



ODISHA POWER TRANSMISSION CORPORATION LTD

OFFICE OF THE SENIOR GENERAL MANAGER,

CENTRAL PROCUREMENT CELL,

JANPATH, BHUBANESWAR - 751022

TENDER SPECIFICATION

**SR.GM-CPC-e TENDER-Telecom–Battery-14/2016-17
(e-tendering mode only)**

FOR

**PROCUREMENT OF 4 SETS OF 48 VOLT 800AH PLANTE' TYPE LEAD
ACID STATIONARY BATTERY**

**Request for online tender documents : From Dt.22.06.2016(10.00 Hrs): Up to
Dt.11.07.2016(13.00 Hr.)**

Last date of submission of online tender : Dt.12.07.2016 (13.00 Hr.)

Date of opening of Tender : Dt.13.07.2016 (15.00 Hr.)

ODISHA POWER TRANSMISSION CORPORATION LTD.
REGD. OFFICE: JANPATH, BHUBANESWAR – 751 022,
ODISHA

e-TENDER NOTICE NO. CPC-14 / 2016-17

For and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD, Sr.G.M. [C.P.C.] invites Tenders from reputed manufacturers in two part bidding system for supply of 48 volt 800AH Plante' type lead acid stationary battery. The interested bidders would be required to enroll themselves on the tender portal www.tenderwizard.com/OPTCL . Complete set of bidding documents are available at www.tenderwizard.com/OPTCL from ***Dt.22.06.2016 (10.00 Hrs) - Up to Dt.11.07.2016 (13.00 Hrs)***. Interested bidders may visit OPTCL's official web site <http://www.optcl.co.in> and www.tenderwizard.com/OPTCL for detail specification.

N.B:- All subsequent addendums/corrigendum to the tender shall be hosted in www.tenderwizard.com/OPTCL only.

SENIOR GENERAL MANAGER [C.P.C.]

NOTICE INVITING TENDER
ODISHA POWER TRANSMISSION CORPORATION LTD.,
REGD. OFFICE: JANPATH, Bhubaneswar.

e-TENDER NOTICE NO- CPC- 14 /2016-17

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

Sl. No	Tender Specification No.	Description of equipment/ materials	Qty In Nos.	Delivery schedule.	Earnest Money Deposit (In Rs.)	Cost of Tender Spec. document (in Rs.)	Last date of receipt & opening of tender
1.	Sr. GM-CPC-Tender-Telecom-Battery 14/2016-17	48 volt 800 AH plante' type lead acid stationary battery.	04 set	(As per Annexure- III of technical specification)	63,400/-	10,000/- + 500/- (VAT)	Dt.12.07. 2016 (13.00 Hr.) Dt.13.07. 2016 (15.00 Hr.)

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

The bidders who want to submit bid shall have to pay Rs. 10,500/- (Rupees Ten thousand five hundred only- nonrefundable including VAT @ 5%) towards the tender cost, in the form of Demand draft/Cash only, drawn in favour of the D.D.O Head qrs, OPTCL, Bhubaneswar.

The bidders shall have to pay nonrefundable amount of Rs. 5750/- (Rupees Five thousand seven hundred fifty only) towards the tender processing fee to K.S.E.D.C.Ltd, in e-payment mode. The e-payment of above amount is to be made to enable the bidder to download the bid proposal sheets and bid document in electronic mode.

The bidders shall scan the Demand Draft/Pay order/ Bank guarantee, towards EMD/ Notarised hard copy of valid registration as local MSE(if any) and upload the same in the prescribed form in .gif or .jpg format in addition to submission of the originals on or before the last date of submission of tender.

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

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

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

SENIOR GENERAL MANAGER

CENTRAL PROCUREMENT CELL

2016-17

ODISHA POWER TRANSMISSION CORPORATION LTD.

OFFICE OF THE SR. GENERAL MANAGER

CENTRAL PROCUREMENT CELL

FAX NO.:0674 – 2542964

TELEPHONE NO.:0674 – 2541801

JANAPATH, BHUBANESWAR – 751022

TENDER SPECIFICATION NO.Sr.GM-CPC-e-TENDER-Telecom-Battery-14 / 2016-17

CONTAINING

PART – I

SECTION – I : INSTRUCTION TO TENDERERS

**SECTION – II : GENERAL TERMS AND CONDITIONS OF
CONTRACT (G.T.C.C.)**

SECTION – III : LIST OF ANNEXURES

SECTION – IV : TECHNICAL SPECIFICATION

PART – II PRICE BID.

PART – I.

SECTION – I.
INSTRUCTIONS TO TENDERERS

<u>Clause.</u>	<u>Title.</u>	<u>Page.</u>
1.	Submission of Bids.	02
2.	Division of Specification.	02
3.	Tenders shall be in two parts.	
4.	Opening of Bids .	03
5.	Purchaser’s right regarding alteration in Quantities, Tendered.	04
6.	Procedure and opening time of tenders.	04
7.	Bidder’s liberty to deviate from specification.	
8.	Eligibility for submission of bids.	04
9.	Purchaser’s right to accept/reject bids.	10
10.	Mode of submission of tenders.	10
11.	Earnest money deposit.	10
12.	Validity of the bids.	11
13.	Price.	11
14.	Revision of Tender Price by Bidders.	11
15.	Tenderers to be fully conversant with the clauses of the Specification.	11
16.	Documents to accompany Bids.	11
17.	Documents/Papers to Accompany PART – II Bid.	12
18.	Conditional Offer.	12
19.	General.	12
20.	Expenses in respect of OPTCL’s representative for witnessing the inspection & testing of the offered equipment/materials at the inspection and testing site.	14
21.	Litigation/Arbitration	15

COMMERCIAL SPECIFICATION.

PART-I

SECTION-I

INSTRUCTIONS TO TENDERER

1. Submission of Bids: -

The bidder shall submit the bid in Electronic Mode only i.e. www.tenderwizard.com/OPTCL. The bidder must ensure that the bids are received in the specified website of the OPTCL by the date and time indicated in the Tender notice. Bids submitted by telex/telegram will not be accepted. No request from any bidder to the OPTCL to collect the Bids in physical form will be entertained by the OPTCL.

The OPTCL reserves the right to reject any bid, which is not deposited according to the instruction, stipulated above. The participants to the tender should be registered under ODISHA Sales Tax, Act, VAT Act / Central sales Tax Act.

1. For all the users it is mandatory to procure the Digital Signatures.
2. Contractors / Vendors / Bidders / Suppliers are requested to follow the below steps for **Registration**:
 - a. Click “Register”, fill the online registration form.
 - b. Pay the amount of Rs. 2300/- in the form of e-payment/ on line payment.
(Note: For tender processing fee to K.S.E.D.C. Ltd, Bangalore, the bidder can use various modes of e-payment facility available through Tender wizard portal, i.e. by Credit card, Debit card, Net Banking).Send the acknowledgment copy for verification.
 - c. As soon as the verification is being done the e-tender user id will be enabled.
3. After viewing Tender Notification, if bidder intends to participate in tender, he has to use his e-tendering User Id and Password which has been received after registration and acquisition of DSCs.
4. If any Bidder wants to participate in the tender he will have to follow the instructions given below:
 - a. Insert the PKI (which consist of your Digital Signature Certificate) in your System.
(Note: Make sure that necessary software of PKI be installed in your system).
 - b. Click / Double Click to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer).
 - c. Go to Start > Programs > Internet Explorer.

- d. Type **www.tenderwizard.com/OPTCL** in the address bar, to access the Login Screen.
 - e. Enter e-tender User Id and Password, click on “Go”.
 - f. Click on “Click here to login” for selecting the Digital Signature Certificate.
 - g. Select the Certificate and enter DSC Password.
 - h. Re-enter the e-Procurement User Id Password
5. To make an request for Tender Document Bidders will have to follow below mentioned steps.
 - Click “Un Applied” to view / apply for new tenders.
 - Click on Request icon for online request.
 6. After making the request Bidders will receive the Tender Documents which can be checked and downloaded by following the below steps:
 - Click to view the tender documents which are received by the user.
 - Tender document screen appears.
 - Click “Click here to download” to download the documents.
 7. After completing all the formalities Bidders will have to submit the tender and they must take care of following instructions.
 - Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not.
 - Note down / take a print of bid control number once it displayed on the screen
 8. Tender Opening event can be viewed online.
 9. Competitors bid sheets are available in the website for all.
 10. **For any e-tendering assistant contact help desk number mentioned below.**
 - Bangalore – 080- 40482000.

The participants to the tender should be registered under ODISHA Sales Tax, Act,VAT Act/Central sales Tax Act.

2. Division of Specification.

The specification is mainly divided into two parts viz. Part-I & Part-II.

Part-I Consists of

- | | |
|-------------------|---|
| [i] Section-I | Instruction to Tenderers. |
| [ii] Section-II | General Terms & conditions of contract. |
| [iii] Section-III | Schedules and forms etc. |
| [iv] Section-IV | Technical Specification. |

Part-II Consists of

[i] Abstract of price components as per Annexure-IV

[ii] Schedule of prices as per Annexure-V

3. Tenders shall be in Two Parts.

The Tenderers are required to submit the tenders in two parts viz. Part-I (Techno commercial) & Part-II (Price bid).

4. Opening of Bids.

[a] The part-I shall be opened on the date and time fixed by the OPTCL for opening of bids in Electronic mode in presence of such of the Tenderers or their authorized representatives [limited to one person only] on the due date of opening of tender who opt remain present. After scrutiny of the technical particulars and other commercial terms, clarifications, if required, shall be sought for from the bidders. The Tenderers shall be allowed 15 days' time for such activity.

[b] On receipt of technical clarification, the bids shall be reviewed, evaluated and those not in conformity with the technical Specification / qualifying experience, shall be rejected. If any of the technical proposal requires modification to make them comparable, discussion will be held with the participating bidders.

All the responsive bidders shall be given opportunity to submit the revised technical and revised price proposals as a follow up to the clarification (modification if any) on the technical proposals. The qualified bidders shall be given opportunity to submit revised price proposals within 15 days from the date of such discussion or within time frame mutually agreed, whichever is earlier.

[c] When the revised price proposals are received, only the revised technical and price proposals will be considered for bid evaluation. The price bids [Part-II] of such of the Tenderers, whose tenders have been found to be technically and commercially acceptable, including those supplementary revised price bids, submitted subsequently, shall be opened electronically on a date and time which will be intimated to all technically and commercially acceptable Tenderers.

[d] The bidders are required to furnish sufficient information to the Purchaser to establish their qualification, capacity to manufacture and/or supply the materials/perform the work. Such information shall include details of bidder's experience, its financial, managerial and technical capabilities.

[e] The bidders are also required to furnish details of availability of appropriate technical staff and capability to perform after sales services. The above information shall be

considered during scrutiny and evaluation of bids and any bid which does not satisfactorily meet these requirements, shall not be considered for price bid evaluation.

[f] The price bids of the technically and otherwise acceptable bids shall only be evaluated as per the norms applicable in terms of this Specification.

5. Purchaser's Right Regarding Alteration of Quantities Tendered.

The Purchaser may alter the quantities of materials/equipment at the time of placing orders. Initially the purchaser may place orders for lesser quantity with full freedom to place extension orders for further quantity under similar terms and conditions of the original orders. Orders may also be split among more than one tenderer for any particular item, if considered necessary in the interest of the Purchaser to get the goods/equipment earlier.

6. Procedure and opening time of tenders.

Tenders will be opened in the office of the Senior General Manager [C.P.C.] on the specified date and time in presence of the Tenderers or their authorized representatives [limited to one person only] in case of each bidder who may desire to be present, at the time of opening the bids.

7. Bidder's Liberty to deviate from Specification.

The Tenderer may deviate from the specification while quoting, if in his opinion, such deviation is in line with the manufacturer's standard practice and conducive to a better and more economical offer. All such deviations should however be clearly indicated giving full justifications for such deviation. [Read with Clause-9, Section-II of the Specification].

8. Eligibility for submission of bids.

Only those manufacturers who have deposited the cost of tender specification are eligible to participate in the tender. They should submit the money receipt as a proof of such payment. The local (Odisha based) Micro and small Enterprises(MSEs) registered with respective DICs, Khadi, Village, Cottage & Handicrafts Industries, OSIC and NSIC(Registered in Odisha) can participate without payment of the cost of tender specification

9. Purchaser's right to accept/reject bids:

The purchaser reserves the right to reject any or all the tenders without assigning any reasons what so ever if it is in the interest of OPTCL, under the existing circumstances. [Read with clause-10, Section-II of the specification].

10. Mode of submission of Tenders.

[A] Tenders shall be submitted in electronic mode only. (www.tenderwizard.com/OPTCL)

[B] Telegraphic or FAX tenders shall not be accepted under any circumstances.

11. Earnest money deposit:

The tender shall be accompanied by Earnest Money deposit of value specified in the notice inviting tenders against each lot / bid. Tenders without the required EMD as indicated at **Annexure-VIII** will be rejected outrightly

The local Micro and small Enterprises(MSEs) registered with respective DICs, Khadi, Village, Cottage & Handicrafts Industries, OSIC and NSIC can participate by submitting Earnest Money Deposit @ fifty percent of the amount indicated in the Notice Inviting Tender.

The earnest money deposit shall be furnished in one of the following forms subject to the conditions mentioned below:

- (a) **Cash:-** Payable to drawing & disbursing Officer, OPTCL (Hd.qrs. Office), Bhubaneswar - 751022
- (b) **Bank Draft:** -To be drawn in favour of Drawing & Disbursing Officer, OPTCL [H.Qrs.Office], Bhubaneswar-751 022.
- (c) Bank Guarantee from any Nationalized/Scheduled Bank strictly as per enclosed proforma vide **Annexure-VI** to be executed on non-judicial stamp paper worth Rs.29.00 or as applicable, as per prevailing laws in force and also to be accompanied by the confirmation letter of the issuing Bank Branch.

NOTE:

- (i). The validity of the EMD in the form of Bank Guarantee shall be at least for 240 days from the date of opening of tender failing which the tender will be liable for rejection.
- (ii) No interest shall be paid on the Earnest Money Deposit.
- (iii) E.M.D. in shape of cash may be submitted up to Rs. 25,000/- (Rupees Twenty-five Thousand) only. Above Rs. 25,000/- (Rupees Twenty-five thousand) the Earnest Money Deposit shall be furnished in any one of the forms indicated above (i.e. Through Bank Draft, Bank Guarantee/ National Savings Certificate).
- (iv) No adjustment towards EMD shall be permitted against any outstanding amount with the **ODISHA POWER TRANSMISSION CORPORATION LTD.**
- (v) The chart showing particulars of EMD to be furnished by Tenderers of different categories is placed at **Annexure-VIII.**
- (vi) In the case of un- successful tenderer, the EMD will be refunded after the tender is decided. In the case of successful Tenderer, this will be refunded only after furnishing of security money referred to at clause-19of Section-II.
- (vii) Suits, if any, arising out of this clause shall be filed in a Court of law to which the jurisdiction of High Court of ODISHA extends.
- (vii) EMD will be forfeited if the tenderer fails to accept the letter of intent and/or purchase order issued in his favour or to execute the order, placed on them.
- (viii) Tenders not accompanied by Earnest Money shall be disqualified.

12. Validity of the Bids: -

The tenders should be kept valid for a period of **180** days from the date of opening of the tender, failing which the tenders will be rejected.

13. PRICE: -

Tenderers are requested to quote-'FIRM' Price. No deviation from **FIRM PRICE** will be entertained irrespective of deviation clause No.7 of this part of the specification.

14. Revision of tender price by Bidders: -

[a] After opening of tenders and within the validity of period, no reduction or enhancement in price will be entertained. If there is any change in price, the tender shall stand rejected and the EMD deposited shall be forfeited.

[b] After opening of price bid if the validity period is not sufficient to place purchase order, the tenderer may be asked by the purchaser to extend the validity period of the bid under the same terms and condition as per the original tender.

However, the tender are free to change any or all conditions including price except delivery period of their bids at their own risk, if they are asked by the purchaser to extend the validity period of the bid prior to opening of price bid.

15. Tenderers to be fully conversant with the clauses of the Specification: -

Tenderers are expected to be fully conversant with the meaning of all the clauses of the specification before submitting their tenders. In case of doubt regarding the meaning of any clause, the tenderer may seek clarification in writing from the Senior General Manager (Central Procurement Cell) OPTCL. This, however, does not entitle the Tenderer to ask for time beyond due date, fixed for receipt of tender.

16. Documents to Accompany Bids.

Tenderers are required to submit tenders in the following manner:

Part-I of the Tender shall Contain the following documents.

- [i] Declaration Form. [As per Annexure-I]
- [ii] Earnest Money. [As per **Annexure-VIII**], Tender Cost
- [iii] Technical specification and Guaranteed Technical Particulars conforming to the Purchaser's Specification along with drawings, literatures and all other required Annexures, duly filled in.
- [iv] Photostat copies of type test certificates of materials/equipment offered as stipulated in the Technical Specification.
- [v] Abstract of Terms & conditions in prescribed proforma as per **Annexure-II**.
- [vi] General Terms & Conditions of supply offer as per Section-II of the Specification.
- [vii] List of orders executed for similar materials/equipment during preceding 2 (two) years indicating the customer's name, Purchase Order No. & Date, date of supply and date of commissioning etc.
- [viii] Data on past experience **as per Clause-7 of Section-II** of the Specification.

- [ix] Sales tax clearance certificate for the previous year. The permanent account number [PAN] of the firm is required under Income tax Act.
- [x] Audited Balance sheet & profit loss accounts of the bidder, for past (3) three years.
- [xi] Schedule of quantity and delivery in the prescribed Proforma vide Annexure, as appended.
- [xii] List of Orders in hand to be executed.
- [xiii] Deviation schedule.
- [xiv] Notarized hard copy and soft copy of valid registration as local MSE (if any).
- [xv] Scanned copy of the affidavit as per the clause no 21 of ITB

17. Documents/Papers to accompany Part-II Bid.

- (a) Part – II of the tender shall consist of the following
 - (i) Abstract of Price Component, as per Annexure-IV
 - (ii) Schedule of prices in the prescribed proforma as per Annexure-V

18. Conditional Offer:

Conditional offer shall not be accepted.

19. General: -

- (i) In the event of discrepancy or arithmetical error in the schedule of price, the decision of the purchaser shall be final and binding on the Tenderer.
- (ii) For evaluation, the price mentioned in words shall be taken if there is any difference in figures and words in the price bid.
- (iii) Notice inviting tender shall form part of this specification.
- (iv) The price bids of the technically and otherwise acceptable bids shall only be evaluated. The EMD of others, if any, shall be returned to the bidders.
- (v) Tenderer can offer any lot or all the lots of the tender, if there are more than one lots. But the tender (bid) must be furnished separately for each lot. For each lot, the tenderer has to submit PART-I & PART-II of the bids separately.
- (vi) It should be distinctly understood that the part-II of the bid shall contain only details/documents relating to price, as outlined in clause-17 mentioned herein above. Inclusion of any of the documents/information etc. shall render the bid liable for rejection.

20.0 *Expenses in respect of OPTCL's representative for witnessing the inspection & testing of the offered equipment/materials at the inspection and testing site.*

The testing and inspection of the equipment/ materials at manufacturer works are in the scope of work of the Contractor/Supplier.

OPTCL inspecting officer, on receipt of offer for inspection from the contractor/supplier, proceeds to the manufacturer works to witness the Type/Acceptance/Routine test.

Important:

It is hereby informed to all the bidders that the relevant clauses of the contract specification, pertaining to inspection and testing of equipment/materials, are hereby supplemented with following additional terms and conditions.

The expenses under the following heads, in respect of OPTCL's representative for witnessing the inspection & testing of the offered equipment/materials at the inspection and testing site, shall be borne by the contractor / supplier.

a) Hotel Accommodation:

I. Single room accommodation in 4 star hotel for the OPTCL inspecting officer of the rank of Assistant General Manager (Grade E-6) and above.

II. Single room accommodation in 3 star hotel for the OPTCL inspecting officer of the rank below Assistant General Manager (Grade E-6).

N.B.: *It is the responsibility of the contractor to arrange the hotel accommodation matching with their inspection and testing schedule, so that the inspecting officer can check-in the hotel one day prior to the date of inspection and check out after the completion of the inspection, subject to availability of the return travel ticket. In case of extended duration of inspection or non-availability of the return travel ticket, Contractor/supplier/manufacturer shall arrange for the extended stay of the inspecting officer in the Hotel accordingly. In case there is no hotel with prescribed standard in and around the place of inspection, the contractor/supplier/manufacturer shall suggest alternative suitable arrangement at the time of offer for inspection, which is subjected to acceptability of OPTCL inspecting officer.*

b) Journey of the inspecting officer:

(i) To and fro travel expenditure from the Head Quarters of the inspecting officer to the place of inspection/testing shall be borne by the contractor/supplier/manufacturer. Journey from the Head Quarters of the inspecting officer to the nearest Air Port by train (1st/Ind A.C) & A/C Taxi then by Air to the place of inspection/testing or to the nearest place of inspection/testing and then by train (1st/Ind A.C) & A/C taxi to the place of inspection/testing shall be arranged by the contractor/supplier/manufacturer.

(ii) For train journey, inspecting officer of the rank Assistant General Manager and above shall be provided with 1st class AC ticket and inspecting officer below the rank of Assistant General Manager shall be provided with 2nd class AC ticket.

(iii) The Air-ticket / train-ticket booking/cancellation is the responsibility of the contractor / supplier.

(iv) Moreover, if during the journey there is an unavoidable necessity for intermediate travel by road/ waterway/sea-route, the contractor/supplier shall provide suitable conveyance to the inspecting officer for travel this stretch of journey or bear the cost towards this. Any such possibilities shall be duly intimated to OPTCL at the time of their offer for inspection.

c) Local Conveyance:

At the place of the inspection/testing, for local journey of the inspecting officer between Hotel and inspection/testing site and or any other places, Air-conditioned four wheeler vehicle in good condition shall be provided by the contractor/supplier/manufacturer.

d) Following points are also to be considered:

(i) All the above expenses shall be deemed to be included in the bidder's quoted price for that supply item. Bidder shall not be eligible to raise any extra claim in this regard.

(ii) Contractor/supplier/manufacturer may assume that only in 40% of the inspection and testing offer cases, OPTCL inspecting officer, not below the rank of Assistant General Manager will witness the inspection and testing.

(iii) In case of inspection and testing of some critical equipment/materials like Power transformers, OPTCL may depute more than one inspecting officer. (iv) Contractor/supplier/manufacturer shall

judiciously plan the inspection/testing schedule and place of inspection/testing, so that optimum number of inspection/testing and minimum time shall be required to cover all the equipment/materials of the relevant contract package.

(v) It shall be the responsibility of the Contractor/Supplier to organize the above tour related matters of OPTCL inspecting officer including the matters related to overseas inspection/testing, if any.

21. Litigation/Arbitration

(i)- Bidder has to furnish detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years. A consistent history of litigation by or against the bidder may result in rejection of bid.

(ii) The bidder should not have any pending litigation or arbitration with OPTCL with regard to any project or related activity. The bidder should certify/declare the same in unequivocal terms by way of an affidavit duly sworn before a magistrate. Bid furnished by the bidder shall not be eligible for consideration if it is not accompanied by the affidavit. Further, the bid/LOA/LOI shall liable for outright rejection/cancellation at any stage if any information contrary to the affidavit/declaration is detected.

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SECTION – II.

GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.]

<u>Clause.</u>	<u>Title.</u>	<u>Page.</u>
1.	Scope of the contract.	03
2.	Definition of terms.	03
3.	Manner of execution.	04
4.	Inspection and testing.	04
5.	Training facilities.	05
6.	Rejection of materials.	05
7.	Experience of bidders.	05
8.	Language and measures.	06
9.	Deviation from Specification.	06
10.	Right to reject/accept any tender.	06
11,	Supplier to inform himself fully.	07
12.	Patent rights etc.	07
13.	Delivery.	07
14.	Despatch Instructions.	07
15.	Supplier's Default Liability.	07
16	Force Majeure.	07
17.	Extension of Time.	08
18.	Guarantee Period.	08
19.	Bank Guarantee towards Security Deposit, Payment and Performance.	08
20.	Import License.	09
21.	Terms of Payment.	09
22.	Penalty for Delay in Completion of Contract.	20
23.	Insurance.	09
24.	Payment Due from the Supplier.	09
25.	Sales Tax clearance, Balance Sheet & P/L A/C	09
26.	Certificate of exemption from E.D/Sales Tax.	10
27.	Supplier's Responsibility.	10
28.	Validity.	10
29.	Evaluation.	10
30.	Minimum qualification criteria of Bidders.	10
31.	Jurisdiction of High Court of ODISHA.	11
32.	Correspondences.	11
33.	Official Address of the Parties to the Contract.	11
34.	Outright rejection of Tenders.	12
35.	Documents to be treated as confidential.	13
36.	Scheme/Projects.	13

PART-I
SECTION-II

GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.]

1. **Scope of the contract:**

The scope of the contract shall be to design, manufacture, supply of equipment as per the specification at the consignee's site, and rendering services in accordance with the enclosed technical specification and bill of quantity.

2.0 **Definition of terms:**

For the purpose of this specification and General Terms and Conditions of contract [GTCC], the following words shall have the meanings hereby indicated, except where otherwise described or defined.

2.1 "The Purchaser" shall mean the Senior General Manager[Central Procurement Cell] for and on behalf of ORISSA POWER TRANSMISSION CORPORATION LTD., Bhubaneswar.

2.2 "The Engineer" shall mean the Engineer appointed by the Purchaser for the purpose of this contract.

2.3 "Purchaser's Representative" shall mean any person or persons or consulting firm appointed and remunerated by the Purchaser to supervise, inspect, test and examine workmanship and materials of the equipment to be supplied.

2.4 "The supplier" shall mean the bidder whose bid has been accepted by the purchaser and shall include the bidder's executives, administrators, successors and permitted assignees.

2.5 "Equipment" shall mean and include all machinery, apparatus, materials, and articles to be provided under the contract by the suppliers.

2.6 "Contract Price" shall mean the sum named in or calculated the bid.

2.7 "General Condition" shall mean these General Terms and Conditions of Contract.

2.8 "The Specification" shall mean both the technical as well as commercial parts of the specification annexed to or issued with GTCC and shall include the schedules and drawings, attached thereto as well as all samples and pattern, if any.

2.9 "Month" shall mean "Calendar month".

2.10 "Writing" shall include any manuscript, type written, printed or other statement reproduction in any visible form and whether under seal or under hand.

2.11 "FOR Destination costs" shall mean the cost of equipment and material at the consignee's store/site. The cost is inclusive of Excise duty, Sales tax and other local taxes, packing, forwarding and insurance and freight charges.

2.12 The term "Contract document" shall mean and include GTCC, specifications, schedules, drawings, form of tender, Notice Inviting Tender, covering letter, schedule of prices or the final General Conditions, any special conditions, applicable to the particular contract.

2.13 Terms and conditions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act, failing that in the Orissa General Clauses Act.

3. **Manner of execution:**

All equipment supplied under the contract shall be manufactured in the manner, set out in the specification or where not set out, to the reasonable satisfaction of the Purchaser's representative.

4. **Inspection and Testing:**

[i] The purchaser's representative shall be entitled at all reasonable times during manufacture to inspect, examine and test at the supplier's premises, the materials and workmanship of all equipment/materials to be supplied under this contract and if part of the said equipment/material is being manufactured in other premises, the supplier shall obtain for the purchaser's representative permission to inspect, examine and test as if the equipment/material were being manufactured in the contractor's premises. Such inspection, examination and testing shall not relieve the supplier from his obligations under the contract.

[ii] The Supplier shall give to the purchaser adequate time/notice (at least clear 15 days for inside the state suppliers and 20 days for outside the state suppliers) in writing for inspection of materials indicating the place at which the equipment/material is ready for testing and inspection and shall also furnish the shop Routine Test Certificate, Calibration certificates of Testing instruments, calibrated in Govt. approved laboratory with authenticity letter of that laboratory along with the offer for inspection. A packing list along with the offer, indicating the quantity which can be delivered in full truck load/Mini truck load to facilitate issue of dispatch instruction shall also be furnished.

[iii] Where the contract provides for test at the Premises of the supplier or any of his sub-vendors, the supplier shall provide such assistance, labour, materials, electricity, fuel and instruments, as may be required or as may be reasonably demanded by the Purchaser's representative to carry out such tests efficiently. The supplier is required to produce shop routine test Certificate, calibration certificates of Testing Instruments before offering their materials/equipment for inspection & testing. The test house/laboratory where tests are to be carried out must be approved by the Govt. A letter pertaining to Govt. approved laboratory must be furnished to the purchaser along with the offer for inspection.

[iv] After completion of the tests, the Purchaser's representative shall forward the test results to the Purchaser. If the test results conform to the specific standard and specification, the Purchaser shall approve the test results and communicate the same to the supplier in writing. The supplier shall provide at least five copies of the test certificates to the Purchaser.

- [v] The Purchaser has the right to have the tests carried out at his own cost by an independent agency whenever there is dispute regarding the quality of supply.
- [vi] If the firm fails to present the offered items for inspection/testing as per their inspection call due to any reason(s) during the visit of inspecting officer at the testing site ,the firm shall have to bear all expenses towards repetition of inspection and testing of the total offered quantity or part thereof.

5. **Training facilities.**

The supplier shall provide all possible facilities for training of Purchaser's Technical personnel, when deputed by the Purchaser for acquiring first hand knowledge in assembly of the equipment, its erection, commissioning and for its proper operation & maintenance in service, wherein it is thought necessary by the purchaser.

6. **Rejection of Materials.**

In the event any of the equipment/material supplied by the manufacturer is found defective due to faulty design, bad workmanship, bad materials used or otherwise not in conformity with the requirements of the Specification, the Purchaser shall either reject the equipment/material or ask the supplier in writing to rectify or replace the defective equipment/material free of cost to the purchaser. The Supplier on receipt of such notification shall either rectify or replace the defective equipment/material free of cost to the purchaser within 15 days from the date of issue of such notification by the purchaser. If the supplier fails to do so, the Purchaser may:-

- [a] At its option replace or rectify such defective equipment/materials and recover the extra costs so involved from the supplier plus fifteen percent and/or.
- [b] Terminate the contract for balance work/supplies, with enforcement of penalty Clause as per contract for the un-delivered goods and with forfeiture of Performance Guarantee/ Composite Bank guarantee.
- [c] Acquire the defective equipment/materials at reduced price, considered equitable under the circumstances.

7. **Experience of Bidders:**

The bidders should furnish information regarding experience particularly on the following points:

- [i] Name of the manufacturer:
- [ii] Standing of the firm and experience in manufacture of equipment/material quoted:
- [iii] Description of equipment/material similar to that quoted, supplied and installed during the last two years with the name(s) of the Organisation(s) to whom supplies were made wherein, at least one (1) certificate shall be from a state/central P.S.U.
- [iv] Details as to where installed etc.
- [v] Testing facilities at manufacturer's works.

- [vi] If the manufacturer is having collaboration with another firm [s], details regarding the same.
- [vii] A list of purchase orders of identical material/equipment offered as per technical specification executed during the last two years along with users certificate. User's certificate shall be legible and must indicate, user's name, address, designation, place of use, and satisfactory performance of the equipment/materials for at least two years from the date of commissioning. Wherein at least one (1) certificate shall be from a State/Central or P.S.U. Bids will not be considered if the past manufacturing experience is found to be un-satisfactory or is of less than 2 (two) years on the date of opening of the bid and bids not accompanying user's certificate will be rejected..

8. **Language and measures:**

All documents pertaining to the contract including specifications, schedule, notices, correspondence, operating and maintenance instructions., drawings or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in this contract.

9. **Deviation from specification:**

It is in the interest of the tenderers to study the specification, specified in the tender schedule thoroughly before tendering so that, if any deviations are made by the Tenderers,(both commercial and Technical), the same are prominently brought out on a separate sheet under heading "Deviations Commercial" and "Deviations Technical".

A list of deviations shall be enclosed with the tender. Unless deviations in scope, technical and commercial stipulations are specifically mentioned in the list of deviations, it shall be presumed that the tenderer has accepted all the conditions, stipulated in the tender specification, notwithstanding any exemptions mentioned therein.

10. **Right to reject/accept any tender:**

The purchaser reserves the right either to reject or to accept any or all tenders if the situation so warrants in the interest of the purchaser. Orders may also be split up between different Tenderers on individual merits of the Tenderer. The purchaser has exclusive right to alter the quantities of materials/ equipment at the time of placing final purchase order. After placing of the order, the purchaser may defer the delivery of the materials. It may be clearly understood by the Tenderer that the purchaser need not assign any reason for any of the above action [s].

11. **Supplier to inform himself fully:**

The supplier shall examine the instructions to tenderers, general conditions of contract, specification and the schedules of quantity and delivery to satisfy himself as to all terms and conditions and circumstances affecting the contract price. He shall quote price [s] according to his own views on these matters and understand that no additional

allowances except as otherwise provided there in will be admissible. The purchaser shall not be responsible for any misunderstanding or incorrect information, obtained by the supplier other than the information given to the supplier in writing by the purchaser.

12. **Patent rights Etc.**

The supplier shall indemnify the Purchaser against all claims, actions, suits and proceedings for the infringement of any patent design or copy right protected either in the country of origin or in India by the use of any equipment supplied by the manufacturer. Such indemnity shall also cover any use of the equipment, other than for the purpose indicated by or reasonably to be inferred from the specification.

13. **Delivery:-**

[a] Time being the essence of the contract; the equipment shall be supplied within the delivery period, specified in the contract. The Purchaser, however, reserves the right to reschedule the delivery and change the destination if required. The delivery period shall be reckoned from the date of placing the Letter of Intent/Purchase order, as may be specified in LOI/Purchase order.

[b] The desired delivery period shall be as indicated at Annexure-III (Quantity & Delivery Schedule) of Section-IV (Technical Specification).

14. **Despatch instructions.**

I] The equipment/ materials should be securely packed and dispatched directly to the specified site at the supplier's risk by Road Transport only.

II] **Loading & unloading of Ordered Materials.**

It will be the sole responsibility of the supplier for loading and unloading of materials both at the factory site and at the destination site/store.

The Purchaser shall have no responsibility on this account.

15. **Supplier's Default Liability.**

[i] The Purchaser may, upon written notice of default to the supplier, terminate the contract in circumstances detailed hereunder.

[a] If in the judgement of the Purchaser, the supplier fails to make delivery of equipment/material within the time specified in the contract or within the period for which if extension has been granted by the Purchaser in writing in response to written request of the supplier.

[b] If in the judgement of the Purchaser, the supplier fails to comply with any of the provisions of this contract.

[ii] In the event, Purchaser terminates the contract in whole or in part as provided in Clause-15 {I} of this section, the Purchaser reserves the right to purchase upon such terms and in such a manner as he may deem appropriate in relation to the equipment/material similar to that terminated and the supplier will be liable to the Purchaser for any additional costs for such similar equipment/material and/or for

penalty for delay as defined in clause-22 of this section until such reasonable time as may be required for the final supply of equipment.

[iii] In the event the Purchaser does not terminate the contract as provided in clause 15(I) of this Section, supplier shall be liable to the Purchaser for penalty for delay as set out in Clause-22 of this section until the equipment is accepted. This shall be based only on written request of the supplier and written willingness of the Purchaser.

16. **Force Majeure:**

The supplier shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force majeure such as acts of god, acts of the public enemy, acts of Govt., Fires, floods, epidemics, Quarantine restrictions, strikes, Freight Embargo and provided that the supplier shall within Ten (10)days from the beginning of delay on such account notify the purchaser in writing of the cause of delay. The purchaser shall verify the facts and grant such extension, if facts justify .

17. **Extension of time:-**

If the delivery of equipment/material is delayed due to reasons beyond the control of the supplier, the supplier shall without delay give notice to the purchaser in writing of his claim

for an extension of time. The purchaser on receipt of such notice may or may not agree to extend the contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract.

18. **Guarantee period: -**

[i] The stores covered by this specification should be guaranteed for satisfactory operation and against defects in design, materials and workmanship for a period of at least 18 [eighteen] months from the last date of delivery or 12 [twelve] months from the date of commissioning whichever is earlier. The above guarantee certificate shall be furnished in triplicate to the purchaser for his approval. Any defect noticed during this period should be rectified by the supplier free of cost to the purchaser provided such defects are due to faulty design, bad workmanship or bad materials used, within one month upon written notice from the purchaser failing which provision of clause 22 (ii) shall apply.

[ii] Equipment/material failed or found defective during the guarantee period shall have to be guaranteed after repair/replacement for a further period of 12 months from the date of commissioning or 18 months from the date of receipt at the store/site after such repair/replacement whichever is earlier. The Bank Guarantee is to be extended accordingly. Date of delivery as used in this clause shall mean the date on which the materials are received in OPTCL'S stores/site in full & good condition which are released for Dispatch by the purchaser after due inspection.

19 B.G. towards security deposit, 100% payment and performance guarantee:

[i] For manufacturers situated Inside & out side the state of Orissa.

A Composite Bank Guarantee as per the Proforma enclosed at Annexure-VII of the specification for 10% [ten percent] of the total FORD cost of the purchase order (In case of successful bidder who is a local Micro and small Enterprise (MSEs) registered with respective DICs, Khadi, Village, Cottage & Handicrafts Industries, OSIC and NSIC 5% (five percent)), shall be furnished from any nationalized/scheduled bank having a place of business at Bhubaneswar, to the office of Sr. General Manager [Central Procurement Cell] OPTCL within 15 days from the date of issue of the purchase order. The BG shall 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 20 months from the last date of stipulated delivery period, for scrutiny and acceptance, failing which the supply 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.

[ii] No interest is payable on any kind of Bank Guarantee.

[iii] In case of non-fulfillment of contractual obligation, as required in the detailed purchase order/Specification, the composite Bank guarantee shall be forfeited.

iv) BG for Buy- back of Battery

The successful bidder is required to submit Security Bank Guarantee for 100% [hundred percent] of the total buy back cost of the old battery sets from any nationalized/scheduled bank having a place of business at Bhubaneswar, to the office of Sr. General Manager [Central Procurement Cell] OPTCL within 15 days from the date of issue of the purchase order. The BG shall 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 till lifting of old batteries, failing which the supply 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 required period.

In absence of security B.G for buy-back of old battery set, the total cost of buy-back of old battery will be deducted from the supply bill of New Battery set. If the firm fails to lift the old battery set within 90 days of supply and commissioning of new battery set, their claim on the old battery set will be forfeited and no money will be paid to them.

20. Import License

In case imported materials are offered, no assistance will be given for release of Foreign Exchange. The firm should arrange to import materials from their own quota. Equipment of indigenous origin will be preferred.

21. (A) Terms of Payment.

- (i) 90% of the ex-works price of Battery along with 100% Excise duty, Entry Tax, if any, and sales tax in full as applicable along with freight & Insurance charges will be paid on receipt of materials in good condition at stores/desired site, subject to approval of 10% Composite Bank Guarantee as stipulated under clause-19 of this specification & on prior approval of Test reports and Guarantee certificate. The buyback price shall be deducted from the first 90% payment.

Balance 10% of the ex-works price of Battery along with commissioning charges, if any, shall be paid after successful erection & commissioning of battery sets at the required site, on issuance of taking over certificate by the concerned site-in-charge.

Any imposition of new tax or revision of tax shall be paid/ reimbursed at the time of dispatch, schedule or actual whichever is lower (i.e. if delivery is within the scheduled period, tax variation is applicable and if delivery is made beyond scheduled date, any additional financial implication due to statutory variation in tax shall be to bidders account.)

(ii) **Payment of Freight & Insurance charges and Entry Tax.**

Freight & Insurance Charges & Entry Tax, incorporated in the Purchase contract shall be paid after receipt of materials at stores/desired site in good condition and on production of authenticated documentary evidence, otherwise no Freight, Insurance charges & entry taxes shall be payable.

[B] The supplier shall furnish Composite Bank Guarantee of appropriate amount to OPTCL covering 10% of F.O.R. Destination cost of the purchase order well in advance (within 15 days from the date of issue of the purchase order) before despatch of materials.

22. Penalty for Delay in Completion of Contract

- I) If the Supplier fails to deliver the materials/equipment within the delivery schedule, specified in the contract including delivery time extension, if any, granted thereto, the Purchaser shall recover from the Supplier, penalty for a sum of half percent (0.5 percent) of the Ex-works price of the un-delivered equipment for each calendar week of delay or part thereof. For this purpose, the date of receipted chalan shall be reckoned as the date of delivery. The total amount of penalty shall not exceed five percent (5%) of the ex-works price of the unit or units so delayed. Equipment will be deemed to have been delivered only when all its components and accessories as per technical Specification are also delivered. If certain components & accessories are not delivered in time, the equipment will be considered delayed until such time as the missing parts are delivered.

II) If the Supplier fails to rectify /replace the equipment/material within 30 days from the date of intimation of the defect, so noticed by the purchaser within the guarantee period then the penalty for sum of one half of the one percent (0.5%) of the total Purchase order amount for each calendar week of delay shall be recovered by the purchaser within the guarantee period. For this purpose, penalty date will start from the 30th. day from the date of issue of letter on defectiveness of equipment/material, so supplied, by the purchaser. The total amount of penalty in this case shall not exceed 10% (TEN PERCENT) of the purchase order amount. The purchase order amount shall mean ex-works price + freight & insurance and all taxes & duties. If the defects so intimated within the guarantee period will not be rectified by the Supplier within the stipulated period as per clause 18 (i), then whole of the B.G. will be forfeited by the purchaser, without any intimation to the Supplier.

23. **Insurance**

The Supplier shall undertake insurance of stores covered by this Specification unless otherwise stated. The responsibility of delivery of the stores at destination in good condition rests with the Supplier. Any claim with the Insurance Company or transport agency arising due to loss or damage in transit has to be settled by the supplier. The Supplier shall undertake free replacement of materials damaged or lost, which will be reported by the consignee within 30 days of receipt of the materials at destination without awaiting for the settlement of their claims with the carriers and underwriters.

24. **Payment Due from the Supplier.** All costs and damages, for which the supplier is liable to the purchaser, will be deducted by the purchaser from any money, due to the supplier, under any of the contract (s), executed with OPTCL.

25. **Sales Tax clearance certificate and Balance sheet and profit & Loss Account:**

- i. Sales Tax clearance certificate for the previous year shall be enclosed with the tender.
- ii. Audited Balance Sheet and Profit & Loss Account of the bidder for the previous three years shall be enclosed to assess the financial soundness of the bidder(s).

26. **Certificate of Exemption from Excise Duty/Sales tax.**

Offers with exemption from Excise duty including sales tax shall be accompanied with authenticated proof of such exemption. Authenticated proof for this clause shall mean attested Photostat copy of exemption certificate. Any claim towards Excise duty/ Sales Tax shall be paid on actual basis subject to production of authenticated documentary evidence.

27. **Supplier's Responsibility.**

Notwithstanding anything mentioned in the Specification or subsequent approval or acceptance by the Purchaser, the ultimate responsibility for design, manufacture, materials used and satisfactory performance shall rest with the Tenderers. The

Supplier(s) shall be responsible for any discrepancy noticed in the documents, submitted by them along with the bid(s)

28. Validity.

Prices and conditions contained in the offer should be kept valid for a minimum period of 180 days from the date of opening of the tender, failing which the tender shall be rejected.

29. EVALUATION.

(i) Evaluation of bids will be on the basis of the FOR DESTINATION PRICE (ByRoad Transport) including Excise Duty, sales Tax & other levies as may be applicable plus installation & commissioning charges after deducting the buy-back price of batteries. The FORD PRICE shall consist of the following components

- a) Ex-works price.
- b) Packing & Forwarding charges.
- c) Freight
- d) Insurance.
- e) Excise Duty.
- f) Sales Tax.
- g) Other levies.
- h) Mandatory spares, if any for maintenance of equipment. (At the discretion of the purchaser)
- i) Test charges, if any. .
- j) Supervision of erection, testing and commissioning charges, if any.
- k) Any other items, as deemed proper for evaluation by the purchaser.
- l) Loading factors will be taken in to account during evaluation if the prices of some of the items, not quoted.
- m) Any imposition of new tax or revision of tax shall be considered at the time of price bid evaluation.

(II) Weightage shall be given to the Following factors in the Evaluation & Comparison of Bids.

In comparing bids and in making awards, the Purchaser will consider other factors such as compliance with Specification, minimum qualification criteria as per clause-30, outright rejection of tenders clause-34 of this tender, relative quality, adaptability of Supplies or services, experience, financial soundness, record of integrity in dealings, performance of materials/equipment earlier supplied, ability to furnish repairs and maintenance services, the time of delivery, capability to perform including available facilities such as adequate shops, plants, equipment and technical organization.

(III) The local MSE bidders shall be required to furnish their willingness to match their bid price with that of the lowest evaluated bidder without any price preference and in case they agree, they shall be eligible to get up to 30% of the tendered quantity to be distributed suitably among the willing MSE bidders failing which the said 30% of the tendered quantity be awarded to the lowest evaluated bidder.

30. Minimum Qualification Criteria of Bidders.

All the prospective bidders are requested to note that their bids for tendered equipment can only be considered for evaluation if:

- i) The bidder should have manufacture and supply experience of above rated or higher capacity equipment for a minimum period of 3 (three) years as on the date of opening of the tender
- ii) At least 50% of the tendered quantity. of above rated or higher capacity equipment should have been supplied within the above-stipulated period.
- iii) The above rated or higher capacity equipment should have at least 2 (two) years successful performance from the date of commissioning. At least one of the performance certificates shall be submitted from Govt. of India/State Govt.(s) or their undertakings.
- iv) The bidder should have conducted type tests on the tendered equipment in Government approved laboratory within five years from the date of opening of the tender.

31. Jurisdiction of the High Court of Orissa.

Suits, if any, arising out of this contract shall be filed by either Party in a court of Law to which the jurisdiction of High court of Orissa extends.

32. Correspondences.

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

33. Official Address of the Parties to the Contract

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

- [i] **Purchaser:** Senior General Manager (Procurement)(CPC) OPTCL
Bhubaneswar-751022 (Orissa)
Telephone No. 0674 - 2541801, FAX No. 0674 - 2542964
- [ii] **Supplier:** Address
 Telephone No., Fax No.

34. Outright Rejection of Tenders

Tenders shall be out-rightly rejected if the followings are not complied with.

- [i] The tenderer shall submit the bid in electronic mode only and shall submit the tender cost and EMD on or before the date and time of submission of technical bid. In case of

local Micro and small Enterprises(MSEs), based in Odisha and registered with respective DICs, Khadi, Village, Cottage & Handicrafts Industries, OSIC and NSIC(Registered in Odisha) participating in the tender they have to submit notarised hard copy of valid registration as local MSE as above on or before the date and time of submission of technical bid.

- [ii] The tenderer shall submit the bid in electronic mode only
- [iii] The Tender shall not be submitted telegraphically or by FAX.
- [iv] The prescribed EMD shall be submitted on or before the date and time of submission of technical bid.
- [v] The Tender shall be kept valid for a minimum period of 180 days from the date of opening of tender.
- [vi] The Tender shall be submitted in two parts as specified.
- [vii] The Tenders shall be accompanied by a list of major supplies effected prior to the date of opening of tender. Data of at least 3 (three) years shall be furnished.
- [viii] The tenderer shall upload the scanned copy of latest type test certificates (for the tests, carried out on the tendered equipment, being offered). Such type tests should have been conducted within last five years from the date of opening of this tender in a Government approved laboratory/CPRI in presence of any Government Organisation's representative(s).
- [ix] The schedule of prices should be filled up fully to indicate the break-up of the prices including taxes and duties. Incomplete submission of this schedule will make the tender liable for rejection. Vide Clause-4(ii) of Part-II.
- [x] The Tenderer should quote 'FIRM' price only and the price should be kept valid for a minimum period of 180 days from the date of opening of the tender.
- (xi) The tenderer shall upload the scanned copy legibly written user's certificate to prove the satisfactory operation of the offered equipment/materials for a minimum period of 2 (two) years from the date of commissioning/use as per the tender specification. User's certificate shall include the detailed address of the user with Equipment/Material, Name and type as per this specification, number of years of satisfactory use/operation & date of issue of this user's certificate with official seal written in English only & clearly visible must be furnished. At least one of the user's certificates shall be from state or Central Govt. or their Undertakings.
- (xii) Guaranteed Technical particulars & Abstract of terms and Conditions should be filled in completely.
- (xiii) The bidder should not have any pending litigation or arbitration with OPTCL with regard to any project or related activity. The bidder should certify/declare the same in unequivocal terms by way of an affidavit duly sworn before a magistrate. Bid furnished by the bidder shall not be eligible for consideration if it is not accompanied by the affidavit. Further, the bid/LOA/LOI shall liable for outright rejection/cancellation at any stage if any information contrary to the affidavit/declaration is detected.

35. **Documents to be treated as confidential.**

The supplier shall treat the details of the specification and other tender documents as private and confidential and these shall not be reproduced without written authorization from the Purchaser.

36. **Scheme/Projects**

The materials/equipment covered in this specification shall come under "R&M WORKS "

SECTION - III.

LIST OF ANNEXURES

[I TO XIII]

[PAGE 30 TO 48]

SECTION - III

[LIST OF ANNEXURES]

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

1	Declaration form	ANNEXURE-I
2	Abstract of terms and conditions to accompany Section-II of Part-I	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	ANNEXURE-VII
8.	Chart showing particulars of E.M.D.	ANNEXURE - VIII
9.	Data on Experience.	ANNEXURE - IX
10.	Schedule of spare parts.	ANNEXURE-X
11.	Schedule of Installations.	ANNEXURE-XI
12.	Schedule of deviations.	ANNEXURE-XII
13.	Litigation/Arbitration History	ANNEXURE-XIII

ANNEXURE-II**ABSTRACT OF GENERAL TERMS AND CONDITIONS OF CONTRACT****[COMMERCIAL] TO ACCOMPANY PART-I**

1	Whether the material/equipment offered conforms to the OPTCL'S specification (If not, specify the deviations in Annexure).	Yes/No
2	(a) The tenderer shall submit the bid in electronic mode only and shall submit the tender cost on or before the date and time of submission of technical bid. In case of local Micro and small Enterprises(MSEs) registered with respective DICs, Khadi, Village, Cottage & Handicrafts Industries, OSIC and NSIC participating in the tender they have to submit notarised hard copy of valid registration as local MSE as above on or before the date and time of submission of technical bid. (b) Earnest money furnished. (A) Bank Guarantee, (B) Bank Draft.	Submitted/Not submitted
3	Manufacturer's supply experience including user's certificate uploaded or not. [As per clause No.7 of Section-II.]	Yes/No
4.a.i	Commercial Deviations to the specification if any	Yes/No
4.a.ii	If Yes, [list uploaded or not, As per clause-9 of the Section-II	Yes/No
4.b.i	Technical Deviations to the specification if any	Yes/No
4.b.ii	If Yes, list uploaded or not, As per clause-9 of the Section-II	Yes/No
5	Delivery <u>(Period in months from the date of issue of PO)</u>	
6	Guarantee: - Whether agreeable to OPTCL's terms[As per clause-18 of Section-II].	Yes/No
7	Whether agreeable to furnish Composite B.G. in case his tender be successful [As per clause-19 of Section-II]	Yes/No
8	Terms of payment:- Whether agreeable to OPTCL's terms or not [As per clause-21 of Section-II]	Yes/No
9	Nature of price:- VARIABLE	Yes/No
10	Penalty: - Whether agreeable to OPTCL's terms or not (As per clause- 22 of Section-II)	Yes/No
11	Whether STCC/ P&L A/C, Balance Sheet for the required period are uploaded as per clause-25 of Section-II	Yes/No

12	Validity: - Whether agreeable to OPTCL's terms or not[As per clause-28 of Section-II]	Yes/No
13.a	Whether ED is included / excluded and shown separately.	Included/Excluded
13.b	% of ED(On Ex-Works price) as well as L.S indicated.	Yes/No
13.c	If NIL/EXEPMTED please specify with validity period of such exemption.	
14.a	Whether ST is included/excluded in Ex-works price	Included/Excluded
14.b	% of ST (On Ex-Works price +ED+Edu. Cess)	
15	Whether recent type test certificates from any Government approved laboratory is uploaded or not. [As per clause-30[viii] of section-II]	Yes/No
16	Whether guaranteed technical particulars are uploaded or not	Yes/No
17	Whether dimensional design/drawings uploaded or not	Yes/No
18	Whether materials are ISI/ISO marked.	Yes/No
19	Manufacturer's name and it's trademark	
20	Whether registered under Odisha Sales Tax Act/Central sales Tax Act	Yes/No
21	Whether declaration form, duly filled in, uploaded or not	Yes/No

Place: -

Date: -

Signature of the Tenderer

with seal of the company

ANNEXURE-III

SCHEDULE OF QUANTITY AND DELIVERY

(To be filled up by the tenderer)

SL No	Description of materials	Quantity required	Desired Delivery	Destination	Remarks.
1	2	3	4	5	6

Place:

Date:

Signature of Tenderer
with seal of Company.

ANNEXURE-IV

ABSTRACT OF PRICE COMPONENT [TO ACCOMPANY PRICEBID]

1	Price basis	F.O.R. Purchaser's destination Stores/sites.
2	Packing & forwarding	
3	Rate of Insurance charges	
4	Rate of Freight charges	
5	Rate of excise duty	
6	Rate of sales Tax	
7	Rate of other taxes/levies /duties etc.	
8	Rate of entry tax.	
9.	Rate of Service Tax.	
10	Nature of price	
11.	Whether MODVAT benefit if any, has been fully passed on to the purchaser.	Yes / No.

Place

Date:

Signature of Tenderer

With seal of company

NB:- Abstract of price component shall be done for equipment/material offered, for testing & commissioning charges, if any. All the above prices will be taken during bid price evaluation.

ANNEXURE-V.

SCHEDULE OF PRICES

TENDER SPECIFICATION No.

Item No.	Description.	Qty (unit)	Unit Ex-factory Price	Unit Packing & Forwarding.	Unit Freight Charge.	Unit Insurance Charges	Unit landing cost at destination store/site excluding ST,ED & Entry tax.
1.	2.	3.	4.	5.	6.	7.	8.

Unit E.D.	Unit S.T.	Unit Tax.	Unit Entry	Unit landing Cost including All taxes & Duties.	Total landing cost Including all taxes & duties.
9.	10.	11.		12= (8+9+10+11)	13= (3X12)

Erection Cost in INR Rs.			Grand Total amount in Rs.
Unit Erection Cost	Unit Service Tax	Total Erection Cost	13+16
14	15	16	17

NB: -

1. **The tenderer should fill up the schedule properly and in full in Excel file of e-tender mode.** The tender will be rejected, if the schedule of price is submitted in incomplete form. No post tender correspondence will be entertained on break-up of prices. Also, the supplier should agree for delivery at Stores/ site.
2. In case, where F&I components are not specifically indicated in this schedule, 5% of the ex-works price shall be taken towards F&I components for the purpose of comparison of price.
3. The Tenderer shall certify in the price bid that MODVAT benefit, if any, has been fully passed on to the purchaser while quoting the tender price.
4. Conditional offers will not be acceptable.
5. The bidder is to clearly indicate the period up to which the tax holidays are available to them.
6. Price bid in any other format will not be acceptable and the offer will be rejected.
7. All the above charges will be taken into account, during bid price evaluation.
8. Bidders are requested to quote both for supply, erection & commissioning for equipment offered as well as the cost of old battery failing which their Bids shall not be evaluated.

Signature of Tenderer
Name, Designation and Seal

to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the OPTCL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the OPTCL by reason of any breach by the said supplier [s] of any of the terms or conditions or failure to perform the said Bid . Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____

3. We undertake to pay the OPTCL any money so demanded not withstanding any dispute or disputes so raised by the contractor [s] in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier(s) shall have no claim against us for making such payment.

4. We, the _____ further agree that the guarantee
[Indicate the Name of the Bank]

herein contained shall remain in full force and effect during the aforesaid period of 240 days [two hundred forty days] and it shall continue to be so enforceable till all the dues of the OPTCL under or by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till Managing Director, ODISHA POWER TRANSMISSION CORPORATION LTD. certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said Supplier [s] and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____

we shall be discharged from all liability under this guarantee thereafter.

5. We, the _____ further agree with the OPTCL that
[Indicate the name of the Bank]

the OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time of 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 the OPTCL against the said supplier [s] and to forbear or enforce any of the terms and conditions relating to the said bid

and we shall not be relieved from our liability by reason of any such variation, postponement or extension being granted to the said Supplier [s] or for any forbearance act or omission on the part of the OPTCL or any indulgence by the 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 effect of so relieving us.

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

7. We, _____lastly undertake not revoke this
[Indicate the name of the Bank]

Guarantee during its currency except with the previous consent of the OPTCL in writing.

8. We the _____ Bank further agree that this guarantee shall also be invocable at our place of business at -----Branch of Bhubaneswar (indicate the name of the branch) in the state of ODISHA.

Notwithstanding anything contained herein.

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

2) The bank guarantee shall be valid up to dt.-----

3) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only & only if you serve upon us at -----branch at Bhubaneswar (indicate the name of the branch) a written claim or demand on or before dt.-----.

Dated _____ Day of _____

For _____

[Indicate the name of Bank]

Witness ((Signature, names & address)

1.

2.

ANNEXURE-VII

**PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT
PAYMENT AND PERFORMANCE**

This Guarantee Bond is executed this _____ day
of _____ 2012 by us the _____ Bank
at _____

P.O. _____ P.S. _____

District _____ State _____

1. WHEREAS the ODISHA POWER TRANSMISSION CORPORATION LTD., a body corporate constituted under the Electricity Act, 2003 [hereinafter called “the OPTCL” which shall include its successors and assigns has placed orders No. _____ Date _____ [hereinafter called “The Agreement”] on M/s. _____ [hereinafter called “The Supplier”] which shall include its successors & assigns for supply of materials.

AND WHERE AS the supplier has agreed to supply materials to the OPTCL in terms of the said agreement AND

WHEREAS the OPTCL has agreed [1] to exempt the supplier from making payment of Security [2] to release 100% payment of the cost of materials as per the said agreement and [3] to exempt from performance guarantee on furnishing by the Supplier to the OPTCL, a Composite bank Guarantee of the value of 10 % [ten percent] of the contract price of the said agreement.

NOW THEREFORE, in consideration of the OPTCL having agreed [1] to exempt the Supplier from making payment of Security [2] releasing 100% payment to the Supplier and [3] to exempt from furnishing performance guarantee in terms of the said agreement as aforesaid, we, the _____ [Bank][hereinafter referred to as ‘the Bank’] do hereby undertake to pay to the OPTCL an amount not exceeding Rs. _____ [Rupees _____] against any loss or damage caused to or suffered by or would be caused to or suffered by the OPTCL by reason of any breach by the said Supplier [s] of any of the terms or conditions contained, in the said agreement.

2. We the (_____Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the OPTCL stating that the amount claimed is due by way of loss or damage caused to or suffered by the OPTCL by reason of any breach by the said Supplier [s] of any of the terms or conditions, contained in the said agreement or by reason of the supplier's failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____

[Rupees_____]

3. We the_____ Bank} also undertake to pay to the OPTCL any money so demanded notwithstanding any dispute or disputes raised by the supplier [s] in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

4 We, (_____Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to do so enforceable till all the dues of the OPTCL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Managing Director, ODISHA POWER TRANSMISSION CORPORATION LTD. certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Supplier [s] and accordingly discharges this Guarantee.

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

5. We,(_____Bank) further agree that the OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Supplier [s] and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said supplier [s] or for any forbearance, act or

omission on the part of the OPTCL or any indulgence by the OPTCL to the said Supplier [s] or by any such matter or thing whatsoever which under the law relating to sureties would but these provisions have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the name , style and constitution of the Bank and supplier [s].

7. We,[_____Bank] lastly undertake not to revoke this guarantee during its currency except with the previous consent of the OPTCL in writing.

8. We the _____ Bank further agree that this guarantee shall also be invokable at our place of business atBranch at Bhubaneswar (indicate the name of the branch)in the state of ODISHA.

Notwithstanding any thing contained here in.

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

2) The bank guarantee shall be valid up to dt.-----

3) We are liable to pay the guaranteed amount or any part there of under this bank guarantee only & only if you serve upon us at -----branch at Bhubaneswar (indicate the name of the branch) a written claim or demand on or before dt.-----.

Dated _____ Day of _____

For _____
[Indicate the name of Bank]

Witness ((Signature, names & address)

1.

2.

ANNEXURE-VIII

CHART SHOWING PARTICULARS OF EARNEST MONEY DEPOSIT FURNISHABLE BY TENDERERS

1.	Central and State Government Undertakings	Exempted
2.	All other inside & outside state units.	The amount of EMD as specified in the specification /Tender Notice in shape of bank guarantee /DD.

NB: - REFUND OF E.M.D.

- [a] In case of unsuccessful tenderers, the EMD will be refunded immediately after the tender is decided. In case of successful tenderer, this will be refunded only after furnishing of Composite Bank Guarantee referred to in clause No.19 of Section-II of this specification.

Suits, if any, arising out of EMD shall be filed in a court of law to which the jurisdiction of High Court of ODISHA extends.

- [b] Earnest Money will be forfeited if the tenderer fails to accept the letter of intent/purchase order, issued in his favour or revises the bid price[s] within the validity period of Bid.

ANNEXURE-IX

DATA ON EXPERIENCE

- [a] Name of the manufacturer.
- [b] Standing of the firm as manufacturer of equipment quoted.
- [c] Description of equipment similar to that quoted [supplied and installed during the last two years with the name of the organizations to whom supply was made].
- [d] Details as to where installed etc.
- [e] Testing facilities at manufacturer's works.
- [f] If the manufacturer is having collaboration with another firm, details regarding the same and present status.
- [g] A list of purchase orders, executed during last three years.
- [h] A list of similar equipment of specified voltage rating and capacity(VA), Designed, manufactured, tested and commissioned which are in successful operation for at least two years from the date of commissioning with legible user's certificate. User's full complete postal address/fax/phone must be indicated. (Refer clause No.7 of the Part-I, Section-II of the specification).

Place:

Date:

Signature of tenderer
Name, Designation, Seal

ANNEXURE-X

SCHEDULE OF SPARE PARTS FOR FIVE YEARS OF NORMAL OPERATION & MAINTENANCE

SL. No	Particulars	Quantity	Unit delivery rate	Total price

Place:

Date:

Signature of Tenderer

Name, Designation, Seal

ANNEXURE-XI

SCHEDULE OF INSTALLATIONS.

Details of equipment, offered	Rated Voltage	Place of installation and complete postal address	Year of commissioning

Place: -

Date

Signature of Tenderer:

Name, Designation, Seal

ANNEXURE-XII

DEVIATION SCHEDULE

Tenderer shall enter below particulars of his alternative proposal for deviation from the specification, if any.

A) Technical

Sl.No	Clause No. of specification	Particulars of deviations.

Place: -

Date

Signature of Tenderer:

Name, Designation, Seal

B) Commercial deviations.

A) Commercial.

Sl.No	Clause No. of specification	Particulars of deviations.

Place: -

Date

Signature of Tenderer:

Name, Designation, Seal

ANNEXURE – XIII

LITIGATION HISTORY

Name of the Bidder:

Bidder should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

Year.	Award for or against bidder	Name of client, cause of litigation and matter in dispute	Disputed amount (current value in Rs.)
-------	-----------------------------	---	--

Place: -

Date

Signature of Tenderer:

Name, Designation, Seal



**ORISSA POWER TRANSMISSION CORPORATION LIMITED
CENTRAL PROCUREMENT CELL,
JANPATH, BHUBANESWAR - 751022**

SECTION - IV

TECHNICAL SPECIFICATION

FOR

**48 VOLTS 800AH PLANTE' TYPE LEAD-ACID STATIONARY
BATTERIES**

CONTENTS

Clause No. Part A(a) [Plante type Lead Acid Storage Battery]

A(a)1.	SCOPE.
A(a)2.0.	Standards
A(a)3.0.	Installations
A(a)4.0.	Particulars of the System
A(a)5.0.	General Requirement of the equipment.
A(a)6.0.	Details of specifications of Batteries.
A(a)7.0.	Design & construction details.
A(a)8.0.	Installation of battery.
A(a)9.0.	Commissioning.
A(a)10.0.	Accessories.
A(a)11.0.	Maximum Short circuit current.
A(a)12.0.	Ventilation.
A(a)13.0.	Capacity.
A(a)14.0.	Charging.
A(a)15.0.	Life.
A(a)16.0.	Instruction Manuals.
A(a)17.0.	Transport.
A(a)18.0.	Tests.
A(a)19.0.	Drawings/ documents.
A(a)20.0.	Guaranteed Tech. Particulars.
A(a)21.0.	Buy back of old battery Cells.

PART – A (a)

**TECHNICAL SPECIFICATION FOR 48 VOLTS 800AH
PLANTE' TYPE LEAD ACID STATIONARY BATTERY.**

A(a).1. SCOPE:

A(a).1.1. These specifications cover the design, manufacturer, assembly, shop testing at manufacturer's works before dispatch, supply and delivery at SITE and erection testing and commissioning of 48 volt 800AH Plante' type Lead Acid stationary Battery.

A(a).1.2. The scope of supply shall include all parts and accessories etc. which are usual and necessary for erection, operation and maintenance of the battery banks, as specified, above though not individually and specifically stated or enumerated. The scope does not include the supply of Battery racks.

A(a).1.3. The scope also includes the lifting of old batteries on buy back system basis.

A (a).2.0. STANDARDS:

A (a)2.1. The equipment shall comply in all respects with the latest edition of relevant Indian Standard & IEC Specifications except for the modifications specified herein. The equipment manufactured according to any other authoritative national / international standard which ensure an equal or better quality than the provisions of these specifications shall also be acceptable. Where the equipment offered conform to any other standard, salient points of differences between the proposed standard and the provisions of these specifications shall be clearly brought out in the tender. A Xerox copy of such standards [in English shall be enclosed with the offer].

A(a)2.2 LIST OF RELEVANT STANDARDS IS BS/IEC GIVEN BELOW :

- [i] (a)IS-1652-2013 Lead acid Batteries with Plante Positive Plates
- (b)BS-6290:PART-2 High Performance Plante' cells
- [ii] IS : 266-1993 - Specification for Suphuric Acid.
- [iii] IS-6071-1986 - Specification for synthetic separators for lead acid batteries.
- [iv] IS:1069-1993 Specification for quality tolerances water for storage batteries.
- [v] IS:1146-1981 - Specification for rubber and plastic containers for lead acid storage batteries.
- [vi] IS:8320-2000 - General requirements and methods of tests for lead-acid storage batteries.
- [vii] IS:1885-Part-8/1996 Electro technical vocabulary-stationary cells & batteries.
- [viii] IEEE-485/1983 - IEEE recommended practice for sizing large lead storage batteries for generating stations and sub-stations.
- [ix] IEC 60896-11 /2002 - Cells Testing
- [x] IEEE-484 - Recommended practice for design and installation of Storage batteries.

A(a)3.0 INSTALLATIONS :

A(a).3.1. Equipment covered under these specifications shall be suitable for indoor installation.

A(a)4.0 PARTICULARS OF THE SYSTEM :

A(a).4.1. One set of 48 Volts, 800AH Plante type Battery along with the existing equipment such as boost charger, trickle charger shall be sufficient to cater to the DC power requirements in different Communication equipment equipped in the Sub-stations under OPTCL mentioned elsewhere in this document.

A(a).5.0 GENERAL REQUIREMENTS OF THE EQUIPMENT :

General requirement of the different components of the Battery system are given below.

A(a).5.1 One set of 48V,800AH Battery shall be lead acid Plante type having high cyclability, Low maintenance storage battery set is for required for meeting the D.C. load requirements of communication equipment pertaining to the grid S/S, of normal load current of 50 Amp.(max) and maximum intermittent load of 80 Amps. The battery shall be kept in healthy conditions with the help of the existing float charging unit. The existing boost charger unit shall supply quick charging current to bring back the battery to fully charged conditions after it has discharged to a considerable extent while meeting the emergency load. It should be noted that, the 48V batteries are to be accommodated within the floor space area where batteries are presently installed and area to be occupied by the offered batteries is to be filled up by the manufacturer in the following format.

SL.NO	PARTICULARS	ROOM SIZE
1	800 AH 48 VOLT DOUBLE SET	

and should operate satisfactorily over the entire range of ambient temperature of 0° C to 50° C and relative humidity of 95%.

A(a).6.0. DETAILS OF SPECIFICATIONS OF PLANTE TYPE LEAD ACID BATTERIES :

A(a).6.1 The batteries shall be made of closed type lead acid cells of very low internal resistance having high cycling capability ,moderate size, high service life minimum 20 years, excellent performance for both low & high rates of discharge, rigid cell plates design type manufactured to conform to relevant latest IS/IEC.

A(a).6.2.CAPACITY :

The capacity of the batteries shall be as follows :

- [i] Voltage. - 48V
- [ii] Output at 27° C - 800AH at 10 hrs. discharge rate.

The batteries shall normally remain under 'floating' condition with the 'trickle' charger supplying the continuous load. However, the batteries shall be capable of supplying the following loads under emergency conditions without any assistance from the chargers and without their terminal voltage falling below 43.2 V [90% of rated voltage]

- [i] I stage [continuous] - 800AH 80A for 10 hours.
- [ii] II Stage[emergency] - continuous current of 80 Amps. plus light load of 10 Amps

A.(a).6.3-The number of cells for the 48 V batteries shall be of so chosen that for the nominal floating voltage of the cells, the battery set voltage shall be 52V and for the minimum [discharged condition] voltage of the cells, the voltage of the

battery set shall not be less than 43.2V, while the assigned rating of the battery bank cannot be less than its rated voltage of 48 volts.

A(a)7.0 DESIGN AND CONSTRUCTION DETAILS :

7.1 **Containers :** The containers for the cells shall be of high grade, impervious moulded transparent, with excellent thermal, chemical & impact resistance having heat-resisting, high strength, non-reacting, halogen free Styrene-Acrylonitrile (SAN) and low inflammable properties conforming to latest IS/IEC. The containers shall be mounted on insulators blocks. The containers shall be of robust construction and free from flaws, bubbles or foreign matter. The surface of the containers shall have a finish substantially free from blisters, rough spots, scales, blow holes and other imperfections or deformations. The handle bars, if provided, shall be of such that sufficient sediment space shall be available and the batteries will not have to be cleared out during their normal life. Battery containers shall be subjected to type, Routine and Acceptance Tests as per the requirements of IS/IEC latest edition. The containers of the label attached firmly to the containers shall be marked with the information as per requirements of cl No. 2.2 of the above standard. The supplier's manufacturer's test certificates shall be submitted by the tenderer for the scrutiny of the purchaser.

7.2 **Plates :**

(a) **POSITIVE PLATES:** The positive plates shall be of Plante' lamelar type. Plates shall be made of 99.99% pure lead and shall be free from any kind of manufacturing defects. It shall be electro-chemically formed and shall be capable of operating under normal working conditions without buckling or cracking. Welding together of smaller size lead castings/ plates to form larger sizes will not be acceptable. It should be genuine Plante' type of plate only.

(b) **Negative Plates :** The negative plates shall be of flat pasted type. It should have adequate mechanical strength and should be so designed that active material is maintained in intimate contact with the grid under normal working conditions throughout the life of the battery.

7.3 **Separators:** The separators should be of sintered PVC providing a complete diaphragm between the plates. It should be acid resistant, chemically inert and should have excellent oxidation resistance and high degree of porosity to ensure minimum internal resistance. It should not exhibit any tendency to swell or shrink at temperature encountered during operation.

7.4 **Electrolyte:** The electrolyte (dilute sulphuric acid) shall be prepared from the battery grade sulphuric acid conforming to IS-266-1993 and shall have a specific gravity of 1.2 at 27°C. The sulphuric acid of battery grade shall be colourless liquid. The concentrated sulphuric acid on dilution with an equal volume of distilled water shall be free from suspended matter and other visible impurities. The sulphuric acid shall meet the requirements of columns - 4 and 5 Table -1 of IS-266-1993. The requisite quantity shall be despatched in non-returnable containers suitably packed and marked as per the requirements of the above Indian Standards. The container materials and packing shall be subject to approval of the purchaser.

Sufficient quantity of distilled water conforming to IS-1069-1993 shall be supplied in non-returnable containers to correct the level of electrolyte during initial testing and commissioning. The material of containers and packing shall be subject to the approval of the purchaser.

7.5. **Terminal Post:** Terminal Post : Positive and negative terminal posts of the cells shall be clearly and unmistakably identifiable. Terminal posts shall be designed to accommodate external bolted connections conveniently and positively. The bottom hole shall be used to terminate inter-cell connection. The top hole shall be left for terminal connections. All metal parts of the terminals shall be of lead or lead coated type. Bolts, heads and nuts, except seal nuts, shall be hexagonal and shall be lead covered. Terminal posts shall be adequately fixed to prevent its turning or twisting when the connectors are being fixed or removed. The junction between terminal posts and cover and between the cover and container shall be adequately sealed to prevent any seepage of the electrolyte. All terminals shall be provided with insulated covers.

7.6. **Connectors :** Connectors should be adequately designed to carry maximum duty cycle as specified and shall offer minimum impedance. While considering the terminal voltage of the cell at the time of testing for discharge, the voltage drop due to inter-row and inter-cell connectors shall be considered. Connectors shall be of lead plated copper. The lead coating shall be adequate and tenacious. Minimum thickness of lead coating shall be 25 microns. Connectors shall be adequately designed to withstand various stresses due to temperature changes, attack of acid and dynamic forces that could occur during the operation of the battery.

The connectors shall be of sufficient cross-section to withstand all the working conditions including one minute discharge rate as well as short circuit conditions.

7.7. **Cell lids:** It should be moulded from opaque SAN and sealed to the container. It should be easily removable if the need arises.

7.8. **Water :-** Water used for preparation of electrolyte and also to bring the level of electrolyte to approximately correct height during operation / testing shall conform to relevant standards.

7.9. **Microporous Ceramic Vent Plugs:** The vent plugs should be specially designed incorporating a microporous ceramic filter which effectively returns all acid spray to the cell, but allow free exit of oxygen and hydrogen which is generated at the end of boost charging. On removal, the plugs shall permit drawing of the electrolyte sample for servicing and of checking of the electrolyte level.

7.10. **Marking :** Each cell shall be marked to meet the requirements of relevant Indian standards. In addition, each cell shall be legibly numbered serially to identify the cell during manufacture, testing, installation and operation of battery to identify after having assembled into battery bank in battery racks.

[i] Manufacturer's name, type and trade mark.

[ii] Nominal voltage.

[iii] Type of container and standard AH capacity at as per IS.

[iv] Cell number.

[v] Upper and lower electrolyte level in case of transparent containers.

[vi] Type of positive plate.

[vii] Polarity marking as per relevant IS.

[viii] Date of manufacture [month and year].

A set of loose stickers shall be provided to mark the cells position in the assembled battery bank at site so that a cell removed for maintenance can be put back in original position.

A (a)8.0. INSTALLATION OF BATTERY:

- 8.1. The battery set shall be installed on Existing steel racks in a non-air-conditioned ventilated battery room . Battery racks are not within the scope of supply.
- 8.2. The cell shall be arranged on the racks in a two-tier arrangement with two rows of cells on each tier or with some other suitable arrangement depending upon the availability of space inside the battery room. The lay out shall be subject to the approval of the purchaser.
- 8.3. The tenderer shall indicate and include the proposed arrangement of the batteries and include arrangement for fixing and mounting of inter-bank, inter-row, inter-cell and tap-off connectors etc.

A(a).09. COMMISSIONING:

The first commissioning of each battery set at site shall be in the scope of the Bid. The successful Bidder/s shall have to carry out first commissioning of each battery set at site. The successful bidder shall arrange for all the necessary equipment, including the variable resistor, tools, tackles, and instruments.

A(a).10. ACCESSORIES :-

The equipment and accessories, listed below shall be furnished as part of each battery set and the price of the battery quoted shall be inclusive of these items.

- [a] Stand insulators (+20% extra.)
- [b] Cell insulators (+5% extra.)
- [c] All Cell inter-connectors and end take-offs.
- [d] Lead coated connection hardware such as bolts, nuts etc.5% extra.
- [e] Cell numbering tags with fixing arrangement.
- [f] Cable clamps with hardware.
- [g] Diluted sulphuric acid of required quantity and of specific gravity according to the relevant ISS and 10% extra shall be supplied in non-returnable acid proof containers, suitable packed.
- [h] Two number syringe type hydrometer complete with accessories and suitable for measuring SP gravity between 1.1 to 1.320 with graduation of 0.005 Sp. Gravity together with temperature correction charts.
- [i] Two number floating hydrometer.
- [j] Two numbers thermo-meters having range 0-100^o C whose one division of the graduated scale shall represent at the most 1 degree centigrade with separate gravity correction chart.
[Accuracy of calibration shall not be less than 0.5^oC]
- [k] One number wall mounting teak-wood for hydrometers and thermo-meters.
- [l] Two numbers acid-resisting plastic jugs [2 litre capacity]
- [m] Two numbers plastic funnels.
- [n] Two numbers rubber syphon.
- [o] Two numbers rubber aprons.
- [p] Two pairs of rubber gloves.
- [q] Two sets special tools or tools required for connecting the terminals of the batteries.
- [r] The battery terminals shall be brought out in a junction box to be mounted on the battery stands.
- [s] Any other accessories, not specified but required for installation, satisfactory operation and maintenance of batteries for a period of 5 [five] years.

A(a).11.0 MAXIMUM SHORT CIRCUIT CURRENT :

The Bidder shall state the maximum short circuit current of each battery along with the safe duration in seconds which it can withstand. Methods, proposed to be adopted for protecting batteries from the short circuit conditions should also be stated to avoid damage to the battery and loss to the associated equipment.

A(a).12. VENTILATION:

The bidder shall indicate in his bid the requirements of ventilation in the battery room. The battery shall operate satisfactorily over the entire range of the temperature and humidity indicated in this specification without affecting its normal life. Bidder shall indicate the percentage reduction in battery capacity at the lowest temperature of 27 deg C. If any special ventilation requirements are necessary, the same shall be indicated.

A(a).13. CAPACITY:

The standard Ampere-hour capacity at ten hour rate shall be 800 AH with an end cell voltage of 1.85 volts/cell.

A(a).14. CHARGING:

The bidders shall state whether an equalizing charge is recommended for the battery. If so, the equalizing charge voltage, current, duration and the interval between the equalizing charging shall be specified in the Data sheet. Bidder shall also indicate the requirements for boost charging. The trickle charge current should also be specified.

A(a).15. LIFE:

The bidder shall quote in his offer the guaranteed life of the battery when operating under the conditions specified. As per clause A(a) 5.1 the bidder shall also furnish the life cycle of the battery indicating the capacity of the battery each year upto 20 years in a tabular form & also in a graphical form in standard operating condition.

A(a).16. INSTRUCTION MANUALS:

Eight sets of instruction manuals for installation, commissioning, charging and maintenance instruction along with its soft copies in CD/DVDs shall have to be furnished

A(a).17. TRANSPORT:

The batteries, accessories and racks etc. shall be suitably packed and transported to site.

A(a).18. TESTS:

A(a).18.1 TYPE TESTS : The bidder shall submit the test reports along with his offer for the following type tests, conducted on the offered samples as per relevant National Standard[s] within five years from the date of opening of the bid and test witnessed by any Government Department / Government undertaking, failing which the offer is liable for rejection.

[a] Verification of constructional requirements.

[b] Verification of dimensions.

[c] Test for capacity.

[d] Test for retention of charge.

[e] Endurance Test.

[f] Ampere-hour and watt-hour efficiency test.

[g] Test for voltage during discharge.

If the type test report [s] does/do not meet the requirements as per this specification, OPTCL at its discretion may ask the supplier to conduct the above

type tests [s] at the supplier's cost in the presence of OPTCL's representative without any financial liability to OPTCL

A(a).18.2 ACCEPTANCE TESTS : Following shall constitute the acceptance tests which shall be test witnessed by the purchaser's representative at the works of the manufacturer at the cost of supplier.

[i] Verification of marking.

[ii] Verification of dimensions.

[iii] Test for capacity for 10 hours discharge rate along with the Test for voltage during discharge.

[iv] Ampere-hour and watt-hour efficiency test.

A(a).18.3.1 The Purchaser may at his discretion undertake test for capacity and voltage during discharge after installation of the battery at site without any extra cost.

A(a).18.3.2. The supplier shall arrange for all necessary equipment including the variable resistor, tools, tackles and instruments. If a battery fails to meet the guaranteed requirement, OPTCL shall have the option of asking the supplier to replace the same within 15 [fifteen] days from the date of declaring the same to be insufficient/failed / not as per the specification [s].

A(a).19. DRAWINGS / DOCUMENTS:

The tenderer shall submit the following drawings / documents along with his offer failing which the offer is liable for rejection.

[a] General battery arrangement, proposed size of individual and over all dimensions along with sectional views showing all connections etc.

[b] Pamphlets and technical literature giving detailed information of the batteries offered.

The manufacturer shall submit the following drawings / documents in 7 [seven] copies within 15[fifteen] days from the date of issue of the purchase order for purchaser's approval. :-

[a] Lay out details of the batteries.

[b] OGA and cross-sectional details for battery cells.

[c] Instruction manuals for initial charging and subsequent charging.

[d] Technical data, curves etc.

A(a).20. GUARANTEED TECHNICAL PARTICULARS :

The Guaranteed technical particulars, as called for in the 'Annexure - I shall be furnished along with the tender. Any tender lacking complete information in this respect is likely to be rejected.

A(a).21. BUY- BACK OF OLD BATTERY CELLS:

The tenderer will quote buy-back rates of old battery cells (different AH capacities), available at the following Sub-Station of OPTCL in the State of Odisha. The scope of 'BUY-BACK' system includes the loading, transportation, taxes, duties, and any other statutory levies, rules and regulations, notified by Govt. of India/ Govt. of Orissa, or their Undertakings.

DETAILS OF EXISTING BATTERY SETS PROPOSED TO BE REPLACED.

Sl: No.	Name of the Grid S/s	Make	Type	Rating	Quantity
01	Mendhasal Grid S/S	Exide	YHP-21	1070AH	1 set (23 cells)
02	Duburi (New) Grid s/s	Exide	YHP-21	1070AH	2 sets (48 cells)

The bidders are advised to inspect the old batteries, available at the Grid Sub stations prior to submission of their bids and the rate of the battery cell should be quoted in the prescribed price bid of this tender specification on AH basis. The bidder may also visit other Sub-stations of OPTCL and may quote for available Nos. of old battery cells on AH basis, stating the name of Sub-station, AH capacity of the cell, Nos. of cells etc. The old battery cells will be lifted by the bidder "AS IS WHERE IS BASIS" and the loading, transportation, taxes, duties and all other charges shall be borne by the Bidder. It should be noted that the bidder is to abide by all the rules, regulations, as prescribed by Govt. of India/Govt. of Odisha in this respect.

The purchaser may at its discretion may postpone/terminate the ' BUY BACK OF OLD BATTERY CELLS, as the situation warrants or direct the bidder to lift old battery cells of similar type from other Grid Sub-stations or reduce the quantity of battery cells, to be sold on buy back system or free to the take any other decision, conducive to both the purchaser and the bidder.

A(a).21:All deviations from the specification shall be separately listed, in the absence of which it will be presumed that the provisions of these specifications are complied with by the bidder.

N.B. :- Besides the above general technical requirements, all other stipulations, as enumerated in this technical specification shall be followed. Any deviation should be clearly brought out with clear explanation.

Any extra accessories as necessary for operation and performance of the battery set as per this specification shall be provided without any extra cost to OPTCL.

ANNEXURE - I
SCHEDULE OF GUARANTEED TECHNICAL PARTICULARS
FOR 48V PLANTE' TYPE LEAD ACID STATIONARY BATTERY.

[To be filled in by the bidder]

Values/Others

1.	Manufacturer's Name and address along with Fax No. & Tele phone No.	
2.	Conforming to standards	
3.	Type and designation as per ISS	
4.	Manufacturer's type and designation	
5.	AH capacity and voltage of the battery at 27 deg.C.	
[a]	At 10 hour rate of discharge.	
[b]	At 5 hours rate of discharge.	

[c]	At 1 hour rate of discharge	
[d]	At 1 minute rate of discharge.	
[e]	At ½ hour rate of discharge.	
6.	Open circuit voltage of each battery cell.	
[a]	Fully charged	
[b]	Floating condition.	
[c]	When completely discharged at.	
[i].	10hr. rate.	
[ii].	5 hour rate	
[iii]	1 hour rate	
[iv]	½ hr. rate	
[v].	1 minute rate	
[vi]	1-second rate.	
7.	Recommended float charging voltage [volts] across the battery terminals.	
8.	Recommended boost charging voltage [volts].	
9.	Time required for boost charging from discharged conditions [in hours]	
10.	Trickle charging Current range/cell	
11.	AH capacity at 10 hour rate at 10 hour rate at room temperatures of :	
[a]	15 deg C.	
[b]	27 deg C.	
[c]	50 deg C.	
12.	CELL DETAILS	
[i].	No. of cells per battery	
[ii].	Total nos. of plates per cell.	
[iii]	No. of positive plates per cell.	
(iv)	Type of positive plate	
(v)	No. of negative plates per cell	
(vi)	Type of negative plate	
(vii)	Surface area of plates in sq. mm.	
(viii)	CONSTRUCTIONAL DETAILS AND DIMENSIONS OF	
(a)	Positive plate	
(b)	Negative plate	
(c)	Material of the container	
(d)	Thickness of the container	
(e)	Overall dimensions of each cell (LxBxH)	
ix.	Weight per Cell (Kg)	

(a)	Active elements-positive	
(b)	Active elements-Negative	
(c)	Container	
(d)	Net dry weight	
(e)	Weight with electrolyte	
x.	Distance between centre of cells where erected.	
xi.	Nominal cell voltage.	
xii.	Internal resistance of each cell at	
(a)	Fully charged condition	
(b)	Fully discharged condition	
(c)	Floating condition	
13.	Type, Thickness and materials of the separators	
14.	Containers	
(a)	Type	
(b)	Material	
(c)	Outside dimensions (LxBxH)	
15.	Cover and its type and material	
16.	Clearance in mm between	
(a)	Top of plates and top of container	
(b)	Bottom of plates and bottom of container	
(c)	Edges of plates and inner surface of container.	
17.	Sediment space (depth) in mm	
18.	ELECTROLYTE	
(a)	Amount of electrolyte and specific gravity at 27 deg. C for first filling.	
(b)	First filling per set with 10% of extra furnished.	
(c)	Electrolyte conforms to standard	
(d)	Rated specific gravity of electrolyte when fully charged at room's temperature of	
(i)	15 deg. C	
(ii)	27 deg. C	

(iii)	50 deg C.	
(e)	Specific gravity of electrolyte at the end of discharge at 10 hour discharge rate.	
(f)	Maximum electrolyte temp. that the cells can withstand without injurious effect.	
(i)	Continuously	
(ii)	For short period	
19.	INTER CELL CONNECTOR	
(a)	Whether Inter-cell connector to be furnished ? (Yes / No)	
(b)	Type of inter-cell connector (bolted or others)	
(c)	Materials of inter cell connector	
20. (a)	Inter row, inter-tier connectors and end take-off furnished ? (Yes / No)	
(b)	Description, size, current rating, type and material.	
21.	Recommended rate for charging the battery in 8 hours.	Start Finish
(a)	Current	
(b)	Voltage	
22.	Recommended float charge rate	
23.	Resistance of the battery including inter-connector between the cells in ohms.	
24. (a)	Maximum short circuit current per battery	
(b)	Allowable duration of short circuit	
25.	Short circuit current for a dead short across the battery terminals when	
(a)	Float at 2.1 volts per cell.	
(b)	Boost charge to 2.75 volts per cell.	
26.(a)	Time to full charge at finishing rate only	
(b)	Time to full charge at higher starting rate	
(c)	Time for full charge to charge by two step charging at starting up and	

	finishing rates	
27.	Guaranteed AH efficiency at 10 hour rate of discharge in percent.	
28.	Guaranteed WH efficiency at 10 hour rate of discharge in percent.	
29.	Instructions for filling and initial charging of the battery with finishing and two step charging rates.	
30.	Recommended interval at which battery should be discharged at 10 hour rate and quick charged.	
31.	Recommended floating voltage per cell and the minimum variation.	
32.	Recommended maximum period of storage before the first charge.	
33	Life cycle of Battery in year wise As per clause A(a) 5.1	
34.	Average life in years	
35.	Guaranteed life of battery in years.	
36.	Estimated life of battery in years.	
37.	Total shipping weight of battery units	
38.	The following characteristic curves, to be furnished alongwith the tender (whether furnished)	
(a)	Battery discharge curves at various rates between one minute and 10 hour rate. (Yes / No.)	
(b)	Curves showing the relation between the specific gravity and amount of charge in the battery for both charging and discharging conditions. (Yes / No)	
(c)	Curves showing the relation between cell voltage and charging current when charged at	
(i)	Finishing rate (Yes/ No)	
(ii)	High starting rate (Yes/ No)	
(iii)	Two step charging by starting and finishing rate (Yes / No)	
(d)	Curve of internal resistance at the end of various discharge rates (Whether furnished (Yes / No)	

ANNEXURE - III

QUANTITY AND DELIVERY SCHEDULE

Sl. No.	Description	Quantity	Desired delivery	Destination
1.	Supply & commissioning of 48V,800 AH plante' type lead acid stationary battery.	04 Sets	3 Months from the date of placement of purchase order.	Any store or Grid Sub-station within the Odisha State which will be indicated in the purchase order / release order.

N.B:- The destination Stores /Sub-stations will be intimated at the time of placement of the purchase order/issue of release order.

ANNEXURE - IV-A
(For Testing of Battery)
(To be filled in by the bidder)

CALIBRATION STATUS OF TESTING EQUIPMENTS AND INSTRUMENTS/ METERS

Name of the Test	Meters & Equipment required for the corresponding test with range, accuracy, make & Sl. No.	Date of Calibration	Due date of Calibration	Name of the Calibrating Agency	Whether Calibrating Agency is Govt. approved	Whether documents relating to Govt. approval of the calibrating Agency furnished	Whether the meters/ equipment fulfil the accuracy class as per calibration report.	Whether the calibrating agency has put any limitation towards the use of the particular meter/ equipment. If yes, state the limitations	Whether the calibrating agency has put any limitation towards the use of the particular meter/equipment/ meter. State the colour of the affixed sticker	In spite of imposed limitations. Whether the particular meter / equipment can still be used? Justify its use for corresponding test(s)	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Signature of the tenderer with seal & date

ANNEXURE V - A

(To be filled in by the bidder)

CHECK LIST TOWARDS TYPE TEST REPORTS FOR BATTERY

Name of the Type Test	Date of Test	Name of the Laboratory where the Test has been conducted	Whether the Laboratory is Government approved	Whether the Test report is valid as per Spn.	Whether the Test report in complete shape along with drawings etc. furnished or not ?	Whether the type tested Plante lead acid battery fulfills the technical requirements as per TS	If the type tested battery does not fulfill the technical requirements as per this specification, whether the bidder agrees to conduct he particular type test again at their own cost without any financial liability to OPTCL in the presence of OPTCL's representative within the specified delivery period	Remarks
1	2	3	4	5	6	7	8	9

Signature of the tenderer with seal & date

ANNEXURE - VI

[To be filled in by the bidder]

CHECK-LIST FOR DELIVERY SCHEDULE

Sl	LOT No.	Description of the Equipment	Quantity	Delivery Schedule
1.	LOT-I			

Signature of the Tenderer
with seal and date.

PART – II

PRICE BID

1. PRICE:

- (i) **Bidders are required to quote their price(s) for goods offered indicating they are 'FIRM'**
- (ii) **The prices quoted shall be FOR Destination only at the consignee's site/store inclusive of packing, forwarding, Freight & Insurance. In addition, the break-up of FOR Destination price shall be given as per schedule of Prices in Annexure-V of Section – III. The Tenderer has to certify in the price bid that MODVAT benefit if any, has been fully passed on to the Purchaser, while quoting the tender prices.**

2. INSURANCE :

Insurance of materials/equipment, covered by the Specification should normally be done by the Suppliers with their own Insurance Company unless otherwise stated. The responsibility of delivery of the materials/equipment at destination stores/site in good condition rests with the Supplier. Any claim with the Insurance Company or Transport agency arising due to loss or damage in transit has to be settled by the Supplier. The Supplier shall undertake free replacement of equipment/materials damaged or lost which will be reported by the Consignee within 30 days of receipt of the equipment/materials at Destination without awaiting for the settlement of their claims with the carriers and underwriters.

3. CERTIFICATE FOR EXEMPTION FROM EXCISE DUTY/SALES TAX:

Offers with exemption from excise Duty/ Sales tax shall be accompanied with authenticated proof of such exemption. Authenticated proof for this clause shall mean Photostat copy of exemption certificates, attested by Gazetted Officers of State or Central Government.

4. PROPER FILLING UP OF THE PRICE SCHEDULE:

- (i) In case where Freight & Insurance charges are not furnished, 5% of the Ex-works price shall be considered as the freight & Insurance charges.**
- (ii) The tenderer should fill up the price schedule (Annexure-V of Section-III) properly and in full. The tender may be rejected if the schedule of price is submitted in incomplete form as per clause-34 (ix) of Section-II of the Specification.**

5. NATURE OF PRICE INDICATED IN SPECIFICATION SHALL BE FINAL.

The nature of price indicated in the Clause-13, Section - I of PART -I of the Specification shall be final and binding.