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**STATE LOAD DESPATCH CENTRE**  
**ODISHA POWER TRANSMISSION CORPORATION LIMITED**  
**GRIDCO Colony, P.O.- Mancheswar Rly. Colony, Bhubaneswar-17, FAX-0674- 2748509**  
**CIN: U40102OR2004SGC007553**

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**CORRIGENDUM – IV to TENDER NOTICE NO. SLDC-03/2023-24**

**TENDER NOTICE NO. SLDC-03/2023-24**

***“Survey, Design, Development, Supply, Installation, Testing, Commissioning & AMC of PMU based WAMS system in OPTCL, ODISHA system.”***

- (A) Following modifications are made in the following clauses of the Tender Specification;
- i. PART-I,SECTION-II: GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.]  
Clause 40.1.(i)
  - ii. PART-I,SECTION-II: GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.]  
Clause 40.1.(ii)
  - iii. PART-I,SECTION-II: GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.]  
Clause 19.0
  - iv. PART-I , SECTION-II: GENERAL TERMS AND CONDITIONS OF CONTRACT  
[G.T.C.C.] Clause 46.0 (i)
  - v. PART-I , SECTION-II: GENERAL TERMS AND CONDITIONS OF CONTRACT  
[G.T.C.C.] Clause 40.2 (iii)
  - vi. PART-I , SECTION-II: GENERAL TERMS AND CONDITIONS OF CONTRACT  
[G.T.C.C.] Clause 40.1 (v)
  - vii. PART-I , SECTION-II: GENERAL TERMS AND CONDITIONS OF CONTRACT  
[G.T.C.C.] Clause 40.1 (iii) & (iv)
  - viii. PART-II, SECTION-VII, BID PRICE SCHEDULE (BPS), SCHEDULE-IV in XLS Format
  - ix. PART-II, SECTION-VII, BID PRICE SCHEDULE (BPS), SCHEDULE-VI.
  - x. PART-II, SECTION-VII, BID PRICE SCHEDULE (BPS), SCHEDULE-VII.
  - xi. PART-I ,SECTION-II: GENERAL TERMS AND CONDITIONS OF CONTRACT  
[G.T.C.C.], Clause 31.4
  - xii. PART I, SECTION III, LIST OF ANNEXURES
  - xiii. PART I, SECTION III, ANNEXURE-I DECLARATION FORM
  - xiv. PART I, SECTION III, ANNEXURE-VII.

- xv. PART-I , SECTION-II: GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.] Clause 31.2
- xvi. PART-II , SECTION-VII , SCHEDULE-III in XLS format, CHECK LIST

The bidders who have already submitted the tender documents in the tender portal are hereby requested to resubmit the bid as per the revised Techno-Commercial excel workbook and clauses of this corrigendum notice. The bids submitted earlier to publication of this corrigendum shall not be considered for technical bid evaluation.

**(A) Modifications in the Tender Specifications:**

**(i) PART-I , SECTION-II: GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.] Clause 40.1.(i)**

PART-I, SECTION-II: GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.] Clause 40.1.(i) is hereby modified as follows ;

“The Bidder” means any eligible FIRM or COMPANY registered under Company act 1956 (Amended in 2013) or Limited Liability Partnership (LLP) registered under the LLP Act, 2008 and should have been in operation in India, whose primary business is Grid Automation/SCADA and Communication /Software development and implementation and must have relevant experience in Data Centre hardware and software installation as on the date of bid opening and will have their registered offices in India.

**(ii) PART-I , SECTION-II: GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.] Clause 40.1.(ii)**

PART-I, SECTION-II: GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.] Clause 40.1.(ii) is hereby modified as follows;

Bidders to furnish self-attested copies of Work Order OR successful completion certificate from the user to prove the following in full shape.

The Bidder or its parent company shall have developed commissioned and running of at least one projects in RLDC / NLDC / Grid India / RPC / STU /CTU/ SLDC with minimum cumulative project cost INR 10 Cr (with GST) in India in which installation of PMU, installation of control Centre hardware, data received and handled at Control Centre PDC with data archiving and visualization software for system

operator/utility successfully in the last ten (10) years ending the date of submission bid and handled at Control Centre PDC with data archiving and visualization software for system operator/utility successfully.

(iii) **PART-I , SECTION-II: GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.]**  
**Clause 19.0**

PART-I, SECTION-II: GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.] Clause 19.0 is hereby modified as follows;

**19.0 B.G. TOWARDS SECURITY DEPOSIT, 100% PAYMENT AND PERFORMANCE GUARANTEE.**

**The B.G shall be submitted in two parts;**

**1. B.G for Supply, Installation, commissioning, Development & testing of Hardware and Software.**

A Composite Bank Guarantee as per the Proforma enclosed at Annexure-VII-A of the specification for 10% [ten percent] of the Total Landing cost (Taxable Value plus GST thereon) of the purchase order (without AMC), will be furnished from any nationalized/scheduled bank having a place of business at Bhubaneswar, to the office of **Chief Load Despatcher, SLDC**, Bhubaneswar within 30 days from the date of issue of the purchase order, The BG will be executed on non-judicial stamp paper worth of Rs.29.00 [Rupees twenty-nine] only or as per the prevalent rules. The Performance Bank Guarantee will be return ONLY after successful commissioning & issuance of TOC including material reconciliation & 01 year warranty after go-live plus 02 months, for scrutiny and acceptance, failing which the purchase order will be liable for cancellation without any further written notices. The BG should be accompanied by a confirmation letter from the concerned bank and should have provision for encashment at Bhubaneswar, before the Bank Guarantee is accepted and all concerned intimated. The B.G should be revalidated as and when intimated to you to cover the entire guarantee period.

**2. AMC B.G. towards security deposit, 100% payment and performance guarantee**

A Composite Bank Guarantee as per the Proforma enclosed at Annexure-VII-B of the specification for 10% [ten percent] of the Total Landing cost (Taxable Value plus GST thereon) of the AMC cost for 05 years will be furnished from any nationalized/scheduled bank having a place of business at Bhubaneswar, to the office of **Chief Load Despatcher, SLDC**, Bhubaneswar within 30 days from the date of issue of the purchase order, The BG will be executed on non-judicial stamp paper worth of

Rs.29.00 [Rupees twenty-nine] only or as per the prevalent rules, valid for a period of 62 months ( 60 months AMC period plus 02 months ) after 12 months from the date of go-live , for scrutiny and acceptance, failing which the purchase order will be liable for cancellation without any further written notices. The BG should be accompanied by a confirmation letter from the concerned bank and should have provision for encashment at Bhubaneswar, before the Bank Guarantee is accepted and all concerned intimated. The B.G should be revalidated as and when intimated to you to cover the entire guarantee period.

These Bank Guarantees shall be applicable for all the bidders irrespective whether they are SSI/NSIC units.”

- i. BG for comprehensive AMC shall be submitted by the bidder for a period of 62 months starting after 12 months of warranty period from the date of go-live.
- ii. BG for AMC shall be submitted by the bidder prior to commencing of AMC.
- iii. In case the bidder fails to submit the BG for AMC prior to the specified date mentioned at clause-19.2 above or decline to provide comprehensive AMC support, the BG submitted for Supply, Installation, commissioning, Development & testing of Hardware and software shall be encased by SLDC, OPTCL.
- iv. No interest is payable on any kind of Bank Guarantee.

(iv) **PART-I , SECTION-II: GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.]**  
**Clause 46.0 (i)**

PART-I, SECTION-II: GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.] Clause 46.0 (i) (OFFICIAL ADDRESS OF THE PARTIES TO THE CONTRACT) is hereby modified as;

(i) Purchaser: CHIEF LOAD DESPATCHER  
STATE LOAD DESPATCH CENTRE  
BHUBANESWAR, ODISHA-751022  
Email: [wams@sldcorissa.org.in](mailto:wams@sldcorissa.org.in)

(v) **PART-I , SECTION-II: GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.]**  
**Clause 40.2 (iii)**

PART-I, SECTION-II: GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.] Clause 40.2 (iii) is hereby modified as;

“Section-II, 40.2(iii): There shall be at least one SCADA/WAMS system developed by bidder or its parent company which handles the data from RTU/PMU with visualization should be in service for minimum one year”.

(vi) **PART-I, SECTION-II: GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.]**  
**Clause 40.1.(v)**

PART-I, SECTION-II: GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.] Clause 40.1 (v) is hereby modified as;

“Bidders providing third party Safety Certification (“S” mark) Scheme of electronic sector promoted by STQC certification services, Standardization Testing and Quality Certification directorate, Ministry of Electronics and Information Technology, Govt. of India would be preferred.

(vii) **PART-I, SECTION-II: GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.]**  
**Clause 40.1.(iii) & (iv)**

PART-I, SECTION-II: GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.] Clause -40.1 (iii) & 40.1 (iv) are hereby modified as;

The Bidders should have CMMI – Level III maturity at the time of participation in the tender and the appraisal document and certificate will be enclosed with the bid.

OR

Bidders shall have a valid ISO 9001:2000 or above and ISO 27001.

(viii) **PART-II, SECTION-VII, BID PRICE SCHEDULE (BPS), SCHEDULE-IV**

PART-II, SECTION-VII, BID PRICE SCHEDULE (BPS), SCHEDULE-IV is hereby modified as follows;

**SCHEDULE-IV in XLS Format**

<b>SLDC, ODISHA POWER TRANSMISSION CORPORATION LIMITED</b>
<b>(Qualifying Requirement Data Applicable for Bidders Seeking Qualification under Clause 40, Section-II Part-1 of e-Bid Documents.)</b>

To  
The Chief Load Despatcher SLDC,  
OPTCL

Dear Sir,

Tender Notice No. .... -“

Proposal for Survey, Design, Development, Supply, Installation, Testing, Commissioning & Annual Maintenance Contract of PMU based WAMS in SLDC, OPTCL Network on EPC/Turnkey Contract. The details of which are given below:

NAME OF THE BIDDER		
Bid Proposal No. / Dated		
Sl.No.	Description	Indicate the .pdf file(s)
<b>Technical Qualification:</b>		
1	Section-II, 40.1(i): The Bidder” means any eligible FIRM or COMPANY registered under Company act 1956 (Amended in 2013) or Limited Liability Partnership (LLP) registered under the LLP Act, 2008 and should have been in operation in India, whose primary business is Grid Automation/SCADA and Communication /Software development and implementation and must have relevant experience in Data Centre hardware and software installation as on the date of bid opening and will have their registered offices in India.	
2	Section-II, 40.2(i): The Bidder or its parent company shall be original Manufacturer of Phasor Measurement Unit based on industry recognized standards.	
3	Section-II, 40.1(ii): Bidders to furnish self-attested copies of Work Orders OR successful completion certificate from the user to prove the following in full shape.  The Bidder or its parent company shall have developed commissioned and running of at least one projects in RLDC / NLDC / Grid India / RPC / STU /CTU/ SLDC with minimum cumulative project cost INR 10 Cr (with GST) in India in which installation of PMU, installation of control Centre hardware, data received and handled at Control Centre PDC with data archiving and visualization software for system operator/utility successfully in the last ten (10) years ending the date of submission bid and handled at Control Centre PDC with data archiving and visualization software for system operator/utility successfully.	

4	Section-II, 40.1(iii): The Bidders should have CMMI – Level III maturity at the time of participation in the tender and the appraisal document and certificate will be enclosed with the bid.	
5	Section-II, 40.1(iv): Bidders shall have a valid ISO 9001:2000 or above and ISO 27001.	
6	Section-II, 40.1(v): Bidders providing third party Safety Certification (“S” mark) Scheme of electronic sector promoted by STQC certification services, Standardization Testing and Quality Certification directorate, Ministry of Electronics and Information Technology, Govt. of India would be preferred.	
7	Section-II, 40.1.1: CODES, STANDARDS & REGULATIONS: The design, manufacture, erection and testing of the equipment and material to be supplied shall comply with latest revisions of relevant Indian Standards or equivalent IEC, IEEE standards.	
8	Section-II, 40.1.2: MAJOR DOCUMENTS & DRAWINGS REQUIRED FOR APPROVAL: All the drawings are to be submitted by the successful bidder and got approved from SLDC before execution.	
9	Section-II, 40.2(iii): There shall be at least one SCADA/WAMS system developed by bidder or its parent company which handles the data from RTU/PMU with visualization should be in service for minimum one year”.	
10	Section-II, 40.2(iv): The bidder should have full-fledged set-up in India with necessary infrastructure, resources and capacity of approximately 30 (Thirty) trained technical persons to deliver the Project and sales service thereafter the support paper to demonstrate this qualifying requirement must be furnished with bid.	

**(ix) PART-II, SECTION-VII, BID PRICE SCHEDULE (BPS), SCHEDULE-VI**

PART-II, SECTION-VII, BID PRICE SCHEDULE (BPS), SCHEDULE-VI is hereby modified as follows;

**SCHEDULE-VI**

STATE LOAD DISPATCH CENTER, ODISHA POWER TRANSMISSION CORPORATION LIMITED			
Outright Rejection Criteria - Schedule VI			
Tender Notice No.		SLDC-03/2023-24	
Tender Specification No.		SLDC-03/2023-24	
NAME OF THE WORK		Proposal for Survey, Design, Development, Supply, Installation, Testing, and Commissioning & Annual Maintenance Contract of PMU based WAMS in SLDC, OPTCL Network on <b>EPC/Turnkey Contract</b> .	
NAME OF THE BIDDER			
Sl. No.	Criteria for Outright Rejection	Details to be filled by the bidder	Name of the attachment (eg. Tender cost.pdf, etc.)
1	Documentary proof of submission Tender Cost, payment of Tender Processing Fees through e-payment mode.		
2	Power of Attorney (Authorized Signatory) notarized copy for signing the bid document in hard copy.		

(x) **PART-II, SECTION-VII, BID PRICE SCHEDULE (BPS), SCHEDULE-VII**

PART-II, SECTION-VII, BID PRICE SCHEDULE (BPS), SCHEDULE-VII is hereby modified as follows;

**SCHEDULE-VII**

STATE LOAD DISPATCH CENTER, ODISHA POWER TRANSMISSION CORPORATION LIMITED	
Documents to Accompany Bids - Schedule VII	
Tender Notice No.	SLDC-03/2023-24
Tender Specification No.	SLDC-03/2023-24



<b>Name Of The Work</b>		Proposal for Survey, Design, Development, Supply, Installation, Testing, Commissioning & Annual Maintenance Contract of PMU based WAMS in SLDC, OPTCL Network on <b>EPC/Turnkey Contract</b> .
<b>Name Of The Bidder</b>		
<b>Sl. No.</b>	<b>Description</b>	<b>Name of the attachment (Eg. Bid_Form.pdf, EMD.pdf, etc)</b>
1	Documentary proof of submission Tender Cost, payment of Tender Processing Fees through e-paymentmode.	
2	Documents against the eligibility Criteria: Firm's Financial and Manpower Strength	
3	Documents against the eligibility Criteria: Past Performance & Relevant Project Experience	
4	Documents against the eligibility Criteria: Criteria on Domain Expertise	
5	Techno commercial Proposal as per Bid document - Supplier Response Format along with all the required duly filled forms as prescribed	
6	Techno-Commercial Deviation Schedule as per the Format-Annexure- XII.	
7	Undertaking on Acceptance of Importance Terms & Condition	
8	Duly filled, signed Bidding Forms in the format specified in Bid document.	
9	Price Proposal	
10	Any Other Documents	

**(xi) PART-I, SECTION-II: GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.],**

**Clause 31.4**

PART-I, SECTION-II: GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.],  
Clause 31.4 is modified as follows;

**BID CAPACITY QUALIFICATION**

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

i	Bidder's Bid Capacity	The bid capacity of the bidder shall be considered as 300% of Implementation of WAMS /SCADA/SAS/Similar project's annual turnover (excluding that of Associated Companies) on Standalone Basis in any financial year during the last 3 financial years reckoned from the year of NIT, which shall be evaluated by SLDC, OPTCL based on the information furnished by the bidder as per the format <b>FIN No. 4 &amp; FIN No. 5</b> .
ii	Bidder's Participation in the bid	A bidder may participate in the bidding of any of the package(s)/works irrespective of bidder's bid capacity.
iii	Bidder's Technical Eligibility	Bidder shall be Technically eligible based on the qualifying requirement mentioned under Clause- 4 (Qualifying Requirements (QRs) of Bidder) except Bidders Bid Capacity.
iv	Bidder's Price Bid Opening Eligibility based on the Bidder's Bid Capacity Qualification.	<p>The bidder shall be eligible for opening of the Price Bid based on the available bid capacity defined as under;</p> <p><b>Available bid capacity:</b>  <math display="block">= [(3 \times A) - (0.5 \times B) - C]</math>, should be equal to or more than the tendered estimated price where ,</p> <p><b>A=</b> Highest of Implementation of WAMS/SCADA/SAS/Similar project's Annual Turnover of the Bidder (excluding its Associated Companies on Standalone Basis) in any financial year during last three financial years as per FIN-4.</p> <p><b>B=</b> Total order Value of ongoing Work Orders/LOAs placed by OPTCL and Other Organizations on the Bidder on the date of opening of the Technical bid excluding those which have been commissioned as per FIN-5.</p> <p><b>C=</b> Package(s)/Works finalized but yet to be awarded in favour of the Bidder by OPTCL (to be computed by OPTCL based on available information).</p>
v	Opening of the Price Bid	The price bid of tender of the Technically eligible bidder(s) shall be on the date and time as decided by the SLDC, OPTCL and communicated to the eligible bidder through tender portal. The price bid of the bidder shall be opened subject to meeting the available bid capacity limit considering Para-iv above. If the evaluated price of the bidder becomes (L-I) which exceeds the available bid capacity, the price bid of the bidder shall not be rejected on bid capacity ground.
vi	Award for the Contract	After opening of the price bids of all the tender under this e-NIT, the price bids of the responsive bidder(s)

		shall be evaluated adopting the price evaluation methodology to derive the lowest evaluated bidder(s).
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**Table (FIN-4):**  
(Name of Bidder)

**Bidder's Bid Capacity Schedule (Highest of Implementation of WAMS/SCADA/SAS/Similar project's Annual Turn Over)**

Sl. No	Financial Year	Bid Capacity
		Highest of Implementation of WAMS/SCADA/SAS/Similar project's Annual Turnover of the company only (excluding its Associated Companies) on Standalone Basis of any year during last 03 FY (In Rs.Cr.)
01	FY 2020-21	
02	FY 2021-22	
03	FY 2022-23	

**Note:**

The bidder has to furnish the highest Annual Turnover Certificate from the Chartered Accountant (CA) based on Audited Account related to implementation of PMU based WAMS project. In case the bidder has executed any project in Joint Venture/ Consortium, the certificate of the Chartered Accountant (CA) should reflect his share of the PMU based WAMS project related turnover only.

*Table- (FIN-5):*  
(Name of Bidder)

*Total Order Value of Ongoing Work Orders/LOAs placed by OPTCL and Other Organizations*

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

**Note:**

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

(xii) **PART I, SECTION III, LIST OF ANNEXURES**

PART I, SECTION III, LIST OF ANNEXURES is modified as follows,

**SECTION – III: LIST OF ANNEXURES**

The following schedules and pro forma are annexed to this specification and contained in Section-III as referred to in the relevant clauses.

1	Declaration form	ANNEXURE-I
2	Black listing	ANNEXURE-II
3	Schedule of Quantity and Delivery	ANNEXURE-III
4	Abstract of price component [to accompany Part-II of this specification]	ANNEXURE-IV
5	Schedule of prices to accompany Part-II	ANNEXURE-V
6	Bank Guarantee form for earnest money deposit	ANNEXURE-VI
7	Composite Bank Guarantee form for security deposit, payment, and performance for supply, installation, commissioning, Development & testing of Hardware and Software	ANNEXURE-VII-A
8	Composite Bank Guarantee form for security deposit, payment, and performance for Annual Maintenance Contract (AMC)	ANNEXURE-VII-B
9	Chart showing particulars of E.M.D.	ANNEXURE-VIII
10	Data on Experience.	ANNEXURE-IX
11	Schedule of spare parts.	ANNEXURE-X
12	Schedule of Installations.	ANNEXURE-XI
13	Schedule of deviations (Technical)	ANNEXURE-XII(A)
14	Schedule of deviations (Commercial)	ANNEXURE-XII(B)
15	Litigation /Arbitration	ANNEXURE-XIII
16	Delivery Schedule	ANNEXURE-XIV
17	Change Request Format	ANNEXURE-XV
18	Pro forma for Bank Balance, Fixed Deposits and availability of Credit Facilities	ANNEXURE- XVI
19	Abstract of GTCC	ANNEXURE- XVII
20	Reverse Auction Process Compliance Form	ANNEXURE-XVIII

(xiii) **PART I, SECTION III, ANNEXURE-I DECLARATION FORM**

ANNEXURE-I: DECLARATION FORM is modified as follows;  
**DECLARATION FORM**

To

The CLD, SLDC,  
Bhubaneswar

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

Sir,

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

**Bid Security Declaration**

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

Signed this day of 2023

Yours faithfully

Signature of the Bidder with seal of the company

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

\* (Strikeout whichever is not applicable)

**Enclosure:**

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

Sl. No.	Description	.Pdf file reference
1	Declaration form (ANNEXURE-I)	Attach 1.pdf
2	Black listing (ANNEXURE-II)	Attach 2.pdf
3	Schedule of Quantity and Delivery (ANNEXURE-III)	Attach 3.pdf
4	Abstract of price component [to accompany Part-II of this specification] (ANNEXURE-IV)	Attach 4.pdf
5	Schedule of prices to accompany Part-II (ANNEXURE-V)	Attach 5.pdf
6	Bank Guarantee form for earnest money deposit (ANNEXURE-VI)	Attach 6.pdf
7	Composite Bank Guarantee form for security deposit, payment, and performance for supply, installation, commissioning, Development & testing of Hardware and Software (ANNEXURE-VII-A)	Attach 7a.pdf
8	Composite Bank Guarantee form for security deposit, payment, and performance for Annual Maintenance Contract (AMC) (ANNEXURE-VII-B)	Attach 7b.pdf
9	Chart showing particulars of E.M.D. (ANNEXURE-VIII)	Attach 8.pdf
10	Data on Experience. (ANNEXURE-IX)	Attach 9.pdf
11	Schedule of spare parts. (ANNEXURE-X)	Attach 10.pdf
12	Schedule of Installations. (ANNEXURE-XI)	Attach 11.pdf
13	Schedule of deviations (Technical) (ANNEXURE-XII-A)	Attach 12.pdf
14	Schedule of deviations (Commercial) (ANNEXURE-XII-B)	Attach 13.pdf
15	Litigation /Arbitration (ANNEXURE-XIII)	Attach 14.pdf
16	Delivery Schedule (ANNEXURE-XIV)	Attach 15.pdf
17	Change request format (ANNEXURE-XV)	Attach 16.pdf
18	Bank Certificate (ANNEXURE-XVI)	Attach 17.pdf
19	Abstract of GTCC (ANNEXURE-XVII)	Attach 18.pdf
20	Reverse Auction Process Compliance Form (ANNEXURE-XVIII)	Attach 19.pdf

**(xiv) PART I, SECTION III, ANNEXURE-VII**

PART I, SECTION III, ANNEXURE-VII has been modified to parts as ANNEXURE-VII-A & ANNEXURE\_VII-B.

**ANNEXURE-VII-A CPBG for total Project cost excluding AMC cost**

**[PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT  
PAYMENT AND PERFORMANCE]-**

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

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

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

Whereas the ODISHA POWER TRANSMISSION CORPORATION Limited, Janpath, Bhubaneswar, a company constituted under the Companies Act-1956 (hereinafter called SLDC, OPTCL) has issued Letter of Award (LOA) No..... Dated..... for the purpose of ..... work under Package No..... (herein after called “the Agreement”) to M/s/Shri ..... , Address..... (herein after called the “Supplier”) for supply, erection, installation & commissioning and associated civil works under the above LoA and whereas SLDC, OPTCL has agreed (1) to exempt demand of security deposit under the terms and conditions of the LOA (2) to release payment of the cost of the Contract Price to the Supplier on furnishing by the Supplier to SLDC, OPTCL a Contract Performance Bank Guarantee (CPBG) of the value of 10% of the Contract Price of the said Agreement.

1. Now therefore, in accordance with the terms and conditions of LOA No.\_\_\_\_\_ dated \_\_\_\_\_ for the due fulfillment by the said Supplier of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_) only, we the bank \_\_\_\_\_ [Indicate bank Name, Address & Code ] (hereinafter referred to as “the Bank”) at the request of M/s/Shri \_\_\_\_\_ supplier do hereby undertake to pay to SLDC, OPTCL, an amount not exceeding Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_) only.
2. We, the \_\_\_\_\_ Bank [indicate the name of the Bank, Address & Code] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from SLDC, OPTCL. Any such demand made on the bank will be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee will be restricted to an amount not exceeding Rs.\_\_\_\_\_ (Rupees----- In Words).
3. We, the ..... Bank also undertake to pay to SLDC, OPTCL any money so demanded not withstanding any dispute or disputes raised by the Supplier in any suit or proceeding instituted / pending before any court or tribunal relating thereto, our liability under this present being absolute and irrevocable. The payment so made by us under this bond will be a valid discharge of our liability for payment thereunder and the Supplier will have no claim against us for making such payment.

4. We, the \_\_\_\_\_ Bank further agree that the guarantee herein contained will remain in full force and effect during the aforesaid period of \_\_\_\_\_ days and it will continue to be so enforceable till all the dues of SLDC, OPTCL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till SLDC, OPTCL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said supplier and accordingly discharges this guarantee.

Unless a demand or claim under this guarantee is made on us or our Branch Office at Bhubaneswar <Mention Name, Address & Code of the Branch Office at Bhubaneswar of issuing Bank> in writing on or before ..... (Date), we will be discharged from all liability under this guarantee thereafter.

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

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

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

8. We, the \_\_\_\_\_ Bank (Name, Address & Code) further agree that this guarantee will also be invokable at our place of business at **Bhubaneswar** (indicate Name, Address & Code of the Branch at Bhubaneswar) in the State of Odisha.

**“Not withstanding anything contained herein”**

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

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

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

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

Dated, the \_\_\_\_\_ Day of \_\_\_\_\_  
For \_\_\_\_\_ [Indicate name of Bank]

Signature.....



Full Name.....

Designation.....

Power Of Attorney.....

Dated.....

Seal of the Bank.....

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

1. Signature.....

Full Name.....

2. Signature.....

Full Name.....

N.B.:

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

**Format for SFMS details**

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

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

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

**ANNEXURE-VII-B CPBG for AMC**

**[PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT  
PAYMENT AND PERFORMANCE]-**

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

**Ref No:** .....

**Bank Guarantee No.** .....

**Date:** .....

**BG Amount:** .....

**Validity Period:** .....

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

Whereas the ODISHA POWER TRANSMISSION CORPORATION Limited, Janpath, Bhubaneswar, a company constituted under the Companies Act-1956 (hereinafter called SLDC, OPTCL) has issued Letter of Award (LOA) No..... Dated..... for the purpose of ..... work under Package No..... (herein after called “the Agreement”) to M/s/Shri ..... , Address..... (herein after called the “Supplier”) for supply, erection, installation & commissioning and associated civil works under the above LoA and whereas SLDC, OPTCL has agreed (1) to exempt demand of security deposit under the terms and conditions of the LOA (2) to release payment of the cost of the Contract Price to the Supplier on furnishing by the Supplier to SLDC, OPTCL a Contract Performance Bank Guarantee (CPBG) of the value of 10% of the Contract Price of the said Agreement.

9. Now therefore, in accordance with the terms and conditions of LOA No.\_\_\_\_\_dated \_\_\_\_\_ for the due fulfillment by the said Supplier of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs.\_\_\_\_\_(Rupees\_\_\_\_\_) only, we the bank\_\_\_\_\_[Indicate bank Name, Address & Code ] (hereinafter referred to as “the Bank”) at the request of M/s/Shri \_\_\_\_\_supplier do hereby undertake to pay to SLDC, OPTCL, an amount not exceeding Rs.\_\_\_\_\_(Rupees\_\_\_\_\_) only.

10. We, the\_\_\_\_\_Bank [indicate the name of the Bank, Address & Code] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from SLDC, OPTCL. Any such demand made on the bank will be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee will be restricted to an amount not exceeding Rs.\_\_\_\_\_(Rupees-----  
----- In Words).

11. We, the ..... Bank also undertake to pay to SLDC, OPTCL any money so demanded not withstanding any dispute or disputes raised by the Supplier in any suit or proceeding instituted / pending

before any court or tribunal relating thereto, our liability under this present being absolute and irrevocable. The payment so made by us under this bond will be a valid discharge of our liability for payment thereunder and the Supplier will have no claim against us for making such payment.

12.

We, the Bank further agree that the guarantee herein contained

will remain in full force and effect during the aforesaid period of \_\_\_\_\_ days and it will continue to be so enforceable till all the dues of SLDC, OPTCL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till SLDC, OPTCL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said supplier and accordingly discharges this guarantee.

Unless a demand or claim under this guarantee is made on us or our Branch Office at Bhubaneswar <Mention Name, Address & Code of the Branch Office at Bhubaneswar of issuing Bank> in writing on or before ..... (Date), we will be discharged from all liability under this guarantee thereafter.

13.

We, the Bank [indicate the name of the Bank, Address & Code] further agree with the Board that SLDC, OPTCL will have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time or performance by the said supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by SLDC, OPTCL against the said supplier(s) and to forbear or enforce any of the terms and conditions relating to the said Bid and we will not be relieved from our liability by reason of any such variation postponement or extension being granted to the said supplier(s) or for any forbearance, act or omission on the part of SLDC, OPTCL or any indulgence by SLDC, OPTCL to the said supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

14. This guarantee will not be discharged due to the change in the name, style or constitution of the Bank and/or of the supplier(s).

15.

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

16.

We, the \_\_\_\_\_ Bank (Name, Address & Code) further agree that this guarantee will also be invocable at our place of business at **Bhubaneswar** (indicate Name, Address & Code of the Branch at Bhubaneswar) in the State of Odisha.

**“Not withstanding anything contained herein”**

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

e) This Bank guarantee will be valid up to-----.

f) We or our Branch at **Bhubaneswar** <Mention Name, Address & Code.....> will be liable to pay

guaranteed amount or any part thereof under this guarantee only if you serve upon us at..Branch \_\_\_\_\_ of Bhubaneswar a written claim or demand on or before.....,

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

Dated, the \_\_\_\_\_ Day of \_\_\_\_\_  
For \_\_\_\_\_ [Indicate name of Bank]

Signature.....

Full Name.....

Designation.....

Power Of Attorney.....

Dated.....

Seal of the Bank.....

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

3. Signature.....

Full Name.....

4. Signature.....

Full Name.....

N.B.:

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

### Format for SFMS details

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

Sl. No.	PARTICULARS	TYPE	DETAILS
1	Type of Bank Guarantee	Mandatory	Contract Performance
2	Currency & Amount	Mandatory	
3	Validity Period(from—to --)	Mandatory	
4	Effective Date	Mandatory	
5	End date of lodgment of Claim	Mandatory	
6	Place of lodgment of claim	Mandatory	Bhubaneswar, Branch Name ----- of Bhubaneswar Branch code ----- of Bhubaneswar Branch Address ----- at Bhubaneswar
7	Issuing Branch IFSC Code	Mandatory	
8	Issuing Branch name & address	Mandatory	
9	Name of applicant and its details	Mandatory	
10	Name of Beneficiary and its details	Mandatory	
11	Beneficiary's Bank/Branch and IFSC Code	Mandatory	ICICI Bank Ltd IFSC Code-ICIC0000061
12	Beneficiary's Bank/Branchname and address	Mandatory	ICICI Bank Ltd Bhubaneswar Main Branch, Bhubaneswar
13	Sender to receiver information	Mandatory	
14	Purpose of Guarantee	Mandatory	Contract Performance
15	Reference/Description of the underlined tender/contract	Mandatory	LOA No----

(xv) **PART-I, SECTION-II: GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.]**

**Clause 31.2**

PART-I, SECTION-II: GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.]

Clause 31.2 is modified as follows;

**31.2 LIQUID ASSETS AND ACCESS TO CREDIT FACILITY**

Bidder shall be financially sound and stable. The liquid assets (Cash at Bank & Fixed Deposit) and Un-Utilized credit facility (both Fund & Non Fund based) available from bank(s) duly certified by the Bank(s) Annexure-XVI within one Month prior to the date of Tender opening, as indicated in the following format should not be less than **Rs. 3.20 Crore [15% (Fifteen Percent) of estimated cost of the package(s)/works]**.

*Note: Liquid Assets and Credit facilities (Un-Utilized) are applicable independently for each package irrespective of the no. of packages in which bidder has participated.*

*Table-Fin – 2*  
(Name of Bidder)

*Liquid Assets and Un-Utilised Credit Facility Schedule*

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

Grand Total: Total Liquid Assets + Total Un-Utilised  
Credit Facility.

**Note:**

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

**(xvi) PART-II, SECTION-VII, SCHEDULE-III in XLS format, CHECK LIST**

PART-II, SECTION-VII, SCHEDULE-III in XLS format, CHECK LIST is modified as follows;

**SCHEDULE-III in XLS Format**

*(ATTACHMENT TO BID PROPOSAL SHEET AND KEYED-IN SCHEDULES)*

(ATTACHMENT TO BID PROPOSAL SHEET AND KEYS IN SCHEDULES)

SLDC, ODISHA POWER TRANSMISSION CORPORATION LIMITED(OPTCL)			
NAME OF THE BIDDER			
Bid Proposal No. / Date			
The following attachments (files in PDF format) and schedules in .XLS are attached to bid proposal sheetand Keyed –In (Mandatory)			
Sl. No.	Description	File name	(Indicate YES / NO)
1	Declaration form (ANNEXURE-I)	Attach 1.pdf	
2	Black listing ( ANNEXURE-II)	Attach 2.pdf	
3	Schedule of Quantity and Delivery(ANNEXURE-III)	Attach 3.pdf	
4	Abstract of price component [to accompany Part-II of this specification] (ANNEXURE-IV)	Attach 4. Pdf	
5	Schedule of prices to accompany Part-II(ANNEXURE-V)	Attach 5.pdf	
6	Bank Guarantee form for earnest money deposit(ANNEXURE-VI)	Attach 6.pdf	
7	Composite Bank Guarantee form for securitydeposit, payment, and performance without AMC (ANNEXURE-VII-A)	Attach 7a.pdf	



8	Composite Bank Guarantee form for security deposit, payment, and performance for AMC (ANNEXURE-VII-B)	Attach 7b.pdf	
9	Chart showing particulars of E.M.D. (ANNEXURE-VIII)	Attach 8.pdf	
10	Data on Experience. (ANNEXURE-IX)	Attach 9.pdf	
11	Schedule of spare parts. (ANNEXURE-X)	Attach 10.pdf	
12	Schedule of Installations (ANNEXURE-XI)	Attach 11.pdf	
13	Schedule of deviations (Technical) (ANNEXURE-XII A)	Attach 12.pdf	
14	Schedule of deviations (Commercial) (ANNEXURE-XII B)	Attach 13.pdf	
15	Litigation /Arbitration (ANNEXURE-XIII)	Attach 14.pdf	
16	Delivery Schedule (ANNEXURE-XIV)	Attach 15.pdf	
17	Change Request Format (ANNEXURE-XV)	Attach 16.pdf	
18	Bank Certificate ( ANNEXURE-XVI)	Attach 17.pdf	
19	Abstract of GTCC (ANNEXURE-XVII)	Attach 18.pdf	
20	Reverse Auction Process Compliance Form ( ANNEXURE-XVIII)	Attach 19.pdf	
21	Bidders information	Schedule-I	
22	Acceptance of Important Condition of the Contract	Schedule-II	
23	Check List	Schedule-III	
24	Documents to Qualifying requirements	Schedule-IV	
25	Financial Qualification	Schedule-V	
26	Outright Rejection Criteria	Schedule-VI	
27	Documents to Accompany Bids	Schedule-VII	

- B.** The last date and time of online requisition of the bid document, submission of the bid document and opening of Techno-Commercial bid against Tender Notice No-SLDC-03/2023-24 are rescheduled as below.

SL.NO	DESCRIPTION	EXISTING SCHEDULE	REVISED SCHEDULE
1	Online request of Tender document at <a href="http://www.tenderwizard.com/OPTCL">www.tenderwizard.com/OPTCL</a>	Up to dt: 08-02-2024 (12.30 Hrs)	Up to dt: 22-02-2024 (12.30 Hrs)
2	Last date & time of online submission of bid document	Date: 08-02-2024 (16.30 Hrs)	Date: 22-02-2024 (16.30 Hrs)
3	Date & time of online opening of Techno- Commercial bid	Date: 08-02-2024 (17.00 Hrs)	Date: 22-02-2024 (17.00 Hrs)

- C.** Reply of SLDC to the queries raised by the bidders is annexed herewith for information.

**SD/-**

S.no	Clause No.	PDF Page	Provision of Bidding Documents	Bidder's Query	Purchaser's Reply
1	GCC 19	44	B.G. TOWARDS SECURITY DEPOSIT, 100% PAYMENT AND PERFORMANCE GUARANTEE	<p>Please amend the clause as below:</p> <p>"The successful bidder shall have to submit the performance guarantee in the form of Bank Guarantee worth 10% of the total contract value (end cost) excluding the AMC cost. The Performance Bank Guarantee will be return on successful commissioning &amp; issuance of TOC including material reconciliation.</p> <p>Separate BGs of 10% of AMC contract shall be provided on commencement of warranty of one year and AMC period of 5 years."</p>	Modification done refer, CORRIGENDUM – IV to TENDER NOTICE NO. SLDC-03/2023-24
2	GCC 22 (i)	46	PRICE REDUCTION SCHEDULE FOR DELAY IN COMPLETION OF SUPPLY UNDER PURCHASE ORDER/CONTRACT	<p>Kindly add the below point:</p> <p>"Liquidated damages shall be the sole remedy."</p>	Price reduction is the sole remedy in case delay in completion of supply and service.
3	GCC 22 (ii)	47	LD during guarantee period: 0.5%/ week of Taxable Value. Max: 10% of Purchase Order except GST	Request OPTCL to change the MAX LD to 5% of the underlivered works.	As per Tender Specification
4	GCC 54	67	LIMITATION OF LIABILITIES	<p>Please amend the clause as below:</p> <p>"26.1 Except in cases of gross negligence or willful misconduct,</p> <p>(a) the Contractor and the Employer shall not be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and</p> <p>(b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.</p>	As per Tender Specification
5	GCC 18 (iii)	43	GUARANTEE & LIABILITY	Please delete clause 18 (iii)	As per Tender Specification
6	GCC 21	44	PAYMENT TERMS AND CONDITIONS	<p>Please add below to the existing clause:</p> <p>"In the event of payments not made by purchaser within 30 days, an interest @18%p.a. shall be levied on balance invoices to be paid."</p>	As per Tender Specification
7	GCC 24	47	PAYMENT DUE FROM THE SUPPLIER	<p>Please amend the clause as below</p> <p>"Payments to be dedcuted from this Contract only."</p>	As per Tender Specification
8	GCC 39	59	SUB-CONTRACTING	<p>We understand the language under this clause means that Assignment of works is not Allowed. Further please add the below clause which is in line with OPTCL STAMC Order.</p> <p>" Neither the Employer nor the Contractor shall, without the express prior written consent of the other party (which consent shall not be unreasonably withheld), assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder. "</p>	As per Tender Specification
9	GCC 45	64	CORRESPONDENCES	Please include emails, fax, etc.	CORRIGENDUM – IV to TENDER NOTICE NO. SLDC-03/2023-24

10	GCC 14.0 (iii)	41	DISPATCH INSTRUCTIONS	<p>Please delete the clause and amend it as below:</p> <p>" 11.1 The copyright in all drawings, documents and other materials containing data and information furnished to the Employer by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Employer directly or through the Contractor by any third party, including supplies of materials, the copyright in such materials shall remain vested in such third party.</p> <p>The Employer shall however be free to reproduce all drawings, documents and other material furnished to the Employer for the purpose of the Contract including, if required, for operation and maintenance.</p> <p>11.2 The copyright in all drawings, documents and other materials containing data and information furnished to the Contractor by the Employer herein shall remain vested in the Employer.</p>	As per Tender Specification
11	New Clause to be added		Assignment	<p>Please add the below clause:</p> <p>"Neither the Employer nor the Contractor shall, without the express prior written consent of the other party (which consent shall not be unreasonably withheld), assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder.</p>	Suggestion is not accepted
12	GCC 14.0 (iv, v)	41	<p>iv. The contractor has to keep all materials in safe custody and transport to the respective sites and will be fully responsible for any damage to or loss of all materials at any stage during transportation or erection till successfully commissioning and performing SAT.</p> <p>v. The Contractor has to open site store and ensure for safe custody of all the stored materials at his own cost.</p>	Please exclude site store from contractor Scope. Request OPTCL to provide proper storage space.	Storage space may be provided on request subject to availability.
13	GCC 23	47	INSURANCE	Please clarify what are the different insurances to be considered.	As per Technical Specification
14	GCC 30.3	50	E-REVERSE AUCTION PROCEDURE	Please exclude Reverse Auction from the tender.	As per Technical Specification
15	ITB 24	30	SUSPENSION OF WORK	<p>Please include below point with the existing clause:</p> <p>"Contractor reserves the right to suspend the works in following cases:</p> <p>1. Payment is delayed for more than 30 days from date of Invoice.</p> <p>2. Input form Engineer is delayed &gt;30 days</p>	As per Technical Specification
16	ITB 22 /GCC 15	29	TERMINATION OF CONTRACT ON SLDC, OPTCL'S INITIATIVE	<p>Please include below point with the existing clause:</p> <p>"Contractor shall be entitled for any and/or all cost incurred due to Termination for convenience by Employer."</p> <p>Contractor shall be entitled to terminate the works in following cases:</p> <p>1. Payment is delayed for more than 60 days from date of Invoice.</p> <p>2. Input form Engineer is delayed &gt;45 days"</p>	As per Technical Specification
17	ITB 5	21	PURCHASER'S RIGHT REGARDING ALTERATION OF QUANTITIES TENDERED	Please revise the capping of variation to +/- 5% of BOQ.	CORRIGENDUM – II to TENDER NOTICE NO. SLDC-03/2023-24

18	New Clause to be added		Enviornmental, Health & Safety	<p>Please add the below clause:</p> <p>"Use of Nuclear, other hazardous material should be prohibited. Contractor is not responsible for Purchaser's pre-existing contamination or for disposing of any hazardous materials or regulated waste, even if generated by contractor Also contractor is not responsible for abating or handling asbestos, lead, arsenic, PCBs, Mercury</p>	Suggestion is not accepted
19	New Clause to be added		Delay & Extra Cost	<p>Please add the below clause:</p> <p>In the event of delay on account of Purchaser or its subcontractors, suitable time and cost shall be granted to Contractor.</p>	Suggestion is not accepted
20	New Clause to be added		Softwares License	<p>Please add the below clause:</p> <p>Software Licenses will be governed by the Contractor /Third-Parties SLAs.</p>	Suggestion is not accepted
21	New Clause to be added		Use of System/Part of System	<p>Please add the below clause:</p> <p>The Customer shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Customer has issued a Taking-Over Certificate for this part. However, if the Customer does use any part of the Works before the Taking-Over Certificate is issued:</p> <p>(a) the part which is used shall be deemed to have been taken over as from the date on which it is used,</p> <p>(b) the Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Customer , and</p> <p>(c) if requested by the Contractor, the Customer shall issue a Taking-Over Certificate for this part.</p>	Suggestion is not accepted
22	New Clause to be added		Transfer of Title	<p>Please add the below clause:</p> <p>Transfer of title shall be from the date of delivery.</p>	Suggestion is not accepted
23	New Clause to be added		Priority of Documents	<p>Please add the below clause:</p> <p>Following shall be order of precedence of documents</p> <ol style="list-style-type: none"> <li>1. Contract Agreement (CA) &amp; supporting Annexures.</li> <li>2. Letter of Award (LOA)</li> <li>3. MOM for Kickoff meeting</li> <li>4. Special Condition of Contract(SCC)</li> <li>5. General Condition of Contract (GCC)</li> <li>6. Technical Specifications (TS)</li> </ol>	Suggestion is not accepted
24	New Clause to be added		Customer's Obligations	<p>Please add the below clause:</p> <p>Please specify OPTCL /Purchaser scope of work.</p>	Suggestion is not accepted
25	New Clause to be added		Arbitration /Dispute Resolution	<p>Please add the below clause:</p> <p>In the event of dipsute between parties, both parties should look for amicable resolution. In case there is no amicable resoulution, any party may refer the matter to Arbitration (03 arbitrators) as per rules of Arbitration and Conciliation Act, 1996 an its amedment thereof.</p>	Suggestion is not accepted
26	New Clause to be added		Change in Laws	<p>Please add the below clause:</p> <p>In case of change in law, suitable time and cost to be paid to contractor.</p>	Suggestion is not accepted

27	New Clause to be added		Price Variation Clause	Please add the below clause as per Annex-1	Suggestion is not accepted
28	1.0 ANNUAL MAINTENANCE CONTRACT (AMC)	239	2. The period of maintenance support shall be the one-year Warranty (Defect Liability)period commencing from Operational Acceptance and five-year Maintenance period thereafter. The SLDC-OPTCL may extend the duration of maintenance period for up to 2 years based on the same rates in the contract and at the same terms and conditions.	Please amend the clause as below: "2. The period of maintenance support shall be the one-year Warranty (Defect Liability)period commencing from Operational Acceptance and five-year Maintenance period thereafter. The SLDC-OPTCL may extend the duration of maintenance period for up to 2 years as per mutually agreed rates, terms and conditions.	As per Technical Specification

#### 40.1 GENERAL INFORMATION

i. "The Bidder" means any eligible FIRM or COMPANY registered under Company act 1956 (Amended in 2013) or Limited Liability Partnership (LLP) registered under the LLP Act, 2008 and should have been in operation in India, whose primary business is software development and implementation and must have relevant experience in Data Centre Hardware and software installation as on the date of bid opening and will have their registered offices in India.

ii. Bidders to furnish Self-attested copies of work orders with successful completion certificate from the user to prove the following in full shape,

The Bidder or its parent company shall have developed commissioned and running of at least two projects in RLDC / NLDC / Grid India / RPC / STU / CTU/ SLDC with minimum cumulative project cost INR 10 Cr (with GST) in India in which installation of PMU.

Modification done refer, CORRIGENDUM – IV to  
TENDER NOTICE NO. SLDC-03/2023-24

ODISHA POWER TRANSMISSION CORPORATION LTD.



installation of control Centre hardware, data received and handled at Control Centre PDC with data archiving and visualization software for system operator/utility successfully in the last five (5) years ending the date of submission of bid and handled at Control Centre PDC with data archiving and visualization software for system operator/utility successfully

iii. The Bidders should have CMMI – Level III maturity at the time of participation in the tender and the appraisal document and certificate will be enclosed with the bid.

iv. Bidders shall have a valid ISO 9001:2000 or above and ISO 27001.

v. Bidders must provide third party Safety Certification ("S" mark) Scheme of electronic sector promoted by STQC certification services, Standardization Testing and Quality Certification directorate, Ministry of Electronics and Information Technology, Govt. of India.

Sr No	Tender Clauses	Amendment proposed	Purchaser's Reply
1	40.1 GENERAL INFORMATION		
1	i. "The Bidder" means any eligible FIRM or COMPANY registered under Company act 1956 (Amended in 2013) or Limited Liability Partnership (LLP) registered under the LLP Act, 2008 and should have been in operation in India, whose primary business is software development and implementation and must have relevant experience in Data Centre Hardware and software installation as on the date of bid opening and will have their registered offices in India.	i. "The Bidder" means any eligible FIRM or COMPANY registered under Company act 1956 (Amended in 2013) or Limited Liability Partnership (LLP) registered under the LLP Act, 2008 and should have been in operation in India, whose primary business is <b>Grid Automation and communication</b> /software development and implementation and must have relevant experience in Data Centre Hardware and software installation as on the date of bid opening and will have their registered offices in India.	Modification done please ,refer CORRIGENDUM – IV to TENDER NOTICE NO. SLDC-03/2023-24
2	Bidders to furnish Self-attested copies of work orders with successful completion certificate from the user to prove the	Bidders to furnish Self-attested copies of work orders with <del>OR</del> s successful completion certificate from the user to prove the fol	Modification done please refer CORRIGENDUM – IV to TENDER NOTICE NO. SLDC-03/2023-24
3	The Bidders should have CMMI – Level III maturity at the time of participation in the tender and the appraisal document and certificate will be enclosed with the bid.	The Bidders should have CMMI – Level III maturity at the time of participation in the tender and the appraisal document and certificate will be enclosed with the bid. <b>OR</b>	Modification done please, refer CORRIGENDUM – IV to TENDER NOTICE NO. SLDC-03/2023-24
4	Bidders shall have a valid ISO 9001:2000 or above and ISO 27001.	valid ISO 9001:2000 or above and ISO 27001.	Modification done please, refer CORRIGENDUM – IV to TENDER NOTICE NO. SLDC-03/2023-24
5	Bidders must provide third party Safety Certification ("S" mark) Scheme of electronic sector promoted by STQC certification services, Standardization Testing and Quality Certification directorate, Ministry of Electronics and Information Technology, Govt. of India.	NOT APPLICABLE FOR PMU <del>Bidders must provide third party Safety Certification ("S" mark) Scheme of electronic sector promoted by STQC certification services, Standardization Testing and Quality Certification directorate, Ministry of Electronics and Information Technology, Govt. of India.</del>	Modification done please, refer CORRIGENDUM – IV to TENDER NOTICE NO. SLDC-03/2023-24
6	Section-II,40.1.1: CODES, STANDARDS & REGULATIONS: The design, manufacture, erection and testing of the equipment and material to be supplied shall comply with latest revisions of relevant Indian Standards or equivalent IEC, IEEE standards.	No Change	
7	Section-II, 40.1.2: MAJOR DOCUMENTS & DRAWINGS REQUIRED FOR APPROVAL: All the drawings are to be submitted by the successful bidder and got approved from SLDC before execution.	No Change	
8	Section-II, 40.2(iii): There shall be at least one SCADA/WAMS system developed by bidder or its parent company which handles the data from RTU/PMU with visualization should be in service for minimum one year from the date of technical bid opening.	Section-II, 40.2(iii): There shall be at least one SCADA/WAMS system developed by bidder or its parent company which handles the data from RTU/PMU with visualization should be in service for minimum one year <del>from the date of technical bid opening.</del>	Modification done please refer CORRIGENDUM – IV to TENDER NOTICE NO. SLDC-03/2023-24

9	Section-II,40.2(iv): The bidder should have full-fledged set-up in India with necessary infrastructure, resources and capacity of approximately 30 (Thirty) trained technical persons to deliver the Project and sales service thereafter the support paper to demonstrate this qualifying requirement must be furnished with bid.	No Change	
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