



ODISHA POWER TRANSMISSION CORPORATION LTD.

PACKAGE: CPC-12/2024-25 Enlistment of Firms in rate contract for supply hot dip Galvanized steel structure materials (HT & MS), HDG Nut & bolts and accessories for Transmission Line towers and Substation equipment structures as per OPTCL design.

BIDDING INSTRUCTIONS
(INV& INB)

VOLUME-I

e-TENDER NOTICE NO. CPC-12/2024-25

TENDER SPEC. NO. Sr. G.M-CPC- e-Tender- G.I. structure (line & S/s) R/C-12/2024-25.



**ODISHA POWER TRANSMISSION CORPORATION LTD.
OFFICE OF THE SENIOR GENERAL MANAGER,
CENTRAL PROCUREMENT CELL,
JANPATH, BHUBANESWAR – 751022**

E-tender Notice No: CPC-12/2024-25

For and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD, Sr.G.M.(C.P.C) invites sealed bids under single stage two part bid system in e-tendering mode only for enlistment of reputed manufacturers for supply of hot dip Galvanized steel structure materials (HT & MS), HDG Nut & bolts and accessories for 400 KV, 220 KV, 132KV, 33KV Transmission Line towers and Sub-Stations equipment structures as per OPTCL's design. The firms shall develop shop floor drawings as per approved bill of materials & G.A. drawings, carry out proto assembly of towers and equipment structures at their own cost.

PACKAGE: CPC-12/2024-25 Enlistment of Firms in rate contract for supply of hot dip Galvanized steel structure materials (HT & MS), HDG Nut & bolts and accessories for Transmission Line towers and Substation equipment structures as per OPTCL design.

(i) The bidders can view the tender documents from www.optcl.co.in website free of cost.

(ii) For participation in e-tender, The interested firms have to get registered for e tendering by paying registration fee for an amount of ₹ 2360/- either in the form of e-payment to KSEDC Ltd. (by Debit card / Credit card / net banking mode). The prospective bidders are advised to register their user ID, Password, company ID from website www.tenderwizard.com/OPTCL by clicking on hyper link "Register Me". The contractors /Firms who have already registered in e-tendering site of OPTCL, they need not to pay the registration amount KSEDCL again for this tender.

For any assistance please contact our help desk – 9937140591.

(iii). The bidders who want to submit bid shall have to pay ₹ 2360/- (i.e ₹2000+GST@18%) as tender cost for the package (as mentioned in TABLE-I), which is non-refundable and inclusive GST, online through e-payment gateway link provided in e-tender portal (by using Net Banking, Debit Card or Credit Card).. The bidder shall deposit the tender cost, tender processing fee & EMD BG prior to schedule date and time for opening of bid as notified in tender notice. The local Micro and small Enterprises (MSEs), based in Odisha, registered with respective DICs, Khadi, Village, Cottage & Handicrafts Industries, OSIC and NSIC can participate without payment of the cost of tender specification. In case of local Micro and small Enterprises(MSEs) registered with respective DICs, Khadi, Village, Cottage & Handicrafts Industries, OSIC and NSIC participating in the tender they have to submit notarized hard copy of valid registration as local MSE as above on or before the date and time of submission of technical bid.

(iv) The bidders shall have to submit the non-refundable tender processing fee (mentioned in the tender notice TABLE-I), which is inclusive of GST, through e-payment mode (by Debit card / Credit card / net banking mode) to KSEDC Ltd.

For any assistance please contact our help desk – 9937140591.

(v) **Important:** Tender cost, EMD & Tender processing fee has to be paid on or before the scheduled date & time of opening of bid and the bidder has to upload the scanned copy of the same in the prescribed file, i.e. in .gif or .jpg or .pdf format in tender wizard portal. Further, Original DD/BG (Tender cost/EMD) are to be submitted at the O/o the Sr.G.M (CPC), OPTCL, Bhubaneswar.

(vi) Complete set of bidding documents are available at www.tenderwizard.com/OPTCL. All subsequent corrigendum/ addendums if any shall be hosted only in at www.tenderwizard.com/OPTCL. Interested bidder may also visit OPTCL's official web site <http://www.optcl.co.in> for detail e-tender notice and specification

(vi) Any clarifications regarding the scope of work and technical features for **G. I. Structure & accessories supply rate contract** can be had from the undersigned during office hours.

SENIOR GENERAL MANAGER, CPC
email id- sgm.cpc@optcl.co.in

TABLE

Sl No	Description	Schedule
1	e-tender Notice No	CPC-12/2024-25
2	Bid Documents No	TENDER SPECIFICATION NO. Sr. G.M-CPC- e-Tender- G.I. structure (line & S/s) R/C-12/2024-25
3	Description of work	<u>PACKAGE:CPC-12/2024-25</u> Enlistment of Firms in rate contract for supply of hot dip Galvanized steel structure materials (HT & MS), HDG Nut & bolts and accessories for Transmission Line towers and Substation equipment structures as per OPTCL design
4	Duration of Rate contract.	02(Two) years from the date of enlistment in rate contract.
5	Tender Cost	2,360/- (Including GST @18%)
6	Tender processing fee	Rs.5900/- (Including GST @18%)
7	EMD	Rs 20,000/-/(drawn in shape of D.D in favour of DDO, Hqrs , OPTCL,BBSR) or in the shape of BG
8	Performance Bid security in INR	1,00,000/-/(drawn in shape of D.D in favour of DDO, Hqrs , OPTCL,BBSR) or in the shape of BG)
9	Free view of tender document	Form dated 06.01.2025, 15.00 Hrs
10	Pre-Bid Meeting	On dated 13.01.2025, 11.30Hrs at Conference Hall, 4 th Floor, Tech Tower, Janpath,BBSR.
11	On line request for bid document	From dated 06.01.2025, 15.00 Hrs
12	Issue of bid document	From dated 06.01.2025, 15.01 Hrs Up to dated 27.01.2025, 15.00 Hrs
13	Last date and time of receipt of bid.	Up to dated 27.01.2025, 17.00 Hrs
14	Opening of Techno-commercial bid (Part-I)	On dated 28.01.2025, at 11.00 Hrs



BIDDER'S QUALIFICATION CRITERIA (BQC)/ QUALIFYING REQUIREMENTS (QR)

Minimum qualification criteria of bidders:

- 1) The bidder should be manufacturers of hot dip Galvanized Transmission Line tower structure and sub-station equipment structures & hot dip Galvanized nuts & bolts having a minimum fabrication and galvanization Capacity of 1000 MT per month.
- 2) The firm must be capable of delivering the structure materials within 03(Three) months from the date of issue of PO where proto assembly inspection is not required & to be delivered within 04(months) wherever proto assembly inspection is required.
- 3) The firm must agree to supply tower structures as per the tested tower design and drawings of OPTCL after developing the shop floor drawings and successful proto assembly of towers and equipment structure by them at their own cost.
- 4) The firm must agree to supply hot dip Galvanized structure materials (HT & MS) and HDG Nut & bolts for Transmission Line towers and Substation equipment structures as per the price arrived in the tender.
- 5) The firm must agree for variable price as per IEEMA from time to time and to remain valid for a period of Two Years. Where the supplies are effected after the contractual delivery period, the date on which the material is ready for inspection(as notified by the firm) or the scheduled delivery date or actual delivery date, whichever is advantageous to OPTCL(Purchaser) will form the basis for calculation of price variation.
- 6) The firm must have previous experience relating to supply of towers for 132 KV and above voltage class Transmission lines & Substations in complete shape to reputed organization/ State Electricity Boards/ Transmission Utilities. Firm has to submit the supply experience certificates along with the bid.
- 7) OPTCL may visit the firms to asses the capability of the firms before considering their bids.
- 8) Performance of the firms enlisted in previous/existing rate contract relating to successful execution of different purchase order awarded by OPTCL during validity of rate contract shall be considered during techno-commercial evaluation.
- 9) Firms who have been debarred for supply of structure materials for 132 KV and above voltage class Transmission lines & Substations by any Govt. organizations shall not be able to participate in the bid.
- 10) Only those manufacturers who have deposited the cost of tender specification are eligible to participate in the tender. They should submit the money receipt as a proof of such payment. The local Micro and small Enterprises (MSEs) based in Odisha, registered with respective DICs, Khadi, Village, Cottage & Handicrafts Industries, OSIC and NSIC can participate without payment of the cost of tender specification.

Outright rejection criteria:

Tenders shall be outright rejected if they are not complying with the following requirements.

1) The bidder shall deposit the tender cost, tender processing fee & EMD DD prior to last date and time for submission of bid as notified in tender notice. In case of local Micro and small Enterprises (MSEs) based in Odisha & registered with respective DICs, Khadi, Village, Cottage & Handicrafts Industries, OSIC and NSIC participating in the tender they have to submit notarized hard copy of valid registration as local MSE as above on or before the date and time of opening of technical bid and deposit EMD BG amount @50%.

2) Tender shall be kept valid for a period of 180 days from the date of opening of Tender.

3) Tender shall be submitted in two parts as specified in “Instruction to bidder”.

4) Tenders shall be accompanied by a list of major supplies affected prior to the date of opening of tender. Data for 4 (Four) years would be preferred.

5)

6) Bidder should quote VARIABLE price as per IEEMA and the offer should be kept valid for a period of 180 days from the date of opening of the tender. The base price shall be remain valid for the entire Rate Contract Period.

7) Bidder must agree to supply the tower structures as per the drawings, guaranteed weights, bill of quantities and type of steel used by OPTCL for their existing towers using OPTCL drawings and designs if required.

8) Tenderer must be a manufacturer of the Tower Structures as per the technical specification and must have the requisite experience of five years in the manufacture of tower Structures having all the adequate manufacturing and testing facilities at their works.

9) 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.

OPTCL reserves all rights to reject/accept any or all bids without assigning any reason thereof.

**SENIOR GENERAL MANAGER
CENTRAL PROCUREMENT CELL**

INSTRUCTIONS TO BIDDERS

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SECTION – INB

INSTRUCTION TO BIDDERS

A. INTRODUCTION

1.0 GENERAL INSTRUCTIONS

1.1 The ORISSA POWER TRANSMISSION CORPORATION LIMITED, hereinafter called 'OPTCL'/ 'OWNER' will receive bids in respect of **TLT STR (LINE & S/S) RATE CONTRACT-12/2024** to be furnished and executed as set-forth in the accompanying Specifications. All bids shall be prepared and submitted in accordance with these instructions. The tender is invited in two-part basis i.e. (1) Techno-commercial bid & (2) Price Bid.

2.0 ELIGIBILITY FOR SUBMISSION OF BIDS

Only those manufacturers who have deposited the cost of tender specification are eligible to participate in the tender. They should submit the money receipt as a proof of such payment. The local Micro and small Enterprises (MSEs) based in Odisha, registered with respective DICs, Khadi, Village, Cottage & Handicrafts Industries, OSIC and NSIC can participate without payment of the cost of tender specification.

3.0 MINIMUM QUALIFICATION CRITERIA OF BIDDERS:

- 1) The bidder should be a manufacturer of Transmission Line tower structure and sub-station structures having a minimum fabrication and galvanization Capacity of 1000 MT per month.
- 2) The firm must be capable of delivering the structure materials within 03(Three) months from the date of issue of PO where proto assembly inspection is not required & to be delivered within 04(months) wherever proto assembly inspection is required.
- 3) The firm must agree to supply tower structures as per the tested tower design and drawings of OPTCL after developing the shop floor drawings by them at their own cost.
- 4) The firm must agree to supply hot dip Galvanized structure materials (HT & MS) and HDG Nut & bolts for Transmission Line towers and Substation equipment structures as per the price arrived in the tender.
- 5) The firm must agree for variable price as per IEEMA from time to time and to remain valid for a period of Two Years. Where the supplies are effected after the contractual delivery period, the date on which the material is ready for inspection(as notified by the firm) or the scheduled delivery date or actual delivery date, whichever is advantageous to OPTCL(Purchaser) will form the basis for calculation of price variation.
- 6) The firm must have previous experience relating to supply of towers of 132 KV and above Transmission line in complete shape to reputed organization/ State Electricity Boards/ Transmission Utilities. The Firm has to submit the supply experience certificates along with the bid.
- 7) OPTCL may visit the firms to assess the capability of the firms before considering their bids.
- 8) Performance of the firms enlisted in previous/existing rate contract relating to successful execution of different purchase order awarded by OPTCL during validity of rate contract shall be considered during techno-commercial evaluation.

9) Firms who have been debarred for supply of Tower structures for 132 KV and above voltage class Transmission lines & Substations by any Govt. organizations shall not be able to participate in the bid.

10) Only those manufacturers who have deposited the cost of tender specification are eligible to participate in the tender. They should submit the money receipt as a proof of such payment. The local Micro and small Enterprises (MSEs) based in Odisha, registered with respective DICs, Khadi, Village, Cottage & Handicrafts Industries, OSIC and NSIC can participate without payment of the cost of tender specification.

11) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as per the requirement of Govt. of India.

“Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

“Bidder from a country which shares a land border with India” for the purpose of this Order means:-

- a. An entity incorporated, established or registered in such a country ; or
- b. A subsidiary of an entity incorporated, established or registered in such a country ‘
or
- c. An entity substantially controlled through entities incorporated , established or registered in such a country ; or
- d. An entity whose beneficial owner is situated in such a country ; or
- e. An Indian (or other) agent of such an entity ; or
- f. A natural person who is a citizen of such a country ; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- h.

The beneficial owner for the purpose of (iii)(d) above will be as under :

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting along or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

[A] Certificate (to be furnished in bidder’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; I certify that this bidder is not from such a country or, if from such a country, has been 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, evident of valid registration by the Competent Authority shall be attached.]

4.0 COST OF BIDDING

The Bidder shall bear all costs and expenses associated with preparation and submission of its bid Including pre and post-bid discussions, technical and other presentations etc.,

and the Owner will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

A. THE BIDDING DOCUMENTS

5.0 CONTENTS OF BIDDING DOCUMENT

5.1 The goods and services required, bidding procedures and contract terms are prescribed in the Bidding Document. In addition to the Invitation to Bids, the Bidding Document is a compilation of the following sections:

TENDER NOTIFICATION:-

a) Tender Notice

COMMON DOCUMENT (Free view):

a) Instructions to Bidders.

b) General Terms and Conditions

c) Technical Specifications.

BID DOCUMENT:-

(To be filled by the Bidder on line in www.tenderwizard.com/OPTCL portal)

a) Techno-commercial bid (Part-I).

b) Price bid (Part-II)

6.0 UNDERSTANDING OF BID DOCUMENTS

6.1 A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform him as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the Bid documents or Submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

7.0 CLARIFICATIONS ON BID DOCUMENTS

7.1 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 writing. 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 writing 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. Written copies of the Owner's response (including an explanation of the query but without identifying its source) will be sent to all prospective Bidders who have received the Bidding Document.

7.2 Verbal clarification and information given by the Owner or his employee(s) or his representative(s) shall not in any way be binding on the Owner.

8.0 AMENDMENT TO BIDDING DOCUMENT

8.1 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).

8.2 The amendment will be notified in 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.

8.3 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.

8.4 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.

B. PREPARATION OF BIDS

9.0 LANGUAGE OF BID

9.1 The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and the Owner shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

10.0 LOCAL CONDITIONS

10.1 It will be imperative on each Bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the Contract covered under these documents and specifications. The owner shall not entertain any request for clarifications from the Bidders, regarding such local conditions.

10.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the Proposals. No claim for financial adjustment to the Contract awarded under these Specifications and documents will be entertained by the Owner. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner, which are based on the lack of such clear information or its effect on the cost of the Works to the Bidder.

11.0 DOCUMENTS COMPRISING THE BID:

11.1 TECHNO-COMMERCIAL BID, PART-I

(A) HARD COPY: The bid shall comprise of following original documents to be submitted for the package prior to submission of bid.

(i). Tender Cost

(ii) Tender processing fee.

(iii) EMD

(iv) Power of Attorney (original /notarized copy) for signing the bid document.

(v) In case of local Micro and small Enterprises(MSEs) , based in Odisha ,registered with respective DICs, Khadi, Village, Cottage & Handicrafts Industries, OSIC and NSIC participating in the tender they have to submit notarized hard copy of valid registration as local MSE as above on or before the date and time of submission of technical bid.

(vi) Affidavit towards pending litigation with OPTCL -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.

(B) SOFT COPY: Soft copy of the bid shall comprise of following documents to be uploaded on the www.tenderwizard.com /**OPTCL portal** as per provisions therein.

ON LINE FILLING UP BID TEMPLATE

(i) The Electronic Form/Template of Techno –Commercial bid (Part-I), as available on the portal, shall be duly filled. Details of sheet available in Techno commercial bid are as follow.

- (1) Bidder’s Information.
- (2) Declaration form (As per Annexure-I)
- (3) Abstract of Terms and conditions in prescribed Proforma (As per Annexure-II).
- (4) Schedule of Quantity and delivery (As per Annexure-III).
- (5) Schedule of Prices (As per Annexure-V).
- (6) Commercial deviation (Annexure-IX)
- (7) Technical deviation (Annexure-X)
- (8) Qualifying requirement data (Annexure-XI)

UPLOADING OF DOCUMENTS

In addition to above, the following Attachments (Scanned copy) are to be uploaded in tender portal as a part of documents accompanying Techno commercial bid part-I. Size of each file (pdf, jpg) is limited to 5GB. In case the file size exceeds, the same can be uploaded in parts such. Attach 1A, 1B, 1C, 2A, 2B, 2C etc.

Sl No	Description	pdf, jpg file reference
1	Scanned copy of Tender cost, EMD Bid security Declaration , Tender processing fee	Attach 1.pdf
2	Scanned copy of Power of attorney	Attach 2
3	Credential in support of meeting Minimum Qualifying criteria	Attach 3.pdf
4	Scanned copy of latest type test certificate of materials/equipment offered. (Type tests should have been conducted within 5 years prior to the dated tender opening and not earlier).	Attach 4.pdf
5	Scanned copy of List of orders executed for similar items during preceding four years indicating the customer’s name & P.O. copies.	Attach 5.pdf
6	Scanned copy of List of Orders in hand to be executed	Attach 6.pdf
7	Scanned copy of Data on past experience as per Clause-7 of G.T.C.C of the Specification (Bids may not be considered if the past manufacturing experience is less than 04 (Four) Years on date of bid opening.	Attach 7.pdf
8	Scanned copy of Annual Audited Balance Sheet & Profit Loss Accounts for the previous 03(Three) Years with UDIN number & the Income tax return acknowledgement	Attach 8.pdf
9	Scanned copy of GST Regn. Certificate, GST Compliance Rating, PAN	Attach 9.pdf
10	Scanned copy of document claiming exemption of EMD/Tender cost/Document in support being Local MSE.	Attach 10.pdf

11.2 PRICE BID (PART-II):

ON LINE FILLING UP BID TEMPLATE

The Electronic Form/Template of the Price bid (Part-II), as available on the portal, shall be duly filled.

12.0 BID PRICE:

12.1 Tenderers are requested to quote VARIABLE (PV) price only. PV shall be allowed as per IEEMA given below. No other formula shall be allowed by OPTCL.

For the procurement Contracts, the price variation shall be allowed for below items

1. Substation & Transmission Line Tower Structure materials including Nuts & Bolts,

The quoted price shall be variable as per IEEMA PVC

The IEEMA formula as on date of opening of tender shall be applicable. Whenever IEEMA formula is amended subsequently, the same shall be applicable from the effective date mentioned therein with two stage computation for the period prior to amendment and subsequent to amendment.

Computational procedure

- IEEMA PV formula shall be made applicable on 95% of taxable value (Discovered in OPTCL tenders/negotiated including freight and insurance) considering 5% towards freight and loading & unloading cost
- There would be ceiling of 20% on positive side and no ceiling on negative side for price variation. However increase beyond 15% can be given in exceptional cases only.
- When the actual delivery date is within the contract delivery date, the PV will be calculated considering the actual delivery date (the date on which the item is notified as being ready for inspection/dispatch or in the absence of such notification, the date of manufacturers dispatch note is to be considered as the date of delivery.

When the actual delivery date is after the contract delivery date, the PV will be calculated considering the scheduled delivery date or the date of offer for inspection or the actual delivery date, whichever is advantageous to the purchaser.

- Price variation bills/ debit or credit notes are to be submitted by the firm for the item that are subject to variable price for a quarter
- In case of upward revision of price due to price variation, the BG for 10% of differential amount shall be submitted within 15 days of approval of Price Variation

12.2 Revision of Tender Price by Bidders:

(a) After opening of tenders and within the validity period, no reduction or Enhancement in price will be entertained. If there is any change in price, the tender shall stand rejected and E.M.D. deposited shall be forfeited. In case of bidders who are exempted from depositing E.M.D. and who revise their price within the validity period, the bids for similar items against subsequent tender call notice of OPTCL, may not be considered.

(b) If required, the Tenderers may be asked to extend the validity period of bids under the same terms and conditions as per the original tender except for the change in delivery period, In such an event the Tenderers are free to change any or all conditions of their bids including price at their own risk.

13.0 PRICE BASIS AND PAYMENTS

The Bidders shall quote **VARIABLE (PV)** price only as per details given in Clause 12.1 above. Basic Price (Taxable value for Goods) at the point of destination” shall mean the price quoted by the bidder for equipment and material at the consignee’s store/site. The cost is inclusive of packing, forwarding, freight, insurance and all expenses and taxes & duties at the end of the supplier excluding Goods & Service Tax. The Goods & Service Tax shall be shown in a separate column item wise alongside the Basic Price quoted

at the applicable rate in the Tax Invoice. The applicable rate of GST shall refer to the HSN code of the material supplied. The Basic Price and GST thereon shall be the “FOR Destination Price” as quoted by the bidder. Bidder shall indicate bid prices in Indian Rupees only.

14.0 TAXES AND DUTIES

14.1 Goods and Services Tax and other levies payable by the Bidders in respect of the transaction between the Bidders and their vendors/sub-suppliers while procuring any materials shall be quoted in the bid price and no claim on this behalf will be entertained by the Owner.

14.2 As regards the Income Tax, surcharge on Income Tax and other corporate taxes the Bidder shall be responsible for such payment to the concerned authorities.

15.0 TIME SCHEDULE

The basic consideration and the essence of the contract shall be strict adherence to the time schedule for performing the specified works i.e. delivery of structural materials within the time specified from the date of placement of the order.

16.0 INSURANCE

The Bidder's insurance liabilities pertaining to the scope of works are detailed out in clauses titled 'Insurance' in General Terms and Conditions of Contract. Bidder's attention is specifically invited to these clauses. Bid price shall include all the cost in pursuance of fulfilling all the insurance liabilities under the Contract.

17.0 BID GUARANTEE

17.1 The Bidder shall furnish, as part of its bid, bid guarantee for an amount as specified in Notice Inviting Tender No CPC-12/2024-25. The bid guarantee shall be valid for a period of 240 days from the date of opening of bids.

17.2 The bid security is required to protect the owner against the risk of Bidder's conduct, which would Warrant the guarantee forfeiture, pursuant to Clause 17.7. The bid guarantee shall be made payable to the owner without any condition whatsoever.

17.3 The tender shall be accompanied by Earnest Money deposit of value specified in the notice inviting tenders against each lot / bid. Tenders without the required EMD as indicated at **Annexure-VI** will be rejected out rightly The local Micro and small Enterprises(MSEs) , based in Odisha, registered with respective DICs, Khadi, Village, Cottage & Handicrafts Industries, OSIC and NSIC can participate by submitting Earnest Money Deposit @ fifty percent of the amount indicated in the Notice Inviting Tender. The earnest money deposit shall be furnished in one of the following forms subject to the conditions mentioned below:

~~(a)Cash: Payable to drawing & disbursing Officer, OPTCL (Hd. qrs. Office), Bhubaneswar-751022~~

(b)Bank Draft: To be drawn in favour of Drawing & Disbursing Officer, OPTCL [H. Qrs. Office], Bhubaneswar-751 022.

(c)Bank Guarantee: BG from any Nationalized/Scheduled Bank strictly as per enclosed proforma vide **Annexure-IV** to be executed on non-judicial stamp paper worth Rs.29.00 or as applicable, as per prevailing laws in force and also to be accompanied by the confirmation letter of the issuing Bank Branch.

NOTE:

(i) **Performance Bid security to be deposited after enlistment in the rate contract.**

- (ii).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.
- (iii)No interest shall be paid on the Earnest Money Deposit.
- (iv) The Earnest Money Deposit shall be furnished in any one of the forms indicated above (i.e. Through Bank Draft, Bank Guarantee/ National Savings Certificate).
- (iv)No adjustment towards EMD shall be permitted against any outstanding amount with the ODISHA POWER TRANSMISSION CORPORATION LTD.
- (v)The chart showing particulars of EMD to be furnished by Tenderers of different categories is placed at Annexure-VI.
- (vi) 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 security money referred to at clause-19 of Section-II.
- (vii) 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.
- (viii) EMD will be forfeited if the tenderer fails to accept the letter of intent and/or purchase order issued in his favour or to execute the order, placed on them.
- (ix) Tenders not accompanied by Earnest Money shall be disqualified.

17.4 Any bid not secured in accordance with clause No 15.1 and 15.3 above will be rejected by the owner as non-responsive.

17.5 Unsuccessful Bidder's bid guarantee will be discharged/returned as promptly as possible but not later than 60 days after the expiration of the period of bid validity prescribed by the owner.

17.6 The successful Bidder's bid guarantee will be discharged upon the Bidder's executing the contract and furnishing the Contract Performance Security.

17.7 The bid guarantee may be forfeited under the following conditions:

(a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid form OR (b) In case of a successful Bidder, if the Bidder fails to furnish the Performance Guarantee.

17.8 The bid guarantee shall be submitted prior to last date and time for submission of bid. Any bid without EMD shall not be opened and in accordance with provisions of this clause shall be rejected by the owner.

17.9 No interest shall be payable by the owner on the above bid security.

18.0 PERIOD OF VALIDITY OF BIDS

18.1 Bids shall remain valid for 180 days from the date of bid opening prescribed by the owner. A bid valid for a shorter period will be rejected by the owner as non-responsive.

18.2 In exceptional circumstances the owner 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 FAX~~). The bid security provided under clause 19.0 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.

C. MODE OF SUBMISSION OF BID:-

(i)The bidder shall submit the bid in Electronic Mode only i.e. in www.tenderwizard.com/OPTCL portal. The bidder must ensure that the bids are received in the specified website of the OPTCL by the date and time indicated in the Tender notice.

(ii) Bids submitted by telex/telegram will not be accepted.

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

19.0 PARTICIPATION IN e-TENDER:

19.1 ACQUISITION OF DIGITAL SIGNATURE CERTIFICATE

- (i) For all the users it is mandatory to procure the Digital Signatures.
- (ii) Contractors / Vendors / Bidders / Suppliers are requested to follow the below steps for registration:

19.2: REGISTRATION IN TENDER WIZARD PORTAL

- (a) Log in www.tenderwizard.com/OPTCL. Click “Register”, fill the online registration Form
- (b) Pay the amount of Rs. 2360/- through DD/e-payment in Favour of “KSEDC LTD” Payable at Bangalore. The contractors /vendors/bidders/supplier 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

19.3: ON LINE REQUEST FOR e-tender DOCUMENTS.

- After viewing Tender Notification in 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). If any Bidder wants to participate in the tender he will have to follow the instructions given below
- (e) 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)
 - (f) Click / Double Click to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer).
 - (g) Go to Start > Programs > Internet Explorer. Type www.tenderwizard.com/OPTCL in the address bar, to access the Login Screen.
 - (h) 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
 - (i) Click “Un Applied” to view / apply for new tenders
 - (j) 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
 - (k) Click to view the tender documents which are received by the user. Tender document screen appears.
 - (l) Click “Click here to download” to download the documents

19.4 ON LINE SUBMISSION OF BID

- (a) Prior to submission of bid, the bidder has to furnish the tender cost, tender processing fee, EMD and BID SECURITY after enlistment in R/C as specified in the tender notification.
- (b) After completing all the formalities Bidders will have to submit the tender as specified in clause No 11.1, 11.2 and they must take care of all instructions. Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not. Note down / take a print of bid control number once it displayed on the screen
- (c) Tender Opening event can be viewed online
- (d) Competitors bid sheets are available in the website for all

NOTES:

- (1)For any e-tendering assistant contact help desk number, 080- 40482000(Bangalore)., **OPTCL HELP DESK- 09937140591**

(2) The participants to the tender should be registered under ODISHA Sales Tax Act, VAT Act/Central sales Tax Act.

20.0 DEADLINE FOR SUBMISSION OF BIDS

20.1 Soft copy of the bid shall be uploaded through the portal **www.tenderwizard.com /OPTCL** on or before the submission time and date as stipulated in the bidding document. Tender cost, tender processing fee, EMD ~~Bid Security~~, Power of Attorney, must be received by the Employer at the address 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.

20.2 The Employer may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents for the reasons specified therein at any time prior to opening of, in which case all rights and obligations of Employer and bidders will thereafter be subject to the deadline as extended.

21.0 LATE BIDS

21.1 After expiry of on line requisition time, bid documents (Techno commercial bid & Price bid, excel format) cannot be uploaded from the tender portal.

21.2 after expiry of bid submission time, neither bid document (Techno commercial bid & Price bid, excel format) & scanned copy of documents comprising bid cannot be uploaded on the tender portal. The bidder shall not be permitted to submit the same by any other mode. In such case, even if the bidder has submitted the specific documents in hard copy in original (viz., ~~bid security~~-EMD, tender cost) within the stipulated deadline, its bid shall be considered as late bid. The hard copy submitted [specific documents (viz., EMD ~~bid security~~)] Hard copy of the bid received by the Employer after the deadline for submission of bid prescribed by the Employer pursuant to ITB Clause 19.0 will be considered as late bid even if the bidder has uploaded the soft part of the bid within the stipulated deadline. In such a case, the soft part of the bid uploaded on the portal shall be sent unopened to 'Archive' and shall not be considered at all any further.

22.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

22.2 The Bidder's modifications shall be done and submitted as follows:

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

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

22.4 No bid shall be modified/ withdrawn subsequent to the dead line for submission of bids. Withdrawal/modification of bid before the expiry of bid validity shall result forfeiture of EMD, pursuant to ITB Sub-Clause 17.7.

23.0 INFORMATION REQUIRED WITH THE PROPOSAL

23.1The Bidder, along with his proposal, shall submit a list of recommended erection equipment's, tools which will be required for the purpose of erection of equipment and materials supplied under the contract.

23.2 In case the 'Proposal' information contradicts specification requirements, the specification requirements will govern, unless otherwise brought out clearly in the Technical/Commercial Deviations schedule.

D. BID OPENING AND EVALUATION

24.0 OPENING OF BIDS BY OWNER

The owner will open bids in the presence of Bidders' representatives who choose to attend at the date and time for opening of bids or in case any extension has been given thereto, on the extended bid opening date and time notified to all the Bidders who have participated in on line bidding.

25.0 CLARIFICATION OF BIDS

24.1 To assist in the examination, evaluation and comparison of bids of owner may, at its discretion, ask the Bidders for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

26.0 PRELIMINARY EXAMINATION

26.1 The owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

26.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of the errors as above, his Bid will be rejected and the amount of Bid guarantee forfeited. The Bidder should ensure that the prices furnished in various Price bid Part-II, are consistent with each other. In case of any inconsistency in the prices furnished in the specified price schedules to be identified in Bid Form for this purpose, the owner shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of the contract use the lowest of the prices in these schedules.

26.3 Prior to the detailed evaluation, the owner will determine the substantial responsiveness of each bid to the Bidding Document. For purpose of this clause, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period of the equipment or which limits in any way the responsibilities or liabilities of the Bidder of any right of the owner as required in these specifications and documents. The owner's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

26.4 A bid determined is not substantially responsive will be rejected by the owner and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

26.5 The owner may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

27.0 CONTACTING THE OWNER

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by the owner to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the owner and/or his employees/representatives on matters related to the bids under consideration. The owner, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personal contacts as may be necessary. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

E. AWARD OF CONTRACT

28.0 AWARD CRITERIA

The owner will award the RATE CONTRACT ORDER to the successful bidders under the following conditions.

- (i) The Bidder, whose bid has been determined to be substantially responsive.
- (ii) The Bidder, who has agreed to accept the lowest price arrived after price bid evaluation against the tender
- (ii) The Bidder, who is determined to be qualified to perform the contract satisfactorily.

The owner shall be the sole judge in this regard.

29.0 OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the owner's action.

30.0 NOTIFICATION OF AWARD

30.1 Prior to the expiration of the period of bid validity and extended validity period, if any, the owner will notify the successful Bidder in writing by registered letter /e-mail / fax, to be confirmed in writing by registered letter, that its bid has been accepted.

30.2 The notification of award/Rate contract order and subsequent acceptance furnished by the bidder will constitute the formation of the Contract.

30.3 Upon the successful Bidder's furnishing of contract performance security pursuant to clause 32.1 the owner will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to clause 15.6.

31.0 SIGNING OF CONTRACT

31.1 Within 15 days of issue of Rate Contract Order, the successful Bidder shall sign and date the same and return it to the owner as a token of acceptance of the Order.

31.2 The notification of award/Rate contract order and subsequent acceptance furnished by the bidder will constitute the formation of the Contract.

32.0 CONTRACT PERFORMANCE SECURITY & COMPOSITE BANK GUARANTEE.

32.1 As a Contract Performance Security, the successful Bidder, who has furnished acceptance to the rate contract order, shall be required to furnish a Demand Draft in favour of DDO, Hqrs , OPTCL, BBSR for an amount of Rs 1,00,000.00(Rupees One Lakh only) which shall be kept valid for the entire rate contract period. A Composite Bank Guarantee as per the Proforma enclosed at Annexure-VII of the specification for 10% [ten percent] of the total FORD cost of the purchase order(In case of successful bidder who is a local Micro and small Enterprise(MSEs) based in Odisha, registered with respective DICs, Khadi, Village, Cottage & Handicrafts Industries, OSIC and NSIC 05% (Five percent)), shall be furnished from any nationalized/scheduled bank having a place of business at Bhubaneswar, to the office of Sr.General Manager [Central Procurement Cell] OPTCL within 30 days from the date of issue of the purchase order. The BG shall be executed on non judicial stamp paper worth of Rs.29.00 [Rupees twenty nine] only or as per the prevalent rules, valid for a 20(Twenty) months from the last date of stipulated delivery period for scrutiny and acceptance, failing which the supply order will be liable for cancellation without any further written notices. The BG should be accompanied by a confirmation letter from the concerned bank and should have provision for encashment at Bhubaneswar, before the Bank Guarantee is accepted and all concerned intimated. The B.G should be revalidated as and when intimated to you to cover the entire guarantee period. The Contract Performance Guarantee is intended to secure the performance during the entire Rate Contract Period. The Contract Performance Guarantee will be returned to

the Contractor without any interest after its validity period subject fulfilment of conditions stipulated in the Tender Specification.

32.2 No interest is payable on any kind of Bank Guarantee.

32.3 In case of non-fulfillment of contractual obligation as required in the detailed purchase order/specification, the composite Bank Guarantee shall be forfeited.

32.4 The Composite Performance Bank guarantee amount on the full order value shall be deducted from the first claim of the supplies made in cases where no Composite Bank Guarantee is furnished.

32.5 In case of enhancement of Prices due to application of Price Variation clause, the supplier shall furnish the differential CPBG to cover the 10% of the enhanced PO Values including GST.

32.6 The successful Bidder guarantees the successful and satisfactory operation of the Tower structural & Substation structural supplied against the purchase order and as per the technical specifications, GTP & Drawings.

32.7 The successful Bidder further guarantees that the Tower structural & Substation structural supplied/ and erection done there after shall be free from all defects in design, material and workmanship and shall upon written notice from the owner fully remedy free of expenses to the owner such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the General Terms and Conditions in this Vol. I.

33.0 Inspection & Testing: Expenses in respect of OPTCL's representative for witnessing the inspection & testing of the offered equipment/materials at the inspection and testing site.

The testing and inspection of the equipment/ materials at manufacturer works are in the scope of work of the Contractor/Supplier. OPTCL inspecting officer, on receipt of offer for inspection from the contractor/supplier, proceeds to the manufacturer works to witness the Type/Acceptance/Routine test.

Important:

It is hereby informed to all the bidders that the relevant clauses of the contract specification, pertaining to inspection and testing of equipment/materials, are hereby supplemented with following additional terms and conditions.

The expenses under the following heads, in respect of OPTCL's representative for witnessing the inspection & testing of the offered equipment/materials at the inspection and testing site, shall be borne by the contractor / supplier.

a) Hotel Accommodation:

(i) Single room accommodation in 4 star hotel for the OPTCL inspecting officer of the rank of Assistant General Manager (Grade E-6) and above.

(ii) Single room accommodation in 3 star hotel for the OPTCL inspecting officer of the rank below Assistant General Manager (Grade E-6).

N.B.: It is the responsibility of the contractor to arrange the hotel accommodation matching with their inspection and testing schedule, so that the inspecting officer can check-in the hotel one day prior to the date of inspection and check out after the completion of the inspection, subject to availability of the return travel ticket. In case of extended duration of inspection or non-availability of the return travel ticket, Contractor/supplier/manufacturer shall arrange for the extended stay of the inspecting officer in the Hotel accordingly. In case there is no hotel with prescribed standard in and around the place of inspection, the contractor/supplier/manufacturer shall suggest alternative suitable arrangement at the time of offer for inspection, which is subjected to acceptability of OPTCL inspecting officer.

b) Journey of the inspecting officer:

(i) To and fro travel expenditure from the Head Quarters of the inspecting officer to the place of inspection/testing shall be borne by the contractor/supplier/manufacturer. Journey from the Head Quarters of the inspecting officer to the nearest Air Port by train (Ist/IIInd A.C) & A/C Taxi then by Air to the place of inspection/testing or to the nearest place of inspection/testing and then by train (Ist/IIInd A.C) & A/C taxi to the place of inspection/testing shall be arranged by the contractor/supplier/manufacturer.

(ii) For train journey, inspecting officer of the rank Assistant General Manager and above shall be provided with 1st class AC ticket and inspecting officer below the rank of Assistant General Manager shall be provided with 2nd class AC ticket.

(iii) The Air-ticket / train-ticket booking/cancellation is the responsibility of the contractor / supplier.

(iv) Moreover, if during the journey there is an unavoidable necessity for intermediate travel by road/ waterway/sea-route, the contractor/supplier shall provide suitable conveyance to the inspecting officer for travel this stretch of journey or bear the cost towards this. Any such possibilities shall be duly intimated to OPTCL at the time of their offer for inspection.

c) Local Conveyance:

At the place of the inspection/testing, for local journey of the inspecting officer between Hotel and inspection/testing site and or any other places, Air-conditioned four wheeler vehicle in good condition shall be provided by the contractor/supplier/manufacturer.

d) Following points are also to be considered:

(i) All the above expenses shall be deemed to be included in the bidder's quoted price for that supply item. Bidder shall not be eligible to raise any extra claim in this regard.

(ii) Contractor/supplier/manufacturer may assume that only in 40% of the inspection and testing offer cases, OPTCL inspecting officer, not below the rank of Assistant General Manager will witness the inspection and testing.

(iii) In case of inspection and testing of some critical equipment/materials like Power transformers, OPTCL may depute more than one inspecting officer.

(iv) Contractor/supplier/manufacturer shall judiciously plan the inspection/testing schedule and place of inspection/testing, so that optimum number of inspection/testing and minimum time shall be required to cover all the equipment/materials of the relevant contract package.

(v) It shall be the responsibility of the Contractor/Supplier to organize the above tour related matters of OPTCL inspecting officer including the matters related to overseas inspection/testing, if any.

34.0 Important Note: Bidders are requested to regularly visit website for amendment/errata/ corrigendum (if any) and any other information regarding these tenders. Bidders, who are downloading the bid document from website, are requested to inform OPTCL about their company details and address for communication.

35 Litigation/Arbitration

(i)- Bidder has to furnish detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years. A consistent history of litigation by or against the bidder may result in rejection of bid.

(ii) 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 liable for outright rejection/cancellation at any stage if any information contrary to the affidavit/declaration is detected.

END OF SECTION – INB