



ODISHA POWER TRANSMISSION CORPORATION LIMITED.

**OFFICE OF THE SENIOR GENERAL MANAGER,
CENTRAL PROCUREMENT CELL,
JANPATH, BHUBANESWAR - 751022**

**TENDER SPECIFICATION NO. SR.G.M -CPC-e TENDER-UNIFORM
FABRICS OF OPTCL-09 / 2022-23**

**TOWARDS PROCUREMENT OF
“UNIFORM FABRICS FOR THE EMPLOYEES OF OPTCL”**

TENDERING SCHEDULE:

Request for online tender documents : From Dt-**19.08.2022 (11.00 Hrs.)** To
Dt-**12.09.2022 (12.00 Hrs.)**

Last date of submission of Online tender : Up to **13.00 Hrs.** of dt-**12.09.2022**

Pre-bid Meeting Date, Time & Place : On Dt. **30.08.2022** at **11 AM**,
CPC Conference Hall, OPTCL Building, (1st Floor).

Date of opening of Tender : On **13.09.2022** at **15.00 Hrs.**



ODISHA POWER TRANSMISSION CORPORATION LIMITED
Janpath, Bhubaneswar-751022, Odisha.

e-NOTICE INVITING TENDER NO.– CPC- 09/2022-23

For & on behalf of Odisha Power Transmission Corporation Limited (OPTCL), Senior General Manager (CPC) invites tenders from reputed textile manufacturers in two part bidding system for Supply of the Uniform Fabrics for the employees of OPTCL as per the following details.

Tender Specification No.	Description of Item	Quantity	Last Date & Time of Submission of Bid.	Date & Time of Opening of Techno-commercial Bid
SR.G.M -CPC- e Tender- Uniform Fabrics of OPTCL- 09/2022-23	Shirting Fabric as per specification (Including 2CM X 3CM embroidered Corporate Logo)	5000 Pieces	Up to Dt.12.09.2022 at 13:00 Hrs (IST)	On Dt.13.09.2022 at 15.00 Hrs (IST)
	Suiting Fabric as per specification	5000 Pieces		

The interested bidders would be required to enroll themselves on the tender portal www.tenderwizard.com/OPTCL. Complete set of bidding documents are available at www.tenderwizard.com / **OPTCL** from Dt. **19.08.2022** at **11.00 Hrs** to Dt. **12.09.2022** at **12.30 Hrs**. Interested manufacturers may visit OPTCL's official web site <http://www.optcl.co.in> and www.tenderwizard.com/OPTCL for detail specification.

Any addendum/ corrigendum to the tender shall be floated in the OPTCL tender wizard www.tenderwizard.com/OPTCL only.

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

SENIOR GENERAL MANAGER [C.P.C.]

e-TENDER NOTICE NO. CPC- 09/2022-21

For and on behalf of the ODISHA POWER TRANSMISSION CORPORATION LTD., the undersigned invites tenders from reputed textile manufacturers in two part bidding system for Supply of the Uniform Fabrics for the employees of OPTCL in e- tendering mode only as per the following details.

Sl. No	Tender Specification No.	Description of materials.	Quantity In Nos.	Earnest Money Deposit (In Rs.)	Cost of Tender Spec. Document	Tender Processing fee.	Last date of submission of tender	Date of opening of tender
1	SR.G.M - CPC-e Tender-Uniform Fabrics of OPTCL-09/2022-23	Shirting Fabric as per specification (Including 2CM X3 CM embroider Corporate Logo)	5000 Pieces	NIL	Rs. 12,000 + 18%GST (Rs.14,160/-)	Rs 5,000/ + GST@ 18% (Rs 5,900/-)	Up to Dt.12.09.2022 - up to 13:00 Hrs (IST)	On Dt.13.09.2022 at 15.00 Hrs (IST)
2		Suiting Fabric as per the specification	5000 Pieces					

1. The bidders who want to submit bid shall have to pay a non-refundable amount of 14,160/- (Rupees Fourteen thousand One hundred & Sixty only including GST @ 18% to be paid online through e-payment gateway link provided in e-tender portal (by using Net Banking, Debit Card or Credit Card).
2. The bidders shall also have to pay a non-refundable amount of Rs.5900/- (Rupees Five thousand Nine Hundred only inclusive of GST @ 18%) towards tender processing fee to “**K.S.E.D.C.Ltd, Bangalore**”, in **e-payment mode**. The e-payment of above amount is to be made to enable the bidder to download the tender documents in electronics mode.
3. The bidders shall scan the Tender Cost & Tender processing fee and upload the same in the prescribed form in .gif or .jpg format.
4. 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”.
5. Any addendum/ corrigendum to the tender shall be floated in the OPTCL tender wizard www.tenderwizard.com/OPTCL only.
6. Any clarifications regarding the scope of work and technical features can be had from the undersigned during office hours.

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

SENIOR GENERAL MANAGER (CPC)



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

**TENDER SPECIFICATION NO. SR.G.M -CPC-e Tender-Uniform Fabrics of
OPTCL-09/2022-23**

CONTAINING

PART-I

SECTION – I: INSTRUCTIONS TO TENDERERS.

SECTION – II: GENERAL TERMS & CONDITIONS OF CONTRACT.

SECTION – III: LIST OF ANNEXURES. (SCHEDULES & PROFORMA)

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PART - II : PRICE BID.

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4.	Opening of Bids
5.	Purchaser's right regarding alteration Quantities, tendered.
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PART - I
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GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.]

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2.	Definition of terms
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4.	Inspection
6.	Rejection of materials.
7.	Experience of bidders
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19.	Bank Guarantee towards Security Deposit, Payment and Performance.
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COMMERCIAL SPECIFICATION

PART-I **SECTION-I**

INSTRUCTION TO TENDERER

1. Submission of Bids: -

The bidder shall submit the bid in Electronic Mode only i.e www.tenderwizard.com/OPTCL. The bidder must ensure that the bids are received in the specified website of the OPTCL by the date and time indicated in the Tender notice. Bids submitted by telex/telegram will not be accepted. No request to collect the Bids in physical form will be entertained by the OPTCL. The OPTCL reserves the right to reject any bid, which is not submitted according to the instruction, stipulated above. The participants to the tender should be registered under GST Laws.

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

6. After making the request Bidders will receive the Bid Documents which can be checked and downloaded by following the steps mentioned below:
 - Click to view the tender documents which are received by the user.
 - Tender document screen appears.
 - Click “Click here to download” to download the documents.
7. After completing all the formalities Bidders will have to submit the tender and they must take care of following instructions.
 - Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not.
 - Note down / take a print of bid control number once it displayed on the Screen.
8. Tender Opening event can be viewed online.
9. Competitors bid sheets are available in the website for all.
10. For any e-tendering assistant contact help desk number mentioned below
 - Bangalore – 080- 40482000.
 - Bhubaneswar - 09937040591

2. Division of Specification.

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

Part-I Consists of

- | | | |
|-------|-------------|---|
| [i] | Section-I | Instruction to Tenderers. |
| [ii] | Section-II | General terms and conditions of contract. |
| [iii] | Section-III | Schedules and forms etc. |
| [iv] | Section-IV | Technical Specification. |

Part-II Consists of

- [i] Abstract of price components as per Annexure-V
- [ii] Schedule of prices as per Annexure-VI

3. Tenders shall be in Two Parts

The Tenderers are required to submit the tenders in two parts. Part-I shall be techno-commercial & and Part-II shall be-“Price Bid”.

4. Opening of Bids.

- [a] The part-I shall be opened on the date and time fixed by the OPTCL. Bids will be opened in Electronic mode in presence of the Tenderers or their authorized representatives [limited to one person only] on the due date of opening of tender. After scrutiny of the technical particulars and other commercial terms, clarifications, if required, shall be sought for from the bidders. The Tenderers shall be allowed 15 days’ time for such activity.
- [b] On receipt of technical clarification, the bids shall be reviewed, evaluated and those not in conformity with the technical Specification / qualifying experience, shall be rejected. If any of the technical proposals requires modification to make them comparable, discussion will be held with the participating bidders.

All the responsive bidders shall be given opportunity to submit the revised technical and revised price proposals as a follow up to the clarification (modification if any) on the technical proposals. The qualified bidders shall be given opportunity to submit revised price proposals within 15 days from the date of such discussion or within time frame mutually agreed, whichever is earlier.

- [c] When the revised price proposals are received, only the revised technical and price proposals will be considered for bid evaluation. The price bids [Part-II] of such of the Tenderers, whose tenders have been found to be technically and commercially acceptable, including those supplementary revised price bids, submitted subsequently, shall be opened in the presence of the bidder's representative on a date and time which will be intimated to all technically and commercially acceptable Tenderers.
- [d] The bidders are required to furnish sufficient information to the Purchaser to establish their qualification, capacity to manufacture and/or supply the materials/perform the work. Such information shall include details of bidder's experience, its financial, managerial and technical capabilities.
- [e] The bidders are also required to furnish details of availability of appropriate technical staff and capability to perform after sales services. The above information shall be considered during scrutiny and evaluation of bids and any bid which does not satisfactorily meet these requirements, shall not be considered for price bid evaluation.
- [f] The price bids of the technically and otherwise acceptable bids shall only be evaluated as per the norms applicable in terms of this Specification.
- [g] Tenderers are requested to go through the Technical requirements thoroughly and carefully and it may be noted that furnishing of all information, as required in the enclosed Annexure is mandatory. In case, any of the annexure, duly filled in, is not found furnished, as required in the enclosed annexure, the Tender will be treated as incomplete and will be liable for rejection without any correspondence by the purchaser.

5. Purchaser's Right Regarding Alteration of Quantities Tendered:

The Purchaser may alter the quantities of materials/equipment at the time of placing orders. Initially the purchaser may place orders for lesser quantity with full freedom to place extension orders for further quantity under similar terms and conditions of the original orders. The Purchaser may, as its discretion increase or decrease the quantity as per above tender.

Orders may also be split among more than one techno-commercially responsive Bidder for any particular item, if considered necessary in the interest of the Purchaser to get the goods/equipment earlier.

6. Procedure and opening time of tenders.

Tenders will be opened in the office of the Senior General Manager [C.P.C.] on the specified date and time in presence of the Bidders or their authorized representatives [limited to one person only] in case of each bidder who may desire to be present, at the time of opening the bids.

7. Bidder's Liberty to deviate from Specification.

No technical/commercial deviations shall be allowed and in case of any deviation furnished by any bidder, their bid shall be liable for rejection.

8. Eligibility for submission of bids.

Only those bidders, who have deposited the cost of tender specification document, proof towards tender processing fee & bid security declaration are eligible to participate in the tender. They should deposit the above on or before scheduled date & time of opening of techno-commercial bid.

9. Purchaser's right to accept/reject bids:

The purchaser reserves the right to reject any or all the tenders without assigning any reasons what so ever, if it is in the interest of OPTCL under the existing circumstances. [Read with clause-10, Section-II of the specification].

10. Mode of submission of Tenders.

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

11. Bid Security declaration to be furnished in Annexure-I.

12. Validity of the Bids:

The tenders should be kept valid for a period of 180(One hundred eighty) days from the date of opening of the tender, failing which the tender will be rejected.

13. BID PRICE:

- i) Prices quoted by the bidder shall be Firm for all items as per Specification and the quotations should be based on price, inclusive of packing, forwarding, freight, GST & other local taxes, handling charges (including unloading and part-wise stacking) at the Destination stores/site and insurance to cover the transport by road from the bidder's works to site/stores.
- ii) It is the responsibility of the bidder to inform himself of the correct rates of duties and taxes, leviable on the material at the time of bidding.
- iii) If the rates of statutory levies, assumed by the Bidder are less than the correct rates, prevailing at the time of tendering, the OPTCL shall not be responsible for such errors. If the rates of statutory levies, assumed by the Bidder are later proved to be higher than the actual/correct rates, prevailing at the time of tendering, the difference shall be passed on to the credit of the OPTCL. If the rates of statutory levies, assumed by the bidder increase due to increase in turnover, the increase shall be borne by the Bidder.
- iv) In case, the bidder is exempted from paying GST, such bidder shall invariably enclose a copy of certificate of exemption from Goods & Services Tax. Offers with exemption from Goods and Services Tax shall be accompanied with authenticated proof of such exemption. Authenticated proof for this clause shall mean attested Photostat copy of exemption certificate. Any claim towards Goods and Services Tax shall be paid on actual basis subject to production of authenticated documentary evidence.
- v) The proforma credit, available to the bidder on the purchase of inputs (raw materials), consequent to the introduction of GST may be taken in to account, while quoting the prices. The duties and taxes, if any, payable extra may be stated.

- vi) The bid price shall be in Indian rupees.
- vii) GST and other local taxes, which will be payable for goods and services, specified under this contract shall be included in the Bid price and they shall be indicated separately both in lump sum and percentage.
- viii) **The Bid price shall be written both in words and figures.** In case of conflict between the figures and words, the latter shall prevail.

14. **Revision of tender price by Bidders:** -

- [a] After opening of tenders and within the validity of period, no reduction or enhancement in price will be entertained. If there is any change in price, the tender shall stand rejected.
- [b] After opening of price bid if the validity period is not sufficient to place purchase order, the tenderer may be asked by the purchaser to extend the validity period of the bid under the same terms and condition as per the original tender.
However, the tender are free to change any or all conditions including price except delivery period of their bids at their own risk, if they are asked by the purchaser to extend the validity period of the bid prior to opening of price bid.

15. **Bidders to be fully conversant with the Specification:** -

The bidder is deemed to have carefully examined all instructions, formats, terms and meaning of all the clauses of the specification. Failure to furnish all information, required by the Bidding documents or submission of a bid, not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of his bid. In case of doubt regarding the meaning of any clause, instruction, format and terms, the bidder may seek clarification in writing from the Senior General Manager (CPC) OPTCL and must ensure that the same is received by CPC, not later than 10(ten) days prior to the deadline for submission of bids.

16. **Documents to Accompany Bids.**

Bidders are required to submit tenders in the following manner:

Part-I of the Tender shall contain the following documents.

- [i] Declaration Form. **[As per Annexure-I]**
- [ii] ~~Earnest Money/ documents in support of exemption from earnest Money Deposit if any.~~
[As per Annexure-VII]
- [iii] Abstract of Terms & conditions in prescribed proforma as per **Annexure-II.**
- [iv] General Terms & Conditions of supply offer as per Section-II of the Specification.
- [v] List of orders executed by the bidder indicating the customer's name, Purchase Order No. & Date, date of supply etc.
- [vi] Data on past experience as per **Clause-7 of Section-II** of the specification.
- [vii] Rating under Goods & Services Tax, GST Registration Certificate. The permanent account number [PAN] of the firm is required under Income tax Act.
- [viii] CA Certified copies of Audited Balance sheet & profit loss accounts of the bidder for past 3 (three) years.

- [ix] Schedule of quantity and delivery in the prescribed Proforma vide Annexure-**IV**.
- (x) Check list for qualifying requirements as per **Annexure-III**.
- (xi) Other Annexures as per Section-III of this specification.
- (xii) Abstract of Price components as per **Annexure-V**.
- (xiii) **One shirt piece of 1.6 Mtr Length & 1.5 Mtr Width and one trouser piece of 1.3 Mtr Length & 1.5 Mtr Width.**

(xiv) Bidders are advised to number all pages of their Tender documents along with the Annexures and submit (upload) the tender as well as they will mention "List of contents" in a separate document and clearly indicating description of the documents and page numbers, failing which their Tender(s) is/are liable for outright rejection.

The documents such as copies of purchase orders, User certificates, performance certificates, audit reports, balance sheets, Tax clearance certificates, which are issued by external agencies in the favour of the tenderer, will be submitted, failing which these documents may not be considered for evaluation.

Part-II Bid shall accompany with the following documents

- [i] Schedule of prices in the prescribed proforma as per **Annexure-VI**.

17. Conditional Offer

Conditional offer shall not be accepted and shall be liable for rejection at the discretion of the purchaser.

18. Affidavit towards correctness of documents & information furnished by the bidders:-

The bidders are required to furnish an affidavit (Format enclosed as Annexure-XIV of Section-III), towards correctness of documents & information furnished in their bids.

19. General:

- (i) In the event of discrepancy or arithmetical error in the schedule of price, the decision of the purchaser shall be final and binding on the Tenderer.
- (ii) For evaluation, the price mentioned in words shall be considered if there is any difference in figures and words in the price bid.
- (iii) Notice inviting tender shall form part of this specification.

- (iv) The price bids of the techno-commercially and otherwise acceptable bids shall only be evaluated. The price bids of the others along with the EMD, if any, shall be returned to the bidders.
- (v) Tenderer can offer any lot or all the lots of the tender, if there are more than one lot. But the tender (bid) must be furnished separately for each lot. For each lot, the tenderer has to submit PART-I & PART-II of the bids separately.
- (vi) It should be distinctly understood that the part-II of the bid shall contain only details/documents relating to price, as outlined in clause-16 mentioned herein above. Inclusion of any of the documents/information etc. shall render the bid liable for rejection.
- (vii) The tenderer must submit cost of tender document and documents towards e-payment of Tender processing fee, copy of GST registration number, Affidavits towards no pending litigation in a sealed cover envelope super scribing the tender specification number, Tender Notice No & Date opening of tender clearly on the cover envelope. The said envelope is to be submitted in the office of the purchaser on or before the date and time of opening of techno-commercial bid.

20. 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 a 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.
- 21.** The bidders are required to give an undertaking(In Annexure-V) that, entire implication of lower tax and input tax credit benefit have been fully passed on to the purchaser as per anti-profiteering and other provisions under GST law while quoting tender price.

PART-I
SECTION-II

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

1. Scope of the contract:

The scope of the contract shall be to design, manufacture, supply of materials as per the specification at the consignee's site, and rendering services in accordance with the enclosed technical specification.

2.0 Definition of terms:

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

- 2.1 "The Purchaser" shall mean the Senior General Manager [Central Procurement Cell] for and on behalf of ODISHA POWER TRANSMISSION CORPORATION LIMITED, Bhubaneswar.
- 2.2 "The Engineer" shall mean the Engineer appointed by the Purchaser for the purpose of this contract.
- 2.3 "Purchaser's Representative" shall mean any person or persons or consulting firm appointed and remunerated by the Purchaser to supervise, inspect, test and examine workmanship and materials of the equipment to be supplied.
- 2.4 "The supplier" shall mean the bidder whose bid has been accepted by the purchaser and shall include the bidder's executives, administrators, successors and permitted assignees.
- 2.5 "Materials" shall mean and include all machinery, apparatus, materials, and articles to be provided under the contract by the suppliers.
- 2.6 "Contract Price" shall mean the sum named in or calculated in accordance with the provisions of the contract as the "Contract Price" which shall include packing, forwarding, freight, insurance Goods and Services Tax and other taxes and duties as applicable at the time of opening of bids.
- 2.7 "General Condition" shall mean these General Terms and Conditions of Contract.
- 2.8 "The Specification" shall mean both the technical as well as commercial parts of the specification, annexed to or issued with GTCC and shall include the schedules and

- drawings, attached thereto as well as all samples and pattern, if any.
- 2.9 “Month” shall mean “Calendar month”.
- 2.10 “Writing” shall include any manuscript, type written, printed or other statement reproduction in any visible form and whether under seal or under hand.
- 2.11 “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.
- 2.12 The term “Contract document” shall mean and include GTCC, specifications, schedules, drawings, form of tender, Notice Inviting Tender, covering letter, schedule of prices or the final General Conditions, any special conditions, applicable to the particular contract.
- 2.13 Terms and conditions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act, failing that in the Orissa General Clauses Act.

3. Manner of execution:

All materials supplied under the contract shall be manufactured in the manner, set out in the Specification or where not set out, to the reasonable satisfaction of the Purchaser’s representative.

4. Inspection:

The quantity & quality of materials will be inspected by the officials of consignee units and defects if any will be reported to you within one month of receipt of materials at the destinations. You are required to replace the defective / short supplied materials if any immediately at the destinations free of cost to OPTCL.

6. Rejection of Materials.

In the event, any of the material supplied by the manufacturer is found defective due to faulty design, bad workmanship, bad materials used or otherwise not in conformity with the requirements of the Specification, the Purchaser shall either reject the material or ask the supplier in writing to rectify or replace the defective material free of cost to the purchaser. The supplier on receipt of such notification shall either rectify or replace the defective material free of cost to the purchaser within 30days of the date of such notification by the purchaser. If the supplier fails to do so, the purchaser may: -

- [a] At its option replace or rectify such defective materials and recover the extra costs so involved from the supplier plus fifteen percent (15%) and/or.
- [b] Terminate the contract for balance work/supplies, with enforcement of penalty Clause as per contract for the un-delivered goods and with forfeiture of Performance Guarantee/Composite Bank guarantee.
- [c] Acquire the defective materials at reduced price, considered equitable under the circumstances.

7. Experience of Bidders:

The bidders should furnish information regarding experience particularly on the following points:

- [i] Name of the manufacturer:
 - [ii] Standing of the firm and experience in manufacture of material quoted:
 - [iii] Description of material similar to that quoted & supplied with the names of the Organizations to whom supplies were made along with Purchase Order No. & Date.
 - [iv] Testing facilities at manufacturer's works.
- [v] A list of purchase orders of identical material offered as per technical specification along with user's certificate. User's certificate shall be legible and must indicate user's name, address, designation, place of use, and satisfactory performance of the materials.

8. Language and measures:

All documents pertaining to the contract including specifications, schedule, notices, correspondence, 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 this contract.

9. Deviation from specification:

No technical/commercial deviations shall be allowed and in case of any deviation furnished by any bidder, their bid shall be liable for rejection.

10. Right to reject/accept any tender:

The purchaser reserves the right either to reject or to accept any or all tenders if the situation so warrants in the interest of the purchaser. Orders may also be split up between different Tenderers on individual merits of the Tenderer. The purchaser has exclusive right to alter the quantities of materials at the time of placing final purchase order. After placing of the order, the purchaser may defer the delivery of the materials. The quantity of materials as per above tender may be increased or decreased at the discretion of the purchaser. It may be clearly understood by the Tenderer that the purchaser needs not assign any reason for any of the above action [s].

11. Supplier to inform himself fully:

The supplier shall examine the instructions to bidders, general conditions of contract, specification and the schedules of quantity and delivery to satisfy himself as to all terms and conditions and circumstances affecting the contract price. He shall quote price [s] according to his own views on these matters and understand that no additional allowances except as otherwise provided there in will be admissible. The purchaser shall not be responsible for any misunderstanding or incorrect information, obtained by the supplier other than the information given to the supplier in writing by the purchaser.

12. Patent rights etc.

The supplier shall indemnify the Purchaser against all claims, actions, suits and proceedings for the infringement or alleged infringement of any patent design or copy right protected either in the country of origin or in India by the use of any equipment supplied by the manufacturer, but such indemnity shall not cover any use of the equipment, other than for the purpose indicated by or reasonably to be inferred from the specification.

13. Delivery:-

Uniform Fabrics shall be supplied within 90 (Ninety) days from the date of issue of Purchase Order to the different units of OPTCL as per Annexure-IV. If, for any reason, the Manufacturers finds impracticable to supply the materials at destination within the stipulated time period, the Manufacturers shall intimate to the Purchaser in writing of such delay and may request for extension of delivery period which is at the sole discretion of the Purchaser to grant such extension or cancel the order altogether.

14. PACKAGING:

One shirt piece of 1.6mtrs length x 1.5 mtrs. width and one trouser piece of 1.3 mtrs length x 1.5 mtrs width shall be packed in separate poly bags and several such bags will be packed together in carton of suitable size. The packing shall be made in suitable packing condition in order to avoid damage, dust etc. to the materials in transit.

The materials should be securely packed and dispatched directly to the specified site at the supplier's risk by Road Transport only.

Loading & unloading of Ordered Materials.

It will be the sole responsibility of the supplier for loading and unloading of materials both at the factory site and at the destination site/store. The Purchaser shall have no responsibility on this account.

15. Supplier's Default Liability.

- [i] The Purchaser may, upon written notice of default to the supplier, terminate the contract in circumstances detailed hereunder: -
 - [a] If in the judgment of the Purchaser, the supplier fails to make delivery of materials within the time specified in the contract or within the period for which extension has been granted by the Purchaser in writing in response to written request of the supplier.
 - [b] If in the judgment of the Purchaser, the supplier fails to comply with any of the provisions of this contract.
- [ii] In the event, Purchaser terminates the contract in whole or in part as provided in Clause-15 (i) of this section, the Purchaser reserves the right to purchase upon such terms and in such a manner as he may deem appropriate in relation to the material similar to that terminated and the supplier will be liable to the Purchaser for any additional costs for such similar material and/or for penalty for delay as defined in clause-22 of this section until such reasonable time as may be required for the final supply of equipment.
- [iii] In the event, the Purchaser does not terminate the contract as provided in clause 15(i) of this Section, supplier shall be liable to the Purchaser for penalty for delay as set out in Clause-22 of this section until the material is accepted. This shall be based only on written request of the supplier and written willingness of Purchaser.

16. Force Majeure:

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

17. Extension of time:-

If the delivery of material is delayed due to reasons beyond the control of the supplier, the supplier shall without delay give notice to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice may agree to extend the contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract.

18. Guarantee period: -

The fabrics covered by this specification should be guaranteed for satisfactory quality and against defects in design, materials and workmanship for a period of at least 6 [Six] months from the last date of delivery.

The last date of delivery shall be the date on which the fabrics are received at OPTCL's stores/sub-station site in complete shape and good condition.

The above guarantee certificate shall be furnished in triplicate to the purchaser for his approval. Any defect noticed during this period should be rectified by the supplier free of cost to the purchaser, within 15 days upon written notice from the purchaser, failing which provision of Clause-22 (ii) shall apply.

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

- (i) A Composite Bank Guarantee as per the proforma enclosed at **Annexure-VIII** of the specification for 3% (Three percent) of the total purchase order Price 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 15 days of issue of the purchase order. The BG shall be executed on non-judicial stamp paper worth of Rs.100.00 [Rupees one hundred] only or as per the prevalent rules, valid for a period of 08 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 issuing bank and should have provision for encashment at Bhubaneswar. The BG should be revalidated as and when intimated to cover the entire Guarantee Period.
- [ii] No interest is payable on any kind of Bank Guarantee.
- [iii] In case of non-fulfillment of contractual obligation, as required in the detailed purchase order/Specification, the composite Bank guarantee shall be forfeited.

20. Import License

In case, imported materials are offered, no assistance will be given for release of Foreign Exchange. The firm should arrange to import materials from their own quota. Equipment of indigenous origin will be preferred.

21. [A] Terms of Payment.

i) 100% taxable value of each consignment with 100% Goods and Services Tax in full as applicable will be paid on receipt of materials in good condition at stores/desired site and verification thereof, subject to furnishing and approval of a) Contract cum Performance Bank Guarantee at the rate 3% (Three percent) of Taxable Value plus GST thereon.

[In case successful bidder is a local Micro and small Enterprise (MSEs), based in Odisha & registered with respective DICs, Khadi, Village, Cottage & Handicrafts Industries, OSIC and NSIC, 3% (Three percent) in place of 5% (Five percent) will be applicable].

b) Guarantee certificate,

ii) TDS under GST Laws for intra state transactions shall be deducted, if applicable and requisite TDS certificate will be issued.

iii) Any statutory variation due to imposition of new tax or revision in rate of existing tax shall be paid/reimbursed based on scheduled delivery or actual delivery whichever is earlier (i.e. If delivery is within schedule period, statutory variation as applicable shall be paid, and if delivery is made beyond schedule date, any additional financial implication due to statutory variation shall be to the bidder's account)

[B] The payment shall be released by DDO, Hqrs Office, OPTCL on receipt of certificates from all the Consignees regarding successful delivery of uniform fabrics to the respective units.

22. Price Reduction Schedule for Delay in Completion of Supply under Purchase Order/Contract:-

(i) If the Supplier fails to deliver the materials within the delivery schedule, specified in the Purchase Order/Contract including delivery time extension, if any, granted with waiver of Price Reduction Schedule, the Purchaser shall recover from the Supplier, Price Reduction Schedule for a sum of half per cent (0.5 per cent) of the Taxable Value of the un-delivered materials for each calendar week of delay or part thereof. For this purpose, the date of receipted challan shall be reckoned as the date of delivery. The total amount of Price Reduction Schedule shall not exceed five per cent (5%) of the Taxable Value of the un-delivered materials. Materials will be deemed to have been delivered only when it is completely delivered as per technical Specification. If certain parts are not delivered in time, the materials will be considered delayed until such time as the missing parts are delivered.

(ii) During the guarantee period, if the Supplier fails to rectify/replace the material within 30 days from the date of intimation of defect by the purchaser, then the Price Reduction Schedule at the rate of half percent (0.5%) of the Total Taxable Value for each calendar week of delay or part thereof shall be recovered by the purchaser. For this purpose, Price Reduction Schedule

shall be reckoned from the 30th day from the date of issue of letter on defectiveness of material. The total amount of Price Reduction Schedule in this case shall not exceed 10% (TEN PERCENT) of the Purchase Order/Contract amount except GST (i.e.Total Taxable Value). If the defects, so intimated are not rectified or materials not replaced by the supplier within the guarantee period, then whole of the C.P.B.G. will be forfeited by the purchaser, without any intimation to the supplier.

The purchase order amount shall mean Taxable Value + GST and other local taxes. GST applicable, if any on penalty shall be extra.

23. Insurance

The Supplier shall undertake insurance of materials covered by this Specification unless otherwise stated. The responsibility of delivery of the materials at destination in good condition rests with the Supplier. Any claim with the Insurance Company or transport agency arising due to loss or damage in transit has to be settled by the supplier. The Supplier shall undertake free replacement of materials damaged or lost, which will be reported by the consignee within 30 days of receipt of the materials at destination, without awaiting for the settlement of their claims with the carriers and under writers.

24. Payment Due from the Supplier.

All costs and damages, for which the supplier is liable to the purchaser, will be deducted by the purchaser from any money, due to the supplier under any of the contract (s), executed with OPTCL.

25. Commercial documents to accompany Bid.

The following documents are to be submitted at the time of Tender Submission:-

- i) Compliance rating under Goods and Services Tax for immediate preceding financial year.
- ii) Audited Balance Sheet and Profit & Loss Account of the bidder for the previous three years to assess the financial soundness of the bidder(s).
- iii) GST registration certificate and PAN Card Copy.
- iv) Tax holiday/exemption certificate under GST or any other Act.
- v) TDS exemption certificate under the Income Tax Act or any other act.

26. GST AND OTHER LOCAL TAXES: -

- a) A Bidder will be entirely responsible for quoting the correct taxes and duties, other local taxes or levies, if any etc. which has to be incurred until completion of the contract. For the purpose of evaluation, the Bidder should clearly indicate, the GST & Other local taxes, payable, in the price schedule.

- b) Failure to furnish the same will be loaded as indicated below: -
- i) It is the responsibility of the Bidder to quote all taxes and duties correctly without leaving any row/ column unfilled. Where taxes and duties are not applicable, the bidder should enter “NA”. If no duty/tax is leviable, the same may be entered as ‘NIL’. If any column/row is left blank or filled vaguely like “as applicable”, the same will be loaded with the maximum of the other eligible bids.
 - ii) Any additional implication because of imposition of or variation in statutory levies on goods, contracted to be supplied, occurring after the expiry of the original contractual delivery date shall not be reimbursable.
- b) GST & Other local taxes on finished products as per Specification for supply, payable by the purchaser shall be indicated separately both in lump sum and rates of duty, applicable shall be quoted and shall be included in the bid price. The items for which these duties are not quoted by the bidders, shall not be payable by the purchaser and shall be borne by the Bidder/Supplier.
- c) All GST & Other local taxes payable by the bidders in respect of transaction between the bidders and their vendors/sub-suppliers while procuring any component, sub-assemblies, raw materials and equipment shall be included in the bid price considering input tax credit and no claim on this behalf will be entertained by the purchaser.
- d) Offers with exemption from Goods and Services Tax shall be accompanied with authenticated attested Photostat copy of exemption certificate. Any claim towards Goods and Services Tax shall be paid on actual basis subject to payment of GST by the supplier. In case Outward supply details of the supplier of Goods in GSTR-1 do not match with GSTR -2 of OPTCL on GSTN portal, the same will be adjusted through debit/credit advice issued by OPTCL under intimation to the supplier after allowing cooling period of 3 months after the date of supply.

27. Supplier’s Responsibility.

Notwithstanding anything mentioned in the Specification or subsequent approval or acceptance by the Purchaser, the ultimate responsibility for design, manufacturing, materials used and satisfactory performance shall rest with the bidders. The supplier(s) shall be responsible for any discrepancy noticed in the documents, submitted by them along with the bid(s).

28. Validity

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

29. (A) EVALUATION:

- I) **TECHNO-COMMERCIAL BID:-** All the bids, which are opened, read out and considered for evaluation will be checked for qualification requirements as per clause No.30 and stipulations in outright rejection clause No.34 of this section of the specification. Such of the bid(s), which do not meet the qualification requirements and stipulations as per outright rejection clauses, will not be evaluated further.

However, if in the opinion of the purchaser, the bidder has offered material better than that, specified in the technical specification; the same may be taken into consideration.

Further, the purchaser may enquire from the bidder in writing for any clarification on the bid. The response of the bidder will also be in writing. However, no change in the prices or substance of the bid will be sought, offered or permitted.

- II) **PRICE BID:-** Evaluation of price bids will be on the basis of the FOR DESTINATION PRICE including Goods & Services tax and other levies, as may be applicable. The FORD PRICE shall consist of the following components.

- a) Taxable value of the material as per specification.
- b) Goods & Services tax
- c) Other levies
- d) Any other items, as deemed proper for evaluation by the purchaser
- e) Loading will be made for items not quoted by the bidder at the highest rate quoted by other bidders unless particular item is included in other items.
- f) Any imposition of new tax or revision of tax shall be considered between due date of submission of bids and the date of price bid opening.

N.B: - a) The purchaser's evaluation of a bid will exclude and not take into account any allowance for price adjustment during the period of execution of the contract, if provided in the Bid.

- b) 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 the total price will be corrected. If there is a discrepancy between the Total Bid Amount and the sum of the total prices, the sum of the total prices shall prevail and the total bid amount will be corrected.

III) Weightage shall be given to the following factors in the Evaluation and comparison of Bids: -

In comparing bids and in making awards, the purchaser will consider other factors such as compliance with the specification, qualification criteria, outright rejection of tenders, relative quality, adaptability of suppliers or services, experiences, financial soundness, record of integrity in dealings, performance of materials earlier supplied, ability to render after sales service, the time of delivery, capability to perform including available facilities such as adequate shops, plants, equipment and technical organization.

29. (B) E-REVERSE AUCTION PROCEDURE SHALL BE ENSURED TO AS FOLLOWS

STRATEGY FOR E-REVERSE AUCTION	
1	Bidders are required to go through the guide lines given below and submit their acceptance to the same.
2	E-Reverse Auction (RA) will be conducted in e-tender portal of OPTCL on specified date and time, while bidders shall quote from their own offices/places of their choice. Internet connectivity shall be ensured by the respective agencies/bidders themselves.
3	KEONICS shall arrange for demonstration/ training (if not trained earlier) of bidder's nominated person(s), to explain all the rules related to e-Reverse Auction/ Business Rule document to be adopted.
4	The strategy to be used for reverse auction shall be "DYNAMIC TEMPLATE BIDDING"
Procedure for electronic Reverse Auctioning (e-RA):	
5	<p>a. The e-RA shall be conducted on www.tenderwizard.com/OPTCL only.</p> <p>b. Bidder has to submit letter towards agreement to the Process related Terms & Conditions for e-Reverse Auction, as per (Reverse Auction Process Compliance Form at Annexure-XIX). In non-receipt of the same, vendors will not be allowed to participate in e-RA.</p> <p>c. e-RA shall be carried out after opening of Price bids and completion of Price bid evaluation, which will be intimated only to the techno-commercially qualified bidders by OPTCL as per procedure given below.</p> <p>d. OPTCL reserves the right to conduct e-RA and it is obligatory on part of bidder(s) invited to participate in e-RA process once they have responded to the techno-commercial bid.</p>
6	<p>Prior intimation/ Notice for RA invitation will be given to techno-commercially qualified bidders regarding the date & time of opening of the e-RA.</p> <p>The start bid price (SBP) for e-Reverse Auction of each bidder under a particular package shall be the L1 evaluated price for the subject package including Taxes & Duties for the total scope for subject Package. Taking the above discovered L1 price as the upper limit e-RA will be conducted to determine the lowest possible price.</p> <p>Reverse Auction will be conducted amongst first 50% of the technically qualified bidders arranged in order of prices from lowest to highest, as L1, L2,L3-----Ln, and L1 price will be discovered. Minimum of 3 bidders shall be eligible for e RA. (eg. If 4 bidders are financially evaluated then the L1, L2 and L3 bidders shall be eligible for e-RA). Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L1 to L4).</p> <p>However, in case only two bidders are found to be responsive, e-RA would be carried out with both the parties without any elimination. However, OPTCL reserves the right to invite the evaluated L1 bidder for negotiation without conducting the e-RA.</p> <p>In case of price submitted by any bidder is found to be abnormal, OPTCL reserves the right to reject the bid of the bidder(s) .</p>

	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	<p>Names of bidders/ vendors shall not be disclosed during the e-RA process. Names of bidders/ vendors shall be anonymously masked in the e-RA process.</p> <p>(i) In case of RA, start/ reference price and step value of decrement shall be indicated to the bidders at the start of the auction. Any participating bidder can bid one or multiple step decrement lower than the prevailing lowest bid at that time. The Bidder shall be able to view Bid Start Price, Bid Decrement Value, Prevailing Lowest Bid value, last Bid Placed by him and time left for bidding.</p> <p>(ii) The step value of decrement in a package to be offered by bidder (the minimum amount of reduction in the total bid price including all taxes & duties during auction), shall be kept at 0.15% of L1 bidder's final evaluated price (or) at approved amount as decided by OPTCL.</p> <p>(iii) Bidders can only quote any value lower than their previous quoted price. However, at no stage, increase in Price will be permissible.</p> <p>(iv) At any point during Reverse Auction, bidding Price field shall remain enabled for the bidders. The 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 initial auction period or extended auction period, the auction shall get extended automatically for another 10 minutes. In case, there is no bid received during schedule/extended slot, the auction shall get closed automatically without further extension.</p> <p>(v) However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the period of e-reverse auction to avoid complication related with internet connectivity, network problem, system crash down, power failure etc.</p>
8	<p>After conclusion of e-Reverse Auction i.e (Closing Price in Reverse Auction will be taken as offered price by the L1 bidder), decrease in price of individual head of the template shall be considered proportionately on all individual line items of the respective head of the price schedule of the successful L1 bidder .</p> <p>Any bid received at the tender wizard server end subsequent to closure of the e-RA shall be summarily rejected and shall not be considered as a valid bid under whatsoever circumstances. For this purpose, tender wizard server log shall prevail.</p> <p>The bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other bidders.</p> <p>During Reverse Auction, If no bid is received within the specified time, OPTCL, at its discretion, may decide to close the reverse auction process/ proceed with conventional mode of tendering [Evaluation of Part-II (price bid) submitted by bidders earlier].</p>
9	<p>Consequent upon completion of e-Reverse Auction, OPTCL's decision on award of contract shall be final and binding on the bidders.</p> <p>OPTCL shall be at liberty to call the L1 bidder for further process/ negotiation and also at liberty to cancel the e-reverse auction process/ re-tender at any time, without assigning any reason thereof. OPTCL can decide to reschedule or cancel any reverse auction: the bidders shall be informed accordingly.</p> <p>OPTCL/ Service Provider shall not have any liability to bidders for any interruption or delay in access to the e-Tender site/ Reverse Auction link irrespective of the cause.</p>

30. QUALIFYING REQUIREMENT OF BIDDER (QR): -

- a) The bidder should be a reputed and original fabric manufacturer.
- b) The original fabric manufacturer should participate in the tender process instead of its local representative.
- c) During evaluation of technical bid, the bidders who had earlier supplied uniform fabrics to any CPSU, PSU, Corporates and Government Establishment will be given weightage.
- d) Bidder shall submit one shirt piece of 1.6 Mtr Length & 1.5 Mtr Width and one trouser piece of 1.3 Mtr Length & 1.5 Mtr Width (matching the present uniform colour & shade and as per the technical specification as laid down in Section-IV) before closing of the tender .
- e) Before finalization of fabric manufacturer, if required the sample will be verified at the local textile laboratory. Similarly, after supply of materials also, random verification of sample shall also be conducted.

31. Registration certificate of DPIIT:

As per Office Memorandum No.F.No.6/18/2019-PPD, Ministry of Finance, Dept. of Expenditure Public Procurement Division, New Delhi and Office Memorandum No. FIN-CON-MISC-0007/2019/27945/F Dated.16.10.2020 of Finance Department, Govt. of Odisha “*Any bidder from a country which **shares a land border with India** will be eligible to bid in any procurement whether goods, services (Including consultancy services and non-consultancy services) or works (including turnkey projects) **only if the bidder is registered with the Competent Authority, DPIIT** (i.e. Department for Promotion of Industry and Internal Trade)*”. Pursuant to decision of Govt. of India prescribing imposition of restriction on public procurement from bidders of certain countries on ground of defence of India or matters directly or indirectly related thereto, the Office Memorandum No. 4939/F, dated: 13.02.2012 of Finance Department, Govt of Odisha has been amended vide Office Memorandum No 27945 Dtd 16.10.2020 by inserting sub-para-3 (vii) to para-3 thereof. Prescribing the restriction on procurement made by the State Govt., State Public Sector Undertaking including local bodies etc. and directing no procurement shall be made in violation of such restrictions, it is hereby clarified that the provisions of the same shall be applicable for the tenders for works/procurement/Service in OPTCL in both ongoing (Techno-Commercial bid not opened) and future tenders.

A. To be incorporated as qualifying requirement of bidder /certificates in case of tenders for Works (including Turn-key works)

I. 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 requirement of Govt. of India

II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any company, including any member of a consortium or joint venture (that is a company),

III. “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 as company in such a country ; or
- b. A subsidiary company 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 consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

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

1. In case of a company 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.

Explanation-

- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits or the company.
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreement;
2. Where no natural person is identified under (1) above, the beneficial owner is the relevant natural person who hold the position of senior managing official ;

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

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

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.

B. To be incorporated as qualifying requirement of bidder /certificates in case of tenders for procurement of goods/services(including consultancy and non-consultancy)

I. 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 requirement of Govt. of India

II. “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.

III. “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.

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

1. 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.

Explanation-

- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits or the company.
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreement;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting along or together, or through one or more juridical person, has ownership or entitlement to more than fifteen per cent of capital or profits of the partnership ;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting along or together, or through one or more juridical person, his ownership of or entitlement to more than fifteen per cent of the property or capital or profits of such association or body of individuals ;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who hold the position of senior managing official ;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

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.]

32. Jurisdiction of the High Court of Odisha.

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

32(A) Correspondences.

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

33. Official Address of the Parties to the Contract

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

- [i] **Purchaser:** Senior General Manager (CPC), OPTCL,
Bhubaneswar-751022 (Odisha)
Telephone No. 0674 - 2541801
FAX No. 0674 - 2542964
- [ii] **Supplier:** Address
Telephone No.
Fax No.

34. Outright Rejection of Tenders.

Tenders shall be outright rejected if the followings are not complied with –

- i. . The bidder shall submit the bid in electronic mode only ~~and shall submit the cost of tender document and Tender processing fee on or before the scheduled date and time of opening of techno-commercial bid~~
- ii. The Tender shall not be submitted telegraphically or by Fax.
- iii. ~~The Tender shall be accompanied by the prescribed Earnest Money deposit unless otherwise qualified for exemption from furnishing of E.M.D. Wherever, EMD is furnished in the form of BG, the said BG should be kept valid for a period of 240 (Two Hundred Forty) days from the date of opening of Techno Commercial Bids. The EMD shall be submitted on or before the scheduled date and time of opening of techno-commercial bid.~~
- iv. The bidder shall submit one shirt piece of 1.6 Mtr Length & 1.5 Mtr Width and one trouser piece of 1.3 Mtr Length & 1.5 Mtr Width on or before the scheduled date and time of opening of techno-commercial bid.
- v. The tender shall be kept valid for a minimum period of 180 (One Hundred Eighty) days from the date of opening of tender.
- vi. The Tender shall be submitted in two parts, as specified.
- vii. The schedule of price should be filled up fully to indicate the break-up of the prices including taxes and duties. Incomplete submission of this schedule will make the tender liable for rejection.
- viii. The Tenderer should fulfill the "Qualifying Requirement" as per Clause No. 30 of Part-I, Section-II of this Specification.
- ix. The bidder should not have any pending litigation 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 a 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.

35. Documents to be treated as confidential.

The supplier shall treat the details of the specification and other tender documents as private and confidential and these shall not be reproduced without written authorization from the Purchaser.

36. CONTACTING THE PURCHASER: -

- (a) Subject to Clause No.4 (opening of bids) of part-I, Section-I (Instruction to Bidder), no bidder shall contact the purchaser on any manner, relating to its bid, from the time of bid opening to the time, the contract is awarded.
- (b) Any effort by a Bidder to influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

SECTION - III
[LIST OF ANNEXURES]

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

1	Declaration form	ANNEXURE-I
2.	Reverse Auction Process Compliance Form	ANNEXURE-IB
3.	Abstract of General Terms & Conditions of contract.	ANNEXURE-II
4.	Check list for qualifying requirements.	ANNEXURE-III
5.	Schedule of Quantity and Delivery.	ANNEXURE-IV
6.	Abstract of price component [to accompany Part-II of this specification]	ANNEXURE-V
7.	Schedule of prices to accompany Part-II	ANNEXURE-VI
8.	Bank Guarantee form for Earnest Money Deposit.	ANNEXURE VII
9.	Composite Bank Guarantee form for security deposit, payment and performance.	ANNEXURE-VIII
10.	Form of Extension of Bank Guarantee	ANNEXURE-IX
11.	Chart showing particulars of E.M.D.	ANNEXURE X
12.	Data on Experience.	ANNEXURE-XI
13.	Proforma for performance statement.	ANNEXURE-XII
14.	Schedule of Deviation.	ANNEXURE-XIII
15.	Affidavit towards correctness of documents & information furnished by the bidders	ANNEXURE-XIV
16.	Litigation History	ANNEXURE – XV
17	DPIIT Certificate	ANNEXURE-XVI

ANNEXURE - I DECLARATION FORM

[Tender Specification No. **SR.G.M -CPC-e Tender-Uniform Fabrics of OPTCL-[09/2022-23]**]

To

Senior General Manager (CPC), OPTCL, Bhubaneswar – 22.

Sir,

1. Having examined the above specification together with terms & conditions referred to therein, *I/We the undersigned hereby offer to supply the materials/equipments, covered therein, complete in all respects as per the specification and General conditions, at the rates, entered in the attached contract schedule of prices in the Tender.
2. * I/We hereby undertake to have the materials/equipments delivered within the time specified in the Tender.
3. * I/We hereby guarantee the technical particulars given in the Tender supported with necessary reports from concerned authorities.
4. * I/We certify to have purchased/ downloaded a copy of the specification by remitting cash/money order/D.D./ remitting the cost of tender, herewith and this has been acknowledged by your letter/ money receipt No. _____
Dated _____
5. In the event of tender, being decided in *my/our favour, *I/We agree to furnish the Composite B.G. in the manner, acceptable to ODISHA POWER TRANSMISSION CORPORATION LIMITED, and for the sum as applicable to *me/us as per clause-19 of section-II of this specification within 15 days of issue of letter of intent/purchase order failing which *I/We clearly understand that the said letter of Intent/Purchase order will be liable to be withdrawn by the purchaser ~~and the EMD, deposited by us shall be forfeited by OPTCL.~~

Bid Security Declaration

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

Signed this day of 2022.

Yours faithfully

Signature of the Tenderer with seal of the company

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

* (Strikeout whichever is not applicable)

N.B:- The Bidders are required to up load this sheet duly filling the required data, in PDF format.

ANNEXURE-IB

(Reverse Auction Process Compliance Form)

(To be incorporated in the bid document).

(To be submitted on letter head of the bidding company with sign and stamp and along with Technical bid)

To,
Sr. General Manager (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.

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

1.	State whether the quotation is in Single part/Two part	Single part/Two part
2.	Whether the materials offered conforms to the OPTCL'S specification (If not, specify the deviations in Annexure).	Yes/No
3(a).	Cost of Tender Document: Online Payment Transaction No. OPTCL Money Receipt No. & Date / D.D No & Date.	
3(b).	Earnest money furnished. Bank Guarantee No. & Date / D.D No. & Date.	Not Applicable
3(c).	Tender Processing Fee: D.D No. & Date. Online Payment Transaction No.	
4.	Manufacturer's supply experience including user's certificate furnished or not. [As per clause No.7 of Section-II.]	Yes/No
5(a).	Deviations to the specification if any[list enclosed or not] Commercial [As per clause-9 of the Section-II]	Yes/No
5(b).	Deviations to the specification if any[list enclosed or not] Technical. As per clause-9 of the Section-II]	Yes/No
6.	<u>Delivery</u> :No. of Days from the date of issue of purchase order	
7.	<u>Guarantee</u> : - Whether agreeable to OPTCL's terms. [As per clause-18 of Section-II]	Yes/No
8.	Whether agreeable to furnish Composite B.G. in case his tender be successful [As per clause-19 of Section-II]	Yes/No
9.	<u>Terms of payment</u> :- Whether agreeable to OPTCL's terms or not [As per clause-21 of Section-II]	Yes/No
10.	<u>Nature of price</u> :- Firm	Yes/No
11.	<u>Penalty</u> : - Whether agreeable to OPTCL's terms or not (As per clause-22 of Section-II)	Yes/No
12.	Whether Sale Tax Clearance Certificate , GST compliance rating, P&L A/C, Balance Sheet for the required period are furnished as per clause-25 of Section-II	Yes/No
13.	<u>Validity</u> : - Whether agreeable to OPTCL's terms or not [As per clause-28 of Section-II]	Yes/No
14.	Whether GST is shown separately. % of GST (on Taxable Value) as well as L.S indicated. If Nil/Exempted, Please specify.	
15.	Manufacturer's name and it's trademark	
16.	Whether registered under GST Laws	Yes/No
17.	Whether declaration form, duly filled in, furnished or not	Yes/No
18.	Whether furnished the Affidavit as per Annexure-XVI	Yes/No
19.	Whether submitted one shirt piece of 1.6 Mtr Length & 1.5 Mtr Width and one trouser piece of 1.3 Mtr Length & 1.5 Mtr Width on or before the last date and time of submission of bid.	Yes/No

Place:

Date:

Signature of the Tenderer

with seal of the company.

ANNEXURE-III

CHECK LIST FOR QUALIFYING REQUIREMENTS.

1.	The bidder should be a reputed and original fabric manufacturer	YES/NO
2.	The original fabric manufacturer should participate in the tender process instead of its local representative.	YES/NO
3.	During evaluation of technical bid, the bidders who had earlier supplied uniform fabrics to any CPSU, PSU, Corporates and Government Establishment will be given weightage.	YES/NO
4.	Bidder shall submit one shirt piece of 1.6 Mtr Length & 1.5 Mtr Width and one trouser piece of 1.3 Mtr Length & 1.5 Mtr Width (matching the present uniform colour & shade and as per the technical specification as laid down in Section-IV) before closing of the tender .	YES/NO
5.	Before finalization of fabric manufacturer, if required the sample will be verified at the local textile laboratory. Similarly, after supply of materials also, random verification of sample shall also be conducted.	YES/NO

PLACE:

DATE:

SIGNATURE OF THE BIDDER
WITH SEAL

NB- The Bidders are required to up load this sheet duly filling the required data, in PDF format.

ANNEXURE-IV

SCHEDULE OF QUANTITY AND DELIVERY

Sl. No	Description of materials	Quantity required	Desired Delivery	Destination
1	2	3	4	5
1.	Shirting Fabric as per specification	5000 Pieces	Within 90 (ninety) days from the date of issue of purchase order	As below
2	Suiting Fabric as per specification	5000 Pieces		

DESTINATION OF DIFFERENT FIELD OFFICES OF OPTCL

Sl No	Name of the Consignee & Unit	Delivery Address	Quantity of Fabric Pieces to be delivered
1	General Manager , HRD (CR)Head Quarter office , OPTCL	OPTCL , Hqrs Office , Japath ,Bhoi Nagar, Bhubaneswar-751022	To be intimated later on.
2	General Manager EHT (Construction Circle) , Bhubaneswar	Qtr No. C-5, GRIDCO Colony , Po-Bhoi Nagar,BBSR-751022	To be intimated later on.
3	General Manager EHT (Construction Circle), Sambalpur	132/33 Grid Sub-station,Ganesh Nagar , Bohidar Nuapalli, Po-Sankarma, Via-Remed, Dist-Sambalpur	To be intimated later on.
4	General Manager, EHT (Construction Circle) , Jajpur Road	C/o- Rangalata Behera, At-Dhabalgiri (Near TTS Gate front), PO-Sobra, Jajpur Road-Dist-Jajpur	To be intimated later on.
5	General Manager , EHT (Construction) Circle, Rayagada	At/Po-Seriguda, In front of 132/33 kV Grid S/S, Dist-Rayagada-765002	To be intimated later on.
6	General Manager , EHT (O&M) Circle, Berhampur	At-Bidyutpuri Colony,Po-Berhampur-Ganjam-765002	To be intimated later on.
7	General Manager , EHT (O&M) Circle , Bolangir	EHT (O&M) Circle , OPTCL , At/Po-Bolangir	To be intimated later on.
8	General Manager , EHT (O&M) Circle, BBSR	EHT (O&M) Circle, BBSR,OPTCL, 220/132 KV Grid S/S , Chandaka,BBSR	To be intimated later on.
9	General Manager , EHT (O&M) Circle Burla	At/Po-Burla,Pin-768017	To be intimated later on.
10	General Manager , EHT (O&M) Circle, Cuttack	At- Near Gora Kabar, Madhusudan Nagar, Cuttack-753008	To be intimated later on.
11	General Manager , EHT (O&M) Circle, Jajpur Road	At/Po-Ferrochrome Project,Jajpur-755019	To be intimated later on.
12	General Manager , EHT (O&M) Circle, Jaypur	At-Main Road,Post-Jeypore,Dist-Koraput-764001	To be intimated later on.
13	General Manager , EHT (O&M) Circle , Chainpal	At/Po-Chainpal Colony,Dist-Anugul-759104	To be intimated later on.
14	Chief Load Despatcher , SLDC	Power System , SLDC Building , Pos-Manchaswara Railway Colony,BBSR-751017	To be intimated later on.
15	General Manager ,	Technical Wing (TW) Building ,	To be intimated

	Telecom Circle, BBSR	Head Qtrs office,Bhubaneswar-751022	later on.
16	General Manager, EHT (O&M) Circle , Meramunduli	400/220 kV GRID S/S Meramunduli,At-Kantabari,Po-Kuspunga, Meramunduli-759121	To be intimated later on.
17	SE-Civil Works Circle,Bhubaneswar	Qtr No-3R-8, GRIDCO Colony,Po-Bhoi Nagar-BBSR,751022	To be intimated later on.
18	General Manager , Stores and Services Circle , BBSR	Finance Building , Hqr office, BBSR-751022	To be intimated later on.

N.B: -The delivery schedule, destination Sub-station will be intimated at the time of placement of purchase order/release order.

Place:

Date:

Signature of Bidder
with seal of Company.

N.B:- The Bidders are required to up load this sheet duly filling the required data, in PDF format.

ANNEXURE-V

ABSTRACT OF PRICE COMPONENT

1	Price basis	F.O.R. Purchaser's destination Stores/site.(Taxable value includes packing forwarding, Freight, Insurance, unloading)
2	HSN Code of the Item	
3	GST Identification Number (GSTIN) of the firm	
4	Whether Intra-state supply(i.e. from inside Odisha) or Inter-state supply(i.e from outside Odisha). select from dropdown list	
5	Rate of CGST	
6	Rate of OGST.	
7	Rate of IGST.	
8	Rate of Goods and Services Tax on fabrics	
9.	Nature of price.	
10.	We hereby undertake and declare that implication of lower Tax and Input Tax Credit benefit as per anti-profiteering (under Section 171 of CGST Act) and other provisions under GST Laws have been fully passed on to the purchaser while quoting the price.	Agreed
11.	Any imposition of new tax or revision of tax shall be paid/reimbursed at the time of dispatch, scheduled or actual whichever is lower (i.e. If delivery is within schedule period, tax variation as applicable shall be paid, and if delivery is made beyond schedule date, any additional financial implication due to statutory variation in tax shall be to bidder's account). (Indicated- Yes/No)	

Place:

Date:

Signature of Tenderer.
With seal of Company.

ANNEXURE-VI
SCHEDULE OF PRICES

A	Description of the material	
B.	Quantity (Nos.)	
C.	PARTICULARS.	Price in Rupees
Sl.No		
1.	Unit Taxable value of uniform fabrics as per specification along with packing, forwarding, Freight, Insurance, unloading(at different site) charges	
2.	Unit GST	
	Other Local Taxes	
3.	Unit FORD sub-station/site price with taxes and duties	
4.	Total FORD sub-station site/ store price with taxes and duties	

TOTAL PRICE-

Signature of Bidder
Name, Designation and Seal

N.B: -

- 1) The bidder should fill up the price schedule properly in Excel file in e-tender mode. The tender will be rejected, if the price bid is not submitted in accordance with the price schedule. No post tender correspondence will be entertained on break-up of prices. Also, the supplier should agree for delivery at the desired site.
- 2) The bidder shall give an undertaking in part-I of the bid that, entire implication of lower Tax and Input Tax Credit benefit have been fully passed on to the purchaser as per anti-profititeering and other provisions under GST Laws while quoting the tender price.
- 3) Conditional offers will not be acceptable.
- 4) The price is 'FIRM PRICE'.

ANNEXURE-VIII

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

(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 3 (Three) % 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 invocable at our place of business at -----Branch of **Bhubaneswar** (indicate Name, Address & Code of the Branch at Bhubaneswar) in the State of Odisha.

“ Notwithstanding anything contained herein”

a) Our liability under the bank guarantee shall not exceed Rs.------(Rupees in words-----) only.

b) This Bank guarantee shall be valid up to -----.

c) We or our Branch at **Bhubaneswar** <Mention Name, Address & Code.....> shall be liable to pay guaranteed amount or any part thereof under this guarantee only if you serve upon us at----- Branch of Bhubaneswar a written claim or demand on or before

The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary’s advising bank (**ICICI Bank Bhubaneswar**, IFSC Code ICIC0000061).

Dated, the _____ Day of _____
For _____ [Indicate name of Bank]

Signature.....

Full Name.....

Designation.....

Power Of Attorney.....

Dated.....

Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

1. Signature.....

Full Name.....

2. Signature.....

Full Name.....

N.B.:

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

Format for SFMS details

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

Sl. No	PARTICULARS	TYPE	DETAILS
1	Type of Bank Guarantee	Mandatory	Contract Performance
2	Currency & Amount	Mandatory	
3	Validity Period(from—to --)	Mandatory	
4	Effective Date	Mandatory	
5	End date of lodgment of Claim	Mandatory	
6	Place of lodgment of claim	Mandatory	Bhubaneswar, Branch Name----- of Bhubaneswar Branch code----- of

			Bhubaneswar Branch Address ----- at Bhubaneswar
7	Issuing Branch IFSC Code	Mandatory	
8	Issuing Branch name & address	Mandatory	
9	Name of applicant and its details	Mandatory	
10	Name of Beneficiary and its details	Mandatory	
11	Beneficiary's Bank/Branch and IFSC Code	Mandatory	ICICI Bank Ltd IFSC Code-ICIC0000061
12	Beneficiary's Bank/Branch name and address	Mandatory	ICICI Bank Ltd Bhubaneswar Main Branch, Bhubaneswar
13	Sender to receiver information	Mandatory	
14	Purpose of Guarantee	Mandatory	Contract Performance
15	Reference/Description of the underlined tender/contract	Mandatory	LOA No----

ANNEXURE-IX

FORM OF EXTENSION OF BANK GUARANTEE

(To be stamped in accordance with Stamp Act and the Non-Judicial stamp paper should be in the name of the issuing Bank)

Ref No:-

Date:-

Sub: Extension of Bank Guarantee No.for Rs. favouring yourselves, expiring onon account of M/s. in respect of LOA No. dated (hereinafter called original Bank Guarantee).

At the request of M/s., we..... Bank, branch office atand having its Head Office at do hereby extend our liability under the above mentioned Guarantee No. Datedfor a further period ofyears / months/ days from to expire on,except as provided above, all other terms and conditions of the original Bank Guarantee No. dated shall remain unaltered and binding.

Please treat this as an integral part of the original Bank Guarantee to which it would be attached.

“ 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 extension 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 this Day of20..... at

For[Indicate name of the Bank]

Signature.....

Full Name

Designation

Power Of Attorney No.....

Seal of the Bank.....

NOTE : i) 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/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	EMD/Contract Performance/
15	Reference/Description of the underlined tender/contract	Mandatory	NIT No/LoA No

ANNEXURE-X

**CHART SHOWING PARTICULARS OF EARNEST MONEY DEPOSIT
FURNISHABLE BY TENDERERS OF DIFFERENT CATEGORIES**

1.	Central and state Government undertakings	Exempted.
2.	All other inside and outside State Units.	The amount of EMD as specified in the Specification /Tender Notice in shape of bank guarantee /DD.

~~NB: - REFUND OF E.M.D.~~

~~[a]— In case of unsuccessful bidders, the EMD will be refunded immediately after the tender is decided. In case of successful bidder, this will be refunded only after furnishing of Composite Bank Guarantee referred to in clause No.19 of Section II of this specification. Suits, if any, arising out of EMD shall be filed in a court of law to which the jurisdiction of High Court of Odisha extends.~~

~~[b]— Earnest Money will be forfeited if the bidder fails to accept the letter of intent/purchase order, issued in his favour or revises the bid price[s] within the validity period of Bid.~~

~~**NB- The Bidders are required to up load this sheet duly filling the required data, in PDF format.**~~

ANNEXURE-XI

DATA ON EXPERIENCE

- [i] Name of the manufacturer:
- [ii] Standing of the firm and experience in manufacture of material quoted.
- [iii] Description of material similar to that quoted & supplied with the names of the Organizations to whom supplies were made along with Purchase Order No. & Date.
- [iv] Testing facilities at manufacturer's works.
- [v] A list of purchase orders of identical material offered as per technical specification along with user's certificate. User's certificate shall be legible and must indicate user's name, address, designation, place of use, and satisfactory performance of the materials.

Place:

Date:

Signature of bidder
Name, Designation, Seal

NB- The Bidders are required to up load this sheet duly filling the required data, in PDF format.

ANNEXURE-XII

PROFORMA FOR PERFORMANCE STATEMENT.

Bid No. _____

Date of Opening. _____

Name of the Firm _____

Order placed by {full name & address of purchaser}	Order No. and Date.	Description and quantity of ordered Material.	Date of completion of Delivery.	
			As per Contract	Actual

Remarks indicating reasons for late delivery, if any.	Has the supplied material been performed satisfactorily? (Attach a Certificate from the purchaser)

Signature of the Bidder _____

NB- The Bidders are required to up load this sheet duly filling the required data, in PDF format.

ANNEXURE-XIII

SCHEDULE OF DEVIATION.

A. TECHNICAL.

Sl.No.	Requirements/ Equipment.	Specification Clause No.	Deviations.	Remarks
No deviations				

It is hereby conformed that except for deviation mentioned above, the offer conforms to all the other features specified in Technical Specification Section _____ of this Bid document.

Place:

Signature of the Bidder.

Date:

Name:

Business address:

B. COMMERCIAL.

Sl.No.	Requirements/ Equipment.	Specification Clause No.	Deviations.	Remarks
No deviations				

It is hereby conformed that except for deviation mentioned above, the offer conforms to all the other features specified in Commercial Specification Section _____ of this Bid documents.

Place:

Signature of the Bidder.

Date:

Name:

Business address:

NB- The Bidders are required to up load this sheet duly filling the required data, in PDF format.

Annexure-XIV

AFFIDAVIT OF BIDDER

BEFORE Sri / _____ Notary
at. _____

WHEREAS the Odisha Power Transmission Corporation Ltd., Bhubaneswar (OPTCL) has floated its Tender No _____ inviting bids from eligible bidder to execute the work of _____.

And WHEREAS M/s. _____ (briefly "Bidder") has offered its bid on _____ in response to the said Tender No. _____ of the OPTCL expressing its interest to execute the work as specified therein.

AND WHEREAS the said Tender No. _____ of OPTCL requires the Bidder to solemnly affirm the correctness of the document and information furnished in its bid, so offered to OPTCL.

NOW TEREFORE, in response to the requirement, the Tender No. _____ of OPTCL and having been duly authorized by the Bidder, I Sri/ Mrs. _____ aged about _____ years. Son / Daughter / Wife of Sri / Mrs. _____. At present working as _____ of M/s. _____ (the Bidder) do hereby solemnly affirm and state as follows.

1. That I am competent and have been duly authorized by the Bidder M/s. _____ to swear this affidavit on its behalf.
2. That the documents and information furnished by the Bidder in its bid offered in respect to the said Tender No. _____ of OPTCL are true and correct.
3. That in the event any document and information as furnished by the bidder in response to the said Tender No. _____ of OPTCL at any time as to be not correct / wrong, the OPTCL shall be competent and at liberty without any show cause to the Bidder to terminate its contact/ agreement with the bidder if any.
4. The OPTCL shall also be competent, without any reference to the Bidder, to black list the Bidder and debar the Bidder from participating in any other Tender of OPTCL pursuant to its consideration / finding that the Bidder has furnished any incorrect / wrong document and information tendered / made pursuant to Tender No. _____ of OPTCL.
5. That the affirmation made herein above is / are correct and true and nothing stated herein is false.

Identified by

DEPONENT

ADVOCATE

ANNEXURE – XV
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-XVI

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

PART - II **PRICE BID**

1. PRICE:

- (i) Bidders are required to quote their price(s) for materials offered and Prices quoted by the bidder shall be Firm for all items as per Specification.
- (ii) The prices quoted shall be FOR Destination only at the consignee's site/store inclusive of packing, forwarding, Freight & Insurance. In addition, the break-up of FOR Destination price shall be given as per schedule of Prices in Annexure-VI of Section - III. The bidder has to certify in the price bid that Input tax Credit benefit if any, has been fully passed on to the Purchaser, while quoting the tender prices.

2. INSURANCE:

Insurance of materials covered by the Specification should normally be done by the Suppliers with their own Insurance Company unless otherwise stated. The responsibility of delivery of the materials at destination stores/site in good condition rests with the Supplier. Any claim with the Insurance Company or Transport agency arising due to loss or damage in transit has to be settled by the Supplier. The Supplier shall undertake free replacement of materials damaged or lost which will be reported by the Consignee within 30 days of receipt of the materials at Destination without awaiting for the settlement of their claims with the carriers and underwriters.

3. CERTIFICATE FOR EXEMPTION FROM GST:

Offers with exemption from GST shall be accompanied with authenticated proof of such exemption. Authenticated proof for this clause shall mean attested Photostat copy of exemption certificates. Any claim towards Goods & Services Tax shall be paid on actual basis subject to production of Authenticated documentary evidence.

4. PROPER FILLING UP OF THE PRICE SCHEDULE:

The tenderer should fill up the price schedule (Excell Bid Sheet) properly and in full. The tender may be rejected if the schedule of price is submitted in incomplete form.

5. NATURE OF PRICE INDICATED IN SPECIFICATION SHALL BE FINAL.

The nature of price indicated in the Clause-13, Section - I of PART -I of the Specification shall be final and binding.



SECTION - IV **TECHNICAL SPECIFICATION**

Sl. No.	Description of Material	Details of Specification
A.	<p><u>Shirting Fabric:</u> (Piece: 1.6 Mtr. X 1.5 Mtr. including 2CM X 3CM <i>embroided Corporate Logo</i>)</p>	<ol style="list-style-type: none"> 1. Blend Composition : 100% Cotton 2. Color : Pista Green 3. Width : 150 cm 4. Ends /inch : 148 (+/-5%) 5. Picks /inch : 102 (+/- 5 %) 6. Count Warp : 50/1 (+/- 3) 7. Count Weft : 50/1 (+/- 3) 8. Colour Fastness at 40 °C : 4 9. Gram/Square Meter : 130 +/- 5 % 10. Gram/Linear Meter : 195 +/- 5 %
B.	<p><u>Suiting Fabric :</u> (Piece: 1.3 Mtr. X 1.5 Mtr.)</p>	<ol style="list-style-type: none"> 1. Blend Composition : Polyster (64%) + Viscose (34 %) + Spandex (2 %) 2. Color : Charcoal Black with Lycra effect 3. Ends per 10 cm : 339 (+/-4%) 4. Picks per 10 cm : 270 (+/- 4 %) 5. Count Warp : 2/65 Nm (+/- 5) 6. Count Weft : 2/65 Nm (+/- 5) 7. Colour Fastness at 40 °C : 4 8. Gram/Square Meter : 225 +/- 5 % 9. Gram/Linear Meter : 335 +/- 5 %

Note: - The colour and shade of the uniform will remain same as that of sample provided by OPTCL. Sample of present uniform may be collected from the O/o Sr. GM (CPC) prior to quoting of the tender.

