



# ORISSA POWER TRANSMISSION CORPORATION LTD.

JANPATH, BHUBANESWAR-751 022, ODISHA, INDIA

To,

M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated ...../...../2011

**SUB: Issuing of Bidding Documents for Design, Engineering, Supply, Erection, Testing & Commissioning of Substation along with transmission Lines & associated system on turnkey basis at Karodagadia in the state of Orissa.**

**Our Ref. : Our NIT : DCB No. : NESCL/OPTCL/CS-OS-619**

**Ref.: Your Letter No. \_\_\_\_\_ **Dated** \_\_\_\_\_**

Dear Sir,

With ref. to above, we acknowledge receipt of **Rs...../-** vide DD No. \_\_\_\_\_ dated \_\_\_\_\_ towards cost of bidding documents for NIT number mentioned above. We are pleased to forward you a set of bidding documents as request vide your above letter.

Sl. No.	Package No.	Bidding Document No.	Cost towards bidding document (INR) received
1	619-01	NESCL/OPTCL/CS-OS-619-01	
<b>TOTAL</b>			

**A.** The following Bid Documents are enclosed for reference of Bidders:-

**1. Common Document:**

- a) Instructions to Bidders–Section-INB (Vol.-I).
- b) General Conditions of Contract–Section-GCC (Vol-IA).
- c) Erection Conditions of Contract-Section-ECC (Vol.-I A).
- d) Special Conditions of Contract (Vol.-IA).
- e) Technical Specifications & General Technical Conditions (Vol.-II).

**2. Package Specific Document**

- a) Technical Data Sheets (Vol.-II A).
- b) Bid Proposal sheet and Price Schedules (Vol.-IB).

- B.** The Bidder is requested to go through the Bid documents carefully before preparation of the Bid proposal. Please fill in the blank space and confirm the details as per “Bid Proposal Sheets (Vol.-IB)”. The Bids must be submitted in **four copies**, clearly marking each “**Original Bid**” and “**Copy of Bid**” with complete specification of quoted materials, technical literature/catalogues and Bid Guarantee etc. in line with the instruction given in bidding document

**Address for submission of Bids:**

**Orissa Power Transmission Corporation Ltd  
Kind Atten: DGM (C&M) NESCL  
Multi storied Building ,1<sup>st</sup> floor  
Janpath  
Bhubaneswar-7510185**

**Phone No. : 0120-2410892; 0120- 2410689**

**Fax No. : 0120- 2410907**

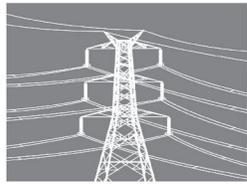
- C.** Bid shall be submitted in single stage **two separate sealed envelopes**. (for detail refer Instruction to Bidder -INV)
- D.** The bids not conforming to the Bidding Documents, Instructions to Bidders, Specifications or incomplete in any respect are liable to be rejected.
- E.** **The Bids received after due date and time of opening (for any reason whatsoever) will be rejected. The Bid not containing requisite BID GUARANTEE will be rejected.**
- F.** The issuance of bidding Documents to any Bidder shall not construe that such Bidder is considered qualified automatically.
- G.** These standard documents are not transferable.
- H.** **One copy of this letter is to be return to this office as acknowledgement of receipt of the Tender Documents and one copy should be enclosed along with the Bid.**

Thanking you,

Yours faithfully  
**For Orissa Power Transmission Corporation Ltd.**

**DY. GEN. MANAGER (C&M) NESCL**

Encl.: As above



**OPTCL**

Lifeline of Orissa

# ORISSA POWER TRANSMISSION CORPORATION LTD.

Janpath, Bhubaneswar -751 022, Odisha, India

**एनटीपीसी  
NTPC**

इलेक्ट्रिक सप्लाय  
**Electric Supply**

## NOTICE INVITING TENDER

**NIT NO: NESCL/OPTCL/CS-OS-619**

**Date : 16.03.2011**

### (DOMESTIC COMPETITIVE BIDDING)

**Orissa Power Transmission Corporation Limited (OPTCL)** invites sealed bids under single stage two-bid system from competent agencies for following Works in the state of Orissa, where in **NTPC Electric Supply Company Ltd** has been retained by OPTCL for Pre Award Contract Management Services.

Package No.	Description	Last date & time of receipt of Bid (Part-I & Part-II)	Date & time of opening of Techno Commercial Bid (Part-I)
619-01	Design, Engineering, Supply, Erection, Testing & Commissioning of <b>220/132/33 kV</b> Sub-Station, transmission Lines & associated system on turnkey basis in <b>Karodagadia</b> . (Bidding Document No. <b>NESCL/OPTCL/CS-OS-619-01</b> )	<b>20/04/2011</b> Upto <b>11.00 Hrs (IST)</b>	<b>20/04/2011</b> at <b>11.30 Hrs (IST)</b>

Bid documents for above packages shall be on sale from **16.03.2011** to **18.04.2011 (9.30 am to 5.30 pm)**. For detailed NIT & Downloading Bidding Document Visit OPTCL Website <http://www.optcl.co.in>. **Contact Person:** DGM (C&M), NESCL Noida, Telephone No.: +91-120-2410689 Extn: 7407, Fax: +91-120-241 0907

**CONSERVE WATER - SAVE LIFE**



**INVITATION FOR BIDS (INV) FOR SUPPLY & INSTALATION OF SUB  
STATION AND TRANSMISSION LINE AT VARIOUS LOCATION FOR  
M/S ORISSA POWER TRANSMISSION CORPORATTION LIMITED,  
BHUBANEWAR (INDIA)**

**(DOMESTIC COMPETITIVE BIDDING)**

**ORISSA POWER TRANSMISSION CORPORATION LIMITED (OPTCL),** BHUBANESWAR proposes for construction of Sub station, Transmission Lines and its associated system within the state of Orissa. The proposed work is being built, in line with norms, specification and standards prescribed by OPTCL and to be handed over to OPTCL for operation, ultimate control and maintenance.

1.0 M/s NTPC Electric Supply Company Limited (NESCL), Noida has been retained by OPTCL for Pre Award Contract Management Services of the Project. OPTCL invites sealed Bids, in single stage two envelope bidding (Part-I: Techno - Commercial Part and Part-II: Price Part) for Supply and installation of Sub Station & Transmission Lines in the state of Orissa to be executed on {Lumpsum Turnkey (LSTK)} Contract basis, from the competent Agencies meeting the qualifying requirements as stated in Para 5.0 below.

The execution of the project shall be funded by OPTCL and all eligible payments for the execution of the project under the intended contract shall be made by the OPTCL under suitable contract arrangement with contractor. The ownership of the project shall remain vested with OPTCL.

**2.0 BRIEF SCOPE OF WORK AND SUPPLY EXCLUDING POWER TRANSFORMERS ,SCADA AND PLCC (INDOOR ONLY) EQUIPMENT (RTV)**

- i) Detailed design
- ii) Providing engineering data and drawings, as per specified format, for employer's review, approval and records.
- iii) Complete Manufacturing including Type, Acceptance & Routine testing, as specified.

- iv) Packing and transportation from the manufacturer's works to the site including transit insurance & customs clearance/ port clearance (if required), port handling, clearance for imported goods and further loading (if applicable) "As delivered at site basis".
- v) Receipt, Unloading, Storage, Insurance and Preservation of Sub station & Transmission Line material & accessories at site.
- vi)
  - (a) Construction of Sub-Station , Residential accommodation and installation of equipments (including all civil works)
  - (b) Transmission Line route survey of entire stretch ,Settlement of all issues related to Right of Way and laying of Line (including all civil works)
  - (c) Testing and Commissioning of Sub Station, Transmission Line & accessories.
  - (d) Handing over of the completed system to the Owner
  - (e) Satisfactory conclusion of the Contract.

3.0 The aforesaid scope of work is only indicative. The detailed scope is described in the Bidding Documents, which are available for inspection & sale, at the address mentioned at para 17.0, as per details schedule given below:

Sl. No.	Details	Package: 619-01
1.	Bid Documents No	NESCL/OPTCL/CS-OS-619-01
2.	Last date & time for submission of Bids	Date-20/04 /2011 Time up to 11.00 am (IST)
3.	Due date & time of Techno Commercial Bid Opening	Date 20/04 /2011 Time on 11.30 pm (IST)
4.	Cost of the bidding documents	Rs.10,400
5.	Bid Security	Rs. 1,12, 00,000/-

**3.1 Inspection & Sale of Bidding Documents of above packages:**

**From: 16/03/2011 to 18/04/2011 between 9.30 am to 5.30 pm on all working days (IST).**

**3.2 Date and time of opening of Price Bids (Part-II) for above packages shall be informed to all the eligible bidders at a later date and the same shall be opened in the presence of the representatives of those bidders who choose to attend the Bid Opening.**

**3.3 Bidders are requested to visit the proposed Sites and get familiarized fully with the site conditions & requirement before submitting the bid.**

**3.4 The venue for Bid opening shall be at OPTCL office, Multi storied Building, 1 st floor, Janpath, Bhubaneswar.**

3.5 Cost of the bid document is inclusive of 4% VAT

**4.0 SALIENT TECHNICAL FEATURES OF PACKAGES:**

Package No	NAME OF THE SUB-STATION(S) & ASSOCIATED TRANSMISSION LINE(S)	Transformer Capacity (OPTCL's scope)	Bays			Line Length (In KM)	Type of Line
			220 KV	132 KV	33 KV		
619-01	Karadagadia:- CONSRUCTION OF 220/132/33 KV SUBSTATION (2x160MVA) and 2x20 MVA & ITS ASSOCIATED 220 KV LINE	2x160 MVA and 2x20 MVA	10	11	7	13	220 KV multi CKT Line (590 MT)

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

In addition to satisfactory fulfillment of General Qualifying Requirement stipulated in clause 2.0, Instruction to Bidder, Volume-I, the following shall also apply.

**5.1 Technical Criteria**

**For Package -619-01 Bidders are require to meet Para –A & B both**

**Para-[A] : 220 KV SUB-STATION:**

**5.1.1** The Bidder should have Designed, Constructed and Commissioned minimum **One (01)** Number 220 KV or higher voltage class sub-station having minimum 3 (three) Nos. Bays of 220 KV or higher voltage class on Turn-Key basis.

**OR**

**5.1.2** The Bidder should have Erected, Tested and Commissioned minimum **8 (eight) nos. of 220 KV** or higher voltage class Bays.

**OR**

**5.1.3** The Bidder should have Erected, Tested and Commissioned minimum **15 (fifteen) nos. 110 KV** or higher voltage class Bays.

The above works ( **5.1.1, 5.1.2 & 5.1.3** ) should have been completed during last **10 (ten) years** and should be in successful operation for a minimum period of **Two (02) years** reckoned from the date of opening of Techno-Commercial Bids

**Para- [B]: 220 KV TRANSMISSION LINE:**

**5.1.4** The bidder should have completed construction of Transmission line projects of **220 KV** or, higher class, involving supply of materials, tower foundations, erection, stringing, testing

and commissioning with a cumulative line length of not less than **50% (FIFTY PERCENT)** ( to be quantified against each package rounded off to the next whole No.) against each package and should have been completed during last **10 (Ten)** years and should be in successful operation for a minimum period of **Two (02)** years reckoned from the date of opening of Techno-Commercial Bids

**OR**

**5.1.5** The bidder should have completed construction of Transmission line projects of 220 KV or, higher, involving erection of Tower & Foundation, stringing, testing and commissioning with a cumulative line length of not less than **75% (SEVENTY-FIVE PERCENT)** ( to be quantified against each package rounded off to the next whole No.) indicated against each package and should have been completed during last **10 (ten)** years and should be in successful operation for a minimum period of **Two (02)** years reckoned from the date of opening of Techno-Commercial Bids.

**5.1.6** In addition to the above **(5.1.4) or (5.1.5)** the Bidder should have own tower manufacturing facility or should have access with Transmission line tower manufacturer for supply of tower Materials.

**5.1.7** The Bidder either should have expertise for the piling works or should have arrangement with an expert firm/contractor, who can take up the piling work as and when required and to that effect the Bidder has to give an undertaking from the firm/contractor along with all relevant document in support of experience and its capacity & capability an execution of piling work. ( Format of undertaking placed at Annexure-XXIV in Vol.-IA of bidding document).

## **5.2 JOINT VENTURE or CONSORTIUM'S**

- 1) The bidder who wishes to be qualified through JV or Consortium above shall associate himself with an agency with whom the technical qualifying requirements specified above are satisfying jointly, however both the partner should independently satisfy any one of the Technical criteria specified for Sub-station or, Transmission Line. In such case the bidder, proposing his associate, shall furnish a Joint Deed of Undertaking (Format enclosed as Appendix) along with the associates guarantee for quality and timely completion of package and confirming to furnish a performance guarantee to be shared equally amongst the bidder and the associate aggregating to 1% of the package cost. This is in addition to 10% contract performance guarantee to be submitted by the contractor on award of contract.
- 2) Maximum number of Partner in a JV or Consortium for a Package is limited to two (02) only. There shall be one lead partner and one other partner.

## **5.3 FINANCIAL CRITERIA**

- (a) The Minimum Average Annual Turnover (MAAT) of the bidder of best three years out of the last five financial years reckoned on the date of bid opening shall not be less than as specified at Table-I below for the

Package as per the audited financial results. Other income shall not be considered for arriving at annual turnover.

- (b) The un-utilised line of credit for fund based and non-fund based limits with cash and bank balance including fixed deposits of the bidder as on a date not earlier than **15 days** prior to the date of bid opening, duly certified by the Bankers shall not be less than as specified at **Table-I**. In case certificates from more than one bank are submitted, the certified unutilized limits shall be of the same date from all such banks. In case the bidder's unutilized line of credit for fund based and non-fund based limits specified at **Table-I** below is not sufficient, a comfort letter from one of the bankers specified in bidding documents for 'CPG' is to be submitted, unequivocally stating that in case the bidder is awarded the contract, the bank would enhance the Limits to a level not less than the specified amount, shall be acceptable

**Table-1**

<b>All values in INR</b>			
<b>SI No</b>	<b>Name of Package</b>	<b>MAAT</b>	<b>Un -Utilised Credit for Fund based and non-fund based</b>
<b>1</b>	PACKAGE No. 619-01	28 crores	19 crores

- (c) Net worth of bidder in the latest financial year, as per the audited financial results shall be positive, reckoned on the last day of the preceding financial year.
- (d) In case of a bid submitted by a JV or Consortium, all the partners shall be required to individually meet the net worth criteria.
- (e) Net Worth means the sum total of the paid –up share capital and free reserves. Free means all reserves credited out of profits and share premium account but does not include reserves credited out of the revaluation of assets, write back of depreciation provisions and amalgamation. Further, any debit balance or Profit & Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from Reserves & Surplus.

#### **5.4 Conditions for JV or consortium for fulfilling financial criteria of QR**

The bidder may also participate in a joint venture (JV) or consortium route provided the partner(s) of the JV meet the following minimum criteria:

- (i) The lead partner shall meet, not less than 50 % of the minimum criteria given at Para (a) and (b) of Financial Criteria. (Value of respective project tenders shall be as per Table 1).

- (ii) The other partner shall meet the criteria of 'not less than 25%' of the criteria as given at Para (a) and (b) of Financial Criteria above. Failure to comply with this requirement will result in rejection of the joint venture's or Consortium's bid.
- (iii) One of the partners shall be nominated as lead partner, and the lead partner shall be authorized to incur liabilities and receive instruction for and on behalf of any and all partner of the joint venture and the entire execution of the contract including receipt of payment shall be done exclusively through the lead partner. This authorization shall be evidenced by submitting a power of attorney and JV agreement signed by legally authorized signatories of both the partners as per Performa in section "Annexure-XII and XIII" of condition of contract (Vol-1A).
- (iv) Both partners of the joint ventures shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a copy of the agreement entered into by the joint venture partners, having such a provision shall be submitted with the bid. A statement to this effect shall be included in the authorization mentioned above as well as in the 'Bid form' and in the Contract Form.

6.0 The Bidder shall furnish following documents/details with the Bid in support of:

- Documentary evidence viz. copy of award letter, certificate of performance in support of satisfactory execution of works, undertaking from the Tower Manufacture regarding access for supply of tower materials, work experience certificate for the Piling Works/Undertaking from expert firm/contractor, who can take up the piling works with relevant documents in support of experience and its capacity & capability on execution of Piling works etc. in support of meeting the **Technical Criteria** of 'QR' as stipulated at 5.0 above Document submitted should be duly flagged/marked in the offer.
- All documents evidencing compliance to the Financial Criteria as stipulated above.
- Complete annual reports together with Audited statement of accounts of the company for last 5 years immediately preceding date of submission of bid.
- Detailed information on any litigation or arbitration arising out of the contract completed or under execution by it over the last five years. A consistent history of litigation against the Bidder may result in the rejection of Bid.
- In case of 'JV' or Consortium, the bidder and his partner shall furnish a 'Joint Deed of Undertaking ( Format of undertaking placed at Annexure-XIII in Vol.-IA of bidding document).
- In case where audited results for the last preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable
- A certificate from the banker 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 three months prior to the bid opening date ( Format of undertaking placed at Annexure-XI in Vol.-IA of bidding document)

- 7.0. The owner reserves the right not to consider the bid in case anything is found contradictory to the above QR.
- 8.0 In addition to above, the bidder is to submit documentary evidence viz. copy of award letter & proof of completion in support of similar works executed during last 10 (ten) years and satisfactory operation for minimum 02 (two) years as on the date of opening of Techno-Commercial bid opening.
- 9.0 NTPC Electric Supply Company Limited reserves the right to cancel / withdraw the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of NTPC Electric Supply Company limited consequently.
- 10.0 All bids must be accompanied by a bid security as specified in the bid documents and must be delivered to the address given below at the date and time given above.
- 11.0 Unsatisfactory performance of a bidder with respect to orders / jobs executed by them in the past in OPTCL, Orissa.

If the performance of any bidder is seen not satisfactory with respect to orders / jobs executed by them in the past in OPTCL, the bid from such bidder shall not be considered for evaluation. The decision as to the unsatisfactory performance of a bidder shall be taken by OPTCL and the same shall be final.

- 12.0 The successful Bidder will be required to furnish a Contract Performance Guarantee for **Ten (10%)** for the package.
- 13.0 Issuance of Bid Documents to any Bidder shall not construe that such bidder is considered to be qualified. Bids shall be submitted and opened at the address given below in the presence of bidder's representatives who choose to attend the bid opening.
- 14.0 Bid submitted by any Agency who is on holiday list of OPTCL/NESCL shall not be considered for opening and further evaluation. Similarly, in case any Bidder is put on holiday list of OPTCL/NESCL subsequent to submission of Bid during evaluation, then in such an eventuality, Bid of such Bidder shall also not be considered for further evaluation.
- 15.0 Bidder submitting their Bid shall not be under liquidation, court receivership or similar proceeding.
- 16.0 Bidders should ensure submission of complete information/ documentation in the first instance itself. Determination of Qualification may be concluded based on the details so furnished without seeking any subsequent additional information.

- 17.0 Non-transferable Bidding Document can be purchased by the Agencies from NESCL Room No. 221, R&D Building, Plot No. A-8A, Sector-24, Noida- 201301, (UP) **or** N-3/174, IRC Village Nayapalli, Bhubaneswar-7510185 (Orissa) on any working day (Monday to Friday except Holidays) between 0930 Hrs. (IST) to 1730 Hrs. (IST) during the sale period, on payment of non-refundable cost of the Bidding Document through a crossed demand draft drawn in favour of **D.D.O., OPTCL, payable at Janpath Bhubaneswar**. Agencies are required to collect the Bidding Document personally or through their authorized representatives. Request for sending the Bidding Document by post, courier or any other mode shall not be entertained.
- 18.0 **Bidding Document can also be downloaded from the web site of OPTCL (<http://www.optcl.co.in>)**. Agencies who have downloaded the Bidding Document from the OPTCL web site are required to pay the Cost of Bidding Document by Demand Draft at the time of submission of their Bid, failing which Bid of such Bidder shall not be considered for opening and further evaluation.
- 19.0 All Bids must be accompanied by Bid Security for an amount as mentioned in clause 3 above along with the Part -I of the Bid. Bids not accompanied by the requisite Bid Security, in a separate sealed cover or Bids accompanied by Bid Security of inadequate value shall not be entertained and in such cases bids shall be returned to the bidder without being opened.
- 20.0 Sealed Bids will be received in the **Orissa Power Transmission Corporation Limited, 1<sup>st</sup> floor, Multistoried Building at Bhubaneswar**. Techno-commercial part of the Bid shall be opened in the presence of authorized representatives of attending Bidders. Time and date of opening of Price- Bids shall be notified to the techno-commercially qualified and acceptable Bidders only at a later date.
- 21.0 Bids not received by the due date and time shall be rejected and representatives of such Bidders shall not be allowed to attend Bid opening.
- 22.0 OPTCL/NESCL will not be responsible for any costs or expenses incurred by the Bidder in connection with preparation or delivery of Bids, participating in discussions etc. including costs and expenses related with visits to the site.
- 23.0 OPTCL/NESCL shall allow purchase preference to Indian Central Government Public Sector Undertaking/ Enterprises if admissible under the existing policies of Government of India.
- 24.0 Telex/Telefax/Telegraphic/E-mail Bids shall not be accepted. OPTCL/NESCL takes no responsibility for delay, loss or non-receipt of Bid sent by post/ courier.

- 25.0 OPTCL/NESCL reserves the right to reject any or all Bids at their sole discretion without assigning any reason whatsoever.
- 26.0 Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
- 27.0 In the event of date specified for bid receipt and opening being declared as a closed holiday for NESCL / OPTCL. office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
- 28.0 Notwithstanding anything stated herein above, the owner reserves the right to assess the capacity and capability of the bidder, should the circumstances warrant such assessment in the overall interest of the owner. The owner reserves the right not to consider the bid in case anything is found contradictory to the above QR. This assessment shall inter-alia include.
- i) Document verification
  - ii) Bidders work/manufacturing facilities
  - iii) Manufacturing capacity (for 5.1), details of work executed, works in hand, anticipated in future in addition to the works involved in present bid
  - iv) Details of plant and machinery, manufacturing and testing facilities, manpower, and financial resources.
  - v) Details of quality systems in place
  - vi) Past experience and performance
  - vii) Customer feedback and Bankers feedback.
- 29.0 Clarifications, if any, can be obtained from DGM (C&M), NESCL, Room No 221, NTPC EOC, R&D Building, Sec-24 Noida, Telefax No. and Telephone Nos. are as follows:

Telefax No.: 0091-(120)-2410907 / 205. Telephone No.: 0091-(120) - 2410689 / 2597407.

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

## INSTRUCTIONS TO BIDDERS

### A. INTRODUCTION

#### 1.0 GENERAL INSTRUCTIONS

- 1.1 The NTPC Electric Supply Company Ltd. has been retained for pre award contract management services for the tenders of **Orissa Power Transmission Corporation Ltd. (OPTCL)** hereinafter called Pre Award Contract Management Consultant shall receive bids on behalf of OPTCL in respect of Project/Package erected/commissioned as set-forth in the accompanying specifications. All bids shall be prepared and submitted in accordance with these instructions.
- 1.2 The works referred herein shall cover the entire scope of the proposal which includes furnishing and erection of equipment including the successful completion of Performances and Guarantee Tests which the Owner desire to get executed.
- 1.3 This Tender is being issued by Owner, **Orissa Power Transmission Corporation Ltd.** The award of the contract shall be done by the **Orissa Power Transmission Corporation Ltd.** In view of this, **OPTCL** will make payment to the Contractor against this contract. Accordingly, NTPC Electric Supply Company Limited shall not be liable for any consequence arising out of non payment or delayed payment of bills to the Contractor.

#### 2.0 GENERAL QUALIFYING REQUIREMENTS OF BIDDERS

- 2.1 This bidding is open to any manufacturer or erector who provides satisfactory evidence concerning the following that he:
- a) is a qualified manufacturer or erector who regularly manufactures or installs the equipment of the type specified and has adequate technical knowledge and practical experience;
  - b) does not anticipate change in the ownership during the proposed period of work (if such a change is anticipated, the scope and effect thereof shall be defined);
  - c) has adequate financial stability and status to meet the financial obligation pursuant to the scope of the works (the Bidders should submit at least 5 copies of their profit and loss account and balance sheet for the last five years);
  - d) (i) For Manufacturer :  
has adequate plant and manufacturing capacity available to perform the works properly and expeditiously within the time period specified. The

## INSTRUCTIONS TO BIDDERS

evidence shall consist of written details of the installed manufacturing capacities and present commitments (excluding the work under this specification) of the Bidder or his principal. If the present commitments are such that the installed capacity results in inadequacy of the manufacturing capacities to meet the requirement of equipment corresponding to this bid, then the details of alternative arrangements to be organised by the Bidder for this purpose and which shall meet the Consultant's approval, shall also be furnished;

(ii) For Erector :

has adequate capacity for erection and installation to perform the works properly and expeditiously within the time period specified. The evidence shall consist of written details of the capacities and present commitments (excluding the work under this specification) of the Bidder or its principal. If the present commitments are such that may result in inadequacy to undertake the works corresponding to this bid (work under this specification), then the details of the alternative arrangements to be organised by the Bidder for this purpose and which shall meet the Consultant's approval, shall also be furnished;

- e) has adequate field services organisation to provide the necessary field erection and management services required to successfully erect, test and commission the equipment as required by the Specifications and Documents; and
- f) has established quality assurance systems and organisation designed to achieve high levels of equipment reliability, both during manufacturing and field installation activities.

2.1.1 Majority publicly owned enterprises domiciled in India may be eligible to qualify if, in addition to meeting all the qualifying requirements, they also :

- a) are commercially oriented legal entities distinct from NTPC Electric Supply Company Ltd., Orissa Power Transmission Corporation Ltd. and are not a government department;
- b) are financially autonomous, as demonstrated by requirements in their constitutions to provide separate audited accounts and return on capital, powers to raise loans and obtain revenues through the sale of goods or services; and

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- c) are managerially autonomous

### 2.2 Eligible Bidders for JV/Consortium

- 2.2.1 A Bidder may be a private entity or a government-owned entity or any combination of such entities in the form of a Joint Venture, or Consortium under an existing agreement or with the intent to enter into such an agreement supported by a Agreement.

In case of a Joint Venture or Consortium:

- a. all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and
- b. the JV/Consortium shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV/ Consortium during the bidding process and, in the event the JV/Consortium is awarded the Contract, during contrat execution.
- 2.2.2 A Bidder, and all partners of JV/Consortium constituting the Bidder, shall be majority publically owned enterprise domciled in India.
- 2.2.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one of more parties in this bidding process, if:
- a. they have a controlling partner in common; or
- b. they receive or have received any direct or indirect subsidy from any of them; or
- c. they have the same legal representative for purposes of this bid; or
- d. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the employer regarding this bidding process; or
- e. a Bidder submits more than one bid in this bidding process, either individually or as a partner in a joint venture. This will result in the disqualification of all such bids. However, this does not limit the participation of a Bidder as a subcontractor

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in another bid, or of a firm as a subcontractor in more than one bid; or

f. a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the equipments and installation Services that are the subject of the bid.

g. a Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer or the Borrower as Project Manager for the contract

2.3 In addition, the qualifying requirement stated in the accompanying 'Invitation to Bid' (INV) shall also apply.

2.4 The above stated requirements are a minimum and NTPC Electric Supply Company Ltd./OPTCL reserves the right to request for any additional information and also reserves the right to reject the Proposal of any Bidder, if in the opinion of NTPC Electric Supply Company Ltd./OPTCL, the qualification data is incomplete or the Bidder is found not qualified to satisfactorily perform the Contract.

### 3.0 COST OF BIDDING

3.1 The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including post-bid discussions, technical and other presentations etc., and NTPC Electric Supply Company Ltd./OPTCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## B. THE BIDDING DOCUMENTS

### 4.0 CONTENTS OF BIDDING DOCUMENT

4.1 The goods and services required, bidding procedures and Contract terms are prescribed in the Bidding Document.

The Bidding Document is a compilation of the following Sections:

#### **Common Document**

- a) Invitation to Bid-Section-INV (Vol.-I).
- b) Instructions to Bidders-Section-INB (Vol.-I).
- c) General Conditions of Contract-Section-GCC (Vol.-IA).
- d) Erection Conditions of Contract-Section-ECC (Vol.-IA).
- e) Special Conditions of Contract-Section-SCC (Vol.-IA).

## INSTRUCTIONS TO BIDDERS

f) Technical Specifications (Vol.-II).

### Package Specific Document

a) Bid Proposal Sheet and Price Schedules (Vol.-IB).

b) Technical Data Sheet (Vol.-IIA).

## 5.0 UNDERSTANDING OF BID DOCUMENTS

5.1 A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the 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 required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

## 6.0 CLARIFICATIONS ON BID DOCUMENTS

6.1 If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to NTPC Electric Supply Company Ltd. in triplicate. The NTPC Electric Supply Company Ltd., then, will issue interpretation(s) and clarification(s) as he may think fit in writing. After receipt of such interpretation(s) and clarification(s), the Bidder may submit his bid but within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the Bidding Document and shall accompany the Bidder's Proposal. A prospective Bidder requiring any clarification on Bidding Document may notify NTPC Electric Supply Company Ltd. in writing. NTPC Electric Supply Company Ltd. will respond in writing to any request for such clarification of the Bidding Document which it receives not later than fifteen (15) days prior to the deadline for submission of bids prescribed by NTPC Electric Supply Company Ltd. Written copies of NTPC Electric Supply Company Ltd.'s response (including an explanation of the query but without identifying its source) will be sent to all prospective Bidders who have received the Bidding Document.

6.2 Verbal clarification and information given by NTPC Electric Supply Company Ltd./ OPTCL or his employee(s) or his representative(s) shall not in any way be binding on NTPC Electric Supply Company Ltd.

## 7.0 AMENDMENT TO BIDDING DOCUMENT

<p>Construction of S/S and Transmission Line at Karodagadia of Orissa Bid Doc. No : NESCL/OPTCL/CS-619-01</p>	<p style="text-align: center;">BIDDING INSTRUCTIONS VOL-I COMMON DOCUMENT</p>	<p style="text-align: center;">SECTION INB</p>	<p style="text-align: right;">Page 5 of 30</p>
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## INSTRUCTIONS TO BIDDERS

- 7.1 At any time prior to the deadline for submission of bids, NTPC Electric Supply Company Ltd. may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment(s).
- 7.2 The amendment will be notified in writing or by Fax or e-mail to all prospective Bidders, which have received the Bidding Document at the address contained in the letter of request for issue of Bidding Document from the Bidders. NTPC Electric Supply Company Ltd. will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.
- 7.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, NTPC Electric Supply Company Ltd may, at its discretion, extend the deadline for the submission of bids by a maximum period of 15 days.
- 7.4 Such amendments, clarifications, etc., shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

### C. PREPARATION OF BIDS

#### 8.0 LANGUAGE OF BID

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

#### 9.0 LOCAL CONDITIONS

- 9.1 It will be imperative on each Bidder to fully inform himself of all local conditions and factors, which may have any effect on the execution of the Contract covered under these documents and specifications. NTPC Electric Supply Company Ltd./OPTCL shall not entertain any request for clarifications from the Bidders, regarding such local conditions.
- 9.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the Proposals. No claim for financial adjustment to the Contract, awarded under these specifications and documents, will be entertained by

## INSTRUCTIONS TO BIDDERS

NTPC Electric Supply Company Ltd. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Consultant, which are based on the lack of such clear information or its effect on the cost of the Works to the Bidder.

### 10.0 DOCUMENTS COMPRISING THE BID

10.1 The Bidder shall complete the Bid Form inclusive of Price Schedules, Technical Data Requirements etc. furnished in the Bidding Documents as detailed in Clause 4.0 above, indicating for the goods to be supplied and services to be rendered, a brief description of goods and services, quantity and prices.

10.2 The Bidder shall also submit documentary evidence to establish that the Bidder meets the Qualification Requirements as detailed in Clause 2.0 above and accompanying Special Conditions of Contract/INV.

10.3 The Bid Guarantee shall be furnished in a separate cover in accordance with Clause 22.0 of Section-INB.

### 11.0 SCOPE OF THE PROPOSAL

11.1 The scope of the Proposal shall be on the basis of a single Bidder's responsibility, completely covering all the equipment and their erection specified under the accompanying Technical Specifications. It will include the following:-

- a) detailed design of the equipment;
- b) complete manufacture including Type, Acceptance & Routine testing as specified
- c) providing Engineering drawing, data, operational manual, etc. for the Orissa Power Transmission Corporation Ltd.'s approval;
- d) packing and transportation from the manufacturer's works to the site; including transit insurance & custom clearance/port clearance(if required), port handling, clearance for imported goods and further loading (if applicable) "As delivered at site basis".
- e) receipt, Unloading, storage, storage cum erection insurance, preservation and conservation of equipments/materials at the site;
- f) Transmission Line Route survey of entire stretch, settlement of all issues related to right of way and laying of lines (including civil works)

## INSTRUCTIONS TO BIDDERS

- g) pre-assembly, if any, erection, testing and commissioning of all the equipments required for construction of Sub-station , residential accomodation and associated transmission lines(including all the civil works) and
- h) Testing and commisioning of Sub-station , Transmission Lines and Accessories.
- i) reliability tests, performance and guarantee tests on completion of commissioning.
- j) Handing over of the completed system to the owner.
- k) Satisfactory conclusion of the contract.

11.2 Bids containing deviations from provisions relating to the following clauses will be considered as non-responsive:

- a) **Bid Guarantee:** Clause 22.0, Section-INB, Volume-I.
- b) **Price Basis and Payments & Price Adjustment:** Clause 13 & 15, Section-INB, Bidding Instructions, Volume-I.
- c) **Contract Performance Guarantee:** Clause 41.0, Section-INB, Bidding Instructions, Volume-I.
- d) **Penalty for delay in completion:** Clause 14.0, Section-GCC, Conditions of Contract Volume-IA.
- e) **Guarantee:** Clause 15.0, Section-GCC, Conditions of Contract, Volume-IA.
- f) **Payment:** Clause 34.0, Section-GCC & Clause No 8 Section SCC Conditions of Contract, Volume-IA.
- g) **Settlement of Disputes:** Clause no 47 section GCC Conditions of Contract, Vol-IA.
- h) **Completion time:** Clause No 10 Section SCC, Conditions of Contract Vol-IA
- i) **Solving Right of way-Tree and Plant Compensation:** Clause 35.0 of SCC, Conditions of Contract, Vol-IA.

NTPC Electric Supply Company Ltd.'s determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

11.3 Bids not covering the above entire scope of Works shall be treated as incomplete and hence rejected.

11.4 Deviation on other conditions, if unavoidable, should be furnished as per Format for Exceptions / Deviations included in the Section titled Bid Proposal Sheet in the Bidding Document (Vol-IB). **OPTCL/NESCL shall not take cognizance of any deviation stipulated else where in the Bid.** If no deviations are to be stipulated, then the same shall be confirmed as per Bid Compliance Statement included in the Section titled Bid Proposal Sheet in the Bidding Document. In case Bidder stipulates deviations, and there are sufficient Bids without any deviation, Owner/ NESCL shall have the right to reject such Bid at its absolute discretion and without giving any opportunity to such Bidder to make good such deficiency.

## INSTRUCTIONS TO BIDDERS

### 12.0 BID PRICE

12.1 The Bidder shall quote in the appropriate schedule of Bid Form, lump-sum price for the entire scope of works (covered under the Bidding Document) and also the unit rates of the goods it proposes to supply under the Contract on a base price with price adjustment basis, unless otherwise specified in the Special Conditions of Contract.

12.2 The Bidder shall also furnish the price break-up in the appropriate schedules of Bid Form to indicate the following:

- i) Ex-works price of the equipment/materials (including tools and tackles etc.).
- ii) Charges for inland transportation and insurance for delivery of the equipment/materials upto their final destinations.
- iii) Lump-sum charges towards unloading, storage, insurance, erection (including insurance during construction period), testing & commissioning.
- iv) Sales Tax and any other statutory levies payable on the transactions between Orissa Power Transmission Corporation Ltd. and the Bidder.
- v) Any other charges as per the requirement of Special Conditions of Contract/ Technical Specifications.

### 13.0 PRICE BASIS AND PAYMENTS

13.1 The Bidders shall quote in their Proposals lump-sum price for the entire scope of works covered under the Technical Specifications as required in the Bid Proposal Sheets (for the purpose of payment only) on a base price plus escalation basis. Bidders quoting a system of pricing other than that specified shall be rejected. The items/equipment/materials/works (referred to as 'items' for the sake of brevity) generally required for completion of the scope of work as per the Technical Specifications (TS), Vol.-II & IIA of Bidding Documents, are described and given in Schedules of Items and Prices (Price Schedules) forming part of Bid Proposal Sheets (BPS), Vol.-IB of Bidding Documents. However, the brief descriptions shall not be construed to limit the scope of work, and the same shall be read in conjunction with corresponding sections of TS including.

13.2 Bidder shall indicate bid prices in Indian Rupees only.

13.3 Bidder shall furnish the details of Bank account in the prescribed format (Schedule of

## INSTRUCTIONS TO BIDDERS

EFT Form) at Bid Proposal Sheet (BPS) Vol-IB along with bid in order to facilitate the owner to release payment electronically through Electronic fund Transfer system if possible.

### 14.0 TAXES AND DUTIES

14.1 All custom duties, excise duties, Sales tax and other statutory levies applicable shall be as per clause no. 6 of Special Condition of Contract (Vol-IA).

### 15.0 PRICE ADJUSTMENT

15.1 Unless otherwise specified in the accompanying Special Conditions of Contract, the Bidder shall, in his Proposal, quote a base price, which will be subject to price adjustment on account of variations in the cost elements during the period of the Contract. The intent of the price adjustment provisions in the Bidding Documents is to provide reasonable protection to the parties to the Contract, but within the prescribed limits, against fluctuations of the cost of material, labour etc., during execution of the Contract and resulting in variation in the Contract price.

15.2 The components of the bid price, which are subject to price adjustment provisions and the formulae for such price adjustment are described in Clause 33.0, Section-GCC and clause 5.0 of SCC (Vol-IA).

15.3 The indices for price adjustment shall be clearly named in the Bidder's Proposal in which the Ex-factory price of the equipment/material and erection price for the equipment has been expressed in the bid. The indices shall be well established and nationally recognized; preferably only government indices shall be used. For the Indian field labour, the index applicable shall be the All India Consumer Price Index for Industrial Workers as published by the Labour Bureau of the Government of India. The Bidder shall enclose with his Proposal authenticated copies of the relevant published indices, which reflect the price as of thirty (30) days prior to the date set for opening of bids.

15.4 The Bidder shall not be permitted to change/suggest any modifications in the values of co-efficient or group of co-efficient indicated in the Bid.

15.5 Bids specifying price adjustment provisions other than those specified in these specifications and documents shall be rejected.

However, a bid submitted with fixed price quotation will not be rejected but the

## INSTRUCTIONS TO BIDDERS

price quoted will be treated as base price for the purpose of evaluation and no price variation will be allowed during the currency of the Contract.

15.6 The price adjustment provisions will not be taken into consideration for evaluation.

### 16.0 TIME SCHEDULE

16.1 The basic consideration and the essence of the Contract shall be strict adherence to the time schedule for performing the specified Works.

16.2 Orissa Power Transmission Corporation Ltd.'s requirement of completion schedule for the Works are mentioned in the accompanying Special Conditions of Contract.

16.3 The earlier completion schedule with respect to as stated in the Special Conditions of Contract shall not be the factors in consideration/evaluation of the bids. However, for earlier completion, incentive shall be applicable as per SCC.

16.4 NTPC Electric Supply Company Ltd. reserves the right to request for a change in the work schedule during pre-award technical discussions with successful Bidder.

16.5 The successful Bidder will be required to prepare detailed PERT network and finalise the same with Orissa Power Transmission Corporation Ltd. as per the requirement of Clause 12.0, Section-GCC (Vol-IA).

### 17.0 CONTRACT QUALITY ASSURANCE

17.1 The Bidder shall include in his Proposal the Quality Assurance Programme containing the overall quality management and procedures, which he proposes to follow in the performance of the Works during various phases as detailed in relevant clause of the General Technical Conditions.

17.2 At the time of Award of Contract, the detailed Quality Assurance Programme to be followed for the execution of the Contract will be mutually discussed and agreed to and such agreed Programme shall form a part of the Contract.

### 18.0 INSURANCE

The Bidder's insurance liabilities pertaining to the scope of Works are detailed out in Clauses titled 'Insurance' in General Terms and Conditions of Contract and in

## INSTRUCTIONS TO BIDDERS

Erection Conditions of this Volume-IA. Bidder's attention is specifically invited to these clauses. Bid price shall include all the cost in pursuance of fulfilling all the insurance liabilities under the Contract.

### 19.0 (A) MAINTENANCE TOOLS AND TACKLES

The Proposal shall include all special tools and tackles required for the operation and maintenance of the equipment in each equipment package. The Bidder shall indicate all the above items in the Proposal sheets in the form of a schedule given therein and the description and the quantity of each item. The lump sum price to be quoted by the Bidder shall include prices of these tools and tackles. These tools and tackles shall be delivered at site along with the last consignment of equipment and in no case earlier than this, unless otherwise specified in the Special Conditions of Contract and/or Technical Specifications, Volume-II.

### 19.0(B) SPARE PARTS

In cases where it is mandatory for the bidders to quote certain identified spare parts, the same are included in the accompanying Technical Specification. In such cases, itemised price break up of such spares on FOR Bidder's works basis (for the purpose of payment only) shall be indicated in the bid, The bidder shall further indicate item wise price break-up on FOR site basis. The prices shall be exclusive of sales tax, excise duty and other levies but inclusive of custom duty, stamp duty and import licence fee etc., if any. The prices of such spares shall not be subjected to price adjustment on any account whatsoever, and the same shall be suitably taken into consideration for the purpose of bid evaluation. The above prices shall not be included in the lump sum price, but indicated separately in the schedules.

19.1B The Bidder shall also quote his delivery periods for the above spares.

19.2B All spares shall be warranted to be new and in accordance with the Contract documents and be free from defects in design, material and workmanship for twelve months of operation, normal wear expected, or for a period of 18 months from the date of their receipt at site, whichever is later. In case of failure or non-conformance to specifications, the Contractor shall replace them free of cost to the consultant.

### 20.0 ERECTION TOOLS & TACKLES

The Bidder, under a separate schedule, in his Proposal shall include a list of all special equipment, tools & tackles etc. which he proposes to bring to site for the

## INSTRUCTIONS TO BIDDERS

purpose of erection, handling, testing and commissioning including performance & guarantee tests of the equipment. If any such equipment is listed anywhere else in the Proposal and not specially mentioned in the above schedule, it shall be deemed to have been included in the Bidder's proposed scope of supply.

### 21.0 BRAND NAMES

21.1 The specific reference in these specifications and documents to any material/equipment by brand name, make or catalogue number shall be construed as establishing standards of quality and performance and not as limiting competition. However, Bidders may offer other similar material/equipment provided they meet the specified standard, design and performance requirements. The Bidder shall furnish adequate technical information about such alternative material/equipment to enable NTPC Electric Supply Company Ltd. to determine its acceptability. NTPC Electric Supply Company Ltd. shall be the sole judge on the acceptability or otherwise of such alternative material/equipment.

21.2 The Bidder shall note that standards for workmanship, material and equipment and reference to brand names or catalogue numbers designated by NTPC Electric Supply Company Ltd./OPTCL in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand name and/or catalogue numbers in its bid, provided that it demonstrates to NTPC Electric Supply Company Ltd./OPTCL's satisfaction that the substitutions are substantially equivalent or superior to those designed in the Technical Specifications.

### 22.0 BID GUARANTEE

22.1 The Bidder shall furnish, as part of its bid, bid guarantee for an amount as specified in the accompanying Special Conditions of Contract. The bid guarantee shall be valid for a period of Nine (9) calendar months from the date of opening of bids.

22.2 The bid security is required to protect Owner against the risk of Bidder's conduct, which would warrant the guarantee forfeiture, pursuant to Clause 22.7. The bid guarantee shall be made payable to **Orissa Power Transmission Corporation Ltd.** without any condition whatsoever.

22.3 The bid guarantee shall be denominated in Indian Rupees only and shall be in one of the following forms:

- a) Crossed Bank draft/Pay order in favour of **Orissa Power Transmission Corporation Ltd.**, payable at **Bhubaneswar**, from any nationalized or

## INSTRUCTIONS TO BIDDERS

scheduled bank.

- b) An irrevocable Bank Guarantee issued by any bank as per **Annexure-XIV** to Volume-IA in favour of **Orissa Power Transmission Corporation Ltd.** Proforma for the Bank Guarantee is enclosed as **Annexure-I** to Volume-IA.

22.4 Any bid not secured in accordance with paras 22.1 and 22.3 above will be rejected by NTPC Electric Supply Company Ltd./OPTCL as non-responsive.

22.5 Unsuccessful Bidder's bid guarantee will be discharged/returned as promptly as possible but not later than 60 days after the expiration of the period of bid validity prescribed by NTPC Electric Supply Company Ltd./OPTCL

22.6 The successful Bidder's bid guarantee will be discharged upon the Bidder's executing the Contract and furnishing the Performance Guarantee pursuant to Clause 41.0.

22.7 The bid guarantee may be forfeited:

- a) If a Bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- b) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid; or
- c) If a Bidder does not accept the corrections to arithmetical errors identified during evaluation of his bid pursuant to Clause 33.2, Section-INB; or
- d) In case of a successful Bidder, if the Bidder fails to sign the Contract; or
- e) In case of a successful Bidder, if the Bidder fails to furnish the Performance Guarantee within 30 calendar days after the date of notice of award of contract, or fails to sign the contract agreement in accordance with GCC, the bid guarantee amount will be forfeited by the owner without any notice of proof of damages, etc.

22.8 The bid guarantee shall be submitted along with the bid in separate sealed envelope in one original and two copies. Any bid not accompanied by the required bid

## INSTRUCTIONS TO BIDDERS

security in accordance with provisions of this clause will be rejected and shall not be opened.

22.9 No interest shall be payable by NTPC Electric Supply Company Ltd./OPTCL on the above bid security.

22.10 A Bid Guarantee in a separate sealed cover, shall accompany the Bid in original and four copies of the original, separately for each package, for the amount indicated at Para-3 of INV, in a manner as set forth above.

22.11 Any Bid not accompanied by a Bid Guarantee as set forth in Clause 22.0, Section- INB, Vol.-I and herein above shall not be accepted and shall be returned without being opened. Bid security/guaranty exemption shall not be permissible on any account whatsoever may be.

22.12 In case the bid is submitted by a joint venture/Consortium if specified in the Qualifying Requirement, the Bid Guarantee shall be in the name of the Joint Venture/ Consortium covering all the partners of the Joint Venture/Consortium and not in the name of the Lead Partner or any partner(s) of the Joint Venture/Consortium alone.

### 23.0 **PERIOD OF VALIDITY OF BIDS**

23.1 Bids shall remain valid for 8 (Eight) calendar months after the date of bid opening prescribed by NTPC Electric Supply Company Ltd./OPTCL unless otherwise specified in the accompanying Special Conditions of Contract. A bid valid for a shorter period will be rejected as non-responsive.

23.2 In exceptional circumstances, NTPC Electric Supply Company Ltd./OPTCL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (including cable, telex, fax or email ). The bid security provided under Clause 22.0 shall also be extended by the same period as the extension in the validity of the Bid. A Bidder may refuse the request without forfeiting his bid security. A Bidder granting the request will not be required or permitted to modify its bid.

## D. SUBMISSION OF BIDS

### 24.0 **FORMAT OF BID**

24.1 The Bidder shall prepare **four copies** of the bid, clearly marking each

## INSTRUCTIONS TO BIDDERS

“**Original Bid**” and “**Copy of bid**”, as appropriate. In the event of any discrepancy between them, the original shall govern.

24.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter of authorization shall be indicated by written Power-of-Attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

24.3 The Bidders must submit the qualifying data in four copies, as required in this Instruction to Bidders in a separate envelope sealed and enclosed in the envelope submitting Proposals, super scribed as under:

**QUALIFYING DATA FOR THE SUPPLY AND ERECTION OF (PACKAGE-\_\_\_\_\_)**

**Sealed and enclosed in the envelope submitting the proposals. All proposals must be submitted in sealed envelope subscribed as under:**

(Name of the Package)  
(Specification Number)

24.4 The outside of the envelope should also indicate clearly the name of the bidder and his address. In addition, the left hand corner of the envelope or container should indicate the specification No. and the bid opening date and time.

24.5 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

24.6 The bids will be opened at the time and date set for opening of bids, in the presence of those bidders present. Bidder’s authorized representatives (up to two persons) may attend the bid opening.

24.7 **OPTCL/NESCL reserves the right to reject any bid which is not deposited according to the instructions stipulated.**

**24.8 One Bid per Bidder**

24.8.1 Bidder shall submit only one bid for each Package comprising Part-I & Part-II. A Bidder, who submits or participates in more than one Bid in a particular Package, will be disqualified.

## INSTRUCTIONS TO BIDDERS

24.8.2 NESCL/OPTCL shall conduct a pre bid discussion (if indicated in NIT) wherein any clarification with respect to the tender condition shall be deliberated before submission of the Bid.

### 24.9 Submission of bid in Two Seperate Envelopes:

24.9.1 Priced and unpriced copies of Bidders Quotation must be submitted in separately sealed envelopes in following two parts.

#### i) PART-I: TECHNO-COMMERCIAL BID ( UNPRICED)

- (a) This part shall contain technical and commercial ( Unpriced ) Bid . This envelope shall comprise the signed copy of Master Index along with documents enclosed, addendum (if any), One Original and 4 copies of the information listed for submission in Part-I under clause 26.1.2 below . All copies shall contain same information/documents as in original.

The envelope shall have following informaion clearly written on the outside of the enelope, failing which NESCL will assume no responsibility for the misplacement or premature opening of the Bid.

#### Part-I- Technical and Unpriced commercial Bid'

Name of Work: \_\_\_\_\_  
 BiddingDocument No. \_\_\_\_\_  
 Due Date & Time of Opening \_\_\_\_\_

From:

[Name&Address of bidder \_\_\_\_\_

To : OPTCL, Kind Attn : DGM (C&M), NESCL.

Address : Multi Storied Building, 1st Floor, Janpath Bhubaneswar

- (b) Original Bid Security/Bid Guarantee shall also be enclosed in this part in a separate envelope.

#### ii) PART - II- PRICED BID

- a) This part of the bid shall contain the Schedule-1, 2A, 2B, & 3 of BPS, Vol-I B, duly filled in all respects and other information specifically requested for submission along with a soft copy on CD.
- b) The envelope shall have the following information clearly written on outside of the envelope, failing which NESCL will assume no responsibility for the misplacement or premature opening of the Bid.

## INSTRUCTIONS TO BIDDERS

### Part II- Priced Bid

Name of Work: \_\_\_\_\_

Bidding Document No.: \_\_\_\_\_

From: [Name & Address of the Bidder]  
\_\_\_\_\_

To: OPTCL, Kind Attn : DGM (C&M), NESCL.

Address : Multi Storied Building, 1st Floor, Janpath Bhubaneswar

c) This part of Bid will be submitted in one original plus one copy.

### 25.0 SIGNATURE OF BIDS

25.1 The bid must contain the name, residence and place of business of the person or persons making the bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.

25.2 Bid by a partnership must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s).

25.3 Bids by Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such Corporation/Company in the matter.

25.4 A bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent' or other designation without disclosing his principal will be rejected.

25.5 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.

25.6 The Bidder's name stated on the Proposal shall be the exact legal name of the firm.

25.7 Bids not conforming to the above requirements of signing shall be disqualified.

### 26.0 SEALING AND MARKING OF BIDS

#### 26.1 Documents Comprising the Bid

26.1.1 Bidder is required to make a Bid/proposal in a format as outlined below in

## INSTRUCTIONS TO BIDDERS

order to achieve the objective of maintaining uniform proposal structure from all the Bidders:

- i) The Bid should be prepared by the Bidder and shall be submitted in two parts viz. PART-I & PART-II in separate sealed envelopes:
  - a) PART-I - Techno-commercial/ Un-priced Bid (To be submitted in on original + 4 copies marked “original” and “Copy”).
  - b) PART II - Price Bid in hard copies (in one Original + 4 Copy marked “original” and “Copy”) in a separate sealed envelope along with soft copy CD. In case of any discrepancies in “Original” and the “Copy”/Soft Copy, the prices quoted in “Original” Copy shall prevail.

26.1.2 Techno-commercial/ un-priced Bid (PART-I) will contain the following documents:

### **Master Index**

- i) Submission of Bid Proposal of BPS along with other Schedules.
- ii) Bid Security/ Guarantee as per clause 3 of INV (In a separate Envelope)
- iii) Power of Attorney in favour of signatory (ies) of the Bid.
- iv) All the schedules as per BPS of Vol-IB, however Schedule-1, 2A,2B, & 3, Blank copy (without price) duly signed and stamped mentioning against each item “QUOTED”, “NOT QUOTED” or “NOT APPLICABLE” as the case may be.
- v) Letter of undertaking as per Annexure-IV of Volume-1A.
- vi) Acceptance of terms & Condition as per Appendix-I, of Vol-IB.
- vii) Technical offer and Engineering details required as per Bidding Document.
- viii) Qualifying requirement data as per INV, Vol-I.
- ix) Submission of Declaration regarding PF.
- x) VAT/Sales Tax, Service Tax Registration Certificate.
- xi) Copies of Addendum/Amendment (s), if any, issued so far.
- xii) Copy of Electrical Licence issued by competent authority
- xiii) JV agreement with Appendix-I (to be incorporated suitable by the partners so that the above sharing of responsibility is specified by the partnes under this agreement) and Power of attorney in favor of lead partner by other partner if JV route is taken for qualifying.
- xiii) Declaration regarding ‘Anticipation in change in ownership of the company’.

## INSTRUCTIONS TO BIDDERS

- xiv) Any other information required in the Bidding Documents or considered relevant by the Bidder.
- xv) **Separate sealed envelope containing priced Schedule 1, 2A, 2B, 2C and 3 (Part-II).**
- 26.1.3 If any price is indicated in part-I (Unpriced Part) of the bid, such bids are liable for rejection.
- 26.1.4 PART-II (Priced Bid) of the Bid shall be submitted in a separately sealed envelope and shall consist of following and no stipulation, deviation, terms & conditions, presumption, bases etc. shall be stipulated in Priced Bid. NESCL shall not take cognizance of any such statement and may at their discretion reject such Priced Bid.
- i) Hard Copy of Schedule of Prices, duly filled in and completed in all respects and shall be signed & stamped on each page as per the instructions provided in various Schedules of prices (Schedule 1, 2A, 2B & 3).
- There shall not be any overwriting in Price Part of the Bid. If there are any corrections cutting or erasures in the Price bid, the same should be attested by the signatory of the bid, failing which such price bids liable to be rejected without any notice.
- 26.2 The Bidders shall seal the original and each copy of the bid in an inner and an outer envelope, duly marking the envelopes as “Original” and “Copy”.
- 26.3 The inner and outer envelopes shall be:
- a) Addressed to **Orissa Power Transmission Company Ltd. (Kind Attn : DGM (C&M), NESCL)** at the following address:  
**Multi Storied Building**  
**1st Floor, Janpath**  
**Bhubaneswar**
- b) Bear the name of package, the specification number, and the words **“DO NOT OPEN BEFORE .....**”
- 26.4 The inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened, in case it is declared “late” or “rejected”.
- 26.5 If the outer envelope is not sealed and marked as required at para 26.2 above,

## INSTRUCTIONS TO BIDDERS

NTPC Electric Supply Company Ltd. will assume no responsibility for the bid's misplacement or premature opening.

### 27.0 DEADLINE FOR SUBMISSION OF BIDS

27.1 The Bidders have the option of sending the bid by registered post or submitting the bid in person, so as to reach by the date and time indicated in the invitation to bid. Bids submitted by telex/telegram/fax will not be accepted. No request from any Bidder to collect the Proposals from airlines, cargo agents etc. shall be entertained.

27.2 Bids must be received by NTPC Electric Supply Company Ltd. at the address specified under para 26.2, not later than the time & date mentioned in the Invitation to Bid (INV).

27.3 NTPC Electric Supply Company Ltd. may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of NTPC Electric Supply Company Ltd. and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### 28.0 LATE BIDS

28.1 Any bid received by NTPC Electric Supply Company Ltd. after the time & date fixed or extended for submission of bids prescribed by NTPC Electric Supply Company Ltd., will be rejected and/or returned unopened to the Bidder.

### 29.0 MODIFICATION AND WITHDRAWAL OF BIDS

29.1 The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by NTPC Electric Supply Company Ltd. prior to the deadline prescribed for submission of bids.

29.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 26.0.

29.3 No bid may be modified subsequent to the deadline for submission of bids.

29.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the Bidder's forfeiture of its bid security.

## INSTRUCTIONS TO BIDDERS

### 30.0 INFORMATION REQUIRED WITH THE PROPOSAL

- 30.1 The bids must clearly indicate the name of the manufacturer, the type of model of each principal item of equipment proposed to be furnished and erected. The bid should also contain drawings and descriptive materials indicating general dimensions, materials from which the parts are manufactured, principles of operation, the extent of pre-assembly involved, major construction equipment proposed to be deployed, method of erection and the proposed erection organizational structure.
- 30.2 The above information shall be provided by the Bidder in the form of separate sheets, drawings, catalogues, etc. in five copies.
- 30.3 Any bid not containing sufficient descriptive material to describe accurately the equipment proposed may be treated as incomplete and hence rejected. Such descriptive materials and drawings submitted by the Bidder will be retained. Any major departure from these drawings and descriptive material submitted will not be permitted during the execution of the Contract without specific written permission of NTPC Electric Supply Company Ltd.
- 30.4 Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.
- 30.5 Standard catalogue pages and other documents of the Bidder may be used in the bid to provide additional information and data as deemed necessary by the Bidder.
- 30.6 The Bidder, along with his Proposal, shall submit a list of recommended erection equipment and materials which will be required for the purpose of erection of equipment and materials supplied under the Contract.
- 30.7 In case the 'Proposal' information contradicts specification requirements, the specification requirements will govern.

### E. BID OPENING AND EVALUATION

#### 31.0 OPENING OF TECHNO-COMMERCIAL PART OF BID

- 31.1 Part-I i.e. Technical and Unpriced Commercial Part shall be opened in the presence of Bidders' representatives (up to 2 persons) who choose to attend Bid Opening at the date and time for opening of bids in the Invitation to Bid or in case any extension has been given thereto, on the extended bid opening date and time notified

## INSTRUCTIONS TO BIDDERS

to all the Bidders who have purchased the Bidding Document. The Bidders' representatives, who are present, shall sign in a register evidencing their attendance. In the event of the specified date of bid opening being declared as holiday for the consultant, the bid shall be opened at the appointed time and location on next working day.

31.2 The Bidders' names, bid prices, modifications, bid withdrawals and the presence or absence of the requisite bid guarantee and such other details as NTPC Electric Supply Company Ltd/OPTCL at its discretion, may consider appropriate will be announced at the opening.

31.3 No electronic recording devices will be permitted during bid opening.

### 32.0 **Clarification & Additional Information and Techno-Commercial Discussions**

32.1 To assist in the examination, evaluation and comparison of bids NTPC Electric Supply Company Ltd./Owner may, at its discretion, ask the Bidder for a clarification, additional or outstanding documents of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Bidder shall submit all additional documents in one original and 4 copies.

32.2 Techno-commercial discussions with Bidder(s) shall be arranged, if needed. Bidder shall depute his authorized representative(s) for attending the discussions. The representative (s) attending the discussions shall produce authorization from his organization to attend the discussions and sign the minutes of meeting on behalf of his organization. The authorized representatives must be competent and empowered to settle all technical and commercial issues with the exception of Price implications, wherever applicable.

32.3 If, in spite of Techno commercial discussion or consequent responses to Technical Queries (TQ)/ Commercial Queries(CQ) issued to Bidders, any of the Bidders retains certain deviation, then list of acceptable deviations to Tender Document both Technical and Commercial shall be identified and an amendment incorporating the acceptable variations to the Bid provisions shall be prepared and issued to the Bidders, stating that no conditions, other than those covered in Amendment shall be acceptable and their Bid(s) shall not be considered further in case they do not confirm their unconditional acceptance to Tender Document. If Bidder fails to respond to clarifications / required information within the cut off period, their Bid shall be evaluated on the basis of available data and shall be liable to be rejected if the data available is not adequate to accept the bid.

## INSTRUCTIONS TO BIDDERS

### 33.0 EVALUATION OF TECHNO-COMMERCIAL BID

33.1 Prior to detailed Bid evaluation, the OPTCL/NESCL will determine the substantial responsiveness of each Bid with respect to the Pre Qualification Requirement & Bidding Documents. A substantially responsive Bid is one which conforms to the terms, conditions and specification of the Bidding Documents without material deviation. A material deviation is one which affects in any substantial way the scope, quality or performance of the works, or which limits in any substantial way, inconsistent with the Bidding Documents, the OWNER's rights or the Bidder's obligations as envisaged in the Bidding Documents, and the rectification of which deviation or reservation 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 the OPTCL/NESCL.

OPTCL/NESCL 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.

33.2 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.

#### 33.3 Opening of Price Part of Bid

Priced commercial part of only those Bidders, whose Bids are considered techno-commercially prima facie responsive shall be opened at a later date (The opening of the price bid shall not be construed that bidder is considered to be finally qualified and Owner/NESCL reserve their right to assess capacity and capability as stipulated in INV). **Price part of bids shall be opened in presence of authorized representative of the Bidder(s) who choose to attend the Bid Opening.**

#### 33.4 Evaluation of Price Bid

The Bid Price quoted by bidder shall be arrived in the following manner.

##### 33.4.1 Arithmetical Correction:

- (i) The price of all such items(s) against which bidder has not quoted rates/amount (viz. items left blank or against which '-' is indicated) in the schedule will be deemed to have been included in other item(s)/total quoted bid price.
- (ii) The Bidder should ensure that the unit prices furnished in various price schedules are consistent with each other. In case of any inconsistency in the prices furnished in the specified price schedules to be identified in Bid Form for this purpose, the Pre Award Management Consultant shall be entitled to consider the highest price for the purpose of evaluation and for the

## INSTRUCTIONS TO BIDDERS

purpose of award of the Contract use the lowest of the prices in these schedules. 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. If some discrepancies are found between the rate/ amount given in words and figures, the total amount shall be corrected as per the following procedure, which shall be binding upon the Bidder:

- (a) 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.
- (b) If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder does not accept the above correction of errors as above, his bid will be rejected and the amount of Bid Guarantee shall be forfeited

33.4.2 To arrive at the evaluated prices, loading / adjustment on total quoted prices for the entire scope of supplies/ works (including mandatory spares but excluding optional / recommended spares, if any), wherever applicable, shall be done as per following:

- i) The prices quoted by the Bidders who have retained the deviations to the terms and conditions, if any, which are otherwise considered acceptable and can be quantified shall be loaded.
- ii) The prices quoted by the Bidders who have retained the deviations, if any, which are otherwise considered unacceptable by the Owner and have quoted a “Cost of Withdrawal of Deviation”, shall be loaded by the amount quoted towards “Cost of Withdrawal of Deviation”.

33.4.3 Optional items shall not be considered for the purpose of arriving at the total cost unless specifically mentioned. However, in case the rates quoted by the selected Bidder for optional items are considered high, the same shall be negotiated.

33.4.4 Prices received in soft copies shall be used for Tabulation / Price Bid Comparison. In the event of any discrepancy between prices in soft copy & hard copy, the prices given in hard copy shall govern.

33.4.5 The bidder should submit all the details asked for with their bid in Part-I. However, Owner/ NESCL may give opportunity to the bidders to submit missing details or clarifications within the stipulated time. In case these are not submitted within stipulated time, offer of the bidder will be evaluated based on available details. The same shall be considered, if found adequate or else shall be rejected.

33.4.6 Bids shall be evaluated and compared on the basis of lump sum price for the entire scope of work under the package. The lump sum price shall include: -

## INSTRUCTIONS TO BIDDERS

- (i) FOR destination (site) price of equipment / materials, including type test and mandatory spares (if any).
- (ii) Charges for erection, which shall include unloading, handling, storage, insurance, erection, testing & commissioning of the complete sub-station, associated transmission line and associated system including civil works.

All evaluated bid prices of all the Bidders shall be compared among themselves to determine the lowest evaluated bid and, as a result of this comparison, the lowest Bid will be selected for the award of the Contract.

### 33.5 Bid Evaluation Process to be Confidential

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 Owner's/NESCL's processing of bidding or award decisions may result in rejection of such Bidder's Bid.

### 33.6 Owner's Right to accept or Reject a Bid

OPTCL reserves the absolute right to accept or reject any or all the bids or make any change in the terms and conditions of the bid document, at their sole discretion without assigning any reason whatsoever. 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 Owner shall bear no liability whatsoever consequent upon such decisions.

### 33.7 Preference to Central Public Sector Enterprises

Central Public Sector Enterprises shall be extended purchase preference as per Government of India guidelines in force from time to time.

### 34.0 DEFINITIONS AND MEANINGS

34.1 For the purpose of evaluation and comparison of bids, the following meanings and definitions will apply: -

- a) 'Bid Price' shall mean the base price quoted by each Bidder in his Proposal for the complete scope of works.
- b) 'Differential Price' shall mean the summation of the equalizing elements of price for parameter differential or deficiencies in the equipment and services determined from the Bidder's Proposal.

## INSTRUCTIONS TO BIDDERS

- c) 'Evaluated Bid Price' shall be the summation of 'Bid Price' and 'Differential Price'.

### 34.2 Calculation of Differential Price

- 34.2.1 The Differential Price to be added to the Bid Price of each bid during evaluation and comparison shall be derived as under:

Differential Price (DP)=  $n_1F_1 + n_2F_2 + \dots + n_nF_n$  where  $F_1, F_2, \dots, F_n$  are the various factors in Indian Rupees per unit of parameter differential or deficiency in the equipment and services offered as stipulated in these specifications;  $n_1, n_2, \dots, n_n$  are the respective parameter differential or deficiency in the corresponding units to be determined from the Bidder's Proposal. The above factors and corresponding units of parameter differential are brought out in the Technical Specifications and/or Special Conditions of Contract.

### 35.0 BASIS OF EVALUATION & COMPARISON OF BIDS

- 35.1 Bidder has to quote for the complete scope of work for the packages as stated in Technical Specifications, Volume-II and Technical data Sheet, Vol-IIA. Bids for individual items or incomplete services shall be treated as incomplete and are liable to be rejected.
- 35.2 The bid evaluation for the package(s) shall be carried out package-wise. However, discount(s) offered, if any, shall also be considered in evaluation.
- 35.3 Conditional discounts/rebates, if any, offered by the bidder shall not be taken into consideration for evaluation. It shall, however, be considered in case of award.
- 35.4 Bid stipulating commissioning dates beyond that specified under the Clause 10.0 titled "Work Schedule" in of SCC Vol-IA run the risk of rejection.
- 35.5 Bids shall be evaluated and compared on the basis of lump sum price for the entire scope of work under the package. The lump sum price shall include: -

## INSTRUCTIONS TO BIDDERS

- (i) FOR destination (site) price of equipment/materials, including type test and mandatory spares (if any).
- (ii) Charges for erection, which shall include unloading, handling, storage, insurance, erection, testing & commissioning of the complete transmission line and all associated civil works.

35.6 The Owner's evaluation of a bid, in addition to the total price as per Clause 35.5 above, will take into account the applicable taxes, duties and levies payable/reimbursable by the Owner to the Contractor as per Clause 6.0 of SCC (Vol-IA), which will be added to bid price as indicated under Clause 35.0, above using pricing information available to the owner. The comparison of bids shall be in the manner indicated in Clause 35.0 and in the Technical Specifications, Volume-II and IIA of Bidding Documents.

35.7 For the purpose of evaluation of transformer and capacitor losses the same shall not be applicable since the equipments are to be supplied by Owner.

35.8 The bids shall be compared on the basis of lump-sum prices (i.e. for supply portion and prices for services to be rendered as quoted by the Bidder) for the entire scope of the Proposal as defined in the Bidding Document.

35.9 For comparison purpose all the evaluated bid prices shall be in Indian Rupees as under:-

$$W = M + DP$$

Where

W = Total Comparison Price

M = Bid price in Indian Rupees (Ex-works value of equipment + Components of erection cost + mandatory spares and other components, if any).

DP = Differential price in Indian Rupees calculated according to para 34.2.1 above.

35.10 All evaluated bid prices of all the Bidders shall be compared among themselves to determine the lowest evaluated bid and, as a result of this comparison, the lowest Bid will be selected for the award of the Contract.

## INSTRUCTIONS TO BIDDERS

### 36.0 CONTACTING THE PRE AWARD MANAGEMENT CONSULTANT (NESCL)

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

## F. AWARD OF CONTRACT

### 37.0 AWARD CRITERIA

37.1 Orissa Power Transmission Corporation Ltd. will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. NTPC Electric Supply Company Ltd./OPTCL shall be the sole judge in this regard.

### 38.0 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

38.1 NTPC Electric Supply Company Ltd./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 NTPC Electric Supply Company Ltd's/OPTCL action.

### 39.0 NOTIFICATION OF AWARD

39.1 Prior to the expiration of the period of bid validity and extended validity period, if any, Orissa Power Transmission Corporation Ltd. will notify the successful Bidder in writing by registered letter or by cable/telex/fax, to be confirmed in writing by registered letter that its bid has been accepted.

## INSTRUCTIONS TO BIDDERS

39.2 The notification of award (Proforma attached at Annexure-XXV) will constitute the formation of the Contract. Within 15 days of receipt of the Notification of Award, the successful Bidder shall sign and date the same and return it to Orissa Power Transmission Corporation Ltd.

39.3 Upon the successful Bidder's furnishing of Contract Performance Guarantee pursuant to Clause 41.0, Orissa Power Transmission Corporation Ltd. will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to Clause 22.0.

### 40.0 SIGNING OF CONTRACT

40.1 The Bidder will prepare the Contract Agreement as per the proforma enclosed at **Annexure-IX** to Volume-I A and the same will be signed within **60 (sixty)** days of Notification of Award

### 41.0 CONTRACT PERFORMANCE GUARANTEE

41.1 As a Contract Performance Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Guarantee from any bank as per **Annexure-XV** to Vol. IA in the form attached as Annexure-II to Volume-I A in favour of Orissa Power Transmission Corporation Ltd. The guarantee amount shall be equal to Ten Percent (10%) of the Contract Price and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications. The guarantee shall be valid upto 90 days after the end of Guarantee Period. The Guarantee amount shall be payable to Owner without any condition. In case of JV, One Percent (1%) of contract price as additional Contract Performance Guarantee shall also be furnished by Other partner from any bank as per **Annexure-XV** to Vol. IA in the form attached as Annexure-II to Volume-I A in favour of Orissa Power Transmission Corporation Ltd.

**SECTION-INB**

**INSTRUCTION TO BIDDERS**

**INSTRUCTIONS TO BIDDERS**

**VOLUME-I**

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