



ଓଡିଶା ବିଦ୍ୟୁତ୍ ଶକ୍ତି ସଂଚାରଣ ନିଗମ ଲି.ଟି.
ODISHA POWER TRANSMISSION CORPORATION LIMITED
(A Govt. Of Odisha Undertaking)
Regd. Office, Janpath, Bhubaneswar -751022
Telephone: (0674) 2540051 (EPABX), Website: www.optcl.co.in
CIN: U4102OR2004SGC007553

SECTION - III

BID DATA SHEETS
(BDS)

BID DATA SHEETS (BDS)

The following specific data for the Facilities to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

A. General

Sl. No	ITB Clause Ref. No.	Bid Data Details															
1	ITB 1.1	<p>The number of the Invitation for Bids is: Tender Notice No. CPC-45/2023-24 & Tender Specification No. SGM-CPC-e-Tender-220 KV Mundamba-45/2023-24 Name of the Project: Engineering, Supply, Erection, Testing and Commissioning of 2x40 MVA, 220/33KV Grid Sub-station with SAS at MUNDAMBA and associated 220 KV LILO Transmission line from existing 220KV Atri-Narendrapur DC line(Ckt-II) to proposed 220/33KV Sub-station at Mundamba, Khurda (Approx Line Length = 8KM) on EPC contract basis..</p> <p>The Owner is- ODISHA POWER TRANSMISSION CORPORATION LIMITED, (A Govt. Of Odisha Undertaking), Regd. Office, Janpath, Bhubaneswar - 751022 Telephone: (0674) 2540051 (EPABX), Website: www.optcl.co.in CIN: U4102OR2004SGC007553</p> <p>Tendering Office: O/O Chief General Manager, Central Procurement Cell, Odisha Power Transmission Corporation Ltd, JANPATH, Bhubaneswar-751022 (e-mail ID: sgm.cpc@optcl.co.in)</p>															
2	ITB 1.1	For the purpose of execution of the contract, the contractual activities shall be performed by the Contractor (the agency appointed by the Owner). On completion of execution and commissioning, the 'Facilities' are to be handed over to the Owner for operation.															
3	ITB 2.1	<p>Contractors who are executing contract(s) or has executed contract(s) in the past for the Employer and any of the following event(s) have been encountered during contract(s) execution, shall not be eligible to bid for the package(s) whose originally scheduled date of bid opening falls within the specified period reckoned from the date of determination by the Employer of such event as below:</p> <table border="1"> <thead> <tr> <th>Sl. No.</th><th>Event</th><th>Period for which bid(s) shall be considered as non-responsive/ not eligible</th></tr> </thead> <tbody> <tr> <td>1</td><td>Termination of the contract due to contractor's default</td><td>1 Year</td></tr> <tr> <td>2</td><td>Encashment of CPG due to non-performance</td><td>1 Year</td></tr> <tr> <td>3</td><td>Repeated failure of major Equipment while in service</td><td>1 Year</td></tr> <tr> <td>4</td><td>Firm has been referred to NCLT under</td><td>Till the firm comes</td></tr> </tbody> </table>	Sl. No.	Event	Period for which bid(s) shall be considered as non-responsive/ not eligible	1	Termination of the contract due to contractor's default	1 Year	2	Encashment of CPG due to non-performance	1 Year	3	Repeated failure of major Equipment while in service	1 Year	4	Firm has been referred to NCLT under	Till the firm comes
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		<div> <div>Insolvency & Bankruptcy Code (IRP has been appointed or Liquidation proceedings have been initiated under IBC)</div> <div>out of Resolution process</div> </div> <p>The Employer shall be the sole judge in this regard and the Employer's interpretation on the aforesaid event(s) shall be final and binding.</p>
4	ITB 5.1	<p>Sl. no. 18 of Section-VI, ITB 5.1 as per following:</p> <p>18. Form of Safety Plan to be submitted by the Contractor within thirty days of award of contract.</p>
5	ITB 5.1	<p>Insert the following after Sl. No. 19</p> <p>20. Form of Joint Deed of Undertaking by the Collaborator/ Parent/ Principal Company of Subsidiary Company/ JV Company/ Group Company along with the Bidder/ manufacturer. [as stipulated in Annexure-A (BDS)]</p> <p>22. Form of Joint Deed of Undertaking by the GIS Manufacturer along with the Bidder/Contractor [as stipulated in Annexure-A (BDS)]</p> <p>23. For contract performance guarantee for GIS refer Cl. No. 1.2.3 Qualifications for SF6 Gas Insulated Switchgear (d)-III of Annexure-A (Qualifying requirement).</p>
6	ITB clause 5.4	<p>Supplementing ITB clause 5.4 with the following:</p> <p>The non-refundable fee towards the cost of Bidding Documents (payable to OPTCL) shall be Rs. 29,500.00</p> <p>&</p> <p>The nonrefundable fee towards the cost of tender processing fees (payable to K.S.E.D.C. Ltd, Bengaluru, shall be Rs. 5,900.00</p>
7	ITB clause 6.0	<p>Supplementing ITB clause 6.0 with the following:</p> <p>Interested bidders have to necessarily register themselves on the portal, www.tenderwizard.com/OPTCL to participate in the bidding. The registration fees amounting to INR 2000/- + 18% GST (2360/-) only & shall remain valid for two years. The payment shall be through e-payment in favour of KSEDC Ltd payable at Bangalore.</p>
8	ITB 6.1	<p>Address of the Employer:</p> <p>Chief General Manager, Central Procurement Cell, Odisha Power Transmission Corporation Ltd, JANPATH, Bhubaneswar-751022 (e-mail ID: sgm.cpc@optcl.co.in)</p>
9	ITB 6.1	<p>Replace line 7 to 11 of para 6.1 as below:</p> <p>The Employer will respond through the portal http://www.tenderwizard.com/OPTCL to any request for clarification or modification of the Bidding Documents that it receives no later than Fifteen (15) days prior to the original deadline for submission of bids prescribed by the Employer.</p>
10	ITB 6.4	<p>Supplementing ITB clause 6.4 with the following:</p> <p>OPTCL may or may not ask for a pre-bid meeting. In case a pre-bid meeting is conducted, the Prospective bidders are invited to attend the pre-bid meeting as per below:</p> <p>Date: 22.03.2024 & Time 11.30 Hrs; Venue: Conference Hall of Central Procurement Cell, OPTCL, Janpath, Bhubaneswar-751022.</p> <p>The participants are advised to furnish the queries in hard & soft copy to OPTCL for necessary action prior to the pre-bid meeting.</p>

11	ITB clause 9.1 (b) (vii)	<p>Supplementing ITB clause 9.1 (b) (vii) with the following:</p> <p>a) Bidders shall also submit Joint Deed of Undertaking by the Collaborator/ Parent/Principal Company of Subsidiary Company/ JV Company/ Group Company along with the Bidder/ Manufacturer, duly signed and stamped on each page in original, if applicable as per Annexure-A (BDS), in the Format given in Section – VI: Sample Forms and Procedures.</p> <p>b) Bidders shall also submit Joint Deed of Undertaking by the Indian GIS Manufacturer along with the Bidder/ Contractor, duly signed and stamped on each page in original, if applicable as per Annexure-A (BDS), in the Format given in Section – VI: Sample Forms and Procedures.</p>
12	ITB 9.3	<p>Supplementing ITB clause 9.3 with the following:</p> <p>Bidder is required to provide complete and precise information in the bid along with supporting documentary evidences, as applicable. The bidder should attach separate sheet(s) in case space provided is not sufficient.</p> <p>Incomplete, partially complete, not clearly filled bid giving incorrect information is liable to be rejected.</p> <p>Where the answer is a statement of fact it must be accurate and supported by documentary evidence wherever required. It is the bidder's responsibility to respond with such clarity that will ensure OPTCL not to misinterpret the bid.</p>
13	ITB 9.3 (c)	<p>Supplement ITB clause 9.3 (c) with the following:</p> <p>In case of Joint Venture bid, submission of Hard Copy in 'Original' of the JV Agreement and POA for JV.</p>
14	ITB 9.3 (m)	<p>Supplementing ITB clause 9.3(m) with the following:</p> <p>Integrity Pact must be submitted in physical form at the address given at ITB 16.2 (a) on or before 11.30 Hrs. on 10.04.2024 (Tender Opening date).</p>
15	ITB 9.3(q)	<p>Replace ITB 9.3(q) with the following:</p> <p>Attachment 16: Additional Information (uploading of Scanned Copy, as applicable)</p> <p>(i) Certificate from their Banker(s) (as per prescribed formats in Form 16, Section-VI: Sample Forms and Procedures) indicating various fund based/non-fund-based limits sanctioned to the Bidder and the extent of utilization as on date. Such certificate should have been issued not earlier than one month prior to the date of bid opening. Wherever necessary the Employer may make queries with the Bidder's Bankers.</p> <p>(ii) Detailed information regarding previous transgressions of Integrity Pact that occurred in the last 10 years with any other Public Sector Undertaking or Government Department or any other Company, in any State/ other country.</p> <p>(iii) Any other information which the Bidder intends to furnish.</p> <p>(iv) Bidder shall submit a monthly cash flow projection for execution of the contract having regard to implementation schedule. Bidder should indicate how funding gap in each month is proposed to be met.</p> <p>(v) To be qualified for award, bidders shall provide evidence satisfactory</p>

		<p>to the employer of their capability and adequacy of resources to carry out the contract effectively. Bids shall include the following information</p> <p>(a) The qualification and experience of key personnel proposed for carrying out the work.</p> <p>(b) Proposal for subcontracting elements of the supply of materials amounting to more than 10% of the Bid Price for each element;</p> <p>Scanned copy of above documents shall be uploaded (refer para 15.4 below).</p>
16	ITB 9.3(s)	<p>Supplementing Attachment 18: Safety Pact (submission of Hard Copy in 'Original') with the following. (Form is provided in Section - VI -Forms and Procedures) The required Safety Pact is Attachment 18- Safety Pact in the file Attachment (Vol-III_03-Attachment-18-SAFETY PACT). Bidders shall take print out in two copies discussed above and as explained in the Attachment 18- Safety Pact.</p>
17	ITB 13.1	<p>Supplementing Clause ITB 13.1 The amount of Bid Security (EMD) is INR 55,75,141.00</p>
18	ITB 13.2	<p>Supplementing Clause ITB 13.2 >The Bid Security shall be in favour of Odisha Power Transmission Corporation Limited payable at Bhubaneswar.</p> <p>>The Bid Security (in case of Bank Guarantee) shall initially be valid for a period of 240 (two hundred forty) days from the date of bid opening and shall be extended by the bidder if required.</p> <p>>In case of JV, the Bid Security (EMD Bank Guarantee) shall be in the name of Lead Partner.</p>
19	ITB 14.1	<p>Supplementing Clause ITB 14.1 Bids shall remain valid for the period of six (6) months (180 days) after the date of opening of Techno - Commercial Part i.e. First Envelope, prescribed by the Employer.</p>
20	ITB 15.1 (iii)(g)	<p>Supplementing ITB clause 15.1 (ii)(g) with the following:</p> <p>h) Bidders shall also submit Joint Deed of Undertaking by the collaborator/ Parent Company along with the bidder/ Manufacturer, duly signed and stamped on each page in original, if applicable as per Annexure-A (BDS), in the Format given in Section – VI : Sample Forms and Procedures.</p> <p>i) Bidders shall also submit Joint Deed of Undertaking by the Indian GIS Manufacturer along with the Bidder/ Contractor, duly signed and stamped on each page in original, if applicable as per Annexure-A (BDS), in the Form at given in Section – VI: Sample Forms and Procedures.</p>
21	ITB 16.2(a), ITB 16.2(b), ITB 17.1, and ITB 20.1	<p>(a) The deadline for submission of soft copy part of the bid is as under :Date: 09.04.2024 & Time: 13.00 hours. [Indian Standard Time (e-procurement server time)]. Bid submission timelines will be defined as per the e-Procurement server clock only.</p> <p>(b) The deadline for submission of Hard copy part of the bid is as under: Date : 10.04.2024 & Time: 11.30 hours (Indian Standard Time)</p>

		<p>(c) Address for submission of Hard copy of Documents; Address in Person or by Post: Chief General Manager, Central Procurement Cell, Odisha Power Transmission Corporation Ltd, JANPATH, Bhubaneswar-751022 (e-mail ID: sgm.cpc@optcl.co.in)</p> <p>(d) Address for Bid Opening: O/O Chief General Manager, Central Procurement Cell, Odisha Power Transmission Corporation Ltd, JANPATH, Bhubaneswar-751022 (e-mail ID: sgm.cpc@optcl.co.in)</p> <p>(e) Time and date for Bid Opening – First Envelope: Date: 10.04.2024 Time: 11.30 hours (Indian Standard Time)</p> <p>(i) Bid Title: Engineering, Supply, Erection, Testing and Commissioning of 2x40 MVA, 220/33KV Grid Sub-station with SAS at MUNDAMBA and associated 220 KV LILO Transmission line from existing 220KV Atri-Narendrapur DC line(Ckt-II) to proposed 220/33KV Sub-station at Mundamba, Khurda (Approx Line Length = 8KM) on EPC contract basis. & Specification No: SGM-CPC-e-Tender-220 KV Mundamba-45/2023-24 (insert Name of the Package & Specification No.) FIRST ENVELOPE (ii) Do not open before 11.30 hours (Indian Standard Time) on 10/04 /2024.</p>
22	ITB 17.1	<p>Supplementing ITB clause 17.1 with the following: Hard copy of Joint Deed of Undertaking, duly signed and stamped on each page in original, if applicable as per Annexure-A (BDS) of the Bidding Documents in the Formats given in Section – VI: Sample Forms and Procedures, must be received by the Employer at the address specified under ITB Sub-Clause 16.2 no later than the time and date stated in the BDS.</p>
23	ITB 19.2	<p>Replace the clause ITB 19.2 with the following: The Bidder's modifications shall be done and submitted as follows: (i) VOID (ii) Soft copy of the entire bid if any modification is there.</p>
24	ITB 20.3	<p>Supplementing ITB clause 20.3 with the following: On behalf of Employer, the Integrity Pact and Safety Pact will be signed by its representative within 30 days of Award of the contract.</p>
25	ITB 21.1	<p>Supplementing ITB clause 21.1 Time line for Clarification of Bids: Bidder shall reply within 2 working days from the date of issue of clarification.</p>
26	ITB 22.3.1	<p>Replace Clause ITB 22.3.1 with the following: Bids containing deviations from critical provisions relating to GCC Clauses 2.14 (Governing Law), 5 (Contractor's Responsibilities), 8 (Terms of Payment), 9.3 (Performance Security), 10 (Taxes and duties), 21.2 (Completion Time Guarantee), 22 (Defect Liability), 23 (Functional Guarantee), 25 (Patent Indemnity), 26 (Limitation of Liability), 38 (Settlement of Disputes), and Appendix 2 to the Form of Contract</p>

		Agreement (Price Adjustment) will be considered as non- responsive.									
27	ITB 23.2.1,23.2.2,	<p>Add new clauses 23.2.1, 23.2.2,</p> <p>23.2.1: Bid Capacity of a bidder:</p> <p>The bid capacity of the bidder shall be considered as 3T-B where T = Maximum value of Annual Turnover in any one financial year during the last 5 financial years reckoned from the year of IFB & B=Value of residual existing commitments of works* (as mentioned below) yet to be completed on Annualized basis, as on the 1st date of quarter of the financial year in which the bids are opened, which shall be evaluated by OPTCL based on the information furnished by the bidder as per the format FIN No. 4 & FIN No. 5.</p> <p>Works*: Transmission & Distribution (T&D) works (including substations, transmission lines, distribution for all verticals.</p> <p>(Example: If a contract awarded is to be completed within Two years, then the residual existing commitments of works shall be divided by two to arrive at the Annualized value, if there is no delay in execution of work beyond the original scheduled completion time. In case the execution of work is delayed beyond the original scheduled completion time, then the residual existing commitments of works shall be same as the remaining residual existing commitments of works to be executed.)</p> <p>Note: A statement in this regard for residual existing commitments of works should be submitted along with the Techno-commercial bid and should be signed by a Practicing Chartered Accountant.</p> <p>In case of Joint Venture bids, the requirements specified in the Qualification Requirement for the individual partner(s) shall be taken into account for the above purpose.</p> <p>Further, the balance requirement of MAAT and Bid Capacity of the package (s), specified to be met by the Joint Venture cumulatively shall be apportioned to each of the partners in the ratio of the specified requirements for individual partner(s), however, in case of shortfall, if any, the available AAT and Bid Capacity of any of the partners shall be taken into account.</p> <p>23.2.2 The Bidder shall note that if at any stage, they have been found to resort to unethical practices inter-alia including any misrepresentation of facts, submission of false and/ or forged details/ documents/ declaration as above, the bidder may be debarred from the participation in Employer's tenders for a period of 1 to 3 years, as considered appropriate and its Bid Security/ Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate.</p>									
28	ITB 24.1 (c)	<p>Supplementing ITB clause 24.1 (c) with the following:</p> <p>The Time for Completion shall be as under:</p> <table border="1"> <thead> <tr> <th>Sl. No.</th><th>Description</th><th>Duration in Months from the date of Letter of Award</th></tr> </thead> <tbody> <tr> <td></td><td>Taking Over by the Employer upon successful Completion of Package—45/2023-24</td><td></td></tr> <tr> <td>1</td><td>(i) (a) Establishment of MUNDAMBA----- Sub-station &</td><td>18 Months from the date of LOA</td></tr> </tbody> </table>	Sl. No.	Description	Duration in Months from the date of Letter of Award		Taking Over by the Employer upon successful Completion of Package—45/2023-24		1	(i) (a) Establishment of MUNDAMBA----- Sub-station &	18 Months from the date of LOA
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		Transmission Line	
29	ITB 27.4 (b)	Supplementing ITB clause ITB 27.4 (b) As per Sample Form and Procedures Appendix 8	
30	ITB 27.5 (b)	Supplementing ITB clause 27.5 (b) with the following: Bidder shall conform the guaranteed performance or efficiency of the Equipment, in response to the Technical Specifications. Equipment offered shall have a minimum (or a maximum, as the case may be) level of guarantees specified in the Technical Specifications to be considered responsive. Bids offering plant and equipment with guarantees less (or more) than the minimum (or maximum) specified shall be rejected.	
31	ITB 29	Replacing ITB clause 29 with following: 29. e-Reverse Auction (e-RA) 29.1 The Employer reserves the right to conduct e-Reverse Auction (e-RA) for further reduction in the price. In case e-RA is conducted, same shall be done in the manner as indicated at Annexure- B(BDS) . Further, Business Rules for e-Reverse Auction and a sample format for e-Reverse Auction Notice is enclosed at Annexure- C (BDS) . The designated electronic platform of Application Service Provider (hereinafter referred to as “ASP”) is “KEONICS- (Tenderwizard portal)	
32	ITB 31.4	Replace the existing provisions clause ITB 31.4 with the following: Award for the entire scope of work shall be placed on the lowest evaluated and qualified bidder who is found capable to perform the Contract in the event of award. The mode of contracting with the successful bidder will be as per stipulation outlined in GCC Sub-clause 2.1 and briefly indicated below:	
33	ITB 35.1	Replace the ITB Cl. 35.1 with the following: Within <i>thirty (30)</i> days after receipt of the Letter of Award, the successful Bidder shall furnish the performance security as below: (i) Performance Security for an amount equivalent to ten percent (10%) of the Contract Price with a validity up to ninety (90) days beyond the Defect Liability Period for said project [refer GCC Sub-clause 22.2(i)] in shape of Bank Guarantee. (ii) Separate Performance security for an amount equivalent to ten percent (10 %) of the taxable price for Transformers (Power, Auto, ICT), Reactor, Control & Protection system (CRP), Sub-station Automation System, HV & EHV Cable, & GIS equipment with a validity up to ninety days (90) beyond defect liability period i.e., 4 (Four) years beyond the defect liability period for the project [refer GCC Sub-clause 22.2(i)] in shape of Bank Guarantee/Insurance Bond. Ref: As per the Form provided in Section VI, Sample Forms and Procedures , of the Bidding Documents. The performance security of a joint venture shall be in the name of the Lead Partner.	
34	-	Note- At the time of submission of the bid, Bidders are required to make sure that: 1. The First Envelope excel with file named “First Envelope and Bid Forms” must be uploaded along with the bid. 2. The Second Envelope excel with file named “Price schedule” must be uploaded along with the bid.	

		As per the provisions of the portal, it is mandatory to upload aforesaid excel files with name as indicated above (Bidders may refer user manuals at the portal “ http://www.tenderwizard.com/OPTCL ” regarding submission of bid).
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----- End of Section-III (BDS) -----