

At-220/132/33 KV Grid Sub-Station, Sadeipali, P.O.-Sadeipali, Via-Chandanbhati, Dist.- Balangir - 767065 E-mail ID:- ehtm.cle.bln@optcl.co.in CIN - U401020R2004SGC007553

e-TENDER SPECIFICATION NO.- BLN- 14/2024-25

FOR

CONSTRUCTION OF OPEN STORE YARD OF 370.8 SQ.MTR (18MTR X 20.6MTR) AREA AT 132/33KV GRID S/S, PADAMPUR & 345 SQ.MTR (10MTRX34.5MTR) AREA AT 132/33KV GRID S/S, NUAPADA UNDER EHT (0&M) DIVISION, NUAPADA

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SECTION-I

e-TENDER CALL NOTICE NO. : BLN- 14/2024-25

For and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD., General Manager, EHT (O&M) Circle, Balangir, invites Tenders <u>in two part bidding system</u> from the reputed Bidders having Civil Contractor's License (Class- B or C) with valid PAN, GST Registration certificate *as well as experience* in similar type of works under OPTCL/any other Odisha Govt. Organization for "Construction of Open Store Yard of 370.8 Sq.Mtr (18 Mtr X 20.6 Mtr) area at 132/33KV Grid S/S, Padampur & 345 Sq.Mtr (10 Mtr X 34.5 Mtr) area at 132/33KV Grid S/S Nuapada under EHT (O&M) Division, Nuapada".

The interested bidders would be required to enroll themselves on the tender portal <u>www.tenderwizard.com/OPTCL</u>. Complete set of bidding documents are available at <u>www.tenderwizard.com/OPTCL</u> from **Dt. 25.10.2024 (11:30 Hrs) to Dt. 10.11.2024** (12:30Hrs) Interested Bidders may visit OPTCL's official web site <u>http://www.optcl.co.in</u> and <u>www.tenderwizard.com/OPTCL</u> for detail specification.

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

General Manager (Elect.) E.H.T. (O&M) Circle, Balangir



<u>NOTICE INVITING TENDER</u> <u>e-TENDER CALL NOTICE NO.: BLN- 14/2024-25</u>

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

Request for online tender docum	ents : From Dt. 25.10.2024 (11:30 Hrs.) to Dt. 10.11.2024 (12:30 Hrs.)
Issue of online tender document	: From Dt. 25.10.2024 (11:31 Hrs.) to
Last date of submission of online	
Date of opening of Technical bid	: On Dt. 12.11.2024 (17:00 Hrs)
Date of opening of Price bid	: will be intimated later
Cost of Tender Document	: Rs. 7,080/- [Rs.6,000/- + Rs. 1,080/- (GST @ 18%)]
Earnest Money Deposit	: Rs. 19,481/-
Tender Processing Fee	: Rs. 2,299/- [Rs.1,948/- + Rs. 351/- (GST @ 18%)]

SI.	e-Tender	Estimated value	
No	Specification		Description of Items
	No.		
1	BLN-14/2024-25	Rs. 19,48,061/-	Construction of Open Store Yard of
			370.8 Sq.Mtr (18 Mtr X 20.6 Mtr) area at
			132/33KV Grid S/S, Padampur & 345 Sq.Mtr
			(10 Mtr X 34.5 Mtr) area at 132/33KV Grid
			S/S, Nuapada under EHT (O&M) Division,
			Nuapada

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

The bidders who want to participate in the tender shall have to pay **Rs. 7,080.00/-** (Rupees Seven Thousand Eighty) only non-refundable (including GST @18%) towards the cost of tender document, in the form of **Demand draft only**, drawn in favour of **General Manager (Electrical)**, **EHT (O&M) Circle, OPTCL, Balangir, Payable at Balangir** and the same is to be submitted to the office of the undersigned on or before the last date & time of opening of Tender along with copy of PAN & GST Certificate. *Any other mode of payment will not be considered*.

The bidders shall have to submit a non-refundable amount of **Rs. 2,299/-** (Rupees Two Thousand Two Hundred Ninety Nine) only towards the tender processing fee through e-payment gate way.

(<u>NOTE</u>: For deposit of tender processing fee to K.S.E.D.C. Ltd. Bangalore, the bidder can use various modes of e-payment facility available through Tender wizard Portal, i.e. by Credit Card, Debit Card and Net Banking).

The bidders shall scan the Demand Draft towards Tender paper Cost, EMD and acknowledgement slip for tender processing fee and upload the same in the prescribed form in **.gif** or **.jpg** format in addition to sending the original as stated above.

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

Any clarifications regarding the scope of work and technical features of the tender can be had from the undersigned during office hours.

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

> General Manager (Elect.) EHT (O&M) Circle, Balangir

SECTION-II INSTRUCTIONS TO BIDDER

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.

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/IT Act.

- i) For all the users it is mandatory to procure the Digital Signatures.
- ii) Contractors / Vendors / Bidders / Suppliers are requested to follow the below steps for Registration:
 - a. Click "**Register**", fill the online registration form.
 - b. Pay the amount of **Rs. 2,360/-** 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.
- iii) 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.
- iv) 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**
- v) To make a request for Tender Document, Bidders will have to follow below mentioned steps.
 - a) Click "Un Applied" to view / apply for new tenders.
 - b) Click on Request icon for online request.
 - c) Enter the required fields including details of D.D for tender Processing fee.
- vi) After making the request, Bidders will receive the Bid Documents which can be checked and downloaded by following the below steps:
 - Click to view the tender documents which are received by the user.
 - Tender document screen appears.
 - Click "Click here to download" to download the documents.
- vii) 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
- viii) Tender Opening event can be viewed online.
- ix) Competitors bid sheets are available in the website for all.
- x) For any e-tendering assistant contact help desk number mentioned below. Bangalore – 080- 40482000.

2. **Division of Specification**:

The Specification is mainly divided into TWO parts viz. Part-I & Part-II. **Part-I**

- i) SECTION-I E-TENDER CALL NOTICE
 ii) SECTION-II INSTRUCTION TO BIDDERS.
 iii) SECTION-III GENERAL TERMS & CONDITIONS OF CONTRACT
- iv) SECTION-IV LIST OF ANNEXURES
- IV) SECTION-IV LIST OF ANNEAUK
- v) TECHNICAL BID (in Excel Format)

<u>Part-II</u>

Price Bid (in Excel format)

e-Reverse Auction (The e-RA shall be conducted, if the variation of lowest evaluated bidder's price (L1) is more than +5% (+five percent) of the Indicative Estimated Cost) *The Tenderers are required to submit the tenders in two part.*

- 3. **Purchaser's Right Regarding Alteration of Quantities Tendered** : The Purchaser may alter the quantum of work at the time of placing order. Initially the purchaser may place orders for lesser quantity with full freedom to place extension orders for further quantity under similar terms and conditions of the original orders. Orders may also be split among more than one tenderer for any particular item, if considered necessary in the interest of OPTCL.
- 4. **<u>Purchaser's Right to Accept/Reject Bids</u>**: The purchaser reserves the right to reject any or all the tenders without assigning any reasons whatsoever, if it is in the interest of OPTCL, under the existing circumstances.

5. Mode of submission of Tenders.

- i) Tenders shall be submitted in electronic mode only. (www.tenderwizard.com/OPTCL)
- ii) *<u>Telegraphic or FAX tenders</u>* shall not be accepted under any circumstances.
- 6. **Validity of the Bids**: -The bidders are requested to keep the validity of their offer for a period of at least **180 days** from the date of opening of the tender, failing which the tenders will be rejected.
- 7. **Earnest Money Deposit (EMD)**: The tender shall be accompanied by Earnest Money Deposit of value specified in the notice inviting tenders against each bid. Tenders without the required EMD will be rejected out rightly. The earnest money deposit shall be furnished in shape of **Bank Draft** only to be drawn in favour of **General Manager (Electrical), EHT (O&M) Circle, OPTCL, Balangir, payable at Balangir**.

NOTE:-

- a) No adjustment towards EMD shall be permitted against any outstanding amount with the ODISHA POWER TRANSMISSION CORPORATION LTD.
- b) In the case of un-successful tenderer, the EMD will be refunded on written request without any interest after the tender is decided. In the case of successful Tenderer, the same will be refunded only after furnishing of the security money.
- c) Suits, if any, arising out of this clause shall be filed in a Court of law to which the jurisdiction of High Court of ODISHA extends.
- d) EMD will be forfeited if the tenderer fails to accept the letter of intent and /or purchase/work order issued in his favour or to execute the order, placed on them.
- e) Tenders not accompanied by Earnest Money shall be disqualified.
- f) EMD carries no interest.
- g) The EMD not claimed for refund within a period of one year from the date of issue of Purchase/ Work order will be forfeited.
- 8. **PRICE**: -The bidders are advised to quote their rate as per the price schedule attached with this specification and shall remain firm & F.O.R. destination inclusive of all taxes and duties, labour charge, discount, if any within the validity of the tender paper. However, Goods & Service Tax (GST) shall be paid extra as per Govt. prevailing rule.

9. **Bidders to be fully conversant with the clauses of the Specification**: Bidders are expected to be fully conversant with the meaning of all the clauses of the specification before submitting their tenders. In case of doubt regarding the meaning of any clause, the bidder may seek clarification in writing from the General Manager (El.), E.H.T. (O&M) Circle, Balangir. This, however, does not entitle the Tenderer to ask for time beyond due date, fixed for receipt of tender.

10. **Documents to Accompany Bids**:

Bidders are required to submit tenders in the following manner:

- i) Declaration Form as per Annexure-I (duly signed) to be uploaded in **.pdf format**.
- ii) Abstract of Terms & conditions in prescribed Proforma as per Annexure-II. To be keyed in, in the bid sheets provided.
- iii) General Terms & Conditions of Contract offer as per Section-II of the Specification. (All the required documents are to be uploaded.)
- iv) Bidder's Information as per Annexure-IV (duly signed) to be uploaded in .pdf format
- v) Earnest Money Deposit (EMD) (scanned copy to be uploaded).
- vi) Data on past experience, if any as per the Specification. (Scanned copy to be uploaded).
- vii) Valid GSTIN registration Certificate, Civil License & Permanent Account Number [PAN] of the firm is required under Income tax Act. (Scanned copy to be uploaded).
- viii) Any other documents required, is to be uploaded.
- ix) Schedule of prices in the prescribed Proforma in the price bid sheet provided in **.xls** format.
- 11. <u>**Conditional Offer**</u>: Conditional offer shall not be accepted.
- 12. **<u>Qualification of Bidder</u>**: The bidder must have the following documents to qualify.
 - i) Civil Contractor License (Class-B or C)
 - ii) GST Registration Certificate
 - iii) Valid PAN/ TIN.

13. <u>General</u>: -

- i) The tenderer must get him registered in tender portal by paying an amount of **Rs.2,360/-** through e-payment gate way. This registration is valid for one year.
- ii) The tender paper cost (Form fee non-refundable) for an amount of **Rs. 7,080/-** to be deposited in shape of DD only.
- iii) The tender processing fee for an amount of **Rs. 1,948/-+GST @18%** (Non-refundable) is to be paid to **KSEDC Limited**, **Bangalore** through e-payment gateway.
- iv) The EMD for an amount of **Rs. 19,481/-** to be paid in shape of DD only.
- v) The EMD shall be returned to the unsuccessful bidders after finalization of tender on written request.
- vi) 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.
- vii) Notice inviting tender shall form part of this specification.
- viii) It should be distinctly understood that the price bid and techno-commercial bid shall contain only details / documents relating to price and technical details, as mentioned herein above.
- ix) The Tenderer must submit the Cost of tender document in shape of draft only, EMD in shape of draft only and proof of Tender processing fee alongwith copy of PAN & GST Registration in a sealed cover envelope superscribing the e-Tender Notice No. & Date of opening of tender. The said envelope is to be submitted in the office of the purchaser on or before the last date and time of opening of tender.

General Manager (El.) EHT (O&M) Circle, Balangir

<u>SECTION – III</u> <u>GENERAL TERMS & CONDITIONS OF CONTRACT (G.T.C.C)</u>

1) <u>SCOPE OF CONTRACT</u>: This specification covers "Construction of Open Store Yard of 370.8 Sq.Mtr (18 Mtr X 20.6 Mtr) area at 132/33KV Grid S/S, Padampur & 345 Sq.Mtr (10 Mtr X 34.5 Mtr) area at 132/33KV Grid S/S Nuapada, under EHT (O&M) Division, Nuapada" as per the details given below.

A) Details of 370.8 Sq.Mtr (18mtr X 20.6mtr) Area at 132/33KV Grid S/S, Padampur

Sl.	Description of Work	Unit	Quantity
No.			
1	Earth work in ordinary soil within 50m, initial lead and 1.5m,	Cum	62.10
	initial lift including rough dressing and breaking clods to		
	maximum 5cm to 7cm and laying in layers not exceeding 0.3m in		
	depth and as per direction of the Engineer-in-charge		
2	Filling foundation and plinth with sand well watered and rammed	Cum	57.24
	including conveyance including cost of all materials, labour, T&P		
	required etc. complete		
3	Cement concrete (1:4:8) with 4cm size hard granite metal	Cum	57.24
	including cost of all materials, labour, T&P required etc. complete		
4	Concrete cement with portion (1:1.5:3) with using of 12mm hard	Cum	62.10
	granite chips including cost of all materials, labour, T&P required		
	etc. complete		
5	Supply of Fixing thermo cool materials in expansion and	Rmt	432.00
	contraction joint including cost of all materials, labour, T&P		
	required etc. complete as per direction of Engineer-in-charge		
6	Removal and disposal of debris, surplush earth and other	Cum	62.10
	excavated materials etc. by mechanical means upto a distance of 5		
	Km. with collecting and stacking up same head load with beyond		
	50mtr. and upto 100mtr. including loading and unloading for truck		
	transportation cost & conveyance of all labours with T&P as		
	required for the work etc. complete.		

B) Details of 345 sq.mtr (10mtr X 34.5mtr) Area at 132/33KV Grid S/S, Nuapada

Sl.	Description of Work	Unit	Quantity
No.			
1	Earth work in ordinary soil within 50m, initial lead and 1.5m, initial lift including rough dressing and breaking clods to maximum 5cm to 7cm and laying in layers not exceeding 0.3m in depth and as per direction of the Engineer-in-charge	Cum	55.35
2	Filling foundation and plinth with sand well watered and rammed including conveyance including cost of all materials, labour, T&P required etc. complete	Cum	52.65
3	Cement concrete (1:4:8) with 4cm size hard granite metal including cost of all materials, labour, T&P required etc. complete	Cum	52.65
4	Concrete cement with portion (1:1.5:3) with using of 12mm hard granite metal including cost of all materials, labour, T&P required etc. complete	Cum	55.35
5	Supply of Fixing thermo cool materials in expansion and contraction joint, including cost of all materials, labour, T&P required etc. complete as per direction of Engineer-in-charge	Rmt	240.00
6	Removal and disposal of debris, surplush earth and other excavated materials etc. by mechanical means upto a distance of 5 Km. with collecting and stacking up same head load with beyond 50mtr. and upto 100mtr. including loading and unloading for truck transportation cost & conveyance of all labours with T&P as required for the work etc. complete.	Cum	55.35

2) **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.

- (i) "The Purchaser" shall mean the General Manager, EHT (0&M) Circle, Balngir for and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD., Balangir.
- (ii) "The Engineer" shall mean the Engineer appointed by the Purchaser for the purpose of this contract.
- (iii) "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.
- (iv) "The Contractor" shall mean the bidder whose bid has been accepted by the purchaser and shall include the bidder's executives, administrators, successors and permitted assignees.
- (v) "Re-Metal gravelling over PCC" shall mean picking of old metal and excavation and after PCC, spreading of the old re-useable metal and new metal including supply of materials, labour charges etc. to be done under the contract by the Contractors.
- (vi) "Contract Price" shall mean the sum named in or calculated the bid.
- (vii) "General Condition" shall mean these General Terms and Conditions of Contract.
- (viii) "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.
- (ix) "Month" shall mean "Calendar month".
- (x) Writing" shall include any manuscript, type written, printed or other statement reproduction in any visible form and whether under seal or under hand.
- (xi) "FOR Destination costs" shall mean the cost at our work site. The cost is inclusive of all taxes & duties, labour charge etc., but excluding GST.
- (xii) The term "Contract document" shall mean and include GTCC, specifications, schedules, drawings and form of tender, Notice Inviting Tender, covering letter, schedule of prices or the final General Conditions, any special conditions, applicable to the particular contract.
- (xiii) Terms and conditions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act, failing that in the ODISHA General Clauses Act.
- 3) **PRICE:** The quoted price should be firm, F.O.R. destination inclusive of all taxes and duties, labour charge, discount, if any.
- 4) **VALIDITY:** The offer should be valid for a period of at least 180 (one hundred eighty) days from the date of opening of the tender.
- 5) **<u>COMPLETION PERIOD</u>:-** The works awarded should be commenced within 07 days of the award of the contract and to be completed in full quantity with good shape within 60 (Sixty) days from the date of issue of work order, failing which order shall be liable for cancellation with forfeiture of Security Deposit. However early completion shall be preferred.
- 6) **PENALTY FOR DELAY IN COMPLETION PERIOD:** If the contractor fails to complete the work within the completion period as stipulated under Clause No.5 (Section-III) of this tender document or any extension granted there to, the purchaser shall recover from the contractor penalty for a sum of 0.5% (half percent) of the contract price for each calendar week or part thereof of delay. However, the total amount of penalty shall not exceed 5% (five percent) of the contract. Charges towards penalty shall be counted after scheduled date of completion/issue of clear instruction to the contractor for commencement of works by the General Manager, EHT(O&M) Circle, Balangir/concerned Dy. General Manager(O&M) Division.

- 7) **EXTENSION OF TIME**: If the completion of work is delayed due to reason beyond the control of contractor, the contractor shall without delay give notice to the purchaser in writing for extension of time with detail justification. The purchaser on receipt of such notice may agree to extend the contract period, if reasonable but without prejudice to other terms and conditions of this contract.
- 8) <u>**GUARANTEE**</u>:- The work done by the contractor shall be guaranteed for a period of 12 months from the date of completion of work against any bad materials used and bad workmanship done for the work. The guarantee certificate shall be furnished to the undersigned *in triplicate* for approval. Any defect noticed during this period should be rectified/replaced by the firm free of cost provided such defects are due to faulty design, bad workmanship or bad materials used. *The rectified work should also have similar guarantee*.

9) BANK GUARANTEE TOWARDS SECURITY DEPOSIT AND PERFORMANCE GUARANTEE:

- i) A Composite Bank Guarantee (CBG) as per the Proforma enclosed at Annexure- III of the specification for 10% [Ten percent] of the total cost of the work order, shall be furnished by the successful bidder drawn from any nationalized/ scheduled bank having a place of business at Balangir, to the office of General Manager EHT (O&M) Circle, Balangir within 15 days from the date of issue of the work order. The BG shall be executed on non-judicial stamp paper worth of Rs.100.00 [Rupees One Hundred] only or as per the prevalent rules, valid for a period of 12 months from the date of stipulated completion period, for scrutiny and acceptance, failing which the order will be liable for cancellation without any further written notice. The BG should be accompanied by a confirmation letter from the concerned bank and should have provision for encashment at Balangir, before the Bank Guarantee is accepted and all concerned intimated. The B.G should be revalidated as and when intimated to you to cover the entire guarantee period.
- ii) No interest is payable on any kind of Bank Guarantee.
- iii) In case of non-fulfillment of contractual obligation, as required in the detailed work order / Specification, the composite Bank guarantee shall be forfeited.
- iv) If the Composite/Performance Bank guarantee is not submitted within the stipulated period, 10% of total amount of the bill will be deducted from your bill.
- v) The Composite/Performance Bank guarantee submitted/security deposit deducted from your bill will be refunded only after successful completion of guarantee period and after adjustment of any dues, if any.
- 10) **TERMS OF PAYMENT:** 100% Payment alongwith full taxes & duties (if any) etc. shall be made within 30 days after completion of work in full and in good condition, verification thereof by the consignee subject to approval of Guarantee Certificate, availability of funds from Head office. The bills *in triplicate* may be submitted to the Paying Officer for effecting payment.
- 11) **ADDITION & ALTERATION:** -The authority reserves the right to add or to reduce the quantum of work without assigning any reasons thereof at the time of placing of order.
- 12) <u>ADDITIONAL PERFORMANCE SECURITY / BANK GUARANTEE</u> :- Additional performance security i.e. the differential amount of the bid amount and the estimated cost shall be deposited by the successful bidder in shape of Bank Guarantee / Term Deposit Receipt pledged in favour of General Manager EHT(O&M) Circle, Balangir (BG in the prescribed format of OPTCL) within 10 days from the date of issue of Work Order. The same amount shall be released/refunded after execution of the work/expiry of the contract period without any interest on written request alongwith copy of JMC. In this regard latest guidelines of OPTCL/OPWD shall be followed.

Sl. No.	Range of difference between the estimated cost put to tender & Bid amount	Additional performance Security to be deposited by the successful Bidder
1	Below 5%	No Additional Performance Security
2	From 5% and above and below 10%	50% of (difference between the estimated cost put
		to tender & Bid amount)
3	From 10% and above	150% of (difference between the estimated cost
		put to tender & Bid amount)

- 13) **SUBMISSION OF GST REGISTRATION NO., PAN CARD & CIVIL LICENSE**:- Scanned copies of PAN, GST Registration, Civil Contractor's License (Class- B or C) valid on the date of opening of tender should be uploaded alongwith tenders, falling which the tender will be rejected. If required, the tenders shall have to produce original documents for verification any time after the opening of tender. Those who fail to produce the same and found not to be valid on the date of opening of the tender, their tenders will be rejected.
- 14) **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.
- 15) **<u>RIGHT TO REJECT/ACCEPT ANY TENDER</u>**: 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 organization. Orders may also be split up between different Tenderers on individual merits of the Tenderer. The owner has exclusive right to alter the quantities of work at the time of placing final work order.
- 16) **FORCE MAJEURE**: The contractor shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force Majeure such as acts of God, acts of the public enemy, acts of Govt., Fires, Floods, Epidemics, Quarantine restrictions, strikes, Freight Embargo, provided that the contractor shall within ten (10) days from the beginning of such delay notify the owner in writing of the clause of delay, upon which, the owner shall verify the facts and grant such extension, if facts justify.
- 17) <u>AUTHORITY</u>: General Manager (Elect.), E.H.T. (0&M) Circle, OPTCL, Balangir.

18) **CORRESPONDENCES**:

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

19) **Official Address of the Parties to the Contract**:

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

- i) <u>Purchaser</u>: General Manager (Elect.), E.H.T (O&M) Circle, ODISHA POWER TRANSMISSION CORPORATION LIMITED, At-220/132/33 KV Grid Sub-station, OPTCL, Sadeipali, P.O. – Sadeipali, Dist- Balangir – 767065, e-mail ID : ehtm.cle.bln@optcl.co.in
- ii) <u>Contractor</u>: Address:

Telephone No. e-mail ID :

20) <u>CONSIGNEE/ENGINEER-IN-CHARGE</u>:-

- (i) S.D.O., 132/33KV Grid Sub-station, OPTCL, Padampur.
- (ii) S.D.O., 132/33KV Grid Sub-station, OPTCL, Nuapada.
- 21) **PAYING OFFICER:** Dy.General Manager (Elect.), EHT (0&M) Division, OPTCL, Nuapada.
- 22) **OUTRIGHT REJECTION OF TENDERS**: Tenders shall be out rightly rejected if they are not complying with the following requirements:
 - i) The tenderer shall submit the bid in electronic mode only and shall submit the cost of tender document, EMD and Tender processing fee on or before the date and time of opening of the bid.
 - ii) The Tender shall not be submitted telegraphically or by FAX.
 - iii) The Tender shall be kept valid for a minimum period of 180 days from the date of opening of tender.
 - iv) The schedule of prices should be filled up fully to indicate the break-up of the prices including taxes and duties. Incomplete submission of this schedule will make the tender liable for rejection.
 - v) The Tenderer should quote "FIRM" price only and the price should be kept valid for a minimum period of 180 days from the date of opening of the tender.
 - vi) The tender shall not be conditional.
 - vii) There must not be any violation to the terms & conditions set forth and provided in the tender specification.
 - viii) Attested copies of valid I.T. PAN under Income tax Act. and GST Registration Certificate/ GST Clearance shall be submitted alongwith the tender.
 - ix) Valid Civil contractor's license (Class- B or C) shall be submitted along with the tender.
 - x) Attested copies of Past experience of execution of similar types of works.
 - xi) There must not be any deviation to the completion period as specified in tender specification.
 - xii) All the necessary excel sheets like techno-commercial bid sheet, price bid sheet etc. attached with the tender should be duly filled up without any empty cells.

23) SAFETY PRACTICE :

- (a) The Bidder must be followed the OPTCL safety Rule while performing the work. The workmen must be provided Safety Helmet, safety belt, safety shoe, etc. by the contractor while performing the works. No deviation will be allowed and the consignee has got any power to stop the work at any time or the beach of safety practical.
- (b) The Contractor shall be responsible for all payments of persons engaged by him for the above work, including all other statutory dues. OPTCL shall not be held responsible for any unrest caused by the above persons on account of their engagement by the Contractor. During any unrest, if any equipment or offset of OPTCL is damaged by irate workmen, the same shall be recovered from the contractor / his pending bills, if any.
- (c) The Contractor is fully responsible for any accident (General/ Electrical)/ met by the deployed persons during execution of the contract. It is the responsibility of the contractor for any compensation arising out of aforementioned accident and to be disposed off by the contractor only.

24) E- REVERSE AUCTION PROCESS SHALL BE RESORTED TO IN THE TENDER AS FOLLOWS;

- i) Based on "Evaluated Bid Price" determined pursuant to **ITB Sub Clause 27.6**, the Bids shall be ranked in ascending order as L1, L2, L3 Ln,
- ii) The Indicative Estimated Cost for e-RA for the package (s) is as indicated at **ITB 29.1** in BDS.
- iii) The e-RA shall be conducted, if the variation of lowest evaluated bidder's price (L1) is more than +5% (+five percent) of the Indicative Estimated Cost.

- iv) The Applicable Ceiling Price for e-RA for bidders shall be their "Evaluated Bid Price" determined in accordance with **ITB Sub Clause 27.6**. During e-RA, the bidders shortlisted for participation in e-RA shall be permitted to place their prices lower than their Applicable Ceiling Price.
- v) The e-RA shall be conducted on a designated electronic platform of any Application Service Provider (hereinafter referred to as "ASP"), for and on behalf of the Employer.
- vi) The ASP, as and when authorized by the Employer, will intimate the bidders regarding the details of electronic platform, procedure/modality of e-RA process and other details, prior to e-RA.
- vii) Notwithstanding above, the bidder(s) who either do not submit the requisite compliances for e- RA or do not participate in e-RA, their original price bid as opened, if valid, shall be considered for evaluation.
- viii) Notwithstanding the e-RA conducted as aforesaid, OPTCL reserves the right to hold negotiations with the bidder with lowest evaluated price after e-RA (L1 bidder).
- ix) The Employer shall be the sole judge in this regard.

STR	ATEGY FOR E-REVERSE AUCTION	
1	Bidders are required to go through the guide lines given below and submit their acceptance to the same.	
2	e-Reverse Auction (RA) will be conducted in e-tender portal of OPTCL on specified date and time, while bidders shall quote from their own offices/places of their choice. Internet connectivity shall be ensured by the respective agencies/bidders themselves.	
3	Demonstration/training (if not trained earlier) of bidder's nominated person(s), shall be done by KEONICS to explain all the rules related to e-Reverse Auction/ Business Rule document to be adopted.	
4	The strategy to be used for reverse auction shall be "DYNAMIC TEMPLATE BIDDING"	
Proc	edure for electronic Reverse Auctioning (e-RA):	
5	 a) The e-RA shall be conducted on www.tenderwizard.com/OPTCL only. b) Bidder has to submit letter towards agreement to the Process related Terms & Conditions for e- Reverse Auction, as per (Reverse Auction Process Compliance Form at Annexure-V). In non-receipt of the same, vendors will not be allowed to participate in e-RA. c) e-RA shall be carried out after opening of Price bids and completion of Price bid evaluation, which will be intimated only to the techno-commercially qualified bidders by OPTCL as per procedure given below. d) OPTCL reserves the right to conduct e-RA and it is obligatory on part of bidder(s) invited to participate in e- RA process once they have responded to the techno-commercial bid. 	
6		

 carried out with both the parties without any elimination. However, OPTCL resert the right to invite the evaluated L1 bidder for negotiation without conducting the RA. In case of price submitted by any bidder is found to be abnormal, OPTCL resert the right to reject the bid of the bidder(s). Rank of bidders would be displayed as per the total cost to OPTCL, including Taxes and Duties payable by OPTCL as per the provisions of the bid document & after e-RA process is over. Names of bidders/ vendors shall be anonymously masked in the e-RA process. Name bidders/vendors shall be anonymously masked in the e-RA process. (ii) In case of RA, start/reference price and step value of decrement shall be indica to the bidders at the start of the auction. Any participating bidder can bid on multiple step decrement lower than the prevailing lowest bid at that time. Bidder shall be able to view Bid Start Price, Bid Decrement Value, Prevail Lowest Bid value, last Bid Placed by him and time left for bidding. (iii) The step value of decrement in a package to be offered by bidder (the minim amount of reduction in the total bid price including all taxes & duties dur auction), shall be kept at 0.15% of L1 bidder's final evaluated price (or) approved amount as decided by OPTCL. (iv) Bidders can only quote any value lower than their previous quoted pr However, at no stage, increase in Price will be permissible. (v) At any point during Reverse Auction, bidding Price field shall remain enabled the bidders. The reverse auction period of atto stered auct period (1st slot) will be of thirty (30) minutes with provision of auto extendior (10) ten minutes from the schedule/ extended alcosing time. If any fresh lower is received in last ten minutes on finital auction period or extended auct period of e-reverse auction shall get extended automatically without provision of auto extendior (10) ten minutes from the sche		
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 8 After conclusion of e-Reverse Auction i.e. (Closing Price in Reverse Auction will taken as offered price by the L1 bidder), decrease in price of individual head of template shall be considered proportionately on all individual line items of respective head of the price schedule of the successful L1 bidder . Any bid received at the tender wizard server end subsequent to closure of e-RA shall be summarily rejected and shall not be considered as a valid bid un whatsoever circumstances. For this purpose, tender wizard server log shall prevent bidder shall not involve himself or any of his representatives in primanipulation of any kind directly or indirectly by communicating with other bidd During Reverse Auction, If no bid is received within the specified time, OPTCL, at discretion, may decide to close the reverse auction process/proceed w conventional mode of tendering [Evaluation of Part-II (price bid) submitted bidders earlier]. 9 Consequent upon completion of e-Reverse Auction, OPTCL's decision on award contract shall be final and binding on the bidders. OPTCL shall be at liberty to call the L1 bidder for further process/ negotiation also at liberty to cancel the e-reverse auction process/ re-tender at any time, with assigning any reason thereof. OPTCL can decide to reschedule or cancel any rever auction: the bidders shall be informed accordingly. 		 bidders/vendors shall be anonymously masked in the e-RA process. (ii) 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. (iii) 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. (iv) Bidders can only quote any value lower than their previous quoted price. However, at no stage, increase in Price will be permissible. (v) 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 b id received during schedule/extended slot, the auction shall get closed automatically without further extension. (vi) 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
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also at liberty to cancel the e-reverse auction process/ re-tender at any time, with assigning any reason thereof. OPTCL can decide to reschedule or cancel any reve auction: the bidders shall be informed accordingly.	9	
		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

SECTION-IV

(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.

(i)	Declaration Form	ANNEXURE – I
(ii)	Abstract of Terms & Conditions to accompany Section-II	ANNEXURE – II
	of Part – I	
(iii)	Composite Bank Guarantee form for Security Deposit,	ANNEXURE – III
	Payment and Performance	
(iv)	Bidders Information	ANNEXURE – IV
(v)	Reverse Auction Process Compliance Form	ANNEXURE – V

<u>ANNEXURE – I</u> DECLARATION FORM

To General Manager (Elect.) E.H.T. (O&M) Circle, OPTCL, Balangir

Sub:- e-Tender Specification No. –_____

Sir,

- 1. Having examined the above specification together with Tender conditions referred to therein, I/We the undersigned hereby offer to take up the work including supply of materials, labour charges & T&P in all respect as per the Specification and General Conditions, at the rates entered in the attached contract schedule of prices in the Tender.
- 2. *I/We hereby undertake to have completed the work within the time specified in the Tender.
- 3. *I/We here Guarantee the technical particulars given in the Tender supported with necessary reports from concerned authorities.
- 4. *I/We certify to have submitted the bid electronically by remitting (Strike out whichever is not applicable) Cash / Money order / D.D. / remitting the cost of tender, and this has been acknowledged by your letter No. _____ Dated: _____ here with.
- 5. In the event of Tender being decided in my / our favour, I / We agree to furnish the Composite B.G. in the manner acceptable to ODISHA POWER TRANSMISSION CORPORATION LTD. and for the sum as applicable to me / us as per Clause-9 of Section-III of this Specification within 15 days of issue of Letter of intent / Work order failing which I / We clearly understand that the said letter of intent / Work order will be liable to be withdrawn by the Purchaser and the EMD & Security Deposit deposited by us shall be forfeited by OPTCL.

Signed this _____ day of _____ 2024____

Yours faithfully,

Signature of Tenderer with Seal of the Company

(This form should be fully filled up by the Tenderer and uploaded at the time of submission of tender)

*(strike out whichever is not applicable)

<u>ANNEXURE – II</u> <u>ABSTRACT OF GENERAL TERMS & CONDITIONS OF CONTRACT (COMMERCIAL)</u> <u>TO ACCOMPANY PART – I</u>

1	Cost of tender document vide D.D No & Date	
1	Cost of tender document vide D.D No & Date	
2	Earnest Money Deposit vide DD No. & Date	
3	Tender Processing Fee :	
0	e-payment confirmation	
4	Contractor's Work experience (if any) including user's certificate	YES/NO
	furnished or not	,
5	Completion Period :- Whether agreeable to OPTCL's desired	YES/NO
5	completion period as indicated at in the specification	115/110
(
6	Guarantee:- Whether agreeable to OPTCL's terms.	YES/NO
7	Whether agreeable to furnish Composite B.G. in case his tender be	YES/NO
	successful	1E3/NO
8	Terms of payment:- Whether agreeable to OPTCL's terms or not.	YES/NO
0	rennis of payment. Whether agreeable to of rens terms of not.	115/110
9	Nature of Price:- FIRM, F.O.R. Destination	YES/NO
_		120/110
10	Penalty:- Whether agreeable to OPTCL's terms or not	YES/NO
_		-1 -
11	Validity: - Whether agreeable to OPTCL's terms or not	YES/NO
12	Whether declaration form duly filled in furnished or not.	YES/NO
13	Whether scanned copy of GST Registration Certificate furnished	YES/NO
14	Whether scanned copy of PAN furnished	YES/NO
15	Whether scanned copy of Civil License furnished	YES/NO

Place: Date:

Signature of the Tenderer with Seal of the Company

<u>ANNEXURE – III</u> <u>PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT, PAYMENT</u> <u>AND PERFORMANCE</u>

	This Guarantee Bond is executed this	day of	2024 by us the
	Bank at		
P.O	P.S	District	
State			

- 1. WHEREAS the ODISHA POWER TRANSMISSION CORPORATION LTD., a body corporate constituted under the Electricity Act, 2003 [hereinafter called "the OPTCL" which shall include its successors and assigns has placed orders No. _____Date _____[hereinafter called "The Agreement"] on M/s. [hereinafter called "The Contractor"] which shall include its successors & assigns for execution of the work. AND WHERE AS the contractor has agreed to execute the work for OPTCL in terms of the said agreement AND WHEREAS the OPTCL has agreed [1] to exempt the contractor from making payment of Security [2] to release 100% payment of the cost as per the said agreement and [3] to exempt from performance guarantee on furnishing by the contractor to OPTCL, a Composite bank Guarantee of the value of 10% [Ten percent] of the contract price of the said agreement. NOW THEREFORE, in consideration of the OPTCL having agreed [1] to exempt the contractor from making payment of Security [2] releasing 100% payment to the contractor and [3] to exempt from furnishing performance guarantee in terms of the said agreement as aforesaid, we, [Bank][hereinafter referred to as the "the Bank"] do hereby undertake to pay to the OPTCL an amount not exceeding Rs._____] only against any loss or damage caused to or suffered by or would be caused to or suffered by the OPTCL by reason of any breach by the said contractor [s] of any of the terms or conditions contained, in the said agreement.
- 2. We, (the ______Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the OPTCL stating that the amount claimed is due by way of loss or damage caused to or suffered by the OPTCL by reason of any breach by the said contractor [s] of any of the terms or conditions, contained in the said agreement or by reason of the contractor's failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.______/- [Rupees______] only.
- 3. We, (the______ Bank) also undertake to pay to the OPTCL any money so demanded not withstanding any dispute or disputes raised by the contractor [s] in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

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

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

- 5. We,(the ______Bank) further agree that the 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 agreement or to extend time of performance by the said Contractor [s] and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said contractor [s] or for any forbearance, act or omission on the part of the OPTCL or any indulgence by the OPTCL to the said Contractor [s] or by any such matter or thing whatsoever which under the law relating to sureties would but these provisions have effect of so relieving us.
- 6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank and contractor [s].
- 7. We, (the _____Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the OPTCL in writing.
- 8. We (the _____Bank) further agree that this guarantee shall also be invokable at our place of business at Balangir (indicate the name of the branch)in the state of ODISHA.

Notwithstanding anything contained herein.

1) Our liability under this bank guarantee shall not exceed Rs.____/- (Rupees _____) only

2) The bank guarantee shall be valid up to Dt.

3) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only & only if you serve upon us at ______Branch at Balangir a written claim or demand on or before Dt._____.

Dated _____ Day of _____

For______ [Indicate the name of Ban]

[Indicate the name of Bank]

Witness	(Signature, Name & Address)

1.

2.

Page -**20-** of **-22-**

ANNEXURE-IV BIDDER'S INFORMATION

SL. No.	The bidder shall furnish general information in the following format	
1	Name of the Bidder	
2	Address	
3	City	
4	Pin Code	
5	Contact Person's Name	
6	Telephone No.	
	Office :	
	Residence :	
7	FAX No.	
8	E-Mail	
9	GSTIN Registration No.	
10	PAN	
11	Civil License	

Place: Date:

Signature of the Tenderer with Seal of the Company

ANNEXURE-V

REVERSE AUCTION PROCESS COMPLIANCE FORM

To,

The General Manager (Elect) EHT (O&M) Circle, Balangir.

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

Ref:- e-Tender Specification No.: _____

Dear Sir,

This letter is to confirm that:

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

With regards,

Signature with Designation with Company Seal, Name & Address (Person having power of attorney for the subject package)

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