



# ଓଡିଶା ବିଦ୍ୟୁତ୍ ଶକ୍ତି ପ୍ରଚାରଣ ନିଗମ ଲି.ଠ.

ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Government of Odisha Undertaking)

O/O The Executive Director, Southern Zone, Berhampur

220/132/33 KV Grid Sub-station Campus, Narendrapur

At: Sanakushasthali, P.O: Badakushasthali, Berhampur, Dist: Ganjam,  
Odisha – 760007

E-mail: zone.berhampur@optcl.co.in

CIN: U401020R2004SGC007553

## NOTICE INVITING TENDER-NIT NO. ED-SZ-BAM-07/2024-25.

### TENDER DOCUMENT No: ED-SZ-BAM- e-Tender- Fencing wall - 07/2024-25

Package 1: “Construction of GI wire mesh fencing at 132kV & 33kV switchyard of 132/33kV Grid sub-station, Chatrapur” under EHT (O&M) division, OPTCL, Chatrapur” at an estimated cost of **Rs. 39, 72, 275.00 (Rupees Thirty nine lakh Seventy two thousand Two hundred Seventy five only)** including GST.

Package 2: “Construction of GI wire mesh fencing for switchyard of 132/33kV Grid sub-station, Rayagada under EHT (O&M) division, Rayagada” at an estimated cost of **Rs. 31, 06, 027.00 (Rupees Thirty one lakh Six thousand Twenty seven only)** including GST.

For further details, please visit the Official  
Website of OPTCL “[www.optcl.co.in](http://www.optcl.co.in)” &  
e-Tender Portal of OPTCL [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL)



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CIN: U40102OR2004SGC007553

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### DISCLAIMER

All information provided as a part of this Tender document to the prospective Applicants by the ODISHA POWER TRANSMISSION CORPORATION LIMITED, is subject to the terms and conditions set out in this tender and any addendum to the same (as and when issued in writing).

This tender document not an agreement and is neither an offer nor invitation by the OPTCL to the prospective Applicants or any other person. The purpose of this document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this tender.

This tender document does not claim to contain all the information each Applicant may require. Each Applicant is advised to conduct its own due diligence and check the accuracy, reliability and completeness of the information in this tender document and obtain independent advice from appropriate sources as deemed necessary. OPTCL makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this tender document. OPTCL may at their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender document.

<Executive Director>

<email id- [zone.berhampur@optcl.co.in](mailto:zone.berhampur@optcl.co.in)>



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**ODISHA POWER TRANSMISSION CORPORATION LIMITED**  
(A Government of Odisha Undertaking)  
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At: Sanakushasthali, P.O: Badakushasthali, Berhampur, Dist: Ganjam,  
Odisha – 760007  
E-mail: zone.berhampur@optcl.co.in  
CIN: U40102OR2004SGC007553

## NOTICE INVITING TENDER (NIT)

### (DOMESTIC COMPETITIVE e-BIDDING)

**No: ED-SZ-BAM-07/2024-25**

ODISHA POWER TRANSMISSION CORPORATION LTD (OPTCL), Bhubaneswar, invites bids (in e- tendering mode only) under single stage two-envelop system from reputed Contractors having valid 'B'/'C' Class Civil license and HT/EHT License for;

Package 1: **“Construction of GI wire mesh fencing at 132kV & 33kV switchyard of 132/33kV grid sub-station, Chatrapur” under EHT (O&M) division, OPTCL, Chatrapur**” at an estimated cost of **Rs. 39, 72, 275.00 (Rupees Thirty nine lakh Seventy two thousand Two hundred Seventy five only)** including GST.

Package 2: **“Construction of GI wire mesh fencing for switchyard of 132/33kV grid sub-station, Rayagada under EHT (O&M) division, Rayagada”** at an estimated cost of **Rs. 31, 06, 027.00 (Rupees Thirty one lakh Six thousand Twenty seven only)** including GST.

For complete set of bid document and further details, interested bidders may visit “<http://www.optcl.co.in> w.e.f. < 10:30 Hrs > dated <31.01.2025> to < 11:00 Hrs > dated <14.02.2025>.

<Executive Director>  
<email id- zone.berhampur@optcl.co.in>



## ଓଡିଶା ବିଦ୍ୟୁତ୍ ଶକ୍ତି ସଂଚାରଣ ନିଗମ ଲି.ଃ.

**ODISHA POWER TRANSMISSION CORPORATION LIMITED**  
 (A Government of Odisha Undertaking)  
 O/O The Executive Director, Southern Zone, Berhampur  
 220/132/33 KV Grid Sub-station Campus, Narendrapur  
 At: Sanakushasthali, P.O: Badakushasthali, Berhampur, Dist: Ganjam,  
 Odisha – 760007  
 E-mail: zone.berhampur@optcl.co.in  
 CIN: U401020R2004SGC007553

Sl. No.	Particulars
1.	<b>Tender Notification :</b> Notice Inviting Tender (NIT)
2.	<b>Bid Documents:</b> <b>VOLUME-I (Free View):</b> Section-I: e-Notice Inviting Tender (e-NIT). Section-II: Instruction to Bidder (ITB). Section-III : General Conditions of Contract (GCC) Section-IV: BID PROPOSAL SHEET (BPS). Section-V: ANNEXURES.
	<b>For Participant Bidder(s)</b> <b>VOLUME-II : (ENCLOSED SEPARATELY)</b>
	Section-I: SCOPE OF WORK, TECHNICAL SPECIFICATIONS.
3.	<b>For Participant Bidder(s)</b> <b>Bid Forms (In .XLS Formats):</b> (AVAILABLE IN THE e-TENDER PORTAL OF OPTCL)
	Section-I: TECHNICAL SCHEDULES.
	Section -II: PRICE SCHEDULES.

# **CONTENTS**

## **VOLUME-I**

**Section-I: e-Notice Inviting Tender (e-NIT).**

**Section-II: Instruction to Bidder (ITB).**

**Section-III: General Conditions of Contract (GCC)**

**Section-IV: BID PROPOSAL SHEET (BPS)**

**Section-V: ANNEXURES**

## SECTION I

### e-NOTICE INVITING TENDER (e-NIT)

#### (DOMESTIC COMPETITIVE BIDDING)

Odisha Power Transmission Corporation Ltd. (OPTCL), Bhubaneswar, invites bids (in e-tendering mode only) under single stage two-envelope system from reputed contractors having valid 'B'/ 'C' Class Civil license and HT/EHT License for the following works as per the following details.

**Package 1: “Construction of GI wire mesh fencing at 132kV & 33kV switchyard of 132/33kV grid sub-station, Chatrapur” under EHT (O&M) division, OPTCL, Chatrapur”** at an estimated cost of **Rs. 39, 72, 275.00 (Rupees Thirty nine lakh Seventy two thousand Two hundred Seventy five only)** including GST.

**Package 2: “Construction of GI wire mesh fencing for switchyard of 132/33kV grid sub-station, Rayagada under EHT (O&M) division, Rayagada”** at an estimated cost of **Rs. 31, 06, 027.00 (Rupees Thirty one lakh Six thousand Twenty seven only)** including GST.

The bidder(s) can free view/download the tender documents (Volume –I) from official website of OPTCL “[www.optcl.co.in](http://www.optcl.co.in)” / e-tender portal of OPTCL “[www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL)”. However, the tender documents (Volume –II) and Bid Forms (in .XLS sheet) shall be available only to the bidder(s) who have enrolled themselves on the e-tender portal of OPTCL “[www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL)”.

1. The intending bidder(s) shall have to pay the non-refundable tender paper cost of **Rs.14, 160 (Rupees Fourteen thousand One hundred Sixty)** only including GST@18% for the concerned work (as mentioned in the following TABLE-A), **in the form of Demand Draft / RTGS /NEFT in favour of Southern Zone, OPTCL, Berhampur, SB Account No.625902010002752, IFSC Code: UBIN0562599, Union Bank of India, Kamapalli Branch, Berhampur** prior to schedule date & time for submission of bid.
2. The bidder(s) shall have to submit the non-refundable tender processing fee for the concerned package(s)/ works (as mentioned in the following TABLE-A) through e-payment mode payable directly to K.S.E.D.C.Ltd, Bengaluru.  
*(NOTE: For tender processing fee to K.S.E.D.C. Ltd. Bengaluru, the bidder can use various modes of e-payment facility available on Tender wizard Portal, i.e. by Credit Card, Debit Card, and Net Banking).*
3. **The bidder(s) shall have to furnish Bid Security / EMD in form of DD / BG (Annexure-XI) as per Tender Schedule.** The bidder(s) shall submit Proof of payment of Tender Cost, Tender Processing fees against each package/works and shall upload the same in the prescribed attachment in .gif or .jpg format in addition to submitting the original to the undersigned on or before the scheduled date and time for opening of Technical Bid.
4. The prospective bidder(s) are advised to register their user ID, Password, company ID with e-tender portal of OPTCL “[www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL)” by clicking on hyper link “Register Me”.
5. Any clarifications on the project can be had from the undersigned during office hours prior to the pre-bid conference.
6. The interested bidder(s) may participate in the bidding process for the package/ works wise as per the ITB.

<Executive Director, Southern Zone, Berhampur>  
<email id- [zone.berhampur@optcl.co.in](mailto:zone.berhampur@optcl.co.in)>

**TABLE-A****Tender Schedule**

<b>SL NO</b>	<b>Particulars</b>	<b>Remarks</b>
1.	Name of the Work	<b>Package 1:</b> “Construction of wire mesh fencing at 132kV & 33kV switchyard of 132/33kV grid sub-station, Chatrapur” under EHT (O&M) division, OPTCL, Chatrapur” at an estimated cost of the work for Rs. 39, 72, 275.00 (Rupees Thirty nine lakh Seventy-two thousand Two hundred Seventy five only) including GST. <b>Package 2:</b> “Construction of GI chain link mesh fencing for switchyard of 132/33kV grid sub-station, Rayagada under EHT (O&M) division, OPTCL, Rayagada” at an estimated cost of the work for Rs. 31, 06, 027.00 (Rupees Thirty one lakh Six thousand Twenty seven only) including GST.
2.	NIT No.	ED-SZ-BAM-07/2024-25
3.	Tender Document No.	ED-SZ-BAM- e-Tender- Wire mesh fencing-07/2024-25
4.	Name of the Division	Package 1: <b>EHT (O&amp;M) division, OPTCL, Chatrapur</b> Package 2: <b>EHT (O&amp;M) division, OPTCL, Rayagada</b>
5.	Project Completion Period	Package 1: <b>03 Months</b> Package 2: <b>03 Months</b>
6.	Estimated Cost of the Work.	<b>Package 1:</b> Rs. 39, 72, 275.00 (Rupees Thirty nine lakh Seventy-two thousand Two hundred Seventy five only) including GST. <b>Package 2:</b> Rs. 31, 06, 027.00 (Rupees Thirty one lakh Six thousand Twenty seven only) including GST
7.	Cost of Tender documents (IN INR)	<b>₹ 14,160.00 [12,000+ GST @18%]</b> (Rupees Fourteen thousand one hundred sixty) Only in the form of <b>Demand Draft / RTGS /NEFT in favour of Southern Zone, OPTCL, Berhampur, SB Account No.625902010002752, IFSC Code:UBIN0562599, Union Bank of India, Kamapalli Branch, Berhampur prior to schedule date &amp; time for submission of bid.(non-refundable)</b>
8.	Tender Processing fees.	<b>Package 1: ₹ 4,687/- [3,972+ GST @18%]</b> (Rupees Four thousand six hundred eighty-seven) only. <b>Package 1: ₹ 3,665/- [3,106+ GST @18%]</b> (Rupees Three thousand six hundred sixty-five) only. (To be paid to <b>K.S.E.D.C. Ltd, Bengaluru</b> on e-payment mode. <b>NOTE: For tender processing fee to K.S.E.D.C. Ltd. Bengaluru , the bidder can use various modes of e-payment facility available through Tender wizard Portal, i.e. by Credit Card, Debit Card, Net Banking) .(Non-refundable)</b>
9.	Bid Security for the Work (Earnest Money Deposit) in form of	Package 1: <b>Rs.39,723.00</b> Package 2: <b>Rs.31,060.00</b>

	Demand Draft or Bank Guarantee	
10.	Request for Online Bid Documents	<b>From &lt; 10:30 Hrs &gt; dated &lt;31.01.2025&gt; to &lt; 11:00 Hrs &gt; dated &lt;14.02.2025&gt;</b>
11.	Issue of Online bid document	<b>From &lt; 10:31 Hrs &gt; dated &lt;31.01.2025&gt; to &lt; 11:01 Hrs &gt; dated &lt;14.02.2025&gt;</b>
12.	Date , Time and Place for Pre-Bid Conference	Pre-bid queries shall be received up to dated <b>07.02.2025, 17.00 Hrs.</b> on webmail: <a href="mailto:zone.berhampur@optcl.co.in">zone.berhampur@optcl.co.in</a>
13.	Last date and time of submission of bids.(Part-I & Part-II)	<b>&lt; 13:00 Hrs &gt; dated &lt;14.02.2025&gt;</b>
14.	Date and time of opening Technical bids (Part-I)	Dated <b>&lt;14.02.2025&gt;</b> on or after <b>&lt; 15:00 Hrs &gt;</b>
15.	Date and Time of Opening of Price Bids (Part – II)	Will be intimated later online to the responsive bidder(s) through the e-tender portal.

**<Executive Director, Southern Zone, Berhampur>**  
<email id- zone.Berhampur@optcl.co.in>



**SECTION-II**  
**INSTRUCTION TO BIDDER (ITB)**  
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<b>SL No</b>	<b>Description</b>
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5.0	Important Instruction to Bidders
6.0	e-Tender Processing Guidelines
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32.0	Additional Performance Security

## **INSTRUCTION TO BIDDER (ITB)**

### **A. INTRODUCTION:**

#### **1.0 GENERAL INFORMATION:**

The Odisha Power Transmission Corporation Limited (OPTCL), Janpath, Bhubaneswar invites e-tenders for the following package as per Scope of Works, Technical Requirements & Technical Specifications as specified in Volume-II. All bids shall be prepared and submitted in accordance with these instructions.

**Package 1: “Construction of GI wire mesh fencing at 132kV & 33kV switchyard of 132/33kV grid sub-station, Chatrapur under EHT (O&M) division, OPTCL, Chatrapur” at an estimated cost of the work for Rs. 39, 72, 275.00 (Rupees Thirty-nine lakh seventy-two thousand two hundred seventy-five only) including GST.**

**Package 2: “Construction of GI wire mesh fencing for switchyard of 132/33kV grid sub-station, Rayagada under EHT (O&M) division, OPTCL, Rayagada” at an estimated cost of the work for Rs. 31, 06, 027.00 (Rupees Thirty-one lakh six thousand twenty-seven only) including GST.**

- The work is being executed by OPTCL.
- The nature of Work is Capital work.
- The work shall be executed as per the norms, specification and standards prescribed by OPTCL.

#### **2.0 BRIEF SCOPE OF WORK:**

##### **2.1 Scope of Works:**

**Package 1: “Construction of GI wire mesh fencing at 132kV & 33kV switchyard of 132/33kV grid sub-station, Chatrapur” under EHT (O&M) division, OPTCL, Chatrapur”.**

**Package 2: “Construction of GI wire mesh fencing for switchyard of 132/33kV grid sub-station, Rayagada under EHT (O&M) division, OPTCL, Rayagada”.**

#### **Note:**

1. The aforesaid scope of work is only indicative.
2. The detailed BOQ (Bill of Quantity) is given in the Price schedule.

- 2.2** In case there is any discrepancy in the item description between the BOQ of the Price Schedule and the Technical Specification, the Technical specification shall prevail and the Bidder(s) should quote accordingly.

### **3.0 ONLINE e-TENDERING SCHEDULE:**

- 3.1** The schedule for on line request, issue of bid document, date and time of submission of bid, date and time of opening of Technical bid is as per Table-A in the e-NIT.
- 3.2** Date and Time of opening of Price Bids (Part-II) shall be informed to all the eligible bidders at a later date through the e-Tender Portal of OPTCL.
- 3.3** Bidders are requested to visit the proposed Works Sites and get familiarized fully with the site conditions & requirements before submitting the bid, preferably before pre-bid conference at their own cost.

### **4.0 QUALIFYING REQUIREMENTS (QRs) OF BIDDER(S):**

This bid is open to any Contractor domicile in India independently who meets the following Technical qualifying requirement;

- N.B:** The bidders may either participate in a single package or in any other combinations of packages and the qualifying requirements shall be considered accordingly.

#### **4.1 Technical:**

- 4.1.1** The bidder, as a Principal Contractor must have successfully executed the **similar type of works such as RCC footing, column, brick masonry work, GI item work and its fabrication** in any transmission/Generation/other Utility in State Govt. / Central Govt. / any PSU in India during last 7 Years reckoned from the date of opening of Bid. [The above work should have been completed and successfully working for a minimum period of one year reckoned from the date of opening of bid.]
- 4.1.2** The bidder should possess a **valid HT/EHT License having EHT Supervisor and Civil license (B/C)** according to the following Table from the competent licensing authority, as on the date of submission of the tender.

SI No.	Class of Contractor	Range of Financial Limit
1	Super Class	Above Rs. 20 Crore
2	Special Class	Above Rs. 6 Crore and upto Rs. 50 Crore
3	'A' Class	Above Rs. 1 Crore and upto Rs. 20 Crore
4	'B' Class	Above Rs. 20 Lakh and upto Rs. 3 Crore

5	'C' Class	Upto Rs. 40 Lakh
6	'D' Class	Upto Rs. 20 Lakh

**NB: However, the HT/EHT license holder may hire a suitable civil license holder and vice-versa by making an agreement / affidavit on notarized non-judicial stamp paper for the purpose.**

- 4.1.3** The Bidder must upload copies of the relevant Work Orders along with Completion Certificate in proof of successful execution of similar Works and Performance Certificates duly signed by the competent authority of the Principal employer in proof of successful operation of the above quantum of works. The works experience schedule shall be as per proforma given here under Table Tech-1
- 4.1.4** The bidders who have earlier failed to execute even a single work order of the OPTCL/ Govt. Of Odisha /Govt. funded Project during last three financial years (and the current financial year) or who stand currently debarred / blacklisted by OPTCL / Govt. Of Odisha/any other Distribution / Transmission / Generation Utility in India shall not be eligible to participate in this tender.
- 4.1.5** The bidder should not have any pending litigation with OPTCL with regard to any project / work or related activity.
- 4.1.6** The bidder shall also disclose if he was black listed by any utility in the past & Detection of the bidder's non-disclosure of these facts at any stage will lead to rejection of the bid or termination of the contract with forfeiture of EMD/CPBG.
- 4.1.7** The bidder must not been declared Insolvent or referred to National Company Law Tribunal (NCLT) under the [Insolvency and Bankruptcy Code](#) (IBC), 2016.

### **Table: Tech-1**

#### **Work Experience Schedule**

Work Order Ref.				RCC footing, column, brick masonry work, GI item work and its fabrication / similar types of work as per Sl. No. 4.1.1 in EHT Grids S/S.		
Sl. No.	FY	Name of the Client	Work Order Ref (No. & Date)	Quantity (Running meter of boundary wall)	Date of Completion	Documents provided in proof of having completed the works and/or of successful completion

Note:

1. The Tech-I (Work Experience Schedule) is in .XLS format as Schedule-IV of Technical bid hosted in the Tender portal and the same shall be keyed in by the bidder(s).
2. Supporting documents in favour of the above mentioned requirement shall have to be submitted/ uploaded by the Bidder as an attachment to the e-tender folder (Attach 3.pdf).
3. Failure to furnish/upload any or all information as required as a part of Bid document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

## 4.2 Financial:

**4.2.1 The Minimum Average Annual Turnover (MAAT)** requirement of the bidder (The Average of Best Three Financial Years out of the Last Five Financial Years preceding to the year of NIT) shall not be less than **[i.e. Estimated Cost/Schedule Completion Period in year\*1.5] Rs.2.38 Crore for Package-1, Rs.1.86 Crore for Package-2**. In case the Bidder is in existence for less than three financial years, the average annual turnover shall be sum of turnover in the completed no of financial years divided by three for the purpose of meeting the above criteria. Turnover of the bidding company on standalone basis only (excluding its associate companies on Standalone Basis) shall be considered for arriving at Annual Turnover. While calculating the turnover, only project/work related turnover shall be taken into consideration.

### Table: Fin-1

#### MAAT Schedule

Sl. No	Financial Year	Project/Work Annual Turnover (excluding associate companies on Standalone Basis) of the Bidder (in INR Crores)	Related Turnover on Standalone Basis (excluding associate companies on Standalone Basis) of the Bidder (in INR Crores)
1			
2			
3			
4			
5			
A. Total of best 3FY Project related Annual Turnover			
B. = (A/3) Average of project related Annual Turnover for best 3FY			

Note:

The bidder has to furnish the certificate from the Chartered Accountant (CA) certifying the Project/work related Annual Turnover of the company only (excluding its Associated Companies on Standalone Basis) based on audited accounts of the last Five Financial Years.

**4.2.2 The liquid assets** (Cash at Bank & Fixed Deposit) and Un-Utilised credit facility (both Fund & Non Fund based) available from bank(s) duly certified by the Bank(s) within one Month prior to the date of Tender opening should not be less than **[i.e. not less than 15% of estimated cost of the work] ₹ 5.96 Lakh for Package-1, ₹ 4.66 Lakh for Package-2**. Bidder shall be financially sound and stable. The liquid assets (Cash at Bank & Fixed Deposit) and Un-Utilised credit facility (both Fund & Non Fund based) available from bank(s) duly certified by the Bank(s) within one Month prior to the date of Tender opening. **If there is any discrepancy between LA & UUCF certified by the Bank & Chartered Accountant (CA), then bank certified figure shall be taken as final.**

**Table: Fin-2**

**(Liquid Assets and Un-Utilised Credit Facility Schedule)**

Work Quoted for	Estimated Cost of the Work (Rs. in Lakh)	Liquid Assets as on .....		Un-Utilised Credit Facility as on ....	
		Description	(Rs. in Cr)	Description	(Rs. in Cr)
		Cash in Hand		Cash Credit	
		Cash at Bank		LC and BG	
		Fixed Deposits		Others (Pl Specify)	
		Total Liquid Assets		Total Un-Utilised Credit Facility	
		<b>Grand Total: Total Liquid Assets + Total Un-Utilised Credit Facility.</b>			

**Note:**

The above Table – FIN-2 of the Bidder(s) to be certified by Chartered Accountant (CA). The date of position of Liquid Assets and Un-Utilised Credit Facility Schedule certified by Bank and CA should be same.

**4.2.3 Net worth** of bidder as per the audited financial results shall be positive on the last day of the preceding financial year. **Net Worth means the sum total of the paid-up share capital** and free reserves (excluding reserves created out of the revaluation of assets, write back of depreciation provisions and amalgamation & Capital Reserve) net of P&L A/C (Dr. balance) and miscellaneous expenses to the extent not adjusted or written off.

**Table: Fin-3**

**Net Worth Schedule as on Dt.....**

Sl. No.	Particulars	Amount (In Rs. Crore)
01	Paid-up share capital	
02	Free Reserves excluding the reserves created out of the following; Revaluation of assets. Write Back of depreciation Provisions. Amalgamation. Capital Reserve	
03	Less, P&L A/C (Dr. balance)	
04	Less, Miscellaneous expenses to the extent not written off.	
05	Total: (5=1+2-3-4)	
Note: The above Table of the Bidder(s) to be certified by Chartered Accountant (CA).		

**4.2.4 BID Capacity Qualification:**

~~A bidder shall meet the following bid capacity Qualification Criteria along with other Technical Qualifying requirement before his bid is considered for opening of the price bid.~~

<del>Bidder's Bid Capacity</del>	<del>The bid capacity of the bidder shall be considered as 200% of highest project related annual turnover (on Standalone Basis) in any financial year during the last 5 financial years reckoned from the year of NIT, which shall be evaluated by OPTCL based on the information furnished by the bidder as per the format FIN No. 4 &amp; FIN No. 5.</del>
<del>Bidder's Participation in the bid</del>	<del>A bidder may participate in the bidding of any of the package(s)/works irrespective of bidder's bid capacity.</del>



Bidder's Technical Eligibility	Bidder shall be Technically eligible based on the qualifying requirement mentioned under Clause 4 (Qualifying Requirements (QRs) of Bidder) except Bidders Bid Capacity.
Bidder's Price Bid Opening Eligibility based on the Bidder's Bid Capacity Qualification.	<p>The bidder shall be eligible for opening of the Price Bid based on the available bid capacity defined as under;</p> <p>Available bid capacity:  <math display="block">= [(2 \times A) - (0.5 \times B) - C]</math>, should be equal to or more than the tendered estimated price</p> <p>where,</p> <p>A= Highest Project Related Annual Turnover of the Bidder (on Standalone Basis) in any financial year during last five financial years as per FIN 4.</p> <p>B= Total order Value of ongoing Work Orders/LOAs placed by OPTCL and Other Organisations on the Bidder on the date of opening of the Technical bid excluding those which have been commissioned as per FIN 5.</p> <p>C= Package(s)/Works finalized but yet to be awarded in favour of the Bidder by OPTCL (to be computed by OPTCL based on available information).</p>
Opening of the Price Bid	<p>The price bid of all the package(s) /works of the Technically eligible bidder(s) shall be on the date and time as decided by the OPTCL and communicated to the eligible bidder through tender portal. The price bid of the bidder shall be opened subject to meeting the available bid capacity limit considering Para iv above. Where, the package consists of no. of works and evaluation is required to be made workwise, the sequence of price bid opening to be in the order as specified in the tender (Table A).</p> <p>If the evaluated price of the bidder becomes (L-I) which exceeds the available bid capacity, the price bid of the bidder shall not be rejected on bid capacity ground.</p>
Award for the work	After opening of the price bids of all the works under this e-NIT, the price bids of the responsive bidder(s) shall be evaluated work wise adopting the price evaluation methodology to derive the lowest evaluated bidder(s).

**Table: FIN-4****(Name of Bidder)****Bidder's Bid Capacity Schedule (Highest Project related Annual Turn Over)**

Sl No.	Financial Year	For Single entity	For Joint Venture/ Consortium		
		Highest Project /work Related Annual Turnover of the company only (excluding its Associated Companies on Standalone Basis) of any year during last 05 FY (In Rs. Cr.)	Highest Project /work Related annual Turnover of the company only (excluding its Associated Companies on Standalone Basis) of any year during last 05 FY of the Lead Partner (In Rs. Cr.)	Highest Project /work Related Annual Turnover of the company only (excluding its Associated Companies on Standalone Basis) of any year during last 05 FY of the Other Partner (In Rs. Cr.)	Total (In Rs. Cr.)
01	FY .....				
02	FY .....				

**NOTE:**

The bidder has to furnish the Project/work Related highest Annual Turnover Certificate from the Chartered Accountant (CA) based on Audited Account.

**Table:FIN-5****(Name of Bidder)****Total Order Value of Ongoing Work Orders/LOAs placed by OPTCL and Other Organisations**

Sl No	Name of Organization	Description of work	Contract no & date	Total order Value of ongoing Works placed by OPTCL & Other Organisations (in INR)
1				
2				
3				
			Total, i.e. 'B' =	

**NOTE:**

~~The bidder has to furnish the information in Fin No. 5 duly certified by the Chartered Accountant (CA) based on LOAs/Works Orders/NOA excluding those which have been commissioned.~~

**4.3 e-Reverse Auction (RA):**

E-Reverse Auction (RA) will be conducted in e-tender portal of OPTCL on specified date and time, the strategy to be used for reverse auction shall be “DYNAMIC TEMPLATE BIDDING”. The bidders shall furnish acceptance to e-reverse auction.

**Statutory Documents required:**

Bidders shall have to upload the following valid statutory documents to meet the qualifying criteria.

**4.3.1** Electrical (HT/EHT) Contractors license for Electrical Works from anywhere in India.

**4.3.2** B Class /C Class Civil License.

**4.3.3** IT PAN

**4.3.4** GST Registration Certificate

**4.3.5** IT return for last 3 years

**4.3.6** Labour License

**4.3.7** EPF Registration

**4.3.8** ESI Registration

**4.3.9** Certificate of Incorporation

**4.4 Other Mandatory requirements:**

In addition to the above qualifying criteria, following shall also be complied with for Technical eligibility;

- 4.4.1** The bidder shall fulfill the requirement of e-tendering process.
- 4.4.2 All bids must be accompanied by a Tender Paper Cost, Bid Security (EMD) in the shape of DD /BG and proof of deposit of Tender processing Fees strictly as per the tender requirement and the same shall be delivered to the OPTCL on or before the schedule date & time of opening of the Technical Bid.**
- 4.4.3** The bidder must ensure that the bids are received in the specified e-Tender Portal of OPTCL by the date and time indicated in the Tender notice.
- 4.4.4** The above stated requirements are a minimum and OPTCL reserves the right to request for any additional information and also reserve the right to reject the Proposal of any Bidder, if in the opinion of OPTCL, the qualification data is incomplete or the Bidder is found not qualified to satisfactorily perform the Contract.
- 4.4.5** Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
- 4.4.6** The bidder must furnish Affidavit in the prescribed format to the effect that the documents and information furnished by them in its bid offer in respect of the said tender are true and correct.

## **5.0 IMPORTANT INSTRUCTION TO BIDDERS:**

- 5.1.1** Interested bidders may visit “[www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL)” or “[www.optcl.co.in](http://www.optcl.co.in)” for participating in the e-tender. For any clarification, they may ask for written clarification through e-Tender Portal of OPTCL. Email Id (**[zone.berhampur@optcl.co.in](mailto:zone.berhampur@optcl.co.in)**) .
- 5.1.2** Bidders are requested to regularly visit Official website / e-Tender Portal of OPTCL only for amendment/errata/corrigendum (if any) and any other information regarding these tenders. Bidders, who are downloading the bid document from website, are requested to inform OPTCL about their company details and address for communication.
- 5.1.3** If it is not possible to open the tender on the scheduled date and time due to any technical reason the said bid will be opened on a later date at the earliest. If the opening of the bid is re-scheduled the same shall be intimated to the participant bidder(s) through system generated e-mail.

## **5.2 DOCUMENTS/SCHEDULES TO BE FURNISHED / UPLOADED / KEYED-IN:**

The Bidder shall furnish/upload, as the case may be, documents/ Schedules in support of the qualifying requirement along with the bid (Technical Bid-Part-I & Price Bid –Part-II):

**5.2.1 Technical Bid-Part-I:****(A) Hard Form of Documents (In Original):**

The following documents shall be furnished in original before the Tender Accepting Authority on or before the date and time of opening of the e-Tender.

1. Documentary proof of payment of Tender cost in the shape DD / NEFT or RTGS, Bid Security (EMD) in the shape of DD / BG & Tender Processing Fees through e-payment mode.
2. Power of Attorney / notarized copy for signing the bid document.
3. Original bank certificate towards Liquid Assets (Bank Balance & Fixed Deposit Balance) and Un-utilized Credit facilities.
4. Affidavits of Bidders in Original.

**(B) Soft Form of Documents (Scanned Copy to be uploaded in the e-Tender Portal of OPTCL):**

Following are the Soft form of scanned documents in .PDF file to be uploaded on the Official e-Tender Portal of OPTCL “[www.tenderwizard.com / OPTCL](http://www.tenderwizard.com / OPTCL)” as an attachment.

Sl. No	Description	.Pdf file reference
1	Documentary proof of payment of Tender paper cost, EMD as per Tender Schedule & Tender Processing Fees through e-payment mode.	Attach 1.pdf
2	Power of Attorney / notarized copy for signing the bid document.	Attach 2.pdf
3	Following documents/Credential in support of meeting Technical Qualifying requirement: <ol style="list-style-type: none"> <li>I. Work Orders/LOA for similar type (PCC) / similar type of work</li> <li>II. Performance Certificate / Completion certificate in respect of the work orders furnished as above.</li> <li>III. Valid ‘B’ Class/ ‘C’ Class Civil License available from anywhere in India and also possess.</li> <li>IV. Electrical (HT/EHT) Contractors license for Electrical Works from anywhere in India.</li> </ol>	Attach 3.pdf
4	Scanned copy of Documents/credential in support of meeting the Financial QR: <ol style="list-style-type: none"> <li>I. Audited Annual Accounts for last 05(five) years.</li> <li>II. MAAT Schedule (Fin-1)</li> </ol>	Attach 4.Pdf

	<p>III. Liquid Assets and Un-Utilized Credit Facility Schedule (Fin-2)</p> <p>IV. Net Worth Schedule (Fin-3)</p> <p><del>V. Bidder's Bid Capacity Schedule (Highest Project related Annual Turn Over (Fin-4)</del></p> <p><del>VI. Total Order Value of OPTCL work in Hand (if any) (Fin-5)</del></p>	
5	<p>Scanned copies of Statutory Documents;</p> <ol style="list-style-type: none"> <li>1. HT/EHT License</li> <li>2. B Class/C Class Civil License</li> <li>3. IT PAN</li> <li>4. GST Registration Certificate</li> <li>5. IT return for last 3 years</li> <li>6. Labour License</li> <li>7. EPF Registration</li> <li>8. ESI Registration</li> <li>9. Certificate Of Incorporation</li> </ol>	Attach 5.pdf
6	<p>Covering Letter of Bid Proposal Sheet (BPS) duly signed by the authorized signatory of the Bidder(s). Note: The enclosed Schedules specified in the BPS are in the .XLS format and Attachment (in.pdf), the same shall be keyed-in/ uploaded by the Bidder in the tender portal separately.</p>	Attach 6.pdf
7	Commercial Deviation Schedule to be submitted as per the prescribed format duly signed. (Annexure-VII)	Attach 7.pdf
8	Technical Deviation Schedule to be submitted as per the prescribed format duly signed and uploaded (Annexure-VI)	Attach 8.pdf
9	Self-declaration Form as per the format (Annexure-V)	Attach 9.pdf
10	Fraud Prevention Declaration as per the format (Annexure-IV)	Attach 10.pdf
11	Affidavit of Bidder (Annexure-VIII)	Attach 11.pdf
12	Any Other relevant documents < As per requirement of the tender>	Attach 12.pdf
13	Reverse Auction Process Compliance Form(Annexure-X)	Attach 13.pdf

**Filling & KEY-IN of the Schedules (XLS) in the e-Tender Portal of OPTCL:**

Following are the schedules in XLS format to be downloaded, filled in and uploaded by the Bidder as per the OPTCL format in the [www.tenderwizard.com / OPTCL](http://www.tenderwizard.com / OPTCL) portal.

<b>Sl. No.</b>	<b>Particulars</b>	<b>Schedules in XLS format</b>
1	Bidders information	Schedule-I
2	Acceptance of Important Condition of the Contract	Schedule-II
3	Check List	Schedule-III
4	Table- Tech-I	Schedule-IV
5	Table- FIN No 1, 2, 3, 4 & 5	Schedule-V

**5.2.2 Price Bid –Part-II:**

The price schedules in .XLS format to be downloaded, filled in and uploaded by the Bidder as per the OPTCL format and to be uploaded on the official web-site of the OPTCL: [www.tenderwizard.com / OPTCL](http://www.tenderwizard.com / OPTCL).

**6.0 e-TENDERING PROCESS GUIDELINES:**

**6.1 e-Tendering information:**

- 6.1.1** Tender Forms can be downloaded from the e-Tendering Portal of OPTCL, [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) after entering the details of payment towards Tender processing Fees as per the Tender Schedule.
- 6.1.2** Tenderers should have valid Class-III Digital Signature Certificate (DSC) obtained from any Certifying Authorities. In case of requirement of DSC, interested Bidders should go to “tender wizard.com/OPTCL” and follow the procedure mentioned in the document 'Procedure for application of Digital Certificate'.
- 6.1.3** The prospective bidders are advised to register their user ID, Password, company ID with website “[www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL)” by clicking on hyper link “Register Me” for the use of Electronic Tendering.
- 6.1.4** For any assistance on the use of Electronic Tendering System, contact help desk number, 080- 40482000(Bengaluru).
- 6.1.5** Tenderers should install the 'Mandatory System Requirement' available on the Home Page of [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) under the section

'Mandatory System Requirement' and make the necessary Browser Settings provided under section 'Internet Explorer Settings'.

- 6.1.6** Enrolment of Bidder(s) on Electronic Tendering System: The Bidder interested in participating in the Tenders of OPTCL using the Electronic Tendering System shall be required to enrol on the Electronic Tendering System to obtain User ID. After submission of application for enrolment on the System, the application information shall be verified by the Authorized Representative of the Service Provider. If the information is found to be complete, the enrolment submitted by the Bidder shall be approved.

## **7.0 PROCESSING OF TENDER:**

### **7.1 Short listing of Bidder(s) for Price Bid Opening:**

- 7.1.1** The Tendering Authority will first open the Technical Bid documents of all Bidder(s) and after scrutinizing these documents will shortlist the Bidder(s) who are eligible for Financial Bidding Process. The shortlisted Bidder(s) will be intimated by email.

### **7.2 Opening of the Price Bids:**

- 7.2.1** The Bidder(s) may remain present in the Office of the Tender Opening Authority at the time of opening of Price Bids. However, the results of the Price Bids of all Bidder(s) shall be available on the OPTCL e-Tendering Portal immediately after the completion of opening process.

## **8.0 DISCLAIMER:**

- 8.1** This Document includes statements, schedules, forms under the category viz; Tender Notification, Bid Documents (Free view) and Bid Forms (In .XLS Formats) uploaded in the e-tendering portal of the OPTCL, which reflect various assumptions, which may or may not be correct. In this respect the Bidder(s) shall submit [Affidavit](#) as per the Format enclosed. Each Bidder should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.
- 8.2** Neither OPTCL nor its employees will have any liability whatsoever to any Bidder or any other person under the Cyber law or Law of contract, the principles of restitution or unjust enrichment or otherwise for any loss,



expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of OPTCL or its employees, or otherwise arising in any way from the selection process for the contract provision of Services for the Project.

- 8.3** Though adequate care has been taken while uploading the Bid document in the e-tender portal of the OPTCL, the Bidder should satisfy himself that documents are complete in all respects and duly up-loaded in the e-tendering portal of the OPTCL. Intimation of any discrepancy/ doubt shall be addressed in the pre-bid conference only.
- 8.4** This document and the information contained herein are Strictly Confidential and are for use of only the person (s) for whom it is loaded/ is participating or intending to participate in the e-tendering process. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors).
- 8.5** Detailed Time Table for the various activities to be performed in e-tendering process by the Bidder for quoting their offer is given in this Tender Document under "Tender Schedule", Bidder should carefully note down the cut-off dates for carrying out each e-tendering process / activity.
- 8.6** Every effort is being made to keep the e-Tender Portal of OPTCL up to date and running smoothly 24 x 7 by the OPTCL and the Service Provider. However OPTCL takes no responsibility, and will not be liable for, the e-Tender Portal of OPTCL being temporarily unavailable due to any technical issue at any point of time.
- 8.7** In that event OPTCL will not be liable or responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this e-Tender Portal of OPTCL.
- 8.8** Bidders must follow the time table of e-tendering process and get their activities of e-tendering processes done well in advance so as to avoid any inconvenience due to unforeseen technical problem if any.
- 8.9** OPTCL will not be responsible for any incomplete activity of e-tendering process of the Bidder due to technical error/ failure of e-Tender Portal of OPTCL and it cannot be challenged by way of appeal, arbitration and in the Court of Law.

**B. e-BIDDING DOCUMENTS:**

**9.0 e-BIDDING DOCUMENTS:**

**9.1** The Scope of works, bidding procedures and contract terms are prescribed in the e-Bidding Document.

The e-Bidding Document is a compilation of the following sections:

1. **Tender Notification:**
2. **Bid Documents (Free View):**

**VOLUME-I:**

Section-I: NIT.

Section-II: ITB.

Section-III: GCC

Section-IV: BID PROPOSAL SHEET

Section-V: ANNEXURES

**VOLUME-II:**

Section-I: SCOPE OF WORK, TECHNICAL SPECIFICATIONS.

Section-II: GUARANTEED TECHNICAL PARTICULARS (GTP)

3. **Bid Forms (In .XLS Format):**

Section -I: TECHNICAL SCHEDULES

Section -II: PRICE SCHEDULES

**10.0 UNDERSTANDING OF e-BID DOCUMENT:**

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the e-Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information or uploading of the bid in the e-Tender Portal of OPTCL not in line with the e-Bid document/ e-tendering documents will render the bidder as substantially not responsive at the Bidder's risk and may result in the rejection of its bid.

**C. PREPARATION OF BIDS:**

**11.0 LANGUAGE OF BID:**

The bid prepared by the Bidder and all correspondences and documents relating to the e-bid, exchanged by the Bidder and OPTCL, shall be written in the English language, provided that any printed literature furnished by the Bidder in any other language is acceptable so long as it

is accompanied by its English translation. Failure to comply with this may disqualify a bid. For purposes of interpretation of the e-bid, the English translation shall govern.

#### **LOCAL CONDITIONS/SITE VISIT:**

- 11.1** It will be imperative on each Bidder to fully inform himself of all local conditions/sites and factors, which may have any effect on the execution of the Contract covered under these documents and specifications. In this regard details of locations and Topography have been provided to the extent possible.
- 11.2** It must be understood and agreed that such factors have properly been investigated and considered while submitting the Proposals. No claim for financial adjustment to OPTCL, nor any change in the time schedule of the Contract arising thereof shall be permitted by OPTCL, which are based on the lack of such clear information or its effect on the cost of the Works to the Bidder.

#### **12.0 BID SECURITY:**

**12.1** The Bidder shall furnish, EMD/ Bid Security of **amount as referred in Table A of NIT** in shape of Demand draft in favour of **Southern Zone, OPTCL, Berhampur** payable at Berhampur or Bank Guarantee as per Annexure-XI.

**12.2** The bid security is required to protect the OPTCL against the risk of Bidder's conduct, which would warrant the DD / Bank guarantee forfeiture.

~~**12.3** In case the bid is submitted by a Joint Venture/Consortium, the Bid Security declaration shall be furnished by Lead Partner of the Joint Venture/Consortium.~~

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

**13.1** Bids shall be kept valid for **180 (One Hundred Eighty) Days** from the date of opening of Bid Part-I as mentioned in the original tender notice. A bid valid for a shorter period will be considered as non-responsive.

**13.2** In exceptional circumstances, OPTCL may solicit the bidder's consent for extension of the period of validity. The request and the response thereto shall be made in writing (including FAX or email or tender portal). The bid security provided above shall also be extended by the same period as the extension in the validity of the bid. A bidder may refuse the request without forfeiting his bid

security against such request. In such case, the bidder shall be deemed to have withdrawn his bid.

#### **14.0 BID PRICE:**

**14.1** Only one contract shall be entered with Contractor for execution of concrete, GI item fabrication work involving both supply of goods and services.

**14.2** The bidder shall quote (i) item wise basic price (taxable value) inclusive of all expenditure at the end of supplier at the destination point of supply of goods & services excluding GST (ii) Applicable CGST plus OGST or IGST, as the case may be and (iii) item wise total price inclusive of applicable CGST plus OGST or IGST, as the case may be in e-tender portal. The details of price schedules are to be duly filled in and uploaded in the e-tender portal as per the .XLS Price Schedule(s).

**14.3** The contract price of work shall remain FIRM during the contract period except statutory variation in the rate of applicable GST, which shall be to the account of OPTCL against Tax Invoice.

#### **15.0 PRICE BASIS AND PAYMENTS:**

**15.1** The Bidder shall quote in their proposal total price for the work covering entire scope of works as per the Technical Specifications and BOQ. Bidders not quoting in the formats/ schedules specified for the Price bid proposal shall be rejected.

**15.2** The technical descriptions/specifications/drawings of items specified in the BOQ of Bidding Documents shall not be construed to limit the scope of work, the same shall be read in conjunction with other parameters mentioned in the Technical Specifications and elsewhere in the bid documents to cover the entire scope of work.

**15.3** Bidder shall indicate bid prices in Indian Rupees only.

**15.4** Bidder shall furnish the details of Bank account in the Schedule of EFT Form as an attachment to Bid Proposal Sheet (BPS) under attach.16pdf in order to facilitate OPTCL to release payment electronically through Electronic fund Transfer system

**15.5** Statutory deductions (TAX, CESS etc.) as applicable shall be effected.

**15.6** Payment for the work shall be made as per the terms & Conditions of payment mentioned in the General Condition of Contract.

**16.0 TAXES AND DUTIES:**

**16.1** The GSTIN of OPTCL is **21AAACO7873L1Z6**, which should be mentioned by the successful bidder while issuing their Tax Invoice, additionally contractor shall mention HSN Code / SAC Code and rate of Taxes against all supplies of Goods or Services or both in its Tax Invoice.

**16.2 Transaction between the Contractor and his Vendors:** GST and other Statutory Levies payable by the Bidders in respect of the transaction between the Bidder and their vendors in respect of goods & services procured by them shall be included in the bid price and no separate claim on this behalf including statutory variation if any, will be entertained by OPTCL.

**16.3 Transaction between the Contractor and OPTCL:** The basic price (taxable value) quoted item wise by the bidder in respect of the transaction between OPTCL & the Bidder shall include all taxes & duties and charges payable by the bidder except for the GST. CGST plus OGST, or IGST, as the case may be, at applicable rate shall be quoted alongside the basic price (taxable value) for all the items.

**16.4** As regards the Direct Taxes such as Income Tax etc. and other statutory payments and other corporate taxes, for which the contractor is liable, he shall be responsible for such payments to the concerned authorities.

**16.5** The statutory deduction of taxes and duties at source as applicable, related to these works, shall be made by OPTCL from the Contractor's bills for which the contractor cannot claim any reimbursement. TDS so deducted under Income Tax Act, 1961 shall be deposited with the Income Tax Authorities. OPTCL shall also deduct tax as applicable under GST Law from the payment made or credited to the supplier on the value of taxable supply, where the total value of such supply, under a contract, exceeds the specified limit (presently Two Lakh and Fifty Thousand Rupees) at the applicable rate. TDS certificates as applicable under various laws shall be issued by OPTCL.

**16.6** In case of any changes in the rate of GST after the submission of the bid, but before the evaluation of the price bid, the revised rate shall be considered for evaluation. Similarly, if the rate of GST changes after the evaluation of the bid and before the issue of LOA, the revised rate shall be considered for issue of LOA.

**16.7** Odisha Building & Other Constructions (OB&OC) Cess shall be levied as per statutory norms.

**17.0 ASSOCIATED BIDDING COST:**

**17.1** The Bidder shall also bear all costs and expenses associated with preparation and submission of its bid including pre and post-bid discussions, technical and other presentations etc., and OPTCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the e-bidding process.

**D. SUBMISSION OF e-BIDS:**

**18.0 MODE OF SUBMISSION OF e-BID**

**18.1** The bidder shall submit the bid in Electronic Mode only i.e. in [www.tenderwizard.com/](http://www.tenderwizard.com/) OPTCL portal, package/works wise as given under e-NIT (Table-A). The bidder must ensure that the bids are received in the specified tender portal of OPTCL by the date and time indicated in the Tender notice.

**18.2** Bids submitted by telex/telegram will not be accepted.

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

**19.0 Deadline for Submission of e-Bids:**

**19.1** Soft copy of the bid shall be uploaded through the portal [www.tenderwizard.com /](http://www.tenderwizard.com/)OPTCL on or before the submission time and date as stipulated in the bidding document. Tender cost, Evidence of deposit of Tender Processing Fees, Bid Security (Earnest Money Deposit), Power of Attorney, ~~Joint Venture/Consortium Agreement & Power of Attorney of Joint Venture/Consortium Agreement (in case bid from Joint Venture/Consortium)~~ and Affidavits must be delivered at OPTCL's address specified under ITB not later than the time and date stated in the opening of bids.

**19.2** The OPTCL may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents in accordance with ITB & for the reasons specified therein at any time prior to the time and date of submission of bid, in which case all rights and obligations of OPTCL and bidders will thereafter be subject to the deadline as extended.

**20.0 Late Bids:**

**20.1** Soft part of the bid will not be uploaded on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode. In such case, even if the bidder has submitted the specific documents in hard copy in original (viz., Tender Cost, Tender

Processing Fees & Bid Security within the stipulated deadline, its bid shall be considered as late bid. The hard copy submitted [specific documents (viz., Tender Cost, proof of deposit of Tender Processing Fees & Bid Security)] shall be returned unopened to the bidder.

- 20.2** Hard copy of the bid security (EMD), Tender paper Cost and proof towards deposit of Tender Processing Fees of the bid received by OPTCL after the deadline for submission of bid prescribed by OPTCL pursuant to ITB will be considered as late bid even if the bidder has uploaded the bid within the stipulated deadline. In such a case, the bid shall be rejected and shall not be considered at all any further. The late document (Tender Cost, proof of deposit of Tender Processing Fees & Bid Security) received shall be returned unopened to the bidder.

**21.0 Modification and Withdrawal of e-Bids:**

- 21.1** Bidder may modify or withdraw its bids through the relevant provisions on the e-tender portal of OPTCL “[www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL)” up to due date and time of submission of bid indicated in tender notification.
- 21.2** The Bidder’s modifications shall be done and submitted as follows:
- (i) Modified Electronic form of the bid as per the provision of portal therein.
  - ii) Soft copy of the entire bid if any modification is there.
- 21.3** Bidder may withdraw its bid through the relevant provisions of portal only.
- 21.4** No bid shall be modified/ withdrawn subsequent to the dead line for submission of bids.
- 21.5** Withdrawal/modification of submitted bid before the expiry of bid validity shall result forfeiture of Bidder’s bid security, pursuant to ITB.

**E. BID OPENING AND EVALUATION:**

**22.0 Clarification of Bids:**

- 22.1** Prior to detailed Technical bid evaluation, OPTCL may, at its discretion, ask the Bidder(s) for a clarification of its bid. In case of erroneous/non submission of documents related to Technical qualifying requirement, OPTCL may give the Bidder(s) not more than 07 working days’ notice to rectify/furnish such documents, failing which the bid shall be considered as non-responsive. The request for clarification and the response shall

be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

- 22.2** Technical discussion with Bidder(s) shall be arranged, if needed. Bidder shall depute his authorized representative(s) for attending the discussion. The representative(s) attending the discussion shall produce authorization letter from his organization to attend the discussion and sign the minutes of meeting on behalf of the organization. The authorized representative must be competent and empowered to settle all technical and commercial issues without any price implication to OPTCL.

### **23.0 EVALUATION OF TECHNICAL & PRICE BID:**

#### **23.1 Evaluation of Technical Part of Bid:**

The bids shall be independently evaluate the work wise. Prior to detailed Bid evaluation, OPTCL will determine the substantial responsiveness of each Bid with respect to the Qualifying Requirement, Bid Capacity & other Bid Document requirements based on attachments uploaded (in .pdf formats) and Keyed in Schedules (in .XLS formats) contained in the official e-tender portal of OPTCL and any other documents required to be furnished as per the clarifications sought for by OPTCL. A substantially responsive Bid is one, which conforms to the terms, condition and specification of the Bid Documents including e-tendering provisions without material deviation. A material deviation is one which affects or is likely to affect in a substantial way the scope of work, quality or performance of the works, or which limits in any substantial way, inconsistent with the Bidding Documents and formats/schedules mentioned in e-tendering provision, OPTCL's rights or the Bidders' obligations as envisaged in the Bidding Documents and would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids. Further examination of only such Bids as are determined to be substantially responsive shall be taken up, unless otherwise determined by OPTCL. OPTCL may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

- 23.2** The complete scope of supplies and work/services has been defined in the Bidding Documents. Only those Bidders who take complete responsibility and who Bid for the complete scope of supplies and work/services as contained in the Bidding Document shall be considered for further evaluation.



- 23.3** A bidder may be technically eligible for any of the package(s)/ works based on the Qualifying Requirement mentioned above except Bid Capacity Qualification.
- 23.4** Thereafter, the price bid of the eligible bidder(s) shall be opened based on the available bid capacity.
- 23.5 Opening of Price Part of Bid:** Price Bid of those Bidders, whose Bids are considered technically responsive and meeting the available Bid Capacity Qualification Criteria shall be opened package(s)/ works wise separately. Where, the package consists of no. of works and evaluation is required to be made workwise, the sequence of price bid opening shall be in the order as specified in the tender (Table-A). <Deviation to this order of opening shall be with the approval of the competent authority.>
- 23.6 Evaluation of Price Bid:** The Bid Price quoted under the different items of the Price Schedule for Civil Works as quoted by bidder shall be evaluated package/works wise separately in the following manner.
- 23.6.1 Arithmetical Correction:**  
The price of all such items(s) against which bidder has not quoted rates/amount (viz. items left blank or against which “nil”/ “-“ / “0” is indicated) in the schedule will be deemed to have been quoted free of cost or included in other item(s) and covered in the total quoted bid price.  
(a) The Bidder should ensure that the unit prices for the same item furnished in various price schedules are consistent with each other. In case of any inconsistency in the Unit prices furnished in the price proposal of the bidder, the same shall be identified by OPTCL and OPTCL shall consider the highest unit price of the bidder for the purpose of evaluation. However, the contract shall be awarded at the lowest unit price of the bidder. The prices quoted by the Bidders shall be checked for arithmetic correction, if any, based on rate and amount filled by the Bidder in the respective price schedule.  
(b) If there is a discrepancy between unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy in the quantity mentioned by the bidder from the quantity mentioned in the tender, the tendered quantity will prevail.
- 23.6.2** To arrive at the total evaluated prices following methodology shall be applied. Price evaluation shall be made package/works wise separately considering the total evaluated price inclusive of CGST plus OGST or IGST as the case may be, at applicable rate. Price evaluation shall be

made considering the Bill of Quantity (BOQ) specified in the Tender Document. In case of any deviation to the BOQ by the bidder, the BOQ specified in the Tender document shall be final and binding on the bidder. For the purpose of evaluation, loss capitalization of the Transformer shall not be considered.

**23.6.3** Prices received in the price bid sheet (.XLS Format) shall be used for Tabulation / Price Bid Comparison. The soft form of price bid Keyed in to the .XLS format shall be final and binding on the Contractor.

**23.6.4** The total evaluated prices of all the Bidders, Package/Works wise, shall be compared to determine the lowest evaluated price.

~~**23.6.5** Lowest quoted price of the Bidder shall not be less than the amount of 14.99% less than estimated value. Bidder quoting less than above amount shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purpose) less than the estimated cost, the tender accepting authority will finalize the tender thorough a transparent lottery system where all bidders / their authorized representatives, the concerned Tendering Authority and Finance officer will remain present.~~

~~**23.6.6** Subsequent to opening of financial bids, if none of the bids are quoted at 14.99% less than the estimated amount put to tender, e Reverse Auction process shall be resorted as per the annexure titled “E Reverse Auction”.~~

**23.7 E-Reverse Auction procedure shall be resorted to as follows.**

Pursuant to opening of financial bids, if none of the bids are quoted at 14.99% less than the estimated amount put to tender, e-Reverse Auction process shall be resorted to in the tender as follows.

<b>STRATEGY FOR E-REVERSE AUCTION</b>	
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”
<b>Procedure for electronic Reverse Auctioning (e-RA):</b>	

5	<p>a. The e-RA shall be conducted on <a href="http://www.tenderwizard.com/OPTCL">www.tenderwizard.com/OPTCL</a> only.</p> <p>b. Bidder has to submit letter towards agreement to the Process related Terms &amp; 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 &amp; 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 &amp; Duties for the total scope for subject Package. Taking the above discovered L1 price as the upper limit e-RA will be conducted to determine the lowest possible price.</p> <p>Reverse Auction will be conducted amongst first 50% of the technically qualified bidders arranged in order of prices from lowest to highest, as L1, L2,L3-----Ln, and L1 price will be discovered. Minimum of 3 bidders shall be eligible for e RA. (eg. If 4 bidders are financially evaluated then the L1, L2 and L3 bidders shall be eligible for e-RA). Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L1 to L4).</p> <p>However, in case only two bidders are found to be responsive, e-RA would be carried out with both the parties without any elimination. However, OPTCL reserves the right to invite the evaluated L1 bidder for negotiation without conducting the e-RA.</p> <p>In case of price submitted by any bidder is found to be abnormal, OPTCL reserves the right to reject the bid of the bidder(s) .</p> <p>Rank of bidders would be displayed as per the total cost to OPTCL, i.e including Taxes and Duties payable by OPTCL as per the</p>

	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> <ol style="list-style-type: none"> <li>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.</li> <li>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 &amp; duties during auction) , shall be kept at 0.15% of L1 bidder's final evaluated price (or) at approved amount as decided by OPTCL, limited up to 14.99% less than the estimated amount put to tender</li> <li>III. Bidders can only quote any value lower than their previous quoted price. However, at no stage, increase in Price will be permissible.</li> <li>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.</li> <li>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.</li> </ol>
8	After conclusion of e-Reverse Auction i.e (Closing Price in Reverse Auction will be taken as offered price by the L1 bidder), decrease in price of individual head of the template shall be considered proportionately on all individual line items of the respective head of the price schedule of the successful L1 bidder .

	<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>

#### **24.0 CONFIDENTIALITY OF BID EVALUATION PROCESS:**

Information related to the examination, clarification, evaluation and comparison of bids and recommendations for award of contract shall not be disclosed to Bidder or other person not officially concerned with such process. Any effort by Bidder to influence OPTCL's processing of bidding or award decisions may result in rejection of such Bidder's Bid.

#### **25.0 CONTACTING THE OPTCL:**

While the bids are under consideration, Bidders and / or their representatives or other interested parties are advised to refrain from contacting by any means, OPTCL, and/or his employees / representatives on matters related to the bids under consideration. OPTCL, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, in writing. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

**F. AWARD OF CONTRACT:**

**26.0 AWARD CRITERIA:**

- 26.1** OPTCL will award the contract for work to the successful bidder, whose bid has been determined to be the lowest evaluated total price including CGST plus OGST or IGST as the case may be or on least cost basis to OPTCL as the case may be among the substantially responsive bidders provided that the total evaluated price is reasonable and the Bidder is continues to be qualified to perform the contract satisfactorily.
- 26.2** In an event the selected bidder backs out after the award of the Contract, the work may be awarded to the bidder in ascending order of their evaluated prices subject to matching the evaluated total price of the selected bidder.

**27.0 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

OPTCL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for OPTCL action. OPTCL also reserves the right to accept a Bid other than the lowest and to accept any Bid in whole or part, to annul the bidding process with or without notice or reasons. Such decisions by OPTCL shall bear no liability whatsoever consequent upon such decision.

- LETTER OF AWARD:**
- 27.1** Prior to the expiry of the period of bid validity and extended validity period, if any, OPTCL will notify the successful Bidder in writing through Letter of Award, that their bid has been accepted.
- 27.2** The Letter of Award shall form part of the Contract. Within 07 days of receipt of the Letter of Award, the successful Bidder shall sign and stamp the same and return it to OPTCL as a token of acknowledgement of the receipt of the LOA.

**28.0 SIGNING OF CONTRACT:**

- 28.1** The Contractor will prepare the Contract Agreement as per the proforma enclosed to this Volume-I and the same will be signed within **15(fifteen)** days of issue of Letter of Award.
- 28.2** The Contractor will submit the Contract Performance Bank Guarantee as per LOA before signing the contract agreement.

**29.0 CONTRACT PERFORMANCE BANK GUARANTEE:**

- 29.1** The successful Bidder, to whom Letter of Award is issued shall be required to furnish a Contract Performance Bank Guarantee (from list of Banks mentioned in the annexure to this document) in non-judicial stamp paper of appropriate value (as per the prescribed format) issued in favour of **“Odisha Power Transmission Corporation Ltd”** en-cashable at Berhampur Branch of the Issuing Bank only within Fifteen (15) days from the date LOA.
- 29.2** The Contract Performance Bank Guarantee (CPBG) amount shall be equal to Ten percent (10 %) of the Contract Price (including GST). Initially, the CPBG shall be valid for 3 (Three) Months over and above the work completion period plus Guarantee Period
- 29.3** If the work completion period gets extended the Contract Performance Bank Guarantee shall be extended accordingly. In case the contract price gets revised, the successful bidder shall submit the amended Bank Guarantee to that effect.
- 29.4** The above CPBG shall be submitted (Original and two nos. of copies) to OPTCL for acceptance. However, on scrutiny if any deficiency is observed to the said CPBG, the contractor shall be intimated about such deficiency to resubmit the fresh CPBG and /or amended CPBG in lieu of the Original BG. However, the fresh/amended CPBG shall be submitted within the time schedule prior to the signing of the contract agreement. Despite above, if the CPBG is not submitted or it is still not acceptable to OPTCL, contract shall become void and necessary action as per the contract shall follow.
- 29.5** The aforesaid CPBG shall be returned to the Contractor after successful completion of the guaranteed obligations under the contract.

**30.0 Additional Performance Security / Bank Guarantee:-**

Additional performance security i.e. the differential amount of the bid amount and the estimated cost shall be deposited in shape of Bank Guarantee / Term Deposit Receipt pledged in favour of **concerned Divisional Head (Engineer-in-charge)** (BG in the prescribed format of OPTCL) within 15 days from the issue of Work Order by the successful bidder after opening of the tender. The same amount shall be released / refunded after expiry of the contract period / execution of the work without any interest. In this regard latest guidelines of OPTCL / OPWD shall be as follows.

<b>Sl. No.</b>	<b>Range of difference between the estimated cost put to tender &amp; Bid amount</b>	<b>Additional performance Security to be deposited by the successful Bidder</b>
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)

**END OF SECTION - II**



**SECTION-III**  
**GENERAL CONDITIONS OF CONTRACT**

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## GENERAL CONDITIONS OF CONTRACT

### A. INTRODUCTION:

#### 1.0 GENERAL INFORMATION:

“Odisha Power Transmission Corporation Limited (OPTCL)”, A wholly owned subsidiary of Government of Odisha, incorporated under the Companies Act, 1956, having its Registered Office at Janpath, Bhubaneswar – 751022 (hereinafter called OPTCL) intends to enter into a contract with the contractor to be named in the Work Order / Letter of Award (LOA) and in the contract to be signed.

The scope of work shall be as per the scope of work and specifications in Volume-II.

Unless otherwise provided in the Contract agreement, these General Conditions of Contracts shall govern the execution of this Contract.

#### 2.0 DEFINITION OF TERMS:

- 2.1** The ‘**Contract**’ means the Contract agreement entered into between OPTCL and the Contractor as per the Agreement signed by the parties, including all attachments and appendices thereto and all documents listed and enclosed with the agreement.
- 2.2** ‘**OPTCL/OWNER**’ shall mean the ODISHA POWER TRANSMISSION CORPORATION Ltd, Bhubaneswar and shall include its legal representatives, successors and assigns.
- 2.3** ‘**Contractor**’ shall mean the Bidder whose bid to perform the contract has been accepted by OPTCL for the award of the Works defined in the scope of works (Volume-II) and shall include such successful Bidder’s legal representatives, successors and permitted assigns.
- 2.4** ‘**Engineer-In-Charge**’ shall mean the officer(s) of OPTCL, appointed in writing by OPTCL to act as Engineer-In-Charge for the Work from time to time for the purpose of the Contract.
- 2.5** ‘**Bidder**’ shall mean a company (registered under the Companies Act, 1956/ 2013)/Firm/ Individual, etc. who has submitted the bid against the NIT by giving requisite fees independently ~~or in the form of Joint Venture/ Consortium.~~
- ~~**2.6** ‘**Joint Venture/Consortium**’ shall mean an association of two companies termed as partners (Lead Partner and other partner) formed by way of a written agreement in a non judicial stamp paper with sole objective of participating in the bid by pooling their respective resources for successful~~

~~execution of the contract defining their respective role in the contract , if they are found to be successful bidder having joint and several responsibility.~~

- ~~**2.7 “Re-Metal gravelling over PCC”** shall mean picking of old metal and excavation and after PCC spreading of the old metal and new metal including supply of materials, labour charges etc. to be done under the contract by the Contractors.~~
- 2.8 ‘Technical Specifications’** shall mean the Specifications as specified in the Bidding Document (Volume – II) forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon.
- 2.9 ‘Site’** shall mean and include the land and other places on, into or through which the works and the related facilities are to be erected or installed and any adjacent land, paths, street or reservoir which may be allocated or used by OPTCL or Contractor in the performance of the Contract.
- 2.10** The term **‘Contract Price’** shall mean the total price for the entire scope of works inclusive of applicable CGST plus OGST or IGST as the case may be, covering all the components i.e. Supply of Material/Equipment/ Spares, Erection and Commissioning and Civil Works quoted by the Contractor in his bid with additions and / or deletions as may be agreed and incorporated in the Letter of Award and subsequent amendments thereto.
- 2.11 ‘Inspector’** shall mean OPTCL or any person nominated by OPTCL from time to time, to inspect the equipment or works under the Contract of OPTCL and / or the duly authorized representative.
- 2.12 “Letter of Award’** shall mean the letter issued by OPTCL intimating the Contractor that his bid has been accepted.
- 2.13 ‘Month’** shall mean the calendar month. ‘Day’ or ‘Days’ unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.
- 2.14** A **‘Week’** shall mean continuous period of seven (7) days.
- 2.15 ‘Writing’** shall include any manuscript, type written or printed statement, under or over signature and / or seal as the case may be.
- 2.16** When the words ‘Approved’, ‘Subject to Approval’, ‘Satisfactory’, ‘Equal to’, ‘Proper’, ‘Requested’, ‘As Directed’, ‘Where Directed’, ‘When Directed’, ‘Determined by’, ‘Accepted’, ‘Permitted’, or words and phrases of like

importance are used the approval, judgment, direction etc. is understood to be a function of OPTCL /Engineer.

- 2.17 “Test on completion”** shall mean such tests as prescribed in the Contract to be performed by the Contractor before the work is taken over by OPTCL.
- 2.18 ‘Initial Operation’** shall mean the first integral operation of the complete equipment covered under the Contract with the sub-system and supporting equipment in service or available for service. The length of operation shall be as determined by the Engineer-In-Charge, unless otherwise specified elsewhere in the Contract.
- 2.19 ‘Performance and Guarantee Tests’** shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the Contract Documents.
- 2.20 ‘Guarantee Period’/’Maintenance Period’** shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the works/equipment performed/supplied under the Contract..
- 2.21 ‘Codes’** shall mean the following including the latest amendments and/or replacements, if any:
- i. Indian Electricity Act, 2003 and Rules and Regulations made thereunder.
  - ii. Indian Factory Act, 1948 and Rules and Regulations made thereunder.
  - iii. Indian Explosives Act, 1884 and Rules and Regulations made thereunder.
  - iv. Indian Petroleum Act, 1934 and Rules and Regulations made thereunder.
  - v. A.S.M.E. Test Codes.
  - vi. A.I.E.E. Test Codes
  - vii. American Society of Materials Testing Codes.
  - viii. Standards of the Bureau of Indian Standards (BIS).
  - ix. Other Internationally approved standards and/or rules and regulations touching the subject matter of the Contract.
  - x. OPWD Code with its latest amendments.

- 2.22** Words imparting the singular only shall also include the plural and vice-versa where the context so requires.
- 2.23** Words imparting 'Person' shall include firms, companies, corporations and associations or individual/ bodies of individuals, whether incorporated or not.
- 2.24** Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Sale of Goods Act (1930), failing that in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof, if any.
- 2.25** In addition to the above the following definitions shall also apply.
- a) 'All equipment and materials' to be supplied shall also mean 'Goods/Materials'.
  - b) 'Constructed' shall also mean 'erected and installed'.
  - c) 'Contract Performance Guarantee' shall also mean 'Contract Performance Bank Guarantee'.
- 2.26** Trial Operation, reliability test, trail run, completion test, shall mean the extended period of time after the start up period. During this trial operation period the unit shall be operated over the full load range. The length of trial operation shall be as determined by the Engineer, unless otherwise specified elsewhere in the contract.
- 2.27** **"Effective Date of Contract"** shall mean the date of issuance of Letter of Award (LOA)/Notice of Award (NOA).
- 2.28** **"Installation/Erection"** shall be confined to the materials/equipment supplied under the contract including associated civil works which will be deemed to be completed when it is ready for commissioning.
- 2.29** **"Commissioning"** shall mean the first successful operation of the electrical installations after all initial adjustments and trials have been completed.
- 2.30** **"e-Tender Portal of OPTCL"** shall mean the OFFICIAL tender portal used/to be used or referred to by OPTCL for the purpose of invitation of Bid through electronics mode.

### **3.0 APPLICATION:**

- 3.1** These General Conditions of the Contract shall apply to the extent that these are not in conflict with the provisions in other parts of the Contract. The provisions contained elsewhere in the contract shall be construed in

the context they have been provided and shall apply in addition to the provisions in the General conditions of the Contract.

- 3.2** This Section-III of VOLUME-I, General condition of Contract shall apply to the works to be executed by the Contractor as per the BOQ, Technical Specification and Letter of Award or any amendment thereof, including OPTCL's Supplied Materials(OSM), if any.

#### **4.0 STANDARDS:**

The Materials supplied and works executed under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the materials/works and such standards shall be the latest issued by the concerned institution.

#### **5.0 LANGUAGE AND MEASURES:**

All documents pertaining to the Contract including specifications, schedules, notices, correspondences, operating and maintenance instructions, drawings or any other writing shall be written in English language and the English Translation will prevail over the Original written in any other language. The Metric System of measurement shall be used exclusively in the Contract.

#### **6.0 CONTRACT DOCUMENTS:**

- 6.1** The term Contract Documents shall mean and include the following, which shall be deemed to form an integral part of the Contract:
- a) e-NIT, Pre-bid Amendment/errata/corrigendum/ addendum etc., if any, e-tender Document (ITB, General Conditions of Contract, Annexures, Schedules, BPS etc.).
  - b) Scope of Works and Specifications of the equipment as per Volume-II.
  - c) Accepted Technical Bid.
  - d) Accepted Price Bid.
  - e) Work Order / Letter of Award including BOQ & Price Schedule.
  - f) Any letters of clarifications issued by OPTCL prior to the Award of Contract except to the extent of repugnancy.
  - g) All the materials, literature, guaranteed data and information of any sort given by the Contractor along with his bid, subject to the approval of OPTCL.
  - h) Any agreed variations of the conditions of the documents and General conditions of Contract.
  - i) Contract Agreement.

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

**7.0 USE OF CONTRACT DOCUMENTS:**

- 7.1** The Contractor shall not, without OPTCL's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of OPTCL in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purpose of such performance.
- 7.2** Any document, other than the Contract itself, enumerated in various Contract documents shall remain the property of OPTCL and shall be returned (in all copies) to OPTCL on completion of the Contractor's performance under the Contract if so required by OPTCL.

**8.0 MANNER OF EXECUTION OF CONTRACT:**

- 8.1** The OPTCL shall issue the Work Order / Letter of Award (LOA) to the Contractor, which shall be acknowledged by the contractor duly signed by the Authorized Signatory and Stamped and sent to OPTCL within 07 (Seven) days of issuance of Letter of Award.
- 8.2** The Contractor shall provide Contract Performance Bank Guarantee & Additional Performance Bank Guarantee, appropriate power of attorney and other requisite documents within 15 days from the date of LOA for approval. However, due to any circumstances on the part of the contractor if they fail to submit the acceptable Contract Performance Bank Guarantee (CPBG) & Additional Performance Bank Guarantee within 30 days from the date of LOA, the contractor can request for submission of the same beyond the above period. The OPTCL may allow a time period of maximum up to another 30 (Thirty) days depending on the merit of the request provided the Bid Security (EMD) is valid for a period one (1) month beyond the extension being sought by the successful bidder. In such case, the contractor has to submit the fresh CPBG / rectified CPBG as the case may be. In no case the contract signing should be extended beyond 60 days from the date of LOA.
- 8.3** The contractor shall execute Contract Agreement within 15 (Fifteen) days of the issue of the Letter of Award at the office of the **concerned Divisional Head (Engineer-in-charge) of OPTCL** or the extended period, if any. The Contract Agreement will be signed in 03 copies (01 original & 2



copies) and the Contractor shall be provided with one signed original and the rest will be retained by OPTCL.

#### **9.0 ENFORCEMENT OF TERMS:**

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

#### **10.0 CONTRACTUAL OBLIGATION:**

Unless otherwise terminated under the provisions of any other relevant clause, the obligation of the Contractor shall be deemed to have been ceased on the expiry of the 'Guarantee Period'.

### **B. GUARANTEES & LIABILITIES:**

#### **11.0 TIME - THE ESSENCE OF CONTRACT:**

The work should be commenced within **15 days** from the date of the award of the contract and to be completed within **completion period as mentioned in Table A of NIT**. The time and the date of completion of the Contract as stipulated in the Contract and so incorporated in the Letter of Award or any amendment there to shall be the essence of the Contract. The Contractor shall so organize his resources and perform his work as to complete it not later than the date agreed to.

#### **12.0 EFFECTIVE DATE OF CONTRACT:**

The effective date of contract shall be reckoned from the date of issuance of Work Order / Letter of Award.

#### **13.0 PRICE REDUCTION SCHEDULE / LIQUIDATED DAMAGES / PENALTY FOR DELAY IN COMPLETION OF CONTRACT:**

**13.1** If the Contractor fails to execute the contract (work) within the due date of agreed upon as mentioned in the work order / LOA, Price reduction / Liquidated damages / Penalty shall be imposed @ ½% (half percent) of contract price for each calendar week of delay of part thereof subject to maximum of @ 5% (five percent) of contract amount. Charges towards penalty shall be counted after scheduled date of completion/issue of clear instruction to the contractor for commencement of works by the Executive

Director, Southern Zone /concerned Dy. General Manager, (O&M) Division.

- 13.2** OPTCL shall recover the price reduction schedule from the bills of the contractor.
- 13.3** However, if the price reduction schedule remain un-recovered the same shall be recovered from the Contract Performance Bank guarantee.

**14.0 PERFORMANCE GUARANTEE:**

- 14.1** The Contractor shall guarantee against any bad materials used and bad workmanship done for the work for a period of 12 (Twelve) months commencing immediately after the satisfactory completion of the entire works under the contract. The Contractor shall complete the repair/replacement work within the reasonable time frame intimated by the Engineer-In-Charge. The Contractor has to furnish Guarantee Certificate for above guarantee to the ordering authority for his approval. Any defects noticed during this period shall be rectified by the contractor, free of cost to OPTCL within one month, upon written notice from OPTCL provided such defects are due to bad materials used and bad workmanship.
- 14.2** The work failed or found defective during the guarantee period shall have to be guaranteed after rework for a further period of 12 months from the date of completion of work. The Bank Guarantee is to be extended accordingly without any financial burden to OPTCL. If any defects are not remedied within the time frame, the Engineer-In-Charge may proceed to do the work at the Contractor's risk and cost but without prejudice to any other rights, which OPTCL may have against the Contractor in respect of such defects.
- 14.3** In the event of any emergency, where in the judgment of the Engineer-In-Charge, delay would cause serious loss or damages, repair may be made by the Engineer-In-Charge or a third party chosen by the Engineer-In-Charge without advance notice to the Contractor and the cost of such work shall be recovered from the Contractor. In the event such action is taken by the Engineer-In-Charge, the Contractor will be notified in due course and he shall assist wherever possible in making necessary corrections. This shall not relieve the Contractor of his liabilities under the terms and conditions of the Contract.

**15.0 LIMITATION OF LIABILITIES:**

- a) The final payment by OPTCL in pursuance of the Contract shall mean the release of the Contractor from all his liabilities under the Contract.
- b) Notwithstanding anything to the contrary mentioned herein and to the extent permitted by law, the aggregate liability of Contractor to OPTCL, whether in contract, tort or otherwise, will be limited to 100% of the contract value.

**16.0 QUALITY OF MATERIALS USED:**

The contractor is required to supply materials to be used in PCC work for inspection. The quality of supply materials should be checked before use by concerned consignee

**17.0 PATENT RIGHTS AND ROYALTIES:**

Royalties and fees for patents covering materials, articles, devices, equipment or processes used in the works shall be deemed to have been included in the Contract Price. The Contractor shall satisfy all demands that may be made at any point of time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep OPTCL indemnified in that regard. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents, and, in case of an award of damages, the Contractor shall pay for such award. In the event of any suit or other proceedings instituted against OPTCL, the same shall be defended at the cost and expense of the Contractor who shall also satisfy/comply with any decree, order or award made against OPTCL. But it shall be understood that no such machine, plant, work, material or thing has been used by OPTCL for any purpose or any manner other than that for which they have been supplied and installed by the Contractor and specified in the tender documents. Final payment to the Contractor by OPTCL will not be made, if the equipment, or any part thereof supplied by the Contractor, is in such suit or proceedings held to constitute infringement, the Contractor shall at his option and at his own expense, either procure for OPTCL, the right to continue the use of said equipment or part thereof, replace it with non-infringing equipment or modify it, so it becomes non-infringing.

**18.0 DEVIATION TO THE SCOPE OF WORKS:**

During the execution of contract quantity may vary. **Deviation if any shall be made under intimation to ordering authority.** Ordering

Authority have the right to alter, amend, omit or otherwise vary quantum of work by notice to the contractor. The contractor shall have to carry out such variations in accordance with the rates specified in the contract.

**19.0 NO WAIVER OF RIGHTS:**

Neither the inspection by OPTCL or the Engineer-In-Charge or any of their officials, employees, or agents nor any order by OPTCL or the Engineer-In-Charge for payment of money or any payment for or acceptance of, the whole or any part of the works by OPTCL or the Engineer-In-Charge, nor any extension of time, nor any possession taken by the Engineer-In-Charge shall operate as a waiver of any provision of the Contract, or of any power herein reserved to OPTCL or any right to damages herein provided nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

**20.0 CERTIFICATE NOT TO AFFECT RIGHT OF OPTCL AND LIABILITY OF THE CONTRACTOR:**

No interim payment certificate of the Engineer-In-Charge, nor any sum paid on account by OPTCL, nor any extension of time for execution of the works granted by the Engineer-In-Charge shall affect or prejudice the rights of OPTCL against the Contractor or relieve the Contractor of his obligation for the due performance of the Contract, or be interpreted as approval of the works done or of the equipment furnished and no certificate shall create liability for OPTCL to pay for alterations, amendments, variations or additional works not ordered, in writing, by the Engineer-In-Charge or discharge the liability of the Contractor for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify OPTCL, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of OPTCL against the Contractor.

**21.0 ENGINEER-IN-CHARGE'S DECISION:**

- 21.1** In respect of all matters which are left to the decision of the Engineer-In-Charge including the granting or with-holding of the certificates, the Engineer-In-Charge shall, if required to do so give in writing a decision thereon.
- 21.2** If, in the opinion of the Contractor, a decision made by the Engineer-In-Charge is not in accordance with the meaning and intent of the Contract, the Contractor may file with the Engineer-In-Charge, within fifteen (15)

days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Engineer-In-Charge's decision and the decision shall become final and binding.

- 21.3** The Engineer-In-Charges' decision and the filing of the written objection thereto shall be a condition precedent to the right to request arbitration. It is the intent of the Contract that there shall be no delay in the execution of the works and the decision of the Engineer-In-Charge as rendered shall be promptly observed.

### **C. CONTRACT SECURITY AND PAYMENTS**

#### **22.0 CONTRACT PERFORMANCE BANK GUARANTEE & ADDITIONAL PERFORMANCE BANK GUARANTEE:**

The Contractor shall furnish Contract Performance Bank Guarantee (s) & Additional Performance Bank Guarantee for satisfactory performance of the Contract in the prescribed form within fifteen (15) days of "Work Order / Letter of Award". The performance bank guarantee(s) shall be as per terms prescribed in Section ITB of Vol.-I.

#### **23.0 MODE OF PAYMENT:**

- 23.1** Payment due on **successful completion of work** shall be made as per the terms of payment by OPTCL directly to the Contractor through RTGS or A/C Payee Cheque.
- 23.2** Payment shall be made promptly by OPTCL within thirty **(30)** days of receipt of Contractor's invoice, complete in all respects and supported by the requisite documents and on fulfillment of stipulated payment conditions.
- 23.3** Tax Invoice under the contract shall be raised by the Contractor on 'Odisha Power Transmission Corporation Ltd'.
- 23.4** The contractor shall furnish the particulars of his Bank Account as required for releasing the payment.

#### **24.0 CURRENCY OF PAYMENT:**

All payments under the Contract shall be in Indian Rupees only.

**25.0 DUE DATE FOR PAYMENTS:**

The payment shall be made within thirty (30) days of receipt of the Contractor's invoice, subject to fulfillment of all the conditions for release of such payment.

**26.0 TERMS OF PAYMENT:**

**26.1 PAYMENT TOWARDS CHANGE IN RATES OF GST:**

Any statutory variations in GST rates during the contract period, if any, shall be to OPTCL's account.

Any statutory variations in GST rates beyond the contract period shall be to the Contractor's account, if the reason of delay is not attributable to OPTCL.

In case of any subsequent change in the nature of supply, whether a "works contract" or a "composite supply other than works contract", impact of differential GST would be on contractor's account.

**26.2 STATUTORY LIABILITY:**

Income Tax, Surcharge on Income Tax and other statutory payments and any other taxes for which the contractor is liable shall be payable by the contractor himself and he shall keep OPTCL indemnified for all times in the event OPTCL is made to discharge any tax liability on this account.

**26.3 TAX DEDUCTED AT SOURCE:**

The statutory deduction of taxes and duties at source as applicable, related to these works, shall be made by OPTCL from the Contractor's bills for which the contractor cannot claim any reimbursement. TDS so deducted shall be deposited with the relevant tax Authorities & TDS certificates shall be issued by OPTCL.

**27.0 DEDUCTIONS FROM CONTRACT PRICE:**

All costs, damages or expenses which OPTCL might have paid, for which Contractor is liable under the Contract, will be recovered from the Contractor.

All other deductions as applicable under the contract shall also be recovered from the contractor's invoice.

**D. MATERIALS/EQUIPMENT HANDLING & STORAGE:**

**28.0 MATERIALS HANDLING:**

The contractor is fully responsible for safe handling of the tower members to be painted during execution of the work. Any damage to OPTCL property shall be made out of Contractor's account.

**29.0 CODE REQUIREMENTS:**

The erection requirements and procedures to be followed during the installation of the equipment shall be in accordance with the relevant Codes and accepted good engineering practice, the Engineer's drawings and other applicable Indian recognized codes and laws and regulation of the Government of India.

**E. CONTRACTOR'S OBLIGATION:**

**30.0 FIRST AID:**

To deal with emergency /accidental eventualities at works site, the Contractor shall make all such arrangements necessary, such as services of an ambulance etc. for transportation to hospital at his own cost.

**31.0 PROTECTION OF MONUMENTS AND REFERENCE POINTS:**

The Contractor shall ensure that any finds such as relic, antiquity, coins, fossils, etc. which he may come across during the course of performance of his Works either during excavation or elsewhere, are properly protected and handed over to the Engineer-In-Charge. Similarly the Contractor shall ensure that the bench marks, reference points, etc, which are marked either with the help of Engineer-In-Charge or by the Engineer-In-Charge shall not be disturbed in any way during the performance of his Works. If any work is to be performed which disturbs such reference the same shall be done only after these are transferred to other suitable locations under the direction of the Engineer-In-Charge. The Contractor shall provide all necessary materials and assistance for such relocation of reference points etc.

**32.0 WORK & SAFETY REGULATIONS:**

- 32.1** The Contractor shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to OPTCL or to others, working at the Site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislation and the Engineer-In-Charge, as he may deem necessary.
- 32.2** The Contractor will notify well in advance to the Engineer-In-Charge of his intention to bring to the Site any container filled with liquid or gaseous fuel or explosive or petroleum substance or such chemicals which may involve hazards. The Engineer-In-Charge shall have the right to prescribe the conditions, under which such container is to be stored, handled and used during the performance of the works and the Contractor shall strictly adhere to and comply with such instructions. The Engineer-In-Charge shall have the right at his sole discretion to inspect any such container or such construction plant/equipment for which material in the container is required to be used and if in his opinion, its use is not safe, he may forbid its use. No claim due to such prohibition shall be entertained by OPTCL and OPTCL shall not entertain any claim of the Contractor towards additional safety provisions/conditions to be provided for/constructed as per the Engineer-In-Charge's instructions. Further, any such decision of the Engineer-In-Charge shall not, in any way, absolve the Contractor of his responsibilities and in case, use of such a container or entry thereof into the Site area is forbidden by the Engineer-In-Charge, the Contractor shall use alternative methods with the approval of the Engineer-In-Charge without any cost implication to OPTCL or extension of work schedule.
- 32.3** Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, the Contractor shall be responsible for carrying-out such provision and/or storage in accordance with the rules and regulations laid down in Petroleum Act 1934, Explosives Act, 1948 and Petroleum and Carbide of Calcium Manual Construction of S/S and Transmission Line at various location in State of Odisha published by the Chief Inspector of Explosives of India. All such storage shall have prior approval of the Engineer-In-Charge. In case, any approvals are necessary from the Chief Inspector (Explosives) or any statutory authorities, the Contractor shall be responsible for obtaining the same.
- 32.4** All equipment used in construction and erection by Contractor shall meet Indian/International Standards and where such standards do not



exist, the Contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the Contractor in accordance with manufacturer's Operation Manual and safety instructions and as per Guidelines/rules of OPTCL in this regard.

- 32.5** The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need, as may be directed by the Engineer-In-Charge who will also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability.
- 32.6** The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffolding etc. The scaffolding shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only, shall be used by the Contractor.
- 32.7** The Contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to OPTCL or other Contractors under any circumstances, whatsoever, unless expressly permitted in writing by OPTCL to handle such fuses, wiring or electrical equipment
- 32.8** Before the Contractor connects any electrical appliances to any plug or socket belonging to the other Contractor or OPTCL, he shall:
- a) Satisfy the Engineer-In-Charge that the appliance is in good working condition;
  - b) Inform the Engineer-In-Charge of the maximum current rating, voltage and phases of the appliances;
  - c) Obtain permission of the Engineer-In-Charge detailing the sockets to which the appliances may be connected.
- 32.9** The Engineer-In-Charge will not grant permission to connect until he is satisfied that;
- a) The appliance is in good condition and is fitted with suitable plug;
  - b) The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.

- 32.10** No electric cable in use by the Contractor/OPTCL will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
- 32.11** No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Engineer-In-Charge and a permit to work shall be issued by the Engineer-In-Charge before any repair work is carried out by the Contractor. While working on electric lines/equipment, whether live or dead, suitable type and sufficient quantity of tools will have to be provided by the Contractor to electricians/workmen/officers.
- 32.12** The Contractors shall employ necessary number of qualified, full time electricians/electrical supervisors to maintain his temporary electrical installation.
- 32.13** The Contractor employing more than 50 workmen whether temporary, casual, probationer, regular or permanent or on contract, shall employ at least one full time officer exclusively as safety officer to supervise safety aspects of the equipment and workmen, who will coordinate with the Project Safety Officer. In case of work being carried out through Sub-Contractors, the Sub-Contractor's workmen/employees will also be considered as the Contractor's employees/workmen for the above purpose. The name and address of such Safety Officers of the Contractor will be promptly informed in writing to Engineer-In-Charge with a copy to Safety Officer-In charge before he starts work or immediately after any change of the incumbent is made during currency of the Contract.
- 32.14** In case any accident occurs during the construction/ erection or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer-In-Charge in prescribed form and also to all the authorities envisaged under the applicable laws.
- 32.15** The Engineer-In-Charge shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The Contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Engineer-In-Charge

within 3 days of such stoppage of work and decision of the Engineer-In-Charge in this respect shall be conclusive and binding on the Contractor.

**32.16** The Contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons as provided in the above clause and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of price reduction schedule.

**32.17** It is mandatory for the Contractor to observe during the execution of the works, requirements of Safety Rules which would generally include but not limited to following:

**Safety Rules:-**

- i. Each employee shall be provided with initial indoctrination regarding safety by the Contractor, so as to enable him to conduct his work in a safe manner.
- ii. No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.
- iii. Under no circumstances shall an employee hurry or take unnecessary chance when working under hazardous conditions.
- iv. Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas and adequate firefighting equipment shall be provided at crucial location.
- v. Employees under the influence of any intoxicating beverage, even to the slightest degree shall not be permitted to remain at work.
- vi. There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
- vii. The staircases and passageways shall be adequately lit.
- viii. The employees when working around moving machinery, must not be permitted to wear loose garments. Safety shoes are recommended when working in shops or places where materials or tools are likely to fall. Only experienced workers shall be permitted to go behind guard rails or to clean around energized or moving equipment.
- ix. The employees must use the standard protection equipment intended for each job each piece of equipment shall be inspected before and after it is used.
- x. Requirements of ventilation in underwater working to licensed and experienced divers, use of gum boots for working in slushy or in inundated conditions are essential requirements to be fulfilled.

xi. In case of rock excavation, blasting shall invariably be done through licensed blaster and other precautions during blasting and storage/transport of charge material shall be observed strictly.

**32.18** The Contractor shall follow and comply with OPTCL's Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservations. In case of any discrepancy between statutory requirement and OPTCL's Safety Rules referred above, the latter shall be binding on the Contractor unless the statutory provisions are more stringent.

**32.19** If the Contractor fails in providing safe working environment as per OPTCL's Safety Rules or continues the work even after being instructed to stop work by the Engineer-In-Charge as provided in clause above, the Contractor shall promptly pay to OPTCL, on demand by OPTCL, compensation at the rate of Rs.5,000/- per day of part thereof till the instructions are complied with and so certified by the Engineer-In-Charge. However, in case of accident taking place, causing injury to any individual, the provisions contained here in shall also apply in addition to compensation mentioned in this clause.

**32.20** If the Contractor does not take all safety precautions and/or fails to comply with the Safety Rules as prescribed by OPTCL or under the applicable law for the safety of the equipment and plant and for the safety of personnel and the Contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other Contractors or OPTCL's employees or any other person who are at Site or adjacent thereto, the Contractor shall be responsible for payment of compensation to OPTCL as per the following schedule:

- |   |                           |
|---|---------------------------|
| a) Fatal injury or accident causing death   | Rs. 1,00,000/- per person |
| b) Major injuries or accident causing 25% or more permanent disablement to Workmen or employees | Rs. 20,000/- per person   |

(These are applicable for death / injury to any person, whatsoever)

Permanent disablement shall have same meaning as indicated in Workmen's Compensation Act. The compensation mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provisions of the Workmen's Compensation Act and rules framed there under or any other applicable laws as applicable from time to time. In case OPTCL is made to pay such compensation then the

Contractor is liable to reimburse OPTCL such amount in addition to the compensation indicated above.

- 32.21** If the Contractor observes all the Safety Rules and Codes, Statutory Laws and Rules during the currency of Contract awarded by OPTCL and no accident occurs then OPTCL may consider the performance of the Contractor and award suitable 'ACCIDENT FREE SAFETY MERITORIOUS AWARD' as per scheme as may be announced separately from time to time.

**33.0 UNFAVOURABLE WORKING CONDITIONS:**

The Contractor shall confine all his field operations to those works, which can be performed without subjecting the equipment and materials to adverse effects during inclement weather conditions, like monsoon, storms etc. and during other unfavorable construction conditions. No field activities shall be performed by the Contractor under conditions, which might adversely affect the quality and efficiency of the equipment thereof, unless special precautions or measures are taken by the Contractor in a proper and satisfactory manner in the performance of such Works and with the concurrence of the Engineer-In-Charge. Such unfavorable construction conditions will in no way relieve the Contractor of his responsibility to perform the Works as per the Work Completion Schedule for construction of S/S and associated Line at various location in State of Odisha.

**34.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY:**

- 34.1** The Contractor shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including members of public and employees of OPTCL and the employees of other Contractors and Sub-Contractors and all public and private property including structures, building, other plants and equipment and utility either above or below the ground.
- 34.2** The Contractor will ensure provision of necessary safety equipment such as barriers, signboards, warning lights and alarms, etc. to provide adequate protections to persons and property. The Contractor shall be responsible to give reasonable notice to the Engineer-In-Charge and OPTCL of public or private property and utilities when such property and utilities are likely to get damaged or injured during the performance of his works and shall make all Construction of S/S and Transmission Line at various location in State of Odisha necessary arrangements with such

OPTCLs, related to removal and/ or replacement or protection of such property and utilities.

### **35.0 FIRE PROTECTION:**

- 35.1** The work procedures that are to be used during the erection shall be those, which minimize fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the Site at least once each day. Fuels, oils and volatile or inflammable materials shall be stored away from the construction and equipment and materials storage areas in safe containers. Untreated materials shall not at all be used at Site for any other purpose unless otherwise specified. If any such materials are received with the equipment at the Site, the same shall be removed and replaced with acceptable materials before moving into the construction or storage area.
- 35.2** Similarly, corrugated paper fabricated cartons etc. will not be permitted in the construction area either storage or for handling of materials. All such materials used shall be Construction of S/S and Line at various location in State of Odisha of waterproof and flame resistant type. All other materials such as working drawings, plans etc., which are combustible but are essential for the works to be executed shall be protected against combustion resulting from welding sparks, cutting flames and other similar fire sources.
- 35.3** All the Contractor's supervisory personnel and sufficient number of workers shall be trained for firefighting and shall be assigned specific fire protection duties. Sufficient no. of such trained personnel must be available at the Site during the entire period of the Contract.
- 35.4** The Contractor shall provide enough fire protection equipment of the types and numbers for the warehouses, office, temporary structures, labour colony area etc. Access to such fire protection equipment shall be easy and kept open at all times.

### **36.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR:**

#### **36.1 TOOLS, TACKLES AND SCAFFOLDING:**

The Contractor shall provide all the construction equipment; tools, tackles and scaffolding required for pre-assembly, erection, testing and commissioning of the equipment covered under the Contract. He shall submit a list of all such materials to the Engineer-In-Charge before the commencement of pre-assembly at Site. These tools and tackles shall not

be removed from the Site without the written permission of the Engineer-In-Charge.

### **36.2 COMMUNICATION:**

The contractor will make his own arrangement for all his communication needs such as telephone, telex, fax, etc. at the site and residential area. OPTCL will assist in getting the above facility, in case he finds any difficulty.

### **36.3 FIRST-AID:**

**36.3.1** The Contractor shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the Site. Enough number of Contractor's personals shall be trained in administering first-aid.

**36.3.2** The contractor will arrange, in case of any emergency, the services of an ambulance for transportation to the nearest hospital. OPTCL will assist in getting above facility, in case he finds any difficulty.

### **36.4 CLEANLINESS:**

The Contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of Contract. The Contractor shall employ enough number of special personnel to thoroughly clean his work-area at least once in a day. All such rubbish and scrap material shall be stacked or disposed off in a place to be identified by the Engineer-In-Charge. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.

Similarly the labour colony, the offices and the residential areas of the Contractor's employees and workmen shall be kept clean and neat to the entire satisfaction of the Engineer-In-Charge. Proper sanitary arrangement shall be provided by the Contractor, in the work-areas, office and residential areas of the Contractor.

**EMPLOYMENT OF LABOUR:**

- 36.5** The Contractor will be expected to employ on the work only his regular skilled employees with experience of his particular work. No female labour shall be employed after darkness. No person below the age of eighteen years shall be employed.
- 36.6** All traveling expenses including provisions of all necessary transport to and from Site, lodging allowances and other payments to the Contractor's employees shall be the sole responsibility of the Contractor.
- 36.7** The hours of work on the Site shall be decided by OPTCL and the Contractor shall adhere to it. Working hours will normally be eight (8) hours per day-Monday through Saturday.
- 36.8** The Contractor's employees shall wear identification badges while on work at Site.
- 36.9** In case OPTCL becomes liable to pay any wages or dues to Labour or any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour Regulation Abolition Act or any other law due to act of omission of the Contractor, OPTCL may make such payment and shall recover the same from the Contractor's bills.

**36.10 Compliance with Labour Regulations:**

- 36.10.1** During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all applicable existing labour enactments and rules made there-under, regulations, notifications and byelaws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The employees of the Contractor and the Sub-contractor in no case shall be treated as the employees of OPTCL at any point of time.
- 36.10.2** The Contractor shall keep OPTCL indemnified in case any action is taken against the
- 36.10.3** OPTCL by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations, or notifications including amendments.
- 36.10.4** If OPTCL is caused to pay under any law as Employer OPTCL such amount as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the Notifications/Byelaws/Acts/Rules/Regulations including amendments, if



any, on the part of the Contractor, OPTCL shall have the right to deduct any money due to the Contractor under this contract or any other contract with OPTCL including his amount of performance security for adjusting the aforesaid payment. The OPTCL shall also have right to Construction of S/S and Transmission Line at various location in State of Odisha recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by OPTCL.

**36.10.5 Salient features of some major laws applicable to establishments engaged in building and other construction works:**

- i. **Workmen Compensation Act 1923:** The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- ii. **Payment of Gratuity Act 1972:** Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death the rate of 15 days wages for every completed year service. The Act is applicable to all establishments employing 10 or more employees.
- iii. **Employee P.F. and Miscellaneous Provision Act 1952:** The benefits under these are :  
Pension or family pension on retirement or death, as the case may be.  
Deposit linked insurance on death in harness of the worker.  
Payment of P.F. accumulation on retirement/death etc.
- iv. **Maternity Benefit Act 1951:** The Act provides for leave and some other benefit for women employees in case of confinement or miscarriage etc.
- v. **Contract Labour (Regulation & Abolition) Act 1970:** The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case contractor fails to provide, the same are required to be provided, by the Employer OPTCL by law. The Employer OPTCL is required to take Certification of Registration and the Contractor is required to take license from the designated Officer. Act applicable to the establishments or contractor of Employer OPTCL if they employ 20 or more contract labour.
- vi. **Minimum Wages Act 1948:** The OPTCL is supposed to pay not less than the minimum Wages fixed by appropriate Govt. as per provision of the Act if the employment is scheduled employment.
- vii. **Payment of Wages Act 1936:** It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- viii. **Equal Remuneration Act 1979:** The Act provides for payment of equal wages for work of equal nature to male and female workers and for not

making discrimination against female employees in the matters of transfer, training and promotions etc.

- ix. **Payment of Bonus Act 1965:** The Act is applicable to all establishments employing 20 or more employees.
- x. **Industrial Dispute Act 1947:** The act lays down the machinery and procedure for resolution of industrial disputes, in what situations as strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- xi. **Industrial Employment (Standing Orders) act 1946:** It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by OPTCL on matters provided in the Act and get the same certified by the designated Authority.
- xii. **Trade Unions Act 1926:** The Act lays down the procedure for registration of trade unions of workmen and OPTCLs. The Trade; Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- xiii. **Child Labour (Prohibition & Regulation) Act 1986:** The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in building and Construction Industry.
- xiv. **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:** The Act is applicable to an establishment, which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as; housing, medical aid, traveling expenses from home up to the establishment and back, etc.
- xv. **The Building and Other Construction Workers (Regulation of Employment and conditions of Service) Act 1996 and the Cess Act of 1996:** All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under this Act. The OPTCL of the establishment is required to provide safety measures at the building Construction of S/S and Transmission Line at various location in State of Odisha or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The OPTCL

to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

- xvi. **Factories Act 1948:** The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

### **37.0 PROTECTION OF WORK:**

The Contractor shall have total responsibility for protecting his works till it is finally taken over by the Engineer-In-Charge. No claim will be entertained by OPTCL or by the Engineer-In-Charge for any damage or loss to the Contractor's works and the Contractor shall be responsible for complete restoration of the damaged works to original conditions to comply with the specification and drawings, should any such damage to the Contractor's works occur because of any other party not being under his supervision or control. The Contractor shall make his claim directly with the party concerned. If disagreement or conflict or dispute develops between the Contractor and the other party or parties concerned regarding the responsibility for damage to the Contractor's works, the same shall be resolved with the Cooperation with other Contractors. The Contractor shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such dispute. The Contractor shall proceed to repair the Work immediately and no cause thereof will be assigned pending resolution of such disputes.

### **38.0 DISCIPLINE OF WORKMEN:**

The Contractor shall adhere to the disciplinary procedure set by the Engineer-In-Charge in respect of his employees and workmen at Site. The Engineer-In-Charge shall be at liberty to object to the presence of any representative or employee of the Contractor at the Site, if in the opinion of the Engineer-In-Charge such employee has misconducted himself or is incompetent or negligent or otherwise undesirable and then the Contractor shall remove such a person objected to and provide in his place a competent replacement.

### **39.0 REGULATION OF LOCAL AUTHORITIES AND STATUTES:**

- 39.1** The Contractor shall comply with all the rules and regulations of local authorities during the performance of his field activities. He shall also comply with the Minimum Wages Act, 1948 and the Payment of Wages

Act (both of the Government of Odisha and Govt. of India) and the rules made there under in respect of any employee or workman employed or engaged by him or his Sub-Contractor. The contractor shall indemnify OPTCL against any or all such claim.

- 39.2** All registration and statutory inspection fees, if any, in respect of his work pursuant to this Contract shall be to the account of the Contractor. However, any registration, statutory inspection fees lawfully payable under any statutory laws and its amendments from time to time during erection in respect of the equipment ultimately to be owned by OPTCL, shall be to the account of OPTCL. Should any such inspection or registration need to be re-arranged due to the fault of the Contractor or his Sub Contractor, the additional fees to such inspection and/or registration shall be borne by the Contractor.

#### **40.0 LIABILITY FOR ACCIDENTS AND DAMAGES:**

Under the Contract, the Contractor shall be responsible for loss or damage to the plant and personnel until the successful completion of commissioning.

#### **41.0 LICENSE:**

##### **41.1 HT/EHT LICENSE:**

HT/EHT license issued by the State Govt. Authority available with the Contractor is sufficient for the purpose of participation in the subject tender. In case the HT/EHT license is not from the ELBO Odisha, Contractor license for execution of works is to be obtained from the Office of the EIC-CUM-PCEI, Odisha. However, the contractor should furnish the documents as a proof to OPTCL, that they have applied to the issuing authority for issuing of Contractor License within 30 (thirty) days from the issue of LOA. In case the Contractor license application is not furnished within 15 (Fifteen) Days from the issue of LOA, OPTCL have the right to cancel the LOA.

- 41.1.1 CIVIL LICENSE:** The Bidder should possess ~~'A' class~~ / **'B' Class** / **'C' Class** contractor License according to the following table.

##### **41.1.2**

Sl No.	Class of Contractor	Range of Financial Limit
1	Super Class	Above Rs. 20 Crore
2	Special Class	Above Rs. 6 Crore and upto Rs. 50 Crore
3	'A' Class	Above Rs. 1 Crore and upto Rs. 20 Crore
4	'B' Class	Above Rs. 20 Lakh and upto Rs. 3 Crore
5	'C' Class	Upto Rs. 40 Lakh
6	'D' Class	Upto Rs. 20 Lakh

**NB: However, the HT/EHT license holder may hire a suitable civil license holder and vice-versa by making an agreement / affidavit on notarized non-judicial stamp paper for the purpose.**

#### **42.0 FRAUD PREVENTION POLICY:**

The contractor along with their associate / collaborator / vendors/ consultants/ service providers shall strictly adhere to the fraud prevention policy of OPTCL. The contractor along with their associates/ collaborators /sub-vendors/ consultants / service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the contract. The contractor shall immediately apprise OPTCL about any fraud or suspected fraud as soon as it comes to their notice.

#### **43.0 EVENTS OF DEFAULT:**

Each of the following events or occurrences shall constitute an event of default (“Event of Default”) under the Contract:

(a) Contractor fails or refuses to execute work conforming to the technical specifications or otherwise or fails to execute the works assigned to them within the period specified in LOA or any extension thereof.

(b) Contractor becomes insolvent or unable to pay its debts when due, or commits any act of bankruptcy, such as filing any petition in any bankruptcy, winding-up or reorganization proceeding, or acknowledges in writing its insolvency or inability to pay its debts; or the Contractor’s creditors file any petition relating to bankruptcy of Contractor;

(c) Contractor otherwise fails or refuses to perform or observe any term or condition of the Contract and such failure is not remediable or, if remediable, continues for a period of 30 days after receipt by the Contractor of notice of such failure from OPTCL.

Contractor fails or refuses to pay any amount due under the Contracts.

#### **44.0 CONSEQUENCES OF DEFAULT:**

If an Event of Default occurs and would be continuing, OPTCL may forthwith terminate the Contract by written notice.

In the Event of Default, OPTCL may, without prejudice to any other right granted to it by law, or the Contract, take any or all of the following actions;

i. present for payment, to the relevant bank the Contract Performance bank Guarantee;

- ii. Recover any losses and / or additional expenses, OPTCL may incur as a result of Contractor's default.

**45.0 FORCE MAJEURE:**

- 45.1** The term "Force Majeure" as employed herein include, acts of God or force of nature, landslide, earthquake, flood, fire, lightning, explosion, major storm (hurricane, typhoon, cyclone etc. ) or tidal wave, shipwreck and perils of navigation, act of war (declared or undeclared ) or public enemy, strike (excluding employee strikes, lockouts or other industrial disputes or action solely among employee of Contractor or its sub-contractors ) act or omission of Sovereign States or those purporting to represent Sovereign States, blockade, embargo, quarantine, public disorder, sabotage, accident or similar events beyond the control of the parties or either of them.
- 45.2** In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which the cause lasts.
- 45.3** Upon the occurrence of any Force Majeure event, the party so affected in the discharge of its obligation shall promptly, but no later than seven (7) days give written notice of such event to the other party. The affected party shall make every reasonable effort to remove or remedy the cause of such Force majeure or mitigate its effect as quickly as possible. If such occurrence results in the suspension of all or part of the work for a continuous period of more than 10(Ten) days, the parties shall meet and determine the measures to be taken.
- 45.4** Any delay or failure in performance by either party hereto shall not give rise to any claims for damages or loss of anticipated profits if and to the extent, such delay or failure is caused by Force Majeure.

**46.0 TERMINATION OF CONTRACT ON OPTCL'S INITIATIVE:**

- 46.1** The OPTCL reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled 'Contractor's Default'. The OPTCL shall in such an event give fifteen (15) days' notice in writing to the Contractor of his decision to do so.
- 46.2** The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable

efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and terms satisfactory to OPTCL, stop all further sub-contracting or purchasing activity related to the work terminated, and assist OPTCL in maintenance, protection, and disposition of the works acquired under the Contract by OPTCL.

In the event of such a termination the Contractor shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination.

- 46.3** If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless OPTCL is satisfied that the legal representatives of the individual Contractor or of the proprietor of the propriety concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract OPTCL shall be entitled to cancel the Contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of OPTCL that the legal representatives of the deceased Contract or surviving partners of the Contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation OPTCL shall not hold the estate of the deceased Contractor and/or the surviving partners of the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable to damages for not completing the Contract.

#### **47.0 CONTRACTOR'S DEFAULT:**

- 47.1** If the Contractor shall neglect to execute the works with due diligence and expedition or shall refuse or neglect to comply with any reasonable order given to him, in writing by the Engineer-In-Charge in connection with the works or shall contravene the provisions of the Contract, OPTCL may give notice in writing to the Contractor to make good the failure, negligence or contravention complained of. Should the Contractor fail to comply with the notice within thirty (30) days from the date of serving the notice, then and in such case OPTCL shall be at liberty to employ other workmen and forthwith execute such part of the works as the Contractor may have neglected to do or if OPTCL shall think fit, without prejudice to any other right he may have under the Contract to take the work wholly or in part out of the Contractor's hands and re-Contract with any other person or persons to complete the works or any part thereof and in that event

OPTCL shall have free use of all Contractors equipment that may have been at the time on the site in connection with the works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same, and OPTCL shall be entitled to retain and apply any balance which may otherwise be due on the Contract by him to the Contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of the works or of completing the works as the case may be. If the cost of completing of works or executing part thereof as aforesaid shall exceed the balance due to the Contractor, the Contractor shall pay such excess. Such payment of excess amount shall be independent of the price reduction schedule for delay, which the Contractor shall have to pay if the completion of works is delayed.

**47.2** In addition, such action by OPTCL as aforesaid shall not relieve the Contractor of his liability to price reduction schedule for delay in completion of works as defined in this Section.

**47.3** Such action by OPTCL as aforesaid under this clause shall not entitle the Contractor to reduce the value of the Contract performance Guarantee nor the time thereof. The Contract Performance Guarantee shall be valid for the full value and for the full period of the Contract including guarantee period.

#### **48.0 SUSPENSION OF WORK:**

**48.1** The OPTCL reserves the right to suspend and reinstate execution of the whole or any part of the works without invalidating the provisions of the Contract. Orders for suspension or reinstatement of the works will be issued by the Engineer-In-Charge to the Contractor in writing. The time for completion of the works will be extended for a period equal to duration of the suspension.

**48.2** Any necessary and demonstrable cost incurred by the Contractor as a result of such suspension of the works will be paid by OPTCL, provided such costs are substantiated to the satisfaction of the Engineer-In-Charge. The OPTCL shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the contractor or his sub-contractor.

#### **F. RESOLUTION OF DISPUTES:**

##### **49.0 SETTLEMENT OF DISPUTES:**



- 49.1** Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.
- 49.2** If any dispute or difference of any kind, whatsoever, shall arise between OPTCL and the Contractor arising out of the Contract for the performance of the Supply/works whether during the progress of the Supply/Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the Engineer-in-Charge, who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to OPTCL and the Contractor.
- 49.3** Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the parties until the completion of the Supply/Works and shall forthwith be given effect to by the Contractor who shall proceed with the Supply/Works with all due diligence, whether he or OPTCL requires arbitration as hereinafter provided or not.
- 49.4** If after the Engineer-in-Charge has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.
- 49.5** In the event of the Engineer-in-Charge failing to notify his decision as aforesaid within thirty (30) days after being requested as aforesaid, or in the event of either OPTCL or the Contractor being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of thirty days, as the case may be, either party may require that the matters in dispute be referred to arbitration as hereinafter provided.

**50.0 ARBITRATION:**

- 50.1** All disputes or differences in respect of which the decision, if any, of the Engineer-in-Charge has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.
- 50.2** The arbitration shall be conducted by three arbitrators, one each to be nominated by the Contractor and the Employer and the third to be appointed as a Presiding Arbitrator by both the arbitrators in accordance with the Arbitration & Conciliation Act 1996. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator

appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.

- 50.3** The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification thereof. The place and venue of arbitration shall be at Bhubaneswar.
- 50.4** The decision of the majority of the arbitrators shall be final and binding upon the parties. The arbitrators may, from time to time, with the consent of all the parties, extend the time for making the award subject to provisions of the arbitration and conciliation Act 1996 and any amendment thereto. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.
- 50.5** The arbitrator shall have full powers to review and/or revise any decision, opinion, direction, certification or valuation of the Engineer-in-Charge in accordance with the Contract, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments put before the Engineer-in-Charge for the purpose of obtaining the said decision.
- 50.6** No decision given by the Engineer-in-Charge in accordance with the foregoing provisions shall disqualify him as being called as a witness or giving evidence before the arbitrators on any matter whatsoever relevant to the dispute or difference referred to the arbitrators as aforesaid.
- 50.7** During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

**51.0 JURISDICTION OF COURT:**

- 51.1** The laws applicable to the Contract shall be the laws in force in India. The Hon'ble Courts of Bhubaneswar/Cuttack shall have exclusive jurisdiction in all matters arising under this Contract.
- 51.2** Writ Jurisdiction shall come under High Court of Odisha.

**G. OTHER TERMS AND CONDITIONS:**

**52.0 INELEGIBILITY FOR FUTURE TENDERS:**

Notwithstanding the provisions specified in ITB, if a bidder after having been issued the Work Order / Letter of Award, either does not sign the Contract Agreement pursuant to ITB or does not submit acceptable

Contract Performance Bank Guarantee or does not execute this contract, such bidder may be considered ineligible for participating in future tender of OPTCL for a period as may be decided by OPTCL.

**53.0 GRAFTS & COMISSIONS:**

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner(s), agent(s), officer(s), director(s), employee(s) or servant(s) or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with OPTCL, shall in addition to any criminal liability which it may incur, subject the Contractor to the cancellation of this and all other Contracts and also to payment of any loss or damage to OPTCL resulting from any cancellation. The OPTCL shall then be entitled to deduct the amount so payable from any monies otherwise due to Contractor under the Contract.

**END-Section-III**

**SECTION-IV**  
**BID PROPOSAL SHEET**

## BID PROPOSAL SHEET

Bidder's Proposal Reference No. and Date:

Bidder's Name & Address:

Contact Person :

Designation:

Telephone No.: Mobile No. :

Fax No. E-mail :

To

Executive Director, Southern Zone,  
ODISHA Power Transmission Corporation Ltd.  
Berhampur.

Sub: Switchyard fencing work at various sites under Southern Zone,  
Berhampur.

Ref.: 1. NOTICE INVITING TENDER (NIT) NO:- ED-SZ-BAM-07/ 2024-25  
2. TENDER DOCUMENT REFERENCE NO:- ED-SZ-BAM- e-Tender- Wire mesh fencing-07/2024-25.

Dear Sir,

We, the undersigned Bidder having visited the Official e-Tender Portal of OPTCL and having read and examined in detail the Tender Documents [e-NIT, Free View Documents (.pdf) and Bid Forms(in XLS formats)] including specifications of the work referred above, do here by propose to execute the work of OPTCL.

We, agree to the following major terms and conditions of the tender;

**1.0 PRICES AND VALIDITY:**

- 1.1 We declare that the prices quoted in our proposal are in accordance with your “Instructions to Bidders” and as per the bid form (in .XLS formats) available in the Official tender Portal of OPTCL.
- 1.2 The Input Tax Credit (ITC) available on inward supply of goods or services, or both, as the case may be for the contract has been fairly estimated and the benefit of the same has been fully adjusted while quoting the bid price.
- 1.3 All the basic prices (taxable value) of the price schedule are FIRM during the period of the contract (except for statutory variations in GST rates) in line with your bid documents.
- 1.4 All the prices and other terms and conditions of this proposal are valid for a period of 180 (One hundred Eighty) Days from the date of opening of the Technical (Part-I) bids.
- 1.5 The prices and the price components in line with the requirements of the bid documents Section-II of the Volume-III (Price Schedules) are keyed-In and uploaded in the Official e-Tender Portal of OPTCL.
- 1.6 We hereby declare that our bid prices cover entire scope of the work to complete the work in accordance with Bid Documents.
- 1.7 We hereby declare that prices left blank or indicating “nil/zero/0/dash/-/Not Applicable/NA/any other notation other than price” in the Schedules will be deemed to have been included in the prices of other items/total quoted Bid Price.
- 1.8 If there is a discrepancy between unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy in the quantity mentioned by the bidder from the quantity mentioned in the tender the tendered quantity (BOQ) will prevail.
- 1.9 We do not anticipate any change in Ownership of company/firm. If at all and there would be a change in Ownership, we undertake that our obligation under the contract in case we become successful bidder, shall stand.

**2.0 TAXES & DUTIES:**

- 2.1 We declare that towards the supply of goods & services by us, we will quote basic prices(taxable value) inclusive of Packing, Forwarding and Freight & Insurance excluding GST for each of the items quoted. Alongside the basic price(taxable value) quoted by us for each item, CGST

plus OGST, or IGST, as the case may be, will also be quoted, which will be added to quoted basic price(taxable value) to indicate quoted final value. Tax Invoice shall constitute basic price, CGST plus OGST, or IGST, as the case may be, and such other details which are stipulated in CGST and OGST Rules, 2017. No transaction between OPTCL and our vendors shall be recognized and the input credit on the supply of goods & services by our vendors shall be considered in the basic price(taxable value) quoted to OPTCL.

- 2.2** However, any statutory variation in GST on package supply (and not on individual goods and services components) supplied by us during the contract period is to OPTCL's account.
- 2.3** As regards the Income Tax, surcharge on Income Tax, statutory payments and other corporate taxes, we will be responsible for such payments to the concerned authorities.
- 2.4** The statutory deduction of taxes and duties at source as applicable, related to these works, shall be made by OPTCL from our bills for which we cannot claim any reimbursement. TDS so deducted by OPTCL shall be deposited by them with the relevant tax Authorities & TDS certificates shall be issued by OPTCL wherever so required under the respective law.

### **3.0 DEVIATIONS**

- 3.1** We hereby declare that work shall be performed strictly in accordance with the Technical Specifications & Commercial Terms and conditions specified in the Bidding Documents except for the deviation detailed out exhaustively in the following sheet.
  - (a) Commercial Deviations Attach 7.pdf
  - (b) Technical Deviations Attach 8.pdf

Further, we confirm that any deviations found elsewhere in our proposal, other than those stated in above deviation sheet, shall not be given effect to. Deviation on account of better specification may be acceptable to OPTCL, without any cost implication to OPTCL.

However, we understand that any deviations with respect to the Technical Specifications & Commercial Terms and conditions specified in the Bidding Documents not acceptable to OPTCL may render my bid non-responsive.

- 3.2** We have read the following major provisions of the ITB & GCC and confirm that the specified stipulations of these provisions are acceptable

to us irrespective of whatever has been stated to the contrary anywhere-else in our proposal.

- a) Terms of Payment
- b) Bid Security (EMD)
- c) Contract Performance Bank Guarantee (CPBG) & Additional Performance Bank Guarantee
- d) Price Reduction / Penalty
- e) Price Basis & Payments
- f) Guarantee Period
- g) Contract Completion Period

We further confirm that any deviations to the above clauses at Sl.No. (a) through (g) found anywhere in our bid proposal implicit or explicit shall stand unconditionally withdrawn, without any cost implications whatsoever to OPTCL.

**4.0 TENDER PAPER COST, TENDER PROCESSING FEES AND BID SECURITY:**

**4.1** We have scanned and uploaded the Demand Draft(s)/Bank Guarantee as applicable Proof of Deposit of towards Tender Paper Cost & Tender Processing Fees. We have submitted declaration in lieu of BID Security / EMD. We have also submitted the above in original in a separate sealed envelope superscribing the name of work Bid ref. No. and Name.

**4.2** The details of the above Demand Draft(s)/Bank Guarantee/ Proof of Deposit of Tender Processing Fees & Tender Cost are as follows;

<b>Particulars</b>	<b>DD/BG No. &amp; Date</b>	<b>Amount (In Rs.)</b>	<b>Issuing Bank</b>
Tender Paper Cost			
Tender Processing fees			
Bid Security (EMD)			



**5.0 QUALIFICATION DATA:**

- 5.1** We confirm having uploaded(attachment.pdf)/keyed-in(Schedules) against the Technical and Financial qualification requirement on your official tender portal as per qualifying criteria specified in the Instruction to bidders, Vol.-I.
- 5.2** In case, you require any further information in this regard, before evaluation of our bid, we agree to furnish the original in time to your satisfaction.
- 5.3** We declare that the documentary evidence in support of the above qualifying requirement and the information filled by us in this regard are correct to the best of our knowledge and belief. We undertake that if any of these documentary evidence/information are found incorrect, our bid shall be liable for rejection, and in the event we emerge successful in the bidding process and are awarded the package/works, we will be liable for all consequential damages apart from termination of the contract.

**6.0 OTHER STATUTORY DOCUMENTS:**

- 6.1** We have also uploaded (as an attachment .pdf) all the statutory documents mentioned in the ITB in support of the qualifying criteria.

**7.0 BID CAPACITY:**

- 7.1** We confirm that we have uploaded (documents attachemnt.pdf)/Keyed-in the schedules to meet our bid capacity criteria. We undertake to abide by the bid capacity and award criteria assessed by OPTCL as per the following bid capacity qualification, if found successful in the bidding process;
- ~~**7.2** In case we participate through Joint Venture/Consortium, we and our partner together shall also agree to the above bid capacity criteria.~~

**8.0 CONSTRUCTION OF CONTRACT:**

- 8.1** We understand that in case of award, the contract to be entered into shall be treated as single contract.
- 8.2** We further agree that if the contract is awarded to us it will be on single source responsibility basis and breach in any portion or part of one contract shall be construed as a breach of the other contract as well, which will confer on you the right to terminate the other contract, at our risk and cost.

**9.0 SIGNING OF THE CONTRACT AGREEMENT:**

We undertake to sign the Contract Agreement as per the proforma mentioned in the ITB within 15(Fifteen) days of Letter of Award / work order.

**10.0 CONTRACT PERFORMANCE BANK GUARANTEE & ADDITIONAL PERFORMANCE BANK GUARANTEE:**

We agree that if our proposal is accepted, we shall provide an irrevocable Contract Performance Bank Guarantee (from list of Banks mentioned in the annexure to this documents) in non-judicial stamp paper of appropriate value (as per the prescribed format) within 15 (Fifteen) days from the date LOA / work order issued in favour of the ODISHA Power Transmission Corporation Ltd. The Bank Guarantee amount shall be equal to ten percent (10%) of the Contract Price. The bank guarantee shall be valid for 03months over and above work completion period plus Guarantee Period. If the work completion period gets extended the Contract Performance Bank guarantee shall be extended accordingly.

**11.0 PERFORMANCE GUARANTEE:**

We also undertake to take up the rectification/repair/replacement of materials or works, if any, during the defect liability period and latent defect liability.

**12.0 SELF DECLARATION FORM:**

**12.1** I/We, the undersigned do hereby declare that, I/We have never been blacklisted and / or there were no debaring actions against us for any default in executing the EPC/Turnkey Contract or in the performance of the contract entrusted to us in any of the Electricity Transmission Utilities of India.

**12.2** In the event of any such information pertaining to the aforesaid matter found at any given point of time either during the course of the contract or at the bidding stage, my bid / contract shall be liable for rejection/ cancellation / termination without any notice at the sole discretion of OPTCL.

**13.0 CHECK LIST:**

**13.1** We confirm having enclosed a check list duly keyed-in Schedule of this proposal and confirm that all necessary data/information have been provided in our proposal as required in the bidding documents.

**14.0 ACKNOWLEDGEMENT OF DISCLAIMER:**

**14.1** We undertake that we have conducted our own estimation and analysis and checked the accuracy, reliability and completeness of the information contained in the bid Document (Tender Notification, Free view Documents and Bid Forms) uploaded in the e-tendering portal and obtained independent advice from appropriate sources in our own interest for the purpose of bidding.

**14.2** We understand that OPTCL is not responsible for the e-Tender Portal of OPTCL being temporarily unavailable due to any technical issue at any point of time. In that event OPTCL will not be liable or responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this e-Tender Portal of OPTCL.

**14.3** We agree to follow the time table of e-tendering process and get the activities of e-tendering processes done well in advance so as to avoid any inconvenience.

**14.4** We undertake that in case of technical error/ failure of e-Tender Portal of OPTCL, we shall not challenge it by way of appeal, arbitration and in the Court of Law.

**15.0 DECLARATION:**

**15.1** We, hereby declare that only the persons or firms interested in this proposal as principals are named herein and that no other person or firm other than those mentioned herein have any interest in this proposal or in the contract to be entered into if we are awarded the contract, and that this proposal is made without any connection with any other person, firm or party

submitting a proposal and that this proposal is in all respect for and in good faith, without collusion or fraud.

**15.2** Further, We hereby declare that we have gone through and understood the bid documents (including schedules in XLS available in the e-tender portal) in detail and tender portal instructions for the purpose of participating in the bidding process and enclose herewith attachments (in .pdf ) uploaded and Schedules (in XLS) Keyed-in both in line with the original document.

Dated this .....day of .....20.....  
at.....

Thanking you, we remain,

Yours faithfully,

Date:

(Signature)

Place:

(PrintedName).....

(Designation).....

(Common Seal).....

Business Address:

Country of Incorporation :( States or Provinces to be indicated) (Name & Address of the Principal Office)

**Enclosure:****A. Soft Form of Documents (Scanned Copy):**

<b>Sl. No</b>	<b>Description</b>	<b>.Pdf file reference</b>
1	Documentary proof of payment of Tender paper cost & Tender Processing Fees through e-payment mode. Bid Security (EMD)	Attach 1.pdf
2	Power of Attorney /notarized copy for signing the bid document.	Attach 2.pdf
3	Following documents/Credential in support of meeting Technical Qualifying requirement: Work Orders/LOA for similar type (GI wire mesh fencing) of work Performance Certificate / Completion certificate in respect of the work orders furnished as above. . Valid HT/EHT Electrical License with EHT Supervisor available from anywhere in India and also possess B' Class / C' Class Civil License.	Attach 3.pdf
4	Scanned copy of Documents/credential in support of meeting the Financial QR: i. Audited Annual Accounts for last 05(five) years. ii. MAAT Schedule (Fin-1) iii. Liquid Assets and Un-Utilised Credit Facility Schedule (Fin-2) iv. Net Worth Schedule (Fin-3) <del>v. Bidder's Bid Capacity Schedule (Highest Project related Annual Turn Over (Fin-4)</del> <del>vi.Total Order Value of OPTCL work in Hand (if any) (Fin-5)</del>	Attach 4.Pdf
5	Scanned copies of Statutory Documents; a) HT/EHT License b) B Class / C Class Civil License c) IT PAN d) GST Registration Certificate e) IT return for last 3 years f) Labour License g) EPF Registration h) ESI Registration	Attach 5.pdf

	i) Certificate Of Incorporation	
6	Covering Letter of Bid Proposal Sheet (BPS) duly signed by the authorized signatory of the Bidder(s). Note: The enclosed Schedules specified in the BPS are in the .XLS format and Attachment (in.pdf), the same shall be keyed-in/ uploaded by the Bidder in the tender portal separately.	Attach 6.pdf
7	Commercial Deviation Schedule to be submitted as per the prescribed format duly signed. (Annexure-VII)	Attach 7.pdf
8	Technical Deviation Schedule to be submitted as per the prescribed format duly signed and uploaded ( Annexure-VI)	Attach 8.pdf
9	Self-declaration Form as per the format (Annexure-V)	Attach 9.pdf
10	Fraud Prevention Declaration as per the format (Annexure-IV)	Attach 10.pdf
11	Affidavit of Bidder (Annexure-VIII)	Attach 11.pdf
12	Any Other relevant documents < As per requirement of the tender>	Attach 12.pdf
13	Reverse Auction Process Compliance Form(Annexure-X)	Attach 13.pdf

**B. Schedules (XLS format) in the e-Tender Portal of OPTCL :**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Schedules in XLS format</b>
1	Bidders information	Schedule-I
2	Acceptance of Important Condition of the Contract	Schedule-II
3	Check List	Schedule-III
4	Table- Tech-I	Schedule-IV
5	Table- FIN No 1, 2, 3, 4 & 5	Schedule-V
6	Components of Price & Price Bid Proposal	Price Bid

<b>SCHEDULE-I in XLS Format</b>		
<b>BIDDER'S INFORMATION SHEET</b>		
ODISHA POWER TRANSMISSION CORPORATION LIMITED		
NOTICE INVITING TENDER-NIT NO	.....	
TENDER SPECIFICATION NO.	.....	
NAME OF THE WORK		
NAME OF THE BIDDER		
THE BIDDERS ARE REQUIRED TO FURNISH THE FOLLOWING DETAILS AS PER THE FORMAT GIVEN BELOW WHICH IS A MANDATORY REQUIREMENT FOR EVALUATION OF BIDS.		
Sl.No.	DETAILS	TO BE FILLED IN BY THE BIDDER
1	BIDDER'S NAME	
2	BIDDER'S SITE NAME (Name of the BUSINESS PLACE)	
3	ADDRESS	
4	CITY	
5	STATE	
6	COUNTRY	
7	PIN CODE	
8	PHONE NO.	
9	FAX NO.	
10	GST REGISTRATION NO.	
11	PAN NO.	
12	CONTACT PERSON'S NAME	
13	POSITION / DEPARTMENT OF CONTACT PERSON	
14	CONTACT PERSON'S E MAIL ID	
15	CONTACT PERSON'S PHONE NO. AND MOBILE NO.	
16	CONTACT PERSON'S FAX NO.	
17	DETAIL ADDRESS OF JOINT VENTURE/CONSORTIUM PARTNERS (IF ANY), WITH ALL THE ABOVE INFORMATION.	
18	BANK A/C PARTICULARS OF THE BIDDER FOR EFT PAYMENT	

**SCHEDULE-II in XLS Format**

<b>ACCEPTANCE OF IMPORTANT CONDITIONS</b>		
1	With reference to bid proposal being submitted to OPTCL against NOTICE INVITING TENDER-NIT NO. .... TENDER SPECIFICATION NO-.....Package/Works –....., we hereby confirm that we have read the provisions of the following clauses and that notwithstanding anything stated elsewhere to the contrary, we agree that the stipulations of these clauses are acceptable to us except those declared as “not agreed”.	
	<b>NAME OF THE BIDDER</b>	
	Bid Proposal Ref. No. .... Dated...	
	Bidder’s Address:	
Sl. No	Terms & Conditions	<b>Declaration (Indicate Agreed / Not Agreed)</b>
(1)	Bid Security (EMD) / DD/BG/Documentary evidence of e-payment as applicable towards Tender Paper Cost, and Proof of Deposit of Tender Processing Fees.	
(2)	Contract Performance Bank Guarantee	
(3)	Price Reduction Schedule	
(4)	Price Basis	
(5)	Terms of Payments	
(6)	Bid Validity Period	
(7)	Performance Guarantee	
(8)	Work Completion Period	
(9)	Execution of Contract Agreement	
(10)	We hereby undertake to agree to all other terms and conditions of the tender for the purpose of consideration of our bid.	
Note:	Any deviation to the above clauses at Sl. No. (1) through (10) found anywhere in our bid proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to OPTCL.	



**SCHEDULE-III in XLS Format****CHECK LIST****(ATTACHMENT TO BID PROPOSAL SHEET AND KEYED-IN SCHEDULES)**

<b>ODISHA POWER TRANSMISSION CORPORATION LIMITED (OPTCL)</b>			
<b>NAME OF THE BIDDER</b>			
<b>Bid Proposal No. / Date</b>			
The following attachments(files in PDF format) and schedules in .XLS are attached to bid proposal sheet and Keyed –In (Mandatory)			
<b>Sl. No.</b>	<b>Description</b>	<b>File name</b>	<b>(Indicate YES / NO)</b>
1	Bid Security (EMD) and documentary proof of payment of Tender paper cost <b>(as per Tender Schedule)</b> & Tender Processing Fees through e-payment mode.	Attach 1.pdf	
2	Power of Attorney /notarized copy for signing the bid document.	Attach 2.pdf	
3	Following documents/Credential in support of meeting Technical QR requirement: i. Work Orders / LOA for similar nature of work ii. Performance Certificate / Completion certificate in respect of the work orders furnished as above.	Attach 3.pdf	
4	Scanned copy of Documents/credential in support of meeting the Financial QR: i. Audited Annual Accounts for last 05(five) years. ii. MAAT Schedule (Fin-1) iii. Liquid Assets and Un-Utilised Credit Facility Schedule (Fin-2) iv. Net Worth Schedule (Fin-3) <del>v. Bidder's Bid Capacity Schedule (Highest Project related Annual Turn Over (Fin-4)</del> vi. <del>vi. Total Order Value of OPTCL work in Hand (if any) (Fin-5)</del>	Attach 4.Pdf	
5	Scanned copies of Statutory Documents; i. Certificate of Incorporation. ii. IT PAN. iii. IT Return of last three years. iv. GST Registration Certificate. v. EPF Registration Certificate vi. ESI Registration certificate vii. HT/EHT License viii. B Class / C Class Civil License ix. Labour License	Attach 5.pdf	
6	Covering Letter of Bid Proposal Sheet (BPS) duly signed by the authorized signatory of the Bidder(s). <b>Note: The enclosed Schedules specified in the BPS are in the .XLS format, the same shall be keyed-in by the Bidder and documents in .pdf</b>	Attach 6.pdf	

	<b>uploaded as an attachment in the tender portal separately.</b>		
7	Commercial Deviations Schedule to be submitted as per the prescribed format duly signed. (Annexure-VII)	Attach 7.pdf	
8	Technical Deviation Schedule to be submitted as per the prescribed format duly signed and uploaded ( Annexure-VI)	Attach 8.pdf	
9	Self-declaration / Under taking for Black listing and debarring action as per the format (Annexure-V)	Attach 9.pdf	
10	Fraud Prevention Declaration as per the format (Annexure-IV)	Attach 10.pdf	
11	Affidavit of Bidder (Annexure-VIII)	Attach 11.pdf	
12	Any Other relevant documents	Attach 12.pdf	
13	Reverse Auction Process Compliance Form(Annexure-X)	Attach 13.pdf	
14	Bidders information	Schedule-I	
15	Acceptance of Important Condition of the Contract	Schedule-II	
16	Check List	Schedule-III	
17	Table- Tech-I	Schedule-IV	
18	Table- FIN No 1, 2, 3 , <del>4 &amp; 5</del>	Schedule-V	
19	Components of Price & Price Bid Proposal	Price Bid	

**SCHEDULE-IV & V in XLS Format**

<b>ODISHA POWER TRANSMISSION CORPORATION LIMITED (ODISHA)</b>			
PACKAGE NO: ..... - “Construction of .....			
REF- NOTICE INVITING TENDER-NIT NO. ....-Package – .....			
<b>(Qualifying Requirement Data Applicable for Bidders Seeking Qualification under Section-ITB of Bid Documents)</b>			
To ODISHA Power Transmission Corporation Ltd. Bhubaneswar. Dear Sir, Name of the Work ..... & against the work to satisfy the requirements of Section-ITB, we confirm that we meet the qualifying requirement specified in Bidding Documents. The details of which are given below:			
<b>NAME OF THE BIDDER</b>			
<b>Bid Proposal No. / Dated</b>			
S1 No	Description	Bidder’s response	(Indicate the .pdf file(s) and Schedules to be referred)
<b>A. Technical Qualification:</b>		<b>YES/NO</b>	
1	<b>Work Experience as per format (TECH-1)</b> Note: Please indicate Name of Client, Address, Phone No., Fax No. and e-mail address, Date of issue of LOA/ work order, Date of Completion/commissioning. Performance certificate for satisfactory operation by the client.		<b>Schedules</b>
2	<b>Documentary evidence pertaining to the Work Experience as mentioned in format (TECH-1)</b>		<b>Attachment</b>
<b>B. Financial qualification:</b>			
1	<b>Financial Qualifying Criteria as per format (Fin-1, Fin-2 and Fin-3)</b> Note: Please fill up the schedules.		<b>Schedules</b>
2	<b>Documentary evidence pertaining to above Financial Qualifying Criteria as mentioned in the format (Fin-1, Fin-2 , Fin-3 , <del>Fin-4 &amp; Fin-5</del>)</b>		<b>Attachment</b>
<b>C. STATUTORY DOCUMENTS REQUIRMENT QUALIFICATION</b>			
1	All the statutory documents required under the ITB of the Tender shall be scanned and upload as an attachment to qualify the bid		<b>Attachment</b>
NOTE: 1) Bidder has to strictly follow the above schedules uploaded in .XLS format of the e-Tender Portal of OPTCL to establish their qualifying requirement along with the attachments. 3) Besides, the Bidder are also required to key-in the schedules in .XLS formats separately in respect of GTP- Schedule-VI, Component of Price – Schedule VIIA, VIIB, VIIC., Summary of Price Proposal-Schedule-VIII, which are uploaded in the Official e-Tender Portal of OPTCL for consideration of their bid proposal.(Please refer Section-II of Volume-II on GTP and Section-II of Volume –III on Price Proposal of the bid documents).			

**SECTION: V****ANNEXURES****CONTENTS**

<b>ANNEXURE</b>	<b>DESCRIPTION</b>
I	Proforma of Bank Guarantee for Contract Performance(CPBG)
II	Proforma of Contract Agreement
III	Proforma for evidence of availability of credit facilities
IV	Proforma of Acceptance of Fraud Prevention Policy
V	Proforma of Self declaration - Black Listing/debarring Action
VI	Proforma for Technical Deviation Sheet
VII	Proforma for Commercial Deviation Sheet
VIII	Proforma for Affidavit of the Bidder
IX	Proforma for Declaration for BID Security / Earnest Money Deposit (EMD)
X	Proforma for Reverse Auction Process Compliance Form
XI	Proforma of Bank Guarantee for Bid Security (EMD)

**ANNEXURE –I**

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE (CPBG)**

**(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) / Work order No..... Dated..... for the purpose of ..... work ..... (herein after called “the Agreement”) to M/s/Shri ..... , Address..... (herein after called the “Contractor”) for “----- Name of the work-----”under the above LoA / work order and whereas OPTCL has agreed (1) to exempt demand of security deposit under the terms and conditions of the LOA / Work order (2) to release payment of the cost of the Contract Price to the Contractor on furnishing by the Contractor to OPTCL a Contract Performance Bank Guarantee (CPBG) of **the value of 10% of the Contract Price** of the said Agreement.

1. Now therefore, in accordance with the terms and conditions of LOA No. / Work order \_\_\_\_\_ 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 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.:

Name of the Contractor.: .....

BG No & Date :.....

Amount (In Rs.):.....

Validity up to :.....

LOA No.....

Package No.....

Name, Address & Code of Issuing Bank:.....

Name, Address & Code of Bhubaneswar Branch of the Issuing Bank:.....

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

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----

Note:

- 1. Contractor shall furnish single CPBG for the contract of work.**
- 2. Strikeout the portion which are not required.**
- 3. In case a Contractor is a Joint Venture/Consortium, The CPBG shall be submitted by the Lead Partner mentioning the Name & Address of the Lead Partner & Other Partner.**



## **ANNEXURE-II**

### **PROFORMA OF CONTRACT AGREEMENT (To be executed on non-judicial stamp paper)**

#### **CONTRACT AGREEMENT**

**Agreement No.** .....

THIS **CONTRACT** Agreement No. .... (the **CONTRACT**) is made on the ..... Day of ....., between, The **Odisha Power Transmission Corporation Limited, Janapath, Bhubaneswar – 751022** (hereinafter called “**OPTCL**” & also referred to as “**OPTCL**” which expression shall include its successor, administrator and assigns) of one part and **M/s. ....** (hereinafter called “the Contractor”) of the other part.

Whereas **OPTCL** desires the contractor to execute the contract, for Supply, Erection, Installation, Testing & Commissioning and associated civil works of ..... (Scope of Package/ Works) as per “**Bid No (e-NIT)**”....., and Tender document for **Work .....**” and has accepted the bid of the Contractor for the execution of this contract a for **sum of RS. ..../- (RUPEES ..... ONLY)** (hereinafter called “**the contract price**”).

#### **NOW THE AGREEMENT WITNESSTH AS FOLLOWS:-**

- 1.0 In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender document referred to above.
- 2.0 The following documents shall be deemed to form and be read and construed as part of this agreement,
  - 2.1 e-NIT, Pre-bid Amendment/errata/corrigendum/ addendum etc., if any, e-tender Document (ITB, General Conditions of Contract, Annexures, Schedules, BPS etc.).
  - 2.2 Scope of Works and Specifications of the equipment as per Volume-II.
  - 2.3 Accepted Technical Bid.
  - 2.4 Accepted Price Bid.
  - 2.5 Letter of Award No. .... including BOQ & Price Schedule.
  - 2.6 Any letters of clarifications issued by **OPTCL** prior to the Award of Contract except to the extent of repugnancy.
  - 2.7 All the materials, literature, guaranteed data and information of any sort given by the Contractor along with his bid, subject to the approval of **OPTCL**.
  - 2.8 Any agreed variations of the conditions of the documents and General conditions of Contract.
  - 2.9 Contract Agreement.

2.10 Revise BOQ based on the Survey Report & Price Schedule.

- 3.0 In Consideration of the payments to be made by OPTCL to the contractor as hereinafter mentioned, the contractor here by covenants with OPTCL to execute the contract and to remedy the defects there in, in conformity & in all respects as per the provision of the tender specification & instructions given from time to time by OPTCL.
- 4.0 The OPTCL here by covenants to pay the contract price RS. -----/- (RUPEES ----- ONLY) to the contractor, in consideration of the performance, execution of the contract and the remedying of defects there in, the contract price or such other sum as may become payable under the provisions of the contract in the manner prescribed by the contract.
- 5.0 The Terms and procedure of payment according to which OPTCL will reimburse the contractor as per the Tender Specification No. "....., and Payment Clause ”
- 6.0 CPBG No: \_\_\_\_\_ for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) issued by \_\_\_\_\_(bank name and address) and valid up to \_\_\_\_\_ submitted for the aforesaid contract.
- 7.0 Price Schedule:

Sl No	Description	BASIC PRICE (Taxable Value) In Rs	CGST @9% plus OGST@9% or IGST@18% in Rs.	TOTAL PRICE in Rs.
1				
2				
3				
4				

**Total Contract Price R/O: Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only.**

- 8.0 The Time of completion shall be <\_ (\_\_\_\_\_)> months from the date of issue of the LOA against the **Work Order No**". .....
- 9.0 This agreement shall be subject to jurisdiction of the Hon“ble High Court of Odisha and Courts at Bhubaneswar to the exclusion of all other Courts.

IN WITNESS whereof, the parties hereto, caused this agreement to be duly executed at Bhubaneswar, Dist : Khurdha, Odisha in accordance with the prevailing laws on the day and year first above written.

For & on behalf of the Contractor:

For & on behalf of OPTCL

M/s.  
(Empowered officer)  
(Power of Attorney holder)

Tender Issuing Authority,  
**ED, Southern Zone, Berhampur**

**In the Presence of**

1. Witness – 1  
(Name & Address)

1. Witness – 1  
(Name & Address )

2. Witness – 2  
(Name & Address)

2. Witness – 2  
(Name & Address)

**ANNEXURE-III****PROFORMA FOR BANK BALANCE, FIXED DEPOSITS AND AVAILABILITY OF CREDIT FACILITIES****BANK CERTIFICATE**

This is to certify that M/s. .... (Full Name & Address), who are submitting their bid to **OPTCL** against their Tender Specification vide Ref. No.....& Date .....is our Customer for the past..... Years.

Their financial transactions with our Bank have been satisfactory. Their Current A/c Balance & Fixed Deposit Balance as on <Date> <Month> <Year> is also indicated below:

SL.NO.	TYPE OF ACCOUNT(CURRENT/ FD/RD/ANY OTHER)	ACCOUNT NUMBER	BALANCE as on Dt..... (Rs. in )

They enjoy the following fund based and non-fund based limits (Cash Credit, Bank Guarantees, L/C and other credit facilities) with us against which the extent of utilization as on <Date> <Month> <Year> is also indicated below:

SL.NO.	TYPE OF FACILITY	SANCTIONED LIMIT AS ON DATE	UTILISATION AS ON DATE	AVAILABLE AS ON DATE (Rs. in )

This letter is issued at the request of M/s .....

Sd/-

Name of Bank.....

Name of Authorised Signatory .....

Designation .....

Phone No. ....

Address .....

SEAL OF THE BANK.

N.B. : To be issued by the Issuing Bank in their Letter Head.

**ANNEXURE – IV**

**PROFORMA OF ACCEPTANCE OF FRAUD PREVENTION POLICY**

Name of Package/Works:

E-NIT Ref. No:

To

Executive Director, Southern Zone,  
ODISHA Power Transmission Corporation Ltd.  
Berhampur.

Ladies and / or Gentleman,

We have read the contents of the Fraud Prevention Policy of OPTCL displayed on its tender website <http://www.optcl.co.in> and undertake that we along with our associates / collaborator / Vendor/sub-vendors/ consultants / service providers shall strictly abide by the provisions of the fraud prevention policy of OPTCL.

Yours Faithfully,

Date:

Place:

(Signature) .....  
Printed Name) .....  
(Designation) .....  
(Common Seal) .....

This form shall be duly filled-up, signed by the bidder & uploaded as an attachment.

## **ANNEXURE – V**

### **PROFORMA OF SELF DECLARATION- BLACK LISTING/ DEBARRING ACTION**

(To be filled in non-judicial stamp paper of worth Rs.100/- and to be Notarized)

Name of the Bidder: -----

e-Tender Notice No: -----

Sir,

1. I/We, the undersigned do hereby declare that, I/We have never failed to perform satisfactorily in any work of OPTCL/ Govt. Of Odisha /Central Govt./ in any Govt. funded Project during last three financial years (and the current financial year) and / or I/We **do not have any litigation with OPTCL** and we do not stand currently debarred/blacklisted by any of the Electricity Transmission Utility / Generation Utility /OPTCL / Govt. Of Odisha/ Central Govt. of India.
2. Further, I/We, the undersigned do hereby declare that, I/We have not been declared as Insolvent or referred to National Company Law Tribunal (NCLT) under the Insolvency and Bankruptcy Code (IBC), 2016.
3. In the event, any information is found out contrary to the above either during the finalisation of the tender or during the execution of the contract, My/Our bid / contract shall be liable for rejection / cancellation / termination without any notice with forfeiture of EMD/CPBG at the sole discretion of OPTCL.

Yours faithfully,

Place-

Date-

Signature of the bidder

With seal

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

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

**ANNEXURE – VI**

**TECHNICAL DEVIATION SHEET**

**Bidder’s Name & Address**

To

Executive Director, Southern Zone,  
ODISHA Power Transmission Corporation Ltd.  
Berhampur.

Ref.:

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

**Sub: Technical Deviation Sheet.**

Dear Sirs,

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

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

**Note:**

1. Continuation sheets, of like size and format, may be used as per Bidder’s requirements and annexed to this Schedule.
2. The deviations, if any, shall be brought out separately for each of the equipment/Materials/works
3. Deviations mentioned other than the above shall constitute Nil/No deviation.

Date:

(Signature) .....

Place:

(Printed Name) .....

(Designation) .....

(Common Seal) .....

(This form shall be duly filled-up, signed by the bidder & uploaded as an attachment)

**ANNEXURE – VII**

**COMMERCIAL DEVIATION SHEET**

**Bidder’s Name & Address**

To

Executive Director, Southern Zone,  
ODISHA Power Transmission Corporation Ltd.  
Berhampur.

Ref.:

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

**Sub: Commercial Deviation Sheet.**

Dear Sirs,

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

Sl. No.	Tender Clause Reference	Page Ref. No.	Commercial Deviation, if any

Date:

**(Signature of the Bidder)**

Place:

( Printed Name) .....

(Designation) .....

(Common Seal) .....

Note:

1)Deviations, if any, mentioned elsewhere shall constitute Nil/No deviation.

(This form shall be duly filled-up, signed by the bidder & uploaded as an attachment as a token of acceptance towards the NIL/NO deviation to the Commercial Terms and Conditions)



**ANNEXURE – VIII**

**AFFIDAVIT OF BIDDER**

BEFORE Sri/ , Notary, At-.....

**Affidavit**

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 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 THEREFORE, 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:

That I am competent and have been duly authorized by the Bidder M/s..... to swear this affidavit on its behalf.

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.

That in the event any document and information as furnished by the Bidder in response to the said Tender No of OPTCL is found/ considered by OPTCL at any time as to be not correct/ wrong, OPTCL shall be competent and at liberty without any show cause to the Bidder to terminate its contract/ agreement With the Bidder, if any.

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.

That the affirmation made herein above is/are correct and true and nothing Stated herein is false. Identified by

**DEPONENT**

**ADVOCATE**

## **Annexure-IX**

### **DECLARATION FORM FOR BID SECURITY (EMD)**

To

The Executive Director,  
Southern Zone, OPTCL, Berhampur

Sub:- Tender Specification No \_\_\_\_\_

Sir,

1. ~~Having examined the above specification together with terms & conditions referred to therein \* I/We the undersigned hereby offer to complete the work 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 guarantee the technical particulars given in the Tender supported with necessary reports from concerned authorities.~~
3. ~~\* I/We certify to have submitted the bid electronically 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,~~
4. ~~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 ORISSA POWER TRANSMISSION CORPORATION LTD., and for the sum as applicable to \*me/us as per clause of this specification within 15 days of issue of letter of award/work order failing which \*I/We clearly understand that the said letter of award/Work order will be liable to be withdrawn by the purchaser.~~

#### **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 Bidder with seal of the company

{This form should be dully filled up by the Bidder and uploaded at the time of submission of tender.}

\_\_\_\_\_

\* (Strikeout whichever is not applicable)

## **Annexure-X**

### **(Reverse Auction Process Compliance Form)**

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

To,

Executive Director, Southern Zone,  
Odisha Power Transmission Corporation Ltd.  
Berhampur.

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.

## Annexure-XI

### PROFORMA OF BANK GUARANTEE FOR BID SECURITY (EMD)

(To be stamped in accordance with Stamp Act and the Non-Judicial Stamp Paper of appropriate value should be in the name of Issuing Bank)

Ref No: .....  
Bank Guarantee No. ....  
Date:.....  
BG Amount:.....  
Validity Period:.....

This Guarantee Bond is executed this..... day of ..... by us the..... Bank at ..... , P.O..... , Dist....., State..... and Code No.....

Whereas the ODISHA POWER TRANSMISSION CORPORATION Limited, Janpath, Bhubaneswar, a company constituted under the Companies Act-1956 (hereinafter called OPTCL) has invited Tender vide e-NIT No..... Dated..... for the purpose of ..... work under Package(s) No...../ purchase of ----- .

1. Now, therefore, in accordance with Notice Inviting Tender (e-NIT) No..... Dated ..... of OPTCL, Ms/Shri.....Address..... Wish / wishes to participate in the said tender and as a Bank Guarantee for the sum of Rs..... [ Rupees in **words**----- ] valid for a period of .....days is required to be submitted by the bidder, as per Tender Specification, we the \_\_\_\_\_ ) [indicate the name, Address & Code of the bank] [hereinafter referred to as “Bank”] at the request of Ms/Shri..... [hereinafter referred to as “Bidder”] do hereby unequivocally and unconditionally guarantee and undertake to pay during the above said period on written request by the <Tender Issuing Authority, EXECUTIVE DIRECTOR, SOUTHERN ZONE, BERHAMPUR, ODISHA POWER TRANSMISSION CORPORATION Ltd. , an amount not exceeding Rs..... to OPTCL., without any reservation. The guarantee would remain valid up to ..... [Date] and if any further extension to this is required, the same will be extended on receiving instruction from ----- on whose behalf this Bank Guarantee has been issued.
2. We, the \_\_\_\_\_ [indicate the name of the Bank, Address, Code] do hereby further undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from OPTCL. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees in words.....)
3. We undertake to pay to OPTCL any money so demanded not withstanding any dispute or disputes so raised by the bidder in any suit or proceeding instituted/pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us

under this bond shall be a valid discharge of our liability for payment thereunder and the bidder shall have no claim against us for making such payment.

4. We, the \_\_\_\_\_ Bank further agree that the guarantee herein contained shall remain in full force and effect during the aforesaid period of \_\_\_\_\_ days [in words]..... (as per Tender Specification) and it shall continue to be so enforceable till all the dues of OPTCL under or by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till OPTCL certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said bidder and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us or our Branch Office at Berhampur <Mention Name, Address & Code of the Branch Office at Berhampur of Issuing Bank> in writing on or before \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.

5. We the \_\_\_\_\_ Bank further agree with OPTCL that OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by OPTCL against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Bid and we shall not be relieved from our liability by reason of any such variation, postponement or extension granted to the Bidder or for any forbearance, act or omission on the part of OPTCL or any indulgence by OPTCL to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6 This guarantee will not be discharged due to the change in the name, style and constitution of the Bank and/or of the Bidder.

7 We \_\_\_\_\_ [indicate the name of Bank, Address &Code] lastly undertake not to revoke this guarantee during its currency except with the previous consent of OPTCL in writing.

8. We, the \_\_\_\_\_ Bank (Name, Address & Code) further agree that this guarantee shall also be invokable at our place of business at ----- Branch of **Berhampur** (indicate Name, Address & Code of the Branch at Berhampur) 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 Berhampur <Mention Name, Address & Code.....> shall be liable to pay guaranteed amount or any part thereof under this guarantee only if you serve upon us at----- -- Branch of Bhubaneswar a written claim or demand on or before .....,

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

Dated, the \_\_\_\_\_ Day of \_\_\_\_\_

For \_\_\_\_\_ [Indicate name of Bank]

Signature .....  
Full name .....  
Designation .....  
Power of Attorney No. ....  
Date.....  
Seal of the Bank.....

**WITNESS: (SIGNATURE WITH NAME AND ADDRESS)**

(1)  
Signature .....  
Full name .....  
(2)  
Signature .....  
Full name .....

**N.B.:**

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

**Format for SFMS details**  
**(The Unique Identifier for field 7037 is "OPTCL541405793")**

Sl. No	PARTICULARS	TYPE	DETAILS
1	Type of Bank Guarantee	Mandatory	EMD
2	Currency &	Mandatory	

	Amount		
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	Mandatory	

	receiver information		
14	Purpose of Guarantee	Mandatory	EMD
15	Reference/Description of the underlined tender/contract	Mandatory	NIT No