on Tension type tower (C type/D type) on either side depending on the merits of each case.
- ii. The crossing shall normally be at right angle to the railway track.
- iii. The minimum distance of the crossing tower shall be at least equal to the height of the tower plus 6 meters away measured from the center of the nearest railway track.
- iv. No crossing shall be located over a booster transformer, traction switching station, traction sub-station or a track cabin location in an electrified area.
- v. Separate Profile for the Crossing as per Railway Requirement will be Submitted by the contractor.

f) **River Crossings:**

In case of major river crossing, towers shall be of suspension type along with anchor towers of Tension type tower (C type/D type) on either side of the main river crossing. Alternately on the basis of economics and / or site/ execution constraints crossing of rivers using extended angle towers also shall be considered. For navigable rivers, clearance required by navigation authority shall be provided. For non-navigable river, clearance shall be reckoned with respect to highest flood level (HFL). The minimum clearance of 420KV power conductor over the highest flood level in case of non-navigable rivers shall be 8.84 meters.

g) **Power line Crossings:**

Where the line is to cross over another line of the same voltage or lower voltage, provisions to prevent the possibility of its coming into contact with other overhead lines shall be made in accordance with the Indian Electricity Rules, 1956 as amended up-to-date. In order to reduce the height of the crossing towers, it may be advantageous to remove the ground-wire of the line to be crossed (if this is possible and permitted by the OPTCL of the line to be crossed).

Minimum clearance in meters between lines when crossing each other:

S No.	Highest System Voltage	72.5-145KV	245KV	420KV	800KV
1.	145 KV	3.05	4.58	5.49	7.94
2.	245 kV	4.58	4.58	5.49	7.94
3.	420KV	5.49	5.49	5.49	7.94
4.	800KV	7.94	7.94	7.94	7.94

For power line crossings of voltage level of 132 kV and above shall be provided on either side of tangent type tower.

h) **Telecommunication Line Crossings:**

The angle of crossing shall be as near to 90 degree possible. However, deviation to the extent of 30 degree may be permitted under exceptionally difficult situations.

When the angle of crossing has to be below 60 degree, the matter will be referred to the authority in charge of the telecommunication System. On a request from the Contractor, the permission of the telecommunication authority may be obtained by the OPTCL.

Also, in the crossing span, power line support will be as near the telecommunication line as possible, to obtain increased vertical clearance between the wires.

i) **Aerodrome / radar stations/ military installations:**

The complete data regarding these installations should be obtained from concerned Aerodrome / Communication / Military / Police Authorities. The alignment of the line near such installations should be finalized in accordance with the rules / regulations in vogue in respect of such installations. No objection certificate should be obtained from the concerned authorities for laying the line in the proposed alignment.

j) **Details En-route:**

All topographical details, permanent features, such as trees, building etc. on either side of the alignment shall be detailed on the profile plan.

### **(3) Clearance from Ground, Building, Trees etc.:**

Clearance from ground, buildings, trees and telephone lines shall be provided in conformity with the Indian Electricity Rules, 1956 as amended up to date.

The Contractor shall also identify the forest/non forest areas involved.

- a) A statement of forest areas with survey/compartament Nos. (All type of forest RF/PF/Acquired forest/Revenue forest/Private forest/Forest as per dictionary meaning of forest etc.)
- b) A statement of non-forest areas with survey/compartament nos.
- c) Marking of forest areas with category on topo sheets showing complete line route, boundaries of various forest divisions and their areas involved.
- d) Village forest maps of affected line and affected forest area and marking of the same.
- e) Forest division map showing line and affected forest area.

### **3) Forest clearance**

#### **A) Determination of forest diversion area:**

- i. Joint Visit with OPTCL official on the entire route and collection of coordinates of angle points, Preparation of KML file of line and Corridor and verification by OPTCL official (SDO).
- ii. Preparation of Land Schedule (Hal & Sabik) record as required for FDP preparation including name of the owner.
- iii. Identification of forest area in the entire corridor (from Hal-Sabik revenue records, DLC Report and RF, PRF, DPF etc.).
- iv. Preparation of Cadastral sheet and showing of the corridor of the line on all villages (including non-forest villages).
- v. Authentication of land schedule from revenue and forest officials as required for FDP.
- vi. Any other data as required for identification of Forest area.

#### **B) Forest Diversion Proposal (Stage I & Stage II clearance)**

- i. Getting permission for survey from respective authorities and DGPS Survey of line along with obtaining base points from ORSAC and transfer of base, preparation of maps, Vetting of DGPS Maps by ORSAC and authentication by Forest & Revenue authorities, Preparation of Forest Diversion proposal, preparation of maps and documents related to three alternate routes, collection of documents related to preparation of FDP, Identification of CA Land (Compensatory afforestation), obtaining suitability certificate, allotment of CA land, DGPS Survey of CA Land, ORSAC Vetting and subsequent authentication by revenue and forest officials. Documentation and E-filing of forest diversion application.
- ii. Field verification report of DFO(s).
- iii. Inspection report by RCCF (if required).
- iv. Inspection report (If required) and Recommendation by Nodal Officer (FC Act), O/o PCCF
- v. Recommendations and submission for Forest Clearance by State Forest and Environment Dept. to MoEP, GoI.
- vi. Tree enumeration on forest as well as non-forest area as per prevailing norms for preparation of Forest Diversion Proposal including names of the land owner and signature of forest, revenue and OFDC officials (if required).
- vii. Stage I Clearance (with conditions) by MoEF, Govt. of India.
- viii. Obtaining NOC for FRA Certificate as per Forest Rights Act 2006, obtaining of working permission.
- ix. Mutation of CA Land in favour of forest department and Issue of Protected Forest notification in case of revenue land.
- x. Preparation of dwarf plantation scheme and approval from competent authority.
- xi. Obtaining Stage II or final Clearance.

#### **C) Forest Clearance of Transmission lines of various works for Wildlife:**

- i. Preparation of Site Specific Wildlife Management plan (If required) and approval from competent authority.

ii. Approval from National Board of Wild Life (If required) and all works associated with NBWL clearance such as preparation of plans, reports, presentations and liasioning at various levels.

**(4) Preliminary Schedule:**

The profile sheets showing the locations of the towers together with preliminary schedules of quantities indicating tower types, wind & weight spans, angle of deviation, crossing & other details etc. shall be submitted by the contractor for review & approval by OPTCL's site-in-charge.

**(5) GPS Coordinate:**

The co-ordinates of all the tower locations shall also be recorded. The position of all tower locations shall be marked in the final digitized route alignment drawing with relative distances from any permanent bench mark in the area.

**(6) Contouring at hilly/undulated locations:**

a) The levels up or down of each pit center with respect to center of tower location shall be recorded at intervals of 2m using total stations/digital theodolite and digitized contour plans shall be made. Based on the digitized elevation plans, the quantities of benching shall be optimized.

b) The changes desired by the OPTCL in the preliminary tower schedule or as may be required based on detailed survey of tower locations & contouring by the contractor, shall be carried out by the

Contractor and the final tower schedule shall be submitted for approval of OPTCL. The tower schedule shall show position of all type of towers, span length, type of foundation for each tower, benching & revetment requirement, unequal leg extensions, deviation at all angles, crossings & other details etc.

**(7) Survey Methodology & Precision:**

a) All elevations shall be referenced to benchmarks established by the survey of India. Survey operations shall begin and end at benchmarks approved by the OPTCL.

b) During the leveling of the profile, check surveys will be effected at intervals not exceeding 50kms. with benchmarks of known elevations. The difference in elevations as surveyed by the contractor and as declared by Survey of India for these benchmarks shall not exceed the precision required for 3<sup>rd</sup> order surveys  $e \leq 24k$  where 'k' is the distance between benchmarks in km and 'e' is the difference between elevations in mm.

c) In the absence of suitable benchmarks the leveling shall be done by two independent leveling parties working in opposite directions along the same line. The difference in elevations between the two surveys shall not exceed the precision required for 3<sup>rd</sup> order surveys as stated above.

d) All-important objects and features along the transmission line centerline (railways, highways, roads, canals, rivers, transmission lines, distribution lines, telephone lines etc.) shall be surveyed and located with a positional accuracy of 1:2000 between points of known horizontal position.

**(8) Survey Report:**

a) Each angle point locations shall be shown in GPS coordinates and also with detailed sketches showing existing close by permanent land marks such as specific tree(s), cattle shed, homes, tube wells, temples, electric pole/tower, telephone pole, canal, roads, railway lines etc. The relative distance of land marks from the angle points and their bearings shall be indicated in the sketch. These details shall be included in the survey report.

b) Information w.r.t infrastructure details available en-route, identification and explanation of route constraints, etc. shall also be furnished in the Survey report and shall inter-alia include the following information regarding infrastructural facilities available along the final route alignment like access to roads, railway stations, construction material sources (like quarry points for stone, sand and availability of construction water), labor, existing transport facilities, fuel availability etc. shall be furnished in the survey report.

c) All observations which the Contractor thinks would be useful to the construction of the

transmission lines mentioned under scope of work are to be reported.

- d) Suggestions regarding the number of convenient zones (line segments / portions) in which the entire alignment can be divided keeping in view the convenience of corporation are to be given.
- e) Suggestions regarding location for setting up stores during line construction in consultation with OPTCL's representative shall also be provided by the contractor.
- f) Working months available during various seasons along the final route alignment, with period, time of sowing & harvesting of different type of crops and the importance attached to the crops particularly in the context of way leave problems.
- g) Availability of labor of various categories and contractors of civil works shall also be reported.
- h) Some portions of the line may require clearance from various authorities. The Contractor shall indicate the portion of the line so affected, the nature of clearance required and the name of concerned organizations such as local bodies, municipalities, P&T (name of circle), Inland navigation, Irrigation Department, DISCOMs and Zonal railways, Divisional Forest Authorities etc.
- i) All the requisite data for processing the case for statutory clearances such as PTCC and Railway shall be provided along with the report.
  - j) Six copies of survey reports shall be furnished by the contractor to the OPTCL.

### **STATUTORY REGULATIONS AND STANDARDS**

- Contractor is required to follow statutory regulations stipulated in Electricity (Supply) Act 1948, Indian Electricity Rules, Indian Electricity Act 2003 and other local rules & regulations.
- The codes and standards referred to in these specifications shall govern. In case of a conflict between such codes/standards and these specifications, the provisions of the specifications shall prevail. Such codes, standards referred to shall mean latest revisions, amendments, changes adopted and published by relevant agencies.
- Other Internationally acceptable standards which ensure equivalent or better performance than those specified shall also be acceptable.

**ANNEXURE-I**  
**TENDER/CONDITIONS ACCEPTANCE LETTER**

To,

The Senior General Manager, CPC  
OPTCL, Bhubaneswar

Sub.:- Acceptance of Terms & Conditions of Tender.

Ref.:- e-tender Notice No. CPC-43/2024-25

(Tender specification No.: Sr. G.M-CPC-e-tender-Survey & Forest Clearance-400KV Indravati  
PSP-Therubali-43/2024-25)

NAME OF WORK: - Survey and forest clearance work of 400kV D/C line connectivity between Indravati to Therubali for development of Green Energy Evacuation Transmission corridor for evacuation of RE power (Approx. Line Length= 100km).

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender' from the website(s) namely:- [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL).
2. I/We hereby certify that I/We have read all terms and conditions of the tender documents (including all documents like annexure, schedules(s), etc.), which form part of the Contract Agreement and I/We shall abide hereby the all the terms & conditions and clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept all the tender conditions of above mentioned tender document(s)/corrigendum(s) in totality/entirely.
5. In case any provisions of this tender are found violated, your department/organization shall be at liberty to reject this tender/bid including the forfeiture of the full earnest money deposit absolutely and we shall not have any claim/right against dept. in satisfaction of this condition.

Yours faithfully

(Signature of the Bidder, with Official Seal).



**ANNEXURE-II**

**WORK COMPLETION SCHEDULE**

<b>Sl. No.</b>	<b>Description of work</b>	<b>Period in days from the effective date of NoA</b>
1	Route alignment	20
2	Submission of preliminary survey report for review	25
3	Detailed survey	45
4	Tower spotting	50
5	Submission of Final survey report for approval	60
6	Determination of forest diversion area in the corridor	120
7	Forest Diversion Proposal (Stage I & Stage II clearance)	180
8	Forest Clearance of Transmission lines of various works for Wildlife	180
	<b>TOTAL</b>	<b>180</b>

DATE:

PLACE:

Signature:

Name:

**ANNEXURE-III**  
**ABSTRACT OF TERMS AND CONDITION**

<b>S.N.</b>	<b>Particulars</b>	<b>To be complied by the Firm</b>
1	Name and address of tenderer.	
2	Communication	Phone (O) Phone (R) Mobile E-Mail
3	(i) Whether you are State/Central. Undertaking / Unit with 100% Government share. (Yes/No) (ii) If yes whether documentary evidence in support of the above has been enclosed. (In absence of documentary evidence your claim to be State/Central Govt. Undertaking shall be ignored).	
4	What is the validity period of your offer (the offer should be valid for a minimum period of 180 days.)	
5	Whether the required Earnest Money has been furnished by you (Yes/No). If yes, In which form. Amount of Earnest Money furnished.	
6	Whether agreeable to Company's penalty clause; (Yes/No)	
7	Whether agreeable to payment clause (Yes/No)	
8	Are you agreeable to payment procedure defined in the tender (Yes/No)	
10	Whether agreeable to the completion period offered (Yes/No)	
11	Whether agreeable to furnish security deposit in the form as indicated in the tender (Yes/No)	
12	Whether agreeable to FIRM prices for survey work and Forest Clearance (Yes/No)	
13	Have you attached Income-Tax clearance certificate for the last three years (Yes/No).	
14	Whether a list of orders executed by you enclosed with full particulars of nature of work done in Techno commercial bid (excel format) (Yes/No)	

15	Whether certificate of competent authority as a proof of having successfully completed orders has been furnished (Yes/No).	
16	Have you furnished photo copy of the Registration number of GST allotted to you in respect of the survey works?	
17	Whether details of technical manpower of head office & field organization furnished (Yes/No)	
18	Have you furnished the power of attorney in respect of the person signing the tender on behalf of tender	
19	Whether your firm is partnership firm (Yes/No) If so, indicate the name(s), complete address and designation of all	
20	Whether profit and loss account and audited financial statements of accounts (by Chartered Accountant) for the last 3 years have been furnished by you (Yes/No)	
21	Whether you agree to clause for arranging equipment, T&P and vehicles (Yes/No)	
22	Whether check-list has been enclosed (Yes/No).	

DATE :

PLACE:

Signature:

Name:

Seal of the:

**NOTE:**

(i) The tenderer may use above questionnaire sheets in original for furnishing reply along with his offer. However, if separate sheets are used for this questionnaire it may please be ensured that the serial order and language of questions is maintained.

(ii) The tenderer shall necessarily depute the authorized representative who should be present on due date and time of opening of tender. This representative should be authorized signatory of tenderer and should furnish reply on tenderer firm's letter head in case of clarification, if any, sought on the offer after tender opening, if requested. The offer shall be rejected in case the aforesaid instructions are not complied.

**ANNEXURE- IV(A)**

**LIST OF PAST WORK EXPERIENCE**  
**(Works executed in last 05(Five) Years.**

Sl. No	Work order No & Date	Work awarded by	Detail description of work	Date of completion of work
1				
2				
3				
4				
5				

**ANNEXURE- IV(B)**

**LIST OF WORK UNDER EXECUTION**

Sl. No	Work order No & Date	Work awarded by	Detail description of work	Schedule Date of completion of work
1				
2				
3				
4				
5				

**ANNEXURE-V**

**LIST OF TOOLS & PLANTS AVAILABLE WITH THE TENDERER**

Under this schedule, list of tools and plants required for execution of survey work available with the Contractor should be indicated.

SL. No.	List of tools and plants & vehicles with quantity	Quantity	Date of calibration
1			
2			
3			
4			
5			
6			
7			

**ANNEXURE-VI**

**DETAILS OF ORGANIZATION SET UP**

Under this schedule, strength of technical manpower available with the bidder with their qualification and experience shall be indicated both in respect of headquarter and filed organization.

Sl No	Name of the Person	Qualification	Work experience in Years
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

**ANNEXURE-VII**  
**CHECK-LIST**

<b>S.No.</b>	<b>Item</b>	<b>Reference</b>	<b>Declaration (strike-out whichever is not applicable)</b>
1	Earnest Money Enclosed	e-payment	Yes / No
2	Tender processing fee	e-payment	Yes / No
3	Acceptance of terms & conditions of tender	Annexure-I	Yes / No
4	Work Completion schedule	Annexure-II	Yes / No
5	Abstract of terms and condition.	Annexure-III	Yes / No
6	Tenderer's work experience		
	List of works executed in last 05(Five) years.	Annexure-IV(A)	Yes / No
	(b)List of works under execution	Annexure-IV(B)	Yes / No
7	List of Tools & plants	Annexure-V	Yes / No
8	Details of Organization Set-up	Annexure-VI	Yes / No



**ANNEXURE – VIII**  
**LITIGATION HISTORY**

Name of the Bidder:

Bidder should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

Year.	Award for or against bidder	Name of client, cause of litigation and matter in dispute	Disputed amount (current value in Rs.)

Place: -

Date

Signature of Bidder:

**ANNEXURE – IX**

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

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

Authorized signatory

Company seal

**ANNEXURE-X**  
**PROFORMA FOR BANK GUARANTEE FORM FOR EARNEST MONEY DEPOSIT**

**(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 of .....days 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, Central Procurement Cell (CPC) 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 invokable 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.

### Format for SFMS details

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

Sl. No	PARTICULARS	TYPE	DETAILS
1	Type of Bank Guarantee	Mandatory	EMD
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	EMD
15	Reference/Description of the underlined tender/contract	Mandatory	NIT No

**ANNEXURE-XI**

**PROFORMA FOR COMPOSITE PERFORMANCE BANK GUARANTEE**

**(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:.....
10. 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-XII

### FORM OF POWER OF ATTORNEY FOR JOINT VENTURE

**(On Non –Judicial Stamp Paper of Appropriate value  
to be Purchased in the Name of JOINT VENTURE/CONSORTIUM)**

KNOW ALL MEN BY THESE PRESENTS THAT WE,

M/s..... a company incorporated under the laws of ..... and having its registered office at.....  
(Hereinafter called the "Partner No. 1" which expression shall include its successors executors and permitted assigns) and M/s .....a company incorporated under the laws of ..... and having its registered office at ..... (hereinafter called the "Partner No. 2" which expression shall include its successors, executors and permitted assigns) have formed a Joint Venture (hereinafter called the 'Joint Venture') acting through M/s ..... being the Partner in-charge do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of ..... and having its Registered/Head Office at ..... as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Specification No..... Package ..... the bids for which have been invited by ..... (insert name of the Purchaser alongwith address) ..... (hereinafter called the 'Purchaser') to undertake the following acts :

- i) To sign and submit proposal and participate in the aforesaid Bid Specification of the Purchaser on behalf of the "Joint Venture".
- ii) To negotiate with the Purchaser the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Purchaser for and on behalf of the "Joint Venture".
- iii) To do any other act or submit any document related to the above.
- iv) To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

For the above purpose, the person(s) authorized by the Partner In-charge shall be the person(s) authorized to act on behalf of the “Joint Venture” as per the Power of Attorney given to him/her/them by the Partner In-Charge,

It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of  
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the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the -----(insert the details of package) in terms of the Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/Authorised Representatives/Partner in-charge quotes in the bid, negotiates and signs the Contract with the Purchaser and/or proposes to act on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this ..... day of ..... under the Common Seal(s) of their Companies.

for and on behalf of the  
Partners of Joint Venture

.....

The Common Seal of the above Partners of the Joint Venture:

The Common Seal has been affixed there unto in the presence of  
WITNESS

1. Signature.....

Name .....

Designation .....

Occupation .....

2. Signature.....

Name .....

Designation .....

Occupation .....

Note :

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value (minimum Rs. 100/-) shall be purchased in the name of Joint Venture.
2. The Agreement shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

## ANNEXURE-XIII

### FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

JOINT VENTURE/CONSORTIUM AGREEMENT BETWEEN ..... AND  
..... FOR BID SPECIFICATION NO.....OF (OPTCL)

THIS JOINT DEED OF UNDERTAKING executed on this..... day of Two

Thousand and..... by ....., a company incorporated under the laws of ..... and having its Registered Office at .....(hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s.....a company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award}] against the Specification No..... for ..... (insert name of the package along with project name) ..... of ..... (Insert names of the Employer) , a Company incorporated under the Companies Act of 1956 having its registered office at.....(insert registered address of the Employer)..... (hereinafter called the "Employer").

WHEREAS the Party No.1 and Party No.2 have entered into an Agreement dated.....

AND WHEREAS the Employer invited bids as per the above-mentioned Specification for the Survey and Forest Clearance stipulated in the Bidding Documents under ..... (insert name of the package along with project name) .....

The above clause further states that this Undertaking shall be attached to the bid and the Contract performance guarantee will be as per the format enclosed with the Bidding Documents without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Employer vide proposal No.....dated ..... by Party No.1 based on this Undertaking between all the parties; under these presents and the bid has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Employer to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Employer for the successful performance of the Contract
2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
4. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.
5. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
6. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Employer in the currency/currencies of the Contract.
7. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of .....

has been affixed in my/ our presence pursuant to Board of

Director's Resolution dated .....

Name .....

Designation .....

Signature .....

WITNESS :

I. ....

II. .... For Lead Partner (Party No.-1) For and on behalf of M/s

.....

(Signature of the authorized representative)

Common Seal of .....

has been affixed in my/ our presence pursuant to Board of

Director's Resolution dated .....

Name .....

Designation .....

Signature .....

WITNESS :

I -----

II -----

Note:

1. For the purpose of executing the Joint Deed of Undertaking, non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.



For Party No.-2

For and on behalf of M/s.....

(Signature of the authorized representative)

**ANNEXURE-XIV**

**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 finalisation of the tender or during the execution of the contract, My/Our bid / contract shall be liable for rejection / cancellation / termination without any notice with forfeiture of EMD/CPBG at the sole discretion of OPTCL.

Yours faithfully,

Place-

Date-

Signature of the bidder

With seal

**Note: The bidder shall also disclose, if he was debarred/black listed by any utility in the past and if the debar/blacklisting order was subsequently withdrawn by the utility suo-moto or set aside by any court order.**

(This form shall be duly filled-up, signed by the bidder (including each of the Joint Venture/Consortium partner) & uploaded as an attachment)

**ANNEXURE-XV**

**TECHNICAL DEVIATION SHEET**

**Bidder's Name & Address**

**To**  
**The Sr. General Manager,**  
**Central Procurement Cell, (CPC)**  
**OPTCL, Bhubaneswar.**

Ref.:

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

**Sub: Technical Deviation Sheet.**

Dear Sirs,

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

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

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-XVI**  
**COMMERCIAL DEVIATION SHEET**

**Bidder's Name & Address**

**To**  
**The Sr. General Manager,**  
**Central Procurement Cell, (CPC)**  
**OPTCL, Bhubaneswar.**

Ref.:

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

**Sub: Commercial Deviation Sheet.**

**Dear Sirs,**

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

<b>Sl. No.</b>	<b>Tender Clause Reference</b>	<b>Page Ref. No.</b>	<b>Commercial Deviation, if any</b>

Date:

Place:

**(Signature of the Bidder)**

( 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-XVII**

### **(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,

SGM (CPC), OPTCL

Bhubaneswar-751010, Odisha

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

Dear Sir,

This letter is to confirm that:

- The undersigned is authorized representative of the company.
- We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in your tender and confirm our agreement to that.
- We also confirm that we have gone through the auction manual and have understood the functionality of the same thoroughly.
- We, hereby, confirm that we will honour the Bids placed by us during the tendering/ e-Reverse auction process as called as e-RA.
- We also confirm that we will accept our Rank / Position that will be displayed when the Bidding Time for the Online Reverse Auction is over.

With regards,

Signature with Designation with company seal Name & Address

Person having power of attorney for the subject package.