



**ODISHA POWER TRANSMISSION CORPORATION LIMITED**

**OFFICE OF THE SENIOR GENERAL MANAGER,  
CENTRAL PROCUREMENT CELL,  
JANPATH, BHUBANESWAR - 751022**

**TENDER SPECIFICATION NO. S.G.M-CPC- P.T- 47/2022-23  
TOWARDS PROCUREMENT OF**

**40 MVA, 132/33 KV POWER TRANSFORMER –08 NOS.**



**ODISHA POWER TRANSMISSION CORPORATION LIMITED**  
Janpath, Bhubaneswar-751022, Odisha.

**e-NOTICE INVITING TENDER NO. – CPC-47/2022-23**

For & on behalf of Odisha Power Transmission Corporation Limited (OPTCL), Senior General Manager, CPC (**Central Procurement Cell**) invites tenders from reputed manufacturers under two-part bidding system for Supply of the Transformers as per the following details.

Sl. No.	Tender Specification No.	Description	Quantity	Last Date & Time of Submission of Bid.	Date & Time of Opening of Techno-commercial Bid
1	S.G.M-CPC-P.T-47/2022-23	40 MVA, 132/33 KV Power Transformer	8(Eight) Nos.	Up to Dt. <b>04.04.2023</b> - up to 15:00 Hrs (IST)	Dt. <b>05.04.2023</b> on/after 11.00 Hrs (IST)

The interested bidders would be required to enroll themselves on the tender portal [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL). Complete set of bidding documents are available at [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) from Dt. **03.03.2023**, 11 Hrs. to Dt. **04.04.2023**, 11.00 Hrs. Interested manufacturers may visit OPTCL's official web site <http://www.optcl.co.in> and [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) for detail specification.

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

**SENIOR GENERAL MANAGER [C.P.C.]**

NOTICE INVITING TENDER

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

e-NOTICE INVITING TENDER NO. – CPC-47/2022-23

For & on behalf of Odisha Power Transmission Corporation Limited (OPTCL), Senior General Manager, CPC (Central Procurement Cell) invites tenders from reputed manufacturers under two-part bidding system for Supply of the Transformers as per the following details.

SL. No.	Tender Specification No.	Description of materials.	Quantity In Nos.	Earnest Money Deposit (In Lacs.)	Cost of Tender Spec. document	Tender Processing fee.	Last date of submission of tender	Date of opening of tender
1	S.G.M-CPC-P.T-47/2022-23	400 MVA, 132/3 3 KV Power Transformer	8 (Eight) Nos.	<b>Rs.355,59,39/-</b>	Rs. 25,000+ 18% GST = Rs 29,500/- (Rupees Twenty Nine Thousand five hundred only)	Rs 5,000 / + GST@ 18% (Rs 5,900 /-)	Up to Dt.04.04.2023 - up to 15:00 Hrs (IST)	Dt.05.04.2023 on/after 11.00 Hrs (IST)

- The bidders who want to submit bid(s), shall have to pay the tender paper cost (non-refundable) for amount Rs 29,500/- (including GST @ 18%) (LOT-I) online through e-payment gateway link provided in e-tender portal (by using Net Banking, Debit Card or Credit Card). The online payment can be made prior to last date & time of submission of online tender.
- The bidders shall also have to pay a non-refundable amount of Rs.5900/- (Rupees Five thousand Nine Hundred only inclusive of GST @ 18%) towards tender processing fee for each lot, to “K.S.E.D.C.Ltd, Bangalore”, in e-payment mode. The e-payment of above amount is to be made to enable the bidder to download the tender documents in electronics mode.
- The bidders are required to submit the EMD (as applicable), tender processing fee, tender cost etc. on or before the scheduled date & time of submission of online tender.
- The bidders shall scan the “Tender Cost” & “Tender processing fee” and upload the same in the prescribed form in .gif or .jpg format in addition to sending the original as stated above.
- The prospective bidders are advised to register their user ID, Password, company ID from website [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) by clicking on hyper link “Register Me”.
- Any clarifications regarding the scope of work and technical features 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 [C.P.C.]**

**ODISHA POWER TRANSMISSION CORPORATION LIMITED  
JANAPATH, BHUBANESWAR - 751022.  
OFFICE OF THE CHIEF GENERAL MANAGER,  
CENTRAL PROCUREMENT CELL,**

FAX: 0674 - 2542964

TELEPHONE: 0674 - 2541801

**TENDER SPECIFICATION NO. S.G.M-CPC- P.T- 47/2022-23**

CONTAINING

**PART-I**

SECTION - I: INSTRUCTIONS TO TENDERERS.

SECTION - II: GENERAL TERMS & CONDITIONS OF CONTRACT.

SECTION - III: LIST OF ANNEXURES. (SCHEDULES & PROFORMA)

SECTION - IV: TECHNICAL SPECIFICATION.

**PART - II. : PRICE BID.**

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**COMMERCIAL SPECIFICATION  
PART-I  
SECTION-I  
INSTRUCTION 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 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 submitted according to the instruction, stipulated above. The participants to the tender should be registered under **GST Laws**.

1. For all the users it is mandatory to procure the Digital Signatures.
2. Contractors / Vendors / Bidders / Bidders are requested to follow the below steps for Registration:
  - a. Click "Register", fill the online registration form.
  - b. Pay the amount of Rs. 2360/- through e-payment in Favour of KSEDC Ltd. Payable at Bangalore. This registration is valid for one year.
  - c. Send the acknowledgment copy for verification.
  - d. 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 a 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.
  - Enter the required fields including details of D.D for tender Processing fee.
6. After making the request Bidders will receive the Bid Documents which can be checked and downloaded by following the steps mentioned below:
  - 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.  
Bhubaneswar - 09937040591

## **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 and 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-V
- [ii] Schedule of prices as per Annexure-VI

## **3. Tenders shall be in Two Parts**

The Tenderers are required to submit the tenders in two parts. Part-I shall be techno-commercial & and Part-II shall be-“Price Bid”.

## **4. Opening of Bids.**

- [a] The part-I shall be opened on the date and time fixed by the OPTCL. Bids will be opened in Electronic mode in presence of the Tenderers or their authorized representatives [limited to one person only] on the due date of opening of tender. 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 proposals 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 in the presence of the bidder’s representative 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.
- [g] Tenderers are requested to go through our Technical requirements thoroughly and carefully and it may be noted that furnishing of all information, as required in the enclosed Annexure is mandatory. In case, any of the annexure, duly filled in, is not found furnished, as required in the enclosed annexure, the Tender will be treated as incomplete and will be liable for rejection without any correspondence by the purchaser.

#### **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. The Purchaser may, at its discretion increase or decrease the quantity of Transformer as per above tender. In case of increase in quantity, the successful bidder(s) shall be asked to furnish their willingness.

Clause 5.2-The Orders may be split among techno-commercially responsive Bidders, basing on the lowest evaluated cost (maximum three nos of Techno-commercially responsive Bidders if found expedient by the purchaser in order to get the benefit of timely delivery. In case of splitting between two bidders, the ratio shall be 70% (L1): 30% (L2) of the quantity as a whole or lot(s), as the case may be, considering the nearest whole number. Similarly in case of splitting among 3 bidders, the ratio shall be 50% (L1): 30% (L2): 20% (L3) of the quantity as a whole or lot(s), as the case may be, considering the nearest whole number. In case L2 or L3 bidders does not agree to match the L1 prices, negotiation can be held with other techno-commercially responsive L4, L5 ..... bidders in sequence to match L1 price basing on total evaluated cost.

#### **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.**

No technical/commercial deviations shall be allowed and in case of any deviation furnished by any bidder, their bid shall be liable for rejection.

#### **8. Eligibility for submission of bids.**

Only those manufacturers who have deposited the cost of tender specification, tender processing fee & **EMD (As applicable)** are eligible to participate in the tender. They should deposit the above prior to the **scheduled date & time of opening of Tender** & submit the money receipt as a proof of such payment.

#### **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](http://www.tenderwizard.com/OPTCL))
- [B] Tenders submitted through **Telegraphic, FAX or any other mode except above,** 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 in aforementioned table will be rejected out rightly.

~~The local Micro and small Enterprises (MSEs) (In the state of Odisha) 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-VII** 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 300 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-X.**
- (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.
- ~~(ix) EMD amount Nil. However bidder has to submit "bid security declaration" in Revised Declaration Form (Annexure-I) given below that if they withdraw or modify their bids during the validity period "they will be suspended/debarred for a period of three years".~~

**12. Validity of the Bids: -**

The tenders should be kept valid for a period of 240(Two Hundred Forty) days from the date of opening of the tender, failing which the tender will be rejected.

**13. BID PRICE: -**

- A) i) Prices quoted shall be variable Unit Price( Taxable Value at Destination) for Transformers including oil and all other accessories as per Specification and the quotations should be based on price, inclusive of packing, forwarding, freight, GST & other local taxes, handling charges (including unloading and part-wise stacking) at the Destination stores/site and insurance to cover the transport by road from the bidder's works to site/stores.
- ii) It is the responsibility of the bidder to inform himself of the correct rates of duties and taxes, leviable on the material at the time of bidding.
- iii) If the rates of statutory levies, assumed by the Bidder are less than the correct rates, prevailing at the time of tendering, the OPTCL shall not be responsible for such errors. If the rates of statutory levies, assumed by the Bidder are later proved to be higher than the actual/correct rates, prevailing at the time of tendering, the difference shall be passed on to the credit of the OPTCL. If the rates of statutory levies, assumed by the bidder increase due to increase in turnover, the increase shall be borne by the Bidder.
- iv) In case, the bidder is exempted from paying GST, such bidder shall invariably enclose a copy of certificate of exemption from Goods & Services Tax. Offers with exemption from Goods and Services 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 Goods and Services Tax shall be paid on actual basis subject to production of authenticated documentary evidence.

- v) **The benefit of Input Tax credit**, available to the bidder on the purchase of inputs (raw materials) including oil, consequent to the introduction of GST **shall** be taken in to account, while quoting the prices.

**B)** The prices, indicated in the price schedule shall be entered in the following manner: -

i) The Basic price (taxable value) of the Transformer shall be quoted as 'VARIABLE' as per ~~Wholesale Price Index (WPI)~~ **IEEMA** of Transformers, in accordance with enclosed **ANNEXURE-XV** & sub-clause-C below.

ii) The charges for conducting various type tests **special tests** (test wise) shall be quoted on 'FIRM PRICE' basis.

iii) The charges for mandatory spares (item wise) shall be quoted on 'FIRM PRICE' basis.

iv) The price for Digital RTCC panel, Nitrogen Injection Type Fire Prevention & Extinguishing System, Online insulating oil drying system, Online dissolved gas (Multi gas) & moisture analyzer and Oil storage Tank shall be quoted on 'FIRM PRICE' basis.

This clause is applicable for the tenders, where above items are specifically mentioned in the price bid sheet.

v) The bid price shall be in Indian rupees.

vi) **GST and other local taxes**, which will be payable for goods and services, specified under **this contract shall be included in the Bid price and they shall be indicated separately both in lump sum and percentage.**

vii) Charges towards supervision of erection, testing and commissioning, shall be quoted on 'FIRM PRICE' basis along with GST, if any.

The above break-up of price will be solely for the purpose of facilitating the comparison of bids by the purchaser and will not in any way limit the purchaser's right to contract on any of the terms, offered.

**The Bid price shall be written both in words and figures.** In case of conflict between the figures and words, the latter shall prevail.

**C) VARIABLE PRICES & PRICE VARIATION BASIS: -**

For the procurement Contracts, the price variation shall be allowed for below items

1. Power Transformers & Reactors,
2. ~~Substation & Transmission Line Tower Structure materials including Nuts & Bolts,~~
3. Conductors,
4. ~~Power, control and EHV cables~~

**The IEEMA formula as on date to be applied prospectively. Whenever IEEMA formula is amended the same be applied**

### **Computational procedure**

- **IEEMA PV formula shall be made applicable on 95% of taxable value (Quoted in OPTCL tenders including freight and insurance) considering 5% towards freight and loading & unloading cost**
- **There would be ceiling of 20% on positive side and no ceiling on negative side for price variation. However increase beyond 15% can be given in exceptional cases only.**

- The date of delivery is the date on which the item is notified as being ready for inspection/dispatch (in the absence of such notification, the date of manufacturers dispatch note is to be considered as the date of delivery) or the contracted delivery date (including any agreed extension thereto), whichever is earlier, wherever supplies are effected within contractual delivery period. In case, the supplies are effected after the contractual delivery period, the scheduled delivery date or the date of offer for inspection or the actual delivery date, whichever is advantageous to the purchaser will form the basis for calculation of price variation

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 Specification:** -

The bidder is deemed to have carefully examined all instructions, formats, terms and meaning of all the clauses of the specification. Failure to furnish all informations, required by the Bidding documents or submission of a bid, not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of his bid. In case of doubt regarding the meaning of any clause, instruction, format and terms, the bidder may seek clarification in writing from the Senior General Manager (CPC) OPTCL and must ensure that the same is received by CPC, not later than 10(ten) days prior to the deadline for submission of bids.

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 ~~/ documents in support of exemption from earnest Money~~ Deposit **if any. [As per Annexure-VII]**
- [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, 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 the tendered transformer rating or higher (both MVA & Voltage rating), 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] Rating under Goods & Services Tax, GST Registration Certificate. The permanent account number [PAN] and IT Return for last three years of the firm is required under Income tax Act.
- [x] ~~Notarized copies~~ of Audited Balance sheet & profit loss accounts of the bidder for past 5 (Five) years.
- [xi] Schedule of quantity and delivery in the prescribed Proforma vide **Annexure-IV**.
- [xii] List of Orders in hand to be executed.
- (xiii) Check list for qualifying requirements as per **Annexure-III**.
- (xiv) Other Annexures as per Section-III of this specification.
- (xv) Abstract of Price components as per **Annexure-V**.
- (xvi) Bidders are advised to number all pages of their Tender documents along with the Annexures and submit (upload) the tender as well as they will mention "List of contents" in a separate document and clearly indicating description of the documents and page numbers, failing which their Tender(s) is/are liable for outright rejection. The documents such as copies of purchase orders, User certificates, performance certificates, audit reports, balance sheets, Tax clearance certificates, type test reports, which are issued by external agencies in the favour of the tenderer, will be submitted, failing which these documents may not be considered for evaluation.

**Part-II Bid shall accompany with the following documents**

- [i] Schedule of prices in the prescribed proforma as per **Annexure-VI**.

**Part-II Bid shall accompany with the following documents**

- [i] Schedule of prices in the prescribed proforma as per **Annexure-VI**.

**17. Conditional Offer**

Conditional offer shall not be accepted and shall be liable for rejection at the discretion of the purchaser.

**18. Affidavit towards correctness of documents & information furnished by the bidders:-**

The bidders are required to furnish an affidavit (Format enclosed as Annexure-XVI of Section-III), towards correctness of documents & information furnished in their bids.

**19.0 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 (Ist/IIInd 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 (Ist/IIInd 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.**

**20. 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 techno-commercially and otherwise acceptable bids shall only be evaluated. The price bids of the others along with the EMD, 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 lot. 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-16 mentioned herein above. Inclusion of any of the documents/information etc. shall render the bid liable for rejection.
- (vii) The tenderer must submit the EMD amount, cost of tender document and documents towards e-payment of Tender processing fee, copy of GST registration number in a sealed cover envelope super scribing the tender specification number, Tender Notice No & Date opening of tender clearly on the cover envelope. The said envelope is to be submitted in the office of the purchaser on or before the scheduled date and time of opening of techno-commercial bid.

## 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 or a notary. 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 be liable for outright rejection/cancellation at any stage if any information contrary to the affidavit/declaration is detected.

22. The bidders are required to give an undertaking (In Annexure-V) that, entire implication of lower tax and input tax credit benefit have been fully passed on to the purchaser as per anti-profiteering and other provisions under GST law while quoting tender price.

## 23. CHALLENGE TEST :

- 23 (a) Any participating bidder can challenge whether the supplier has supplied the transformer as per the purchase order / tender technical specification or not. Challenge testing can be done on any one transformer of a supplier, out of the ordered quantity, during guarantee period from the date of dispatch instruction but before commissioning at site.
- 23 (b) The challenger shall have to make written request to the Senior General Manager(CPC) for challenge testing giving details of manufacturer, purchase order and rating of transformer supplied by the party challenged along with the following :
  - i) Demand draft / Banker's cheque in favour of DDO, Head Quarter, OPTCL, Bhubaneswar amounting to Rs. 5,00,000/- (Rs. Five lacs only) thereon towards challenge testing (non refundable).
  - ii) Demand draft / Banker's cheque in favour of the party challenged amounting to

rs. 1,00,000/- (Rs. One lac only) to meet their contingencies which shall be handed over to the party challenged at the time of sealing of the selected transformer for testing.

- iii) Confirmation of test date from the test lab (CPRI / ERDA). The test date shall not be later than 6 months from the date of submission of application for challenge testing. The test date at CPRI / ERDA is to be obtained by the challenger by deposit the required test charges.

23 (c) All the expenses mentioned below during challenge testing shall be incurred by the challenger:

- i) Dismantling (if the transformer is already installed) and loading at site.
- ii) To & Fro transportation (including insurance) charges from site to testing platform and back to site (anywhere in ODISHA). The transformer lifted from site shall be fully insured against all the risk for the period starting from lifting of the transformer from the site till return back to site (anywhere in ODISHA) after testing.
- iii) Unloading and assembly at testing platform.
- iv) Dismantling after testing & loading from testing platform.
- v) Unloading at site.
- vi) Taxes, duties, levies, etc., during transportation of transformer from site to test lab & back to site, if any.
- vii) Re-installation charges of transformer at site, in case the selected transformer had already been installed.
- viii) Testing fee / charges demanded by CPRI / ERDA.

All the arrangements in regards to above activities shall be exclusively made by the challenger.

23 (d) The challenger shall intimate the proposed date of lifting of selected transformer to the Senior General Manager(CPC),OPTCL,Bhubaneswar,ODISHA at least, 15 days in advance, along with the following:

- i) Bank guarantee, in acceptable form of an amount equivalent to F.O.R. Destination cost of the selected transformer including entry tax as per purchase order, in lieu of security of selected transformer for challenge testing. The Bank Guarantee shall be valid initially for one year.
- ii) Insurance cover for full value of transformer against all the risk for the period starting from proposed date for lifting of the transformer from site till return back to site (anywhere in ODISHA) after testing.

Thereafter, permission for lifting of the transformer shall be granted to the challenger. The challenger shall also intimate the proposed date of lifting of selected transformer simultaneously to the party challenged.

23 (e) The selected sample shall be lifted after sealing the same in the presence of authorized representative (s) of the challenger, the party challenged and OPTCL within 45 days prior to the date of proposed testing. If the party challenged fails to depute its representative to seal / witness the lifting of the proposed transformer on the intimated

date, the transformer shall be lifted for testing without waiting for their representative for sealing / witness and the absence of their representative will be treated as their consent about sealing as well as challenge testing. The sealed transformer shall be transported to CPRI / ERDA for testing in order to proceed as per reserved testing schedule. Both party i.e. challenger, the party challenged may accompany the truck during transportation of selected sample from site to CPRI / ERDA and back.

23 (f) The challenger, the party challenged and OPTCL shall witness the test. If any party i.e. challenger and / or the party challenged and / or OPTCL fails to attend / witness the testing, the sample shall be tested in their absence and all the parties have to accept the test results whatsoever.

23 (g) The challenge testing would cover the following tests:-

- a) Measurement of No load losses (including confirmation on requirement of minimum knee-point voltage as per OPTCL's Technical Specification).
  - b) Measurement of load losses at rated full (100%) load at principal tap duly converted to 75 deg.C winding temperature.
  - c) Temperature rise test.
- All the tests shall be conducted in above mentioned sequence.

23 (h) If all the test results conform to the specification, action shall be taken as detailed below:

- a) The challenger will not be reimbursed the expenses incurred by him for challenge testing of the transformer.
- b) Since the challenge testing may take about 8 month's period for which the transformer may not be in operation. In such case, the actual performance guarantee of the transformer will be available for lesser period than prescribed performance period i.e. 36 months from the date of receipt or 30 months from the date of commissioning whichever is earlier, as per contract. Therefore, after expiry of contractual performance guarantee period of the transformer, the party challenged (Transformer manufacturer) shall have to further guarantee the transformer equivalent to the period starting from the date of application for challenge testing till return back to site after testing. For this, the party challenged shall have to furnish bank guarantee equivalent to 10% of the cost of transformer towards performance for the period as stated above.
- c) The Bank Guarantee, equivalent to the cost of transformer furnished in lieu to security, will be released on receipt of certificate by the consignee / site in-charge regarding receipt of the transformer complete with all fittings and accessories anywhere in Rajasthan to the challenger after recovery of re-installation charges etc, if any.

23 (i) If any of the test results does not conform to the specification, action shall be taken as detailed below:

- a) The party challenged shall be declared as unsuccessful manufacturer and would be debarred from participating in all future tenders of power transformers for the period of 5 years. Further, the order for balance quantity under that particular order shall be cancelled.
- b) The party challenged shall have to reimburse all the expenses as detailed at Clause

No. 6.4.3(c) incurred by the challenger on challenge testing directly to the challenger on furnishing requisite documents towards the expenses incurred. The party challenged shall also have to reimburse Rs. 5,00,000/- (Rs. One lac only) to the challenger which had been incurred by the challenger as detailed at Clause No. 3.40.2 above.

- c) If the losses are found beyond guaranteed value then the penalty towards excess losses shall be recovered at twice the rate prescribed at Clause No. 5.2.2 of Specification for each supplied transformers in this order.
- d) If the transformer does not conform to the specification in temperature rise test, penalty @ 5% of F.O.R. Destination cost (including entry tax) of all the transformers supplied in that particular order till date shall be recovered.
- e) Any type of recoveries arising out due to challenge testing shall be recovered from the financial hold of the party challenged available with the OPTCL in any form in any order placed by the OPTCL.
- f) The Bank Guarantee(s) of the party challenged available with the Nigam against the purchase order shall be released after successful completion of performance guarantee period (including extended period as at Clause No. 3.40.8(b)) and recovery of all dues including the charges due to be reimbursed to the challenger.

**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 equipments as per the specification at the consignee's site, and rendering services in accordance with the enclosed technical specification.

**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 ODISHA POWER TRANSMISSION CORPORATION LIMITED, 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 in accordance with the provisions of the contract as the "Contract Price" which shall include packing, forwarding, freight, insurance Goods and Services Tax and other taxes and duties as applicable at the time of opening of bids.
- 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 "Basic Price (Taxable Value for Goods) at the point of destination" shall mean the price quoted by the bidder for equipment and material at the consignee's store/site. The cost is inclusive of packing, forwarding, freight, insurance and all expenses and taxes & duties at the end of the supplier excluding Goods & Service Tax. The Goods & Service Tax shall be shown in a separate column item wise alongside the Basic Price quoted at the applicable rate in the Tax Invoice. The applicable rate of GST shall refer to the HSN code of the material supplied. The Basic Price and GST thereon shall be the "FOR Destination Price" as quoted by the bidder.
- 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 to be supplied under this contract and if part of the said equipment 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 were being manufactured in the supplier'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 two weeks] in writing for inspection of materials indicating the place at which the equipment is ready for testing and inspection and shall also furnish the Routine Test Certificate, calibration certificates of Testing instruments, calibrated in Govt. approved laboratory with authenticity letter of that laboratory, along with offer for inspection to the Purchaser. A packing list along with the offer indicating the quantity which can be delivered through suitable road transport only to facilitate issue of despatch 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 routine test Certificate, calibration certificates of Testing Instruments before offering their equipment for inspection and testing. The test house/laboratory where tests are to be carried out should be approved by the Govt. A letter pertaining to Govt. approved laboratory should 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 two 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] All the tour expenses of OPTCL inspecting officers towards inspection & testing shall be borne by the bidder as per Cl. No – 19, Section-I (Instruction To Tenderer), Part-I of the T.S. In case, the transformer is not presented for inspection (stage or final) on the date of inspection, offered by the firm due to any reason(s) or in case of repetition of tests and inspection, the firm shall be required to bear all the expenses, incurred in the visit of the Inspector(s).

#### **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 and 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 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 30days of the date 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 equipments/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 **price reduction** 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 rating of Transformer, quoted:
- [iii] Description of the transformers, quoted, supplied and installed with the names of the Organizations to whom supplies were made along with Purchase Order No. & Date, wherein, at least 3 (Three) certificate shall be from a State/Central P.S.U.
- [iv] Details as to where installed and commissioned, as per the above Qualifying Requirement.
- [v] Testing facilities at manufacturer's works.
- [vi] A list of purchase orders of the same rated Transformer, as offered as per technical

specification or higher rating (both MVA & Voltage rating) along with user's certificate, as applicable in accordance with the above Qualifying Requirement of this Specification. User's certificate shall be legible and must indicate, user's name(name of the organisation), address, name and designation of the issuing officer's, contact telephones/mobile no. and e-mail ID FAX No, place of use and satisfactory performance of the Transformers for a period, as stipulated in the above Qualifying Requirement, from the date of commissioning. Further, the certificates must indicate P.O. reference, transformer Sl.No. and rating (MVA, Voltage) and date of commissioning. Incomplete user certificate(s) in the above respect may not be considered for evaluation.

Bids will not be considered, if the past manufacturing experience is found to be unsatisfactory or is of less than the period, as stipulated in the above Qualifying Requirement of this Specification, on the date of opening of the bid and bids, not accompanying user's certificates 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:**

**No technical/commercial deviations shall be allowed and in case of any deviation furnished by any bidder, their bid shall be liable for rejection.**

**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. The quantity of transformers as per above tender may be increased or decreased at the discretion of the purchaser. It may be clearly understood by the Tenderer that the purchaser needs 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 or alleged 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, but such indemnity shall not 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 date, 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 bidder shall be required to state the period of time within which they will complete the delivery of the equipment along with all accessories and spares. **The period, as quoted by the Bidder 14 weeks or more in excess of the specified delivery period will make the bid non-responsive and will be rejected.**

### 14. Dispatch Instructions

- I] The 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 judgment of the Purchaser, the supplier fails to make delivery of equipment within the time specified in the contract or within the period for which extension has been granted by the Purchaser in writing in response to written request of the supplier.
  - [b] If in the judgment 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 similar to that terminated and the supplier will be liable to the Purchaser for any additional costs for such similar equipment 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 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 such delay notify the purchaser in writing of the cause of delay along with documentary evidence. 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 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 equipment along with all its accessories and spares covered by this specification should be guaranteed for satisfactory operation and against defects in design, materials and workmanship for a period of 66 [Sixty Six] months from the last date of delivery or 60 [Sixty] months from the date of commissioning, whichever is earlier. The date of commissioning shall be the date from which the equipment is in satisfactory operation. The last date of delivery shall be the date on which the transformer along with all its accessories and spares are received at OPTCL's stores/sub-station site in complete shape and good condition, substantiated with verification certificate by OPTCL which are released for Dispatch by the purchaser after due inspection.

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 along with all its accessories and spares failed or found defective during guarantee period shall have to be guaranteed after repair/replacement for a further period of 60 months from the date of commissioning or 66 months from the date of delivery at OPTCL's stores/sub-station site in complete shape and good condition, after such repair/replacement whichever is earlier. Date of receipt as used in this clause shall mean the date on which the transformer along with all its accessories and spares are received at OPTCL's stores/sub-station site in complete shape and good condition.

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

(i) A Composite Bank Guarantee as per the proforma enclosed at **Annexure-VIII** of the specification for 10% [ten percent] of the total FORD cost of the purchase order shall be furnished from any nationalized/scheduled bank having a place of business at Bhubaneswar to the office of **Senior General Manager** [Central Procurement Cell], OPTCL within 15 days of issue of the purchase order. The BG shall be executed on non judicial stamp paper worth of Rs.100.00 [Rupees one hundred] only or as per the prevalent rules, valid for a period of **68 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 BG should be revalidated as and when intimated 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.

## **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) 100% taxable value of each consignment with 100% Goods and Services Tax in full as applicable will be paid on receipt of materials including 10% of extra oil **as per dispatch instruction** in good condition at stores/desired site and verification thereof, subject to furnishing and approval of
- a. Contract cum Performance Bank Guarantee at the rate of **10% (Ten percent)** of Taxable Value plus GST thereon  
[In case successful bidder is a local Micro and small Enterprise (MSEs), based in Odisha & registered with respective DICs, Khadi, Village, Cottage & Handicrafts Industries, OSIC and NSIC, 5% (five percent) in place of **10% (ten percent)** will be applicable].
  - b. Guarantee certificate,
  - c. Test certificate by the Purchaser.
- ii) TDS under GST Laws for shall be deducted, **as** applicable and requisite TDS certificate will be issued.
- iii) Any statutory variation due to imposition of new tax or revision in rate of existing tax shall be paid/reimbursed based on scheduled delivery or actual delivery whichever is earlier (i.e. If delivery is within schedule period, statutory variation as applicable shall be paid, and if delivery is made beyond schedule date, any additional financial implication due to statutory variation shall be to the bidder's account)

[B] The supplier shall furnish Contract cum Performance Bank Guarantee of appropriate amount 10% (Ten Percent) to OPTCL as indicated in (i) above within 30 days from the date of issue of the purchase order.

## **22. Price Reduction Schedule for Delay in Completion of Supply under Purchase Order/Contract:-**

- (i) If the Supplier fails to deliver the materials/equipment within the delivery schedule, specified in the Purchase Order/Contract including delivery time extension, if any, granted with waiver of Price Reduction Schedule, the Purchaser shall recover from the Supplier, Price Reduction Schedule for a sum of half per cent (0.5 per cent) of the Taxable Value of the un-delivered equipment /materials for each calendar week of delay or part thereof. For this purpose, the date of receipted challan shall be reckoned as the date of delivery. The total amount of Price Reduction Schedule shall not exceed five per cent (5%) of the Taxable Value of the un-delivered equipment/materials. Equipment will be deemed to have been delivered only when all its components, accessories and spares as per technical Specification are also delivered. If certain components, accessories and spares are not delivered in time, the equipment/materials will be considered delayed until such time as the missing components, accessories and spares are delivered.
- (ii) During the guarantee period, if the Supplier fails to rectify/replace the equipment/material within 30 days from the date of intimation of defect by the purchaser, then the Price Reduction Schedule at the rate of half percent (0.5%) of the Total Taxable Value for each calendar week of delay or part thereof shall be recovered by the purchaser. For this purpose, Price Reduction Schedule shall be reckoned from the 30th day from the date of issue of letter on defectiveness of equipment/material. The

total amount of Price Reduction Schedule in this case shall not exceed 10% (TEN PERCENT) of the Purchase Order/Contract amount except GST (i.e.Total Taxable Value). If the defects, so intimated are not rectified or equipment/materials not replaced by the supplier within the guarantee period, then whole of the C.P.B.G. will be forfeited by the purchaser, without any intimation to the supplier.

- (iii) In case of failure of the transformer, the supplier shall take back the faulty transformer from its plinth for repair at their own cost (or replace the transformer with a new transformer) and deliver, at their own cost, unload at the destination sub-station transformer plinth within three months period from the date of intimation of defects to the satisfaction of the owner, at free of cost. If the delivery after repair/replacement will not be completed within three months, then the supplier shall pay price reduction @ 0.5% of the Total Taxable Value for each calendar week of delay from the end of three months period from the date of intimation of defects. Also, the Purchaser reserves the right for forfeiture of the total Composite Bank Guarantee and all the Securities, available with OPTCL, in case the Supplier fails to pay the price reduction amount by one month before the expiry of the guarantee period. Also, this will be taken as adverse in all future tenders.

The purchase order amount shall mean Taxable Value + GST and other local taxes.

~~GST applicable, if any on price reduction amount shall be extra.~~

### **23. Insurance**

The Supplier shall undertake insurance of equipment covered by this Specification unless otherwise stated. The responsibility of delivery of the equipment 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 under writers.

### **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. The following documents are to be submitted at the time of Tender Submission:-**

- i) Compliance rating under Goods and Services Tax for immediate preceding financial year.
- ii) Audited Balance Sheet and Profit & Loss Account of the bidder for the previous five years to assess the financial soundness of the bidder(s).
- iii) GST registration certificate and PAN Card Copy.
- iv) Tax holiday/exemption certificate under GST or any other Act.
- v) TDS exemption certificate under the Income Tax Act or any other act.

### **26. GST AND OTHER LOCAL TAXES: -**

- a) A Bidder will be entirely responsible for quoting the correct taxes and duties, other local taxes or levies, if any etc. which has to be incurred until completion of the contract. For the purpose of evaluation, the Bidder should clearly indicate, the GST & Other local taxes, payable, in the price schedule. Failure to furnish the same will be loaded as indicated below: -
- i) It is the responsibility of the Bidder to quote all taxes and duties correctly without

leaving any row/ column unfilled. Where taxes and duties are not applicable, the bidder should enter "NA". If no duty/tax is leviable, the same may be entered as 'NIL'. If any column/row is left blank or filled vaguely like "as applicable", the same will be loaded with the maximum of the other eligible bids.

- ii) Any additional implication because of imposition of or variation in statutory levies on goods, contracted to be supplied, occurring after the expiry of the original contractual delivery date shall not be reimbursable.
  
- b) GST & Other local taxes on finished products i.e. Transformer including oil and other accessories as per Specification for supply, payable by the purchaser shall be indicated separately both in lump sum and rates of duty, applicable shall be quoted and shall be included in the bid price. The items for which these duties are not quoted by the bidders, shall not be payable by the purchaser and shall be borne by the Bidder/Supplier.
- c) All GST & Other local taxes payable by the bidders in respect of transaction between the bidders and their vendors/sub-suppliers while procuring any component, sub-assemblies, raw materials and equipment shall be included in the bid price considering input tax credit and no claim on this behalf will be entertained by the purchaser.
- d) Offers with exemption from Goods and Services Tax shall be accompanied with authenticated attested Photostat copy of exemption certificate. Any claim towards Goods and Services Tax shall be paid on actual basis subject to payment of GST by the supplier. In case Outward supply details of the supplier of Goods in GSTR-1 do not match with GSTR -2 of OPTCL on GSTN portal, the same will be adjusted through debit/credit advice issued by OPTCL under intimation to the supplier after allowing cooling period of 3 months after the date of supply.

#### 27. **Supplier's Responsibility.**

Notwithstanding anything mentioned in the Specification or subsequent approval or acceptance by the Purchaser, the ultimate responsibility for design, manufacturing, 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 **240(Two-hundred forty) days** from the date of opening of the tender, failing which the tender shall be rejected.

#### 29. **EVALUATION:**

- I) **TECHNO-COMMERCIAL BID**:- All the bids, which are opened, read out and considered for evaluation will be checked for qualification requirements as per clause No.30 and stipulations in outright rejection clause No.34 of this section of the specification. Such of the bid(s), which do not meet the qualification requirements and stipulations as per outright rejection clauses, will not be evaluated further.  
However, if in the opinion of the purchaser, the bidder has offered equipment/material better than that, specified in the technical specification; the same may be taken into consideration.  
Further, the purchaser may enquire from the bidder in writing for any clarification on the bid. The response of the bidder will also be in writing. However, no change in the prices or substance of the bid will be sought, offered or permitted.
- II) **PRICE BID**:-Evaluation of price bids will be on the basis of the FOR DESTINATION PRICE

including Goods & Services tax and other levies, as may be applicable. The FORD PRICE shall consist of the following components.

- a) Taxable value of the Transformer including oil and other accessories as per specification.
- b) Taxable value of Nitrogen Injection Type Fire Prevention & Extinguishing System
- c) Goods & Services tax
- d) Other levies
- e) Mandatory spares
- f) Type test charges
- g) Dynamic Short Circuit test charges. However the decision on conducting the Dynamic Short Circuit test shall be taken by OPTCL purchase subcommittee during execution stage of order.
- h) Supervision of erection, testing and commissioning charges including GST, if applicable
- i) Any other items, as deemed proper for evaluation by the purchaser
- j) For delivery period, quoted beyond the period specified in this specification will attract a loading @ 0.5% of the Taxable value for each week or part thereof delay beyond the base and this will be added to the Bid price for evaluation. Bids, offering completion of delivery longer than 14 weeks after the stipulated delivery period, specified in the specification will be rejected.
- k) Loading will be made for items not quoted by the bidder at the highest rate quoted by other bidders unless particular item is included in other items.
- l) Any imposition of new tax or revision of tax shall be considered between due date of submission of bids and the date of price bid opening.
- m) **E- Reverse Auction process shall be resorted to as detailed below:-**

<b>STRATEGY FOR E-REVERSE AUCTION</b>	
1	Bidders are required to go through the guidelines given below and submit their acceptance to the same.
2	e-Reverse Auction (RA) will be conducted in e-tender portal of OPTCL on specified date and time, while bidders shall quote from their own offices/places of their choice. Internet connectivity shall be ensured by the respective agencies/bidders themselves.
3	Demonstration/ training (if not trained earlier) of bidder's nominated person(s), shall be done to explain all the rules related to e-Reverse Auction/ Business Rule document to be adopted.
4	The strategy to be used for reverse auction shall be "DYNAMIC TEMPLATE BIDDING"
<b>Procedure for electronic Reverse Auctioning (e-RA):</b>	
5	<p>a. The e-RA shall be conducted on <a href="http://www.tenderwizard/OPTCL.com">www.tenderwizard/OPTCL.com</a> only.</p> <p>b. Bidder has to submit letter towards agreement to the Process related Terms &amp; Conditions for e-Reverse Auction, as per (Reverse Auction Process Compliance Form at Annexure-IB). In non-receipt of the same, vendors will not be allowed to participate in e-RA.</p> <p>c. e-RA shall be carried out after opening of Price bids and completion of Price bid evaluation, which will be intimated only to the techno-commercially qualified bidders by OPTCL as per procedure given below.</p> <p>d. OPTCL reserves the right to conduct e-RA and it is obligatory on part of bidder(s) invited to participate in e-RA process once they have responded to the techno-commercial bid.</p>
6	Prior intimation/ Notice for RA invitation will be given to techno-commercially qualified bidders regarding the date & time of opening of the e-RA.

	<p>The start bid price (SBP) for e-Reverse Auction of each bidder under a particular package shall be the L1 evaluated price for the subject package including Taxes &amp; Duties for the total scope for subject Package. Taking the above discovered L1 price as the upper limit e-RA will be conducted to determine the lowest possible price.</p> <p>Reverse Auction will be conducted amongst first 50% of the technically qualified bidders arranged in order of prices from lowest to highest, as L1, L2, L3-----Ln, and L1 price will be discovered. Minimum of 3 bidders shall be eligible for e RA. (eg. If 4 bidders are financially evaluated then the L1, L2 and L3 bidders shall be eligible for e-RA). Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L1 to L4).</p> <p>However, in case only two bidders are found to be responsive, e-RA would be carried out with both the parties without any elimination. However, OPTCL reserves the right to invite the evaluated L1 bidder for negotiation without conducting the e-RA.</p> <p>In case of price submitted by any bidder is found to be abnormal, OPTCL reserves the right to reject the bid of the bidder(s).</p> <p>Rank of bidders would be displayed as per the total cost to OPTCL, i.e including Taxes and Duties payable by OPTCL as per the provisions of the bidding document &amp; after e-RA process is over.</p>
7	<p>Names of bidders/ vendors shall not be disclosed during the e-RA process. Names of bidders/ vendors shall be anonymously masked in the e-RA process.</p> <p>(i) In case of RA, start/ reference price and step value of decrement shall be indicated to the bidders at the start of the auction. Any participating bidder can bid one or multiple step decrement lower than the prevailing lowest bid at that time. The Bidder shall be able to view Bid Start Price, Bid Decrement Value, Prevailing Lowest Bid value, last Bid Placed by him and time left for bidding.</p> <p>(ii) The step value of decrement in a package to be offered by bidder (the minimum amount of reduction in the total bid price including all taxes &amp; duties during auction) , shall be kept at 0.15% of L1 bidder’s final evaluated price (or) at approved amount as decided by OPTCL.</p> <p>(iii) Bidders can only quote any value lower than their previous quoted price. However, at no stage, increase in Price will be permissible.</p> <p><b>(iv) At any point during Reverse Auction, bidding Price field (Total price) shall remain enabled for the bidders. The total reverse auction period shall be unlimited and the initial auction period (1<sup>st</sup> slot) will be of thirty (30) minutes with provision of auto extension by (10) ten minutes from the schedule/ extended closing time. If any fresh lower bid is received in last ten minutes of auction period or extended auction period, the reverse auction process shall get extended automatically for another 10(ten) minutes. In case, there is no Bid received during schedule/extended slot, the Auction shall get closed automatically without further extension.</b></p> <p>(v) However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the period of e-reverse auction to avoid complication related with internet connectivity, network problem, system crash down, power failure etc.</p>
8	<p>After conclusion of e-Reverse Auction i.e (Closing Price in Reverse Auction will be taken as offered price by the L1 bidder), decrease in price of individual head of the template shall be considered proportionately on all individual line items of the respective head of the price schedule of the successful L1 bidder .</p> <p>Any bid received at the tender wizard server end subsequent to closure of the e-RA shall be summarily rejected and shall not be considered as a valid bid under whatsoever circumstances. For this purpose, tender wizard server log shall prevail.</p>

	<p>The bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other bidders.</p> <p>During Reverse Auction, If no bid is received within the specified time, OPTCL, at its discretion, may decide to close the reverse auction process/ proceed with conventional mode of tendering [ Evaluation of Part-II (price bid) submitted by bidders earlier].</p>
9	<p>Consequent upon completion of e-Reverse Auction, OPTCL's decision on award of contract shall be final and binding on the bidders.</p> <p>OPTCL shall be at liberty to call the L1 bidder for further process/ negotiation and also at liberty to cancel the e-reverse auction process/ re-tender at any time, without assigning any reason thereof. OPTCL can decide to reschedule or cancel any reverse auction: the bidders shall be informed accordingly.</p> <p>OPTCL/ Service Provider shall not have any liability to bidders for any interruption or delay in access to the e-Tender site/ Reverse Auction link irrespective of the cause.</p>
10	<b>The bidders have to furnish Reverse Auction Process Compliance Form as per Annexure-IA</b>

- N.B:** - a) The purchaser's evaluation of a bid will exclude and not take into account any allowance for price adjustment during the period of execution of the contract, if provided in the Bid.
- b) Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price will be corrected. If there is a discrepancy between the Total Bid Amount and the sum of the total prices, the sum of the total prices shall prevail and the total bid amount will be corrected.

**III) Weightage shall be given to the following factors in the Evaluation and comparison of Bids: -**

In comparing bids and in making awards, the purchaser will consider other factors such as compliance with the specification, qualification criteria, outright rejection of tenders, relative quality, adaptability of suppliers or services, experiences, 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.

**30. QUALIFYING REQUIREMENT OF BIDDER (QR): -**

- a)** The bidder should have manufacture and supply experience of the rating as tendered or higher capacity Transformers (both MVA & Voltage rating) for a minimum period of 5(Five) years as on the date of opening of the Techno-Commercial bid.
- NB: Period of five years shall be reckoned from the date on which such transformers had been received as per material receipt certificate(MRC) of the transformers issued by the power utility. In case of non-availability of MRC ,Commissioning certificate/performance certificate should be furnished. In such case, date of commissioning of transformer shall be treated as actual date of supply.
- b)** Minimum 100% of the total tendered quantity or Five nos whichever is higher (both MVA & voltage rating as per tender or higher capacity) should have been supplied by the Bidder successfully, within 5(Five) years as on the date of opening of the Techno-Commercial bid.



The material receipt certificate (MRC) / Commissioning certificate / performance certificate shall have to be furnished by the bidders, in support of above.

- c) At least 3(Three) Nos of Transformers of the same rating, as tendered or higher capacity (both MVA and Voltage rating), supplied by the Bidder to Public Sector Electricity Undertaking(s) should have minimum of 3 (Three) years of performance each from the date of commissioning of such Transformers up to the date of the opening of the Techno-Commercial Bids against this Tender.

NB-The bidder in his offer should clearly mention the complete official addresses and contacts Nos of the authorities.(Not below the rank of Executive Engineer/equivalent of the concerned PSU),who have issued the performance certificates.

- d) The tenderer should have adequate infrastructural facility for “after sales service”.

**e) Type test reports & NABL accreditation:-**

- 1) The bidders shall furnish type test reports with his bid. All type tests conducted on the rating (Both MVA & Voltage Class) or higher capacity(Both MVA & Voltage rating) shall be as per relevant IS / IEC in recognised laboratory. The date of type test shall not be earlier than five years as on the date of bid opening. The bids, received without type test reports may be treated as non-responsive.

- 2.i) The bidder should have NABL accredited testing laboratory and should furnish the copy of NABL accreditation certificate of his laboratory along with their offer.

- 2.ii) If the testing laboratory of the bidder is not NABL accredited, the bidder should get the NABL accreditation before the date of final inspection & testing, in an event the order is placed on them. If the bidder fails to get the NABL accreditations before the time of final testing, then the bidder is required to conduct all the tests on the transformers as stipulated in the Tender specification at any other NABL accredited lab in presence of OPTCL inspector free of cost to OPTCL and without affecting the contractual delivery schedule. **All such bidder(s) are required to furnish a written undertaking in this regard along with their offer.**

- f) Copies of documents, defining the constitution or legal status, place of registration and principal place of business of the company shall be furnished along with the bid. **The Minimum Average Annual Turnover (MAAT) of the Bidder should not be less than 100% of the estimated cost of the tender quantity for best three years out of last five financial years. Notarized copies Audited of profit and loss statement and of the balance sheet of the respective year should be furnished.**

- g) Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have

- i) Made misleading or false representations in the forms, statements and attachments, submitted in proof of qualification requirements and/ or  
ii) Record of poor performance such as not properly completing the contract, inordinate delays in completion of supply, litigation history or financial failure etc.

- h) Notwithstanding anything stated above, the purchaser reserves the right to assess the Bidder’s capability and capacity to perform the contract within the scheduled time, should circumstances warrant such assessment in the overall interest of the Purchaser.

NB:- 1)In support of supply of the transformers, as enumerated above, the Bidders should submit the notarized copies of receipted challans of the concerned stores organization(s) along with copies of Excise gate pass(s) ,purchase order(s) of the Transformers, duly notarized, in absence of which the bid may not be considered for evaluation.

- 2) The scanned copies of all the required documents are to be uploaded by the bidders.

**Registration certificate of DPIIT:**

**A. To be incorporated as qualifying requirement of bidder /certificates in case of tenders for procurement of goods/services(including consultancy and non-consultancy)**

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as per requirement of Govt. of India

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means :-

- a. An entity incorporated, established or registered in such a country ; or
- b. A subsidiary of an entity incorporated, established or registered in such a country ' or
- c. An entity substantially controlled through entities incorporated , established or registered in such a country ; or
- d. An entity whose beneficial owner is situated in such a country ; or
- e. An Indian (or other) agent of such an entity ; or
- f. A natural person who is a citizen of such a country ; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii)(d) above will be as under :

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting along or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

**Explanation-**

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits or the company.

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreement;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting along or together, or through one or more juridical person, has ownership or entitlement to more than fifteen per cent of capital or profits of the partnership ;

<p>3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting along or together, or through one or more juridical person, his ownership of or entitlement to more than fifteen per cent of the property or capital or profits of such association or body of individuals ;</p> <p>4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who hold the position of senior managing official ;</p> <p>5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p>
<p><b>Certificate ( to be furnished in bidder’s letter head)</b></p> <p>I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evident of valid registration by the Competent Authority shall be attached.]</p>

**31. Jurisdiction of the High Court of Odisha.**

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 Odisha 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 (CPC), OPTCL,  
Bhubaneswar-751022 (Odisha)  
Telephone No. 0674 - 2541801  
FAX No. 0674 - 2542964
- [ii] **Supplier:** Address  
Telephone No.  
Fax No.

34. **Outright Rejection of Tenders.**

Tenders shall be outrightly rejected if the followings are not complied with –

- i. The tenderer shall submit the bid in electronic mode only and shall submit the cost of tender document and Tender processing fee on or before the last date and time of submission of bid.
- ii. The Tender shall not be submitted telegraphically or by Fax.
- iii. The Tender shall be accompanied by the prescribed Earnest Money deposit unless otherwise qualified for exemption from furnishing of E.M.D. Wherever, EMD is furnished in the form of BG, the said BG should be kept valid for a period of 300(Three Hundred) days from the date of opening of Techno-Commercial Bids. The EMD shall be submitted on or before the last date and time of submission of bid.
- iv. The tender shall be kept valid for a minimum period of 240(Two Hundred Forty) days from the date of opening of tender.
- v. The Tender shall be submitted in two parts, as specified.
- vi. The schedule of price 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 No. 4 (ii) of Part-II.
- vii. The Tenderer should quote “VARIABLE PRICE” as per **IEEMA** of Transformers and the price should be kept valid for a minimum period of 240(Two Hundred Forty) days from the date of opening of the Tender.
- viii. Guaranteed Technical Particulars and Abstract of Terms and Conditions should be filled in properly.
- x) Bids, offering completion of delivery, longer than 14 weeks after the delivery period, specified in this Specification, will be rejected.
- xi) The Tenderer should fulfill the “Qualifying Requirement” as per Clause No. 30 of Part-I, Section-II of this Specification.
- xii) The bidder should not have any pending litigation 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 or a Notary. 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 be 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. **CONTACTING THE PURCHASER: -**

- (a) Subject to Clause No.4 (opening of bids) of part-I, Section-I (Instruction to Tenderer), no bidder shall contact the purchaser on any manner, relating to its bid, from the time of bid opening to the time, the contract is awarded.
- (b) Any effort by a Bidder to influence the purchaser in the purchaser’s bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder’s bid.

37. **Scheme/Projects**

The materials/equipment covered in this specification shall come under “Construction & O&M Works”.

**38. EMPANELMENT OF BIDDERS:-**

OPTCL may consider for empanelment of such Bidders and for such rating(s) of transformer(s) for which the Bidders will be found to be techno-commercially responsive against this Tender Specification. Such empanelment should be valid for a period of 3(three) years from the date of opening of techno-commercial bids against this Tender. During the above period, OPTCL may ask for price bids and the price will be variable as per **IEEMA PVC**. The bidders are required to give their consent in their offers against the above tender for such empanelment. However, the Bidders are to note that such empanelment is not binding on the purchaser and the purchaser is free to take any other decision under the prevailing circumstances in the interest of OPTCL.

**39. LIMITATION OF LIABILITIES:-**

The final payment by OPTCL in pursuance of the Contract shall mean the release of the Contractor from all his liabilities under the Contract except for liabilities under Guarantee period. Such contractual liabilities and responsibilities of the Contractor shall prevail till expiry of the guarantee period even after the final payment is released.

Notwithstanding anything to the contrary mentioned herein and to the extent permitted by law, the aggregate liability of Contractor to OPTCL, whether in contract, tort or otherwise, will be limited to 100% of the contract value.

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.	Reverse Auction Process Compliance Form	ANNEXURE-IA
3.	Abstract of General Terms & Conditions of contract.	ANNEXURE-II
4.	Check list for qualifying requirements.	ANNEXURE-III
5.	Schedule of Quantity and Delivery.	ANNEXURE-IV
6.	Abstract of price component [to accompany Part-II of this specification]	ANNEXURE-V
7.	Schedule of prices to accompany Part-II	ANNEXURE-VI
8.	Bank Guarantee form for Earnest Money Deposit.	ANNEXURE-VII
9.	Composite Bank Guarantee form for security deposit, payment and performance.	ANNEXURE-VIII
10.	Form of Extension of Bank Guarantee	ANNEXURE-IX
11.	Chart showing particulars of E.M.D.	ANNEXURE-X
12.	Data on Experience.	ANNEXURE-XI
13.	Proforma for performance statement.	ANNEXURE-XII
14.	Schedule of Deviation.	ANNEXURE-XIII
15.	Schedule of spare parts for five years of normal operation and maintenance.	ANNEXURE-XIV
16	Price variation clause for Power Transformers.	ANNEXURE-XV
17	Affidavit towards correctness of documents & information furnished by the bidders	ANNEXURE-XVI
18	Litigation History	ANNEXURE – XVII
19	Format for Manufacturer's Authorization for Optic Fiber Temperature System (OFTS) being offered	Annexure-XVIII
20	Format for Manufacturer's Authorization for Nitrogen Injection Type Fire Prevention & Extinguishing System (NIFPES) being offered	Annexure-XIX
21	DPIIT Certificate	Annexure-XX

**LIST of Documents**

The following documents are to be attached in the below name

- 1.PAN
- 2.GSTIN
- 3.Income tax return
- 4.Audited B/s & Profit loss account
5. Certificate of incorporation
6. E payment proof of tender cost

**ANNEXURE - I  
DECLARATION FORM**

[Tender Specification No. S.G.M-CPC-P.T-47/2022-23]

To,  
Senior General Manager,  
CPC, OPTCL,  
Bhubaneswar – 22.

Sir,

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Yours faithfully

Signature of the Tenderer with seal of the company

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

\* (Strikeout whichever is not applicable)

**NB- The Bidders are required to up load this sheet duly filling the required data, in PDF format.**

**ANNEXURE - IA**  
**(Reverse Auction Process Compliance Form)**

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

To,  
Sr. G.M (CPC), OPTCL  
Bhubaneswar-751022,  
Odisha

Sub: Agreement to the Process related Terms & Conditions for e-Reverse Auction.  
Dear Sir,

This letter is to confirm that:

- The undersigned is authorized representative of the company.
- We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in your tender and confirm our agreement to that.
- We also confirm that we have gone through the auction manual and have understood the functionality of the same thoroughly.
- We, hereby, confirm that we will honour the Bids placed by us during the tendering/ e- Reverse auction process as called as e-RA.
- We also confirm that we will accept our Rank / Position that will be displayed when the Bidding Time for the Online Reverse Auction is over.

With regards,

Signature with Designation with  
company seal Name & Address

Person having power of attorney for the subject package.



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

1.	State whether the quotation is in Single part/Two part	Single part /Two part
2.	Whether the material/equipment offered conforms to the OPTCL'S specification (If not, specify the deviations in Annexure).	Yes/No
3(a)	Cost of Tender Document: OPTCL Money Receipt No. & Date / D.D No & Date.	
3(b)	Earnest money furnished. Bank Guarantee No. & Date / D.D No. & Date.	
3(c)	Tender Processing Fee: D.D No. & Date.	
4.	Manufacturer's supply experience including user's certificate furnished or not. [As per clause No.7 of Section-II.]	Yes/No
5(a).	Deviations to the specification if any[list enclosed or not] Commercial [As per clause-9 of the Section-II]	Yes/No
5(b)	Deviations to the specification if any[list enclosed or not] Technical. [As per clause-9 of the Section-II]	Yes/No
6.	<b><u>Delivery</u></b> [a] Commencement (No. of months from the date of purchase order)	
	[b]Rate of delivery per month	
	[c]Completion	
7.	<b><u>Guarantee:</u></b> - Whether agreeable to OPTCL's terms. [As per clause-18 of Section-II]	Yes/No
8.	Whether agreeable to furnish Composite B.G. in case his tender be successful [As per clause-19 of Section-II]	Yes/No
9.	<b><u>Terms of payment:</u></b> - Whether agreeable to OPTCL's terms or not [As per clause-21 of Section-II]	Yes/No
10.	<b><u>Nature of price:</u></b> - Variable as per <b>Tender Specification</b>	Yes/No
11.	<b><u>Price Reduction:</u></b> - Whether agreeable to OPTCL's terms or not (As per clause-22 of Section-II)	Yes/No
12.	Whether STCC/ P&L A/C, Balance Sheet for the required period are furnished as per clause-25 of Section-II	Yes/No
13.	<b><u>Validity:</u></b> - Whether agreeable to OPTCL's terms or not [As per clause-28 of Section-II]	Yes/No
14.	Whether GST is shown separately. % of GST (on Taxable Value) as well as L.S indicated. If Nil/Exempted, Please specify.	
15.	Whether recent type test certificates from any Government approved laboratory is furnished or not. [As per clause-30[e] of section-II]	Yes/No
16.	Whether guaranteed technical particulars are furnished or not	Yes/No
17.	Whether dimensional design/drawings furnished or not	Yes/No
18.	Whether materials are ISI/ISO marked.	Yes/No
19.	Manufacturer's name and it's trademark	Yes/No

20.	Whether registered under GST Laws	Yes/No
21.	Whether declaration form, duly filled in, furnished or not	Yes/No
22.	Whether the bidder is agreed to be empanelled in the list of vendors as per cl.No.38 of Part-I, Section-II of this specification, in the event of its bid, found to be techno-commercially responsive.	Yes/No
23.	Whether furnished the Affidavit as per Annexure-XVI	Yes/No

Place:

Date:

Signature of the Tenderer  
with seal of the company.

**ANNEXURE-III**  
**CHECK LIST FOR QUALIFYING REQUIREMENTS.**

1.	The bidder has manufacturing and supply experience of the rating, as tendered or higher capacity Transformer (both MVA & voltage rating) for a minimum period of 5(Five) years as on the date of opening of Techno-Commercial bid(As per Cl.No -30-a, Section –II of TS). If Yes, necessary supporting documents/informations, furnished or not.	YES/NO  YES/NO
2.	Nos. of transformers, as tendered or higher capacity (both MVA and voltage rating), supplied during the above period (Whether separate sheet is enclosed, indicating the MVA, voltage rating of HV/ LV, purchase order No. & Date, Name of the customer, Date of supply etc.) (As per Cl.No -30-b, Section –II of TS). If Yes, necessary supporting documents/informations, furnished or not.	YES/NO  YES/NO
3.	The rating, as tendered or higher capacity (both MVA and Voltage rating) transformers have at least 3(Three) years successful performance from the date of commissioning. (As per Cl.No -30-c, Section –II of TS). The user’s certificates enclosed.	YES/NO  YES/NO
4.	Whether the bidder has adequate infrastructural facility for “after sales service”. (As per Cl.No -30-d, Section –II of TS).	YES/NO
5.	Type test reports of the bidder for the transformer, offered, or higher capacity (both MVA & voltage rating), tests being conducted in recognized laboratory and not earlier than five years as on the date of opening of bid, furnished. (As per Cl.No -30-e, Section –II of TS). If Yes, necessary supporting documents/informations, furnished or not.	YES/NO
6	Whether the Testing Laboratory of the Bidder is ‘NABL Accredited’ as on the date of opening of the Techno-Commercial bids against this Tender. (As per Cl.No -30-e, Section –II of TS). If Yes, necessary supporting documents/informations, furnished or not. If no whether the required undertaking as per Cl. No -30.e.2.ii, furnished or not	YES/NO  YES/NO
7	<b>The Minimum Average Annual Turnover (MAAT) of the Bidder should not be less than 100% of the estimated cost of the tender quantity for best three years out of last five financial years</b>  (As per Cl.No -30-e, Section –II of TS). . If Yes, necessary supporting documents/informations, furnished or not.	YES/NO

PLACE:

DATE:

SIGNATURE OF THE BIDDER  
WITH SEAL

**NB- The Bidders are required to up load this sheet duly filling the required data, in PDF format.**

**ANNEXURE-IV  
SCHEDULE OF QUANTITY AND DELIVERY**

Sl. No	Description of materials	Quantity required	Desired Delivery	Destination	Remarks.
1	2	3	4	5	6
1.	40MVA, 132/33 KV Power Transformer.	08(Eight) Nos.	Delivery Schedule in Two Phases <u>1st Phase</u> 4 nos. Within 07(Seven) months from the date of issue of purchase order. <u>2<sup>nd</sup> Phase</u> 4 nos. within 9 month from date of issue of purchase Order.	Any Grid S/S of OPTCL (Existing or New) inside the state of Odisha.	

N.B: -The delivery schedule, destination Sub-station will be intimated at the time of placement of purchase order/release order.

Place:

Date:

Signature of Tenderer  
with seal of Company.

**NB- The Bidders are required to up load this sheet duly filling the required data, in PDF format.**

**ANNEXURE-V**

**ABSTRACT OF PRICE COMPONENT**

1	Price basis	F.O.R. Purchaser's destination Stores/site.( Taxable value includes packing forwarding, Freight, Insurance, unloading)
2	HSN Code of the Item	
3	GST Identification Number (GSTIN) of the firm	
4	Whether Intra-state supply(i.e. from inside Odisha) or Inter-state supply( i.e from outside Odisha). <b>select from dropdown list</b>	
5	Rate of CGST	
6	Rate of OGST.	
7	Rate of IGST.	
8	Rate of Goods and Services Tax on supervision of erection testing and commissioning	
9.	Nature of price.	
10.	We hereby undertake and declare that implication of lower Tax and Input Tax Credit benefit as per anti-profiteering (under Section 171 of CGST Act) and other provisions under GST Laws have been fully passed on to the purchaser while quoting the price.	Agreed
11.	Any imposition of new tax or revision of tax shall be paid/reimbursed at the time of dispatch, scheduled or actual whichever is lower (i.e. If delivery is within schedule period, tax variation as applicable shall be paid, and if delivery is made beyond schedule date, any additional financial implication due to statutory variation in tax shall be to bidder's account). (Indicated- Yes/No)	

Place:

Date:

Signature of Tenderer.  
With seal of Company.

**ANNEXURE-VI**  
**SCHEDULE OF PRICES**

A	Description of the equipment		
B.	LOT NO. & Quantity (Nos.)		
C. Sl.No	PARTICULARS.		Price in Rupees
1.	a) Taxable value of transformer including oil and other accessories as per Specification along with packing, forwarding, Freight, Insurance, unloading(at site) charges		
	b) Taxable value of Nitrogen Injection Type Fire Prevention & Extinguishing System (As per Technical Specification)		
2.	Unit GST		
	Other Local Taxes		
3.	Unit FORD sub-station/site price with taxes and duties		
4.	Supervision of erection, testing & commissioning charges at site per unit.		
5.	GST, if any, on supervision of erection, testing and commissioning charges per unit.		
6.	Total FORD sub-station site/ store price with taxes and duties Including supervision of erection, testing, commissioning charges & service Tax		
7.	TEST CHARGES [for type tests as specified at clause No. 6.4.1 of Technical specification] [a] Temperature rise test with DGA test before and after Temperature rise test. [b] Measurement of zero sequence impedance [c] Measurement of auxiliary power consumption [d] Vacuum test [e] Pressure test [f] IP-55 Test on cooler control cabinet and OLTC cabinet. [g] Dynamic SC test charges and transportation charges [h] Taxes and duties, if any, on the type test charges		
10.	[i] SPARES FOR THE WHOLE LOT[As per clause No. 5.4.24 of Technical Specification]		
Sl.No.	* Description	Quantity	Price
1	145kV RIP HV Bushing with metal parts & gaskets	2 No	
2	36kV LV Bushing with metal parts & gaskets	1 No	
3	52kV RIP HV Neutral Bushing with metal parts & gaskets	1 No	
4	36kV LV Neutral Bushing with metal parts & gaskets	1 No	
5	Winding Temperature indicators with contacts	1 set	

6	Oil Temperature indicators with contacts	1 set	
7	Pressure Relief Device	2 No	
8	Magnetic oil level gauge with low oil level alarm contacts	1 No	
9	Cooler fan with motor	2 No	
10	Buchholz relay	2 No	
11	Tap position Indicator	1 No	

TOTAL PRICE-

9 GST on Spares, if any.

10 Any other LOCAL taxes on spares.

Signature of Tenderer  
Name, Designation and Seal

NB: -

- 1) The tenderer should fill up the price schedule properly in Excel file in e-tender mode. The tender will be rejected, if the price bid is not submitted in accordance with the price schedule. No post tender correspondence will be entertained on break-up of prices. Also, the supplier should agree for delivery at the desired site.
- 2) The Tenderer shall give an undertaking in part-I of the bid that, entire implication of lower Tax and Input Tax Credit benefit have been fully passed on to the purchaser as per anti-profiteering and other provisions under GST Laws while quoting the tender price.
- 3) Conditional offers will not be acceptable.
- 4) The price for Nitrogen Injection system for protection against fire & explosion shall be quoted on 'FIRM PRICE' basis.
- 5) Type Test charge & special test charges (FIRM price) should be quoted for each individual type test and the bid, having lump sum price, quoted for all type test charges together is liable for rejection.
- 6) Rate of each spare (FIRM price) should be quoted and the bid, having lump sum price, quoted for all mandatory spares together is liable for rejection.
- 7) Price for Supervision of erection, testing & commissioning charges shall be quoted on 'FIRM PRICE' basis.

**ANNEXURE-VII**

**PROFORMA FOR BANK GUARANTEE FORM FOR EARNEST MONEY DEPOSIT**

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

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

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

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

1. Now, therefore, in accordance with Notice Inviting Tender (e-NIT) No..... Dated ..... of OPTCL, Ms/Shri.....Address..... Wish / wishes to participate in the said tender and as a Bank Guarantee for the sum of Rs..... [ Rupees in **words**----- ] valid for a period of .....days is required to be submitted by the bidder, as per Tender Specification, we the \_\_\_\_\_ ) [indicate the name, Address & Code of the bank] [hereinafter referred to as “Bank”] at the request of Ms/Shri..... [hereinafter referred to as “Bidder”] do hereby unequivocally and unconditionally guarantee and undertake to pay during the above said period on written request by the <Tender Issuing Authority, Central Procurement Cell (CPC) ODISHA POWER TRANSMISSION CORPORATION Ltd. , Bhubaneswar an amount not exceeding Rs..... to OPTCL., without any reservation. The guarantee would remain valid up to ..... [Date] and if any further extension to this is required, the same will be extended on receiving instruction from ----- on whose behalf this Bank Guarantee has been issued.

2. We, the \_\_\_\_\_ [indicate the name of the Bank, Address, Code] do hereby further undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from OPTCL. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... ( Rupees in words.....)



3. We undertake to pay to OPTCL any money so demanded not withstanding any dispute or disputes so raised by the bidder in any suit or proceeding instituted/pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the bidder shall have no claim against us for making such payment.
4. We, the \_\_\_\_\_ Bank further agree that the guarantee herein contained shall remain in full force and effect during the aforesaid period of \_\_\_\_\_ days [in words]..... (as per Tender Specification) and it shall continue to be so enforceable till all the dues of OPTCL under or by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till OPTCL certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said bidder and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us or our Branch Office at Bhubaneswar <Mention Name, Address & Code of the Branch Office at Bhubaneswar of Issuing Bank> in writing on or before \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.
5. We the \_\_\_\_\_ Bank further agree with OPTCL that OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by OPTCL against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Bid and we shall not be relieved from our liability by reason of any such variation, postponement or extension granted to the Bidder or for any forbearance, act or omission on the part of OPTCL or any indulgence by OPTCL to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
- 6 This guarantee will not be discharged due to the change in the name, style and constitution of the Bank and/or of the Bidder.
- 7 We \_\_\_\_\_ [indicate the name of Bank, Address & Code] lastly undertake not to revoke this guarantee during its currency except with the previous consent of OPTCL in writing .
8. We, the \_\_\_\_\_ Bank (Name, Address & Code) further agree that this guarantee shall also be invocable at our place of business at ----- Branch of **Bhubaneswar** (indicate Name, Address & Code of the Branch at Bhubaneswar) in the State of Odisha.”

**“ Notwithstanding anything contained herein”**

- a) Our liability under the bank guarantee shall not exceed Rs.----- (Rupees in words-----) only.
- b) This Bank guarantee shall be valid up to -----.
- c) We or our Branch at Bhubaneswar <Mention Name, Address & Code.....> shall be liable to pay guaranteed amount or any part thereof under this guarantee only if you serve upon us at----- Branch of Bhubaneswar a written claim or demand on or before .....,

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

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

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

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

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

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

**N.B.:**

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

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

Sl. No	PARTICULARS	TYPE	DETAILS
1	Type of Bank Guarantee	Mandatory	EMD
2	Currency & Amount	Mandatory	
3	Validity Period(from—to --)	Mandatory	
4	Effective Date	Mandatory	
5	End date of lodgment of Claim	Mandatory	
6	Place of lodgment of claim	Mandatory	Bhubaneswar, Branch Name----- of Bhubaneswar Branch code----- of Bhubaneswar Branch Address ----- at Bhubaneswar

7	Issuing Branch IFSC Code	Mandatory	
8	Issuing Branch name & address	Mandatory	
9	Name of applicant and its details	Mandatory	
10	Name of Beneficiary and its details	Mandatory	
11	Beneficiary's Bank/Branch and IFSC Code	Mandatory	ICICI Bank Ltd IFSC Code-ICIC0000061
12	Beneficiary's Bank/Branch name and address	Mandatory	ICICI Bank Ltd Bhubaneswar Main Branch, Bhubaneswar
13	Sender to receiver information	Mandatory	
14	Purpose of Guarantee	Mandatory	EMD
15	Reference/Description of the underlined tender/contract	Mandatory	NIT No

**ANNEXURE-VIII**

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

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

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

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

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

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

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

3. We, the ..... Bank also undertake to pay to OPTCL any money so demanded not withstanding any dispute or disputes raised by the Contractor in any suit or proceeding instituted / pending before any court or tribunal relating thereto, our liability under this present being absolute and irrevocable. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor shall have no claim against us for making such payment.

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

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

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

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

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

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

**“ Notwithstanding anything contained herein”**

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

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

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

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

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

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

Signature.....

Full Name.....

Designation.....

Power Of Attorney.....

Dated.....

Seal of the Bank.....

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

1. Signature.....

Full Name.....

2. Signature.....

Full Name.....

N.B.:

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

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

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

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

**ANNEXURE-IX**

**FORM OF EXTENSION OF BANK GUARANTEE  
(ON NON-JUDICIAL STAMP PAPER OF Rs.100/-)**

Ref. No. \_\_\_\_\_

Dated: \_\_\_\_\_

Sr. General Manager,  
(Central Procurement Cell)  
OPTCL, Bhubaneswar-751022.

Dear Sirs,

Sub: Extension of Bank Guarantee No. \_\_\_\_\_ for Rs. \_\_\_\_\_ favouring yourselves expiring \_\_\_\_\_ on account of M/s. \_\_\_\_\_ in respect of contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called original bank guarantee).

At the request of M/s. \_\_\_\_\_ we \_\_\_\_\_ bank Branch office at \_\_\_\_\_ having its head office at \_\_\_\_\_ do hereby extend our liability under the above mentioned guarantee No. \_\_\_\_\_ Dated \_\_\_\_\_ for a further period of \_\_\_\_\_ Years/months from \_\_\_\_\_ to expire on \_\_\_\_\_ except as provided above, all other terms and conditions of the original bank guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ shall remain unaltered and binding.

Please treat this as an integral part of the original guarantee to which it would be attached.

Yours faithfully,

For \_\_\_\_\_  
Manager/Agent/Accountant

POA No. \_\_\_\_\_  
Date: \_\_\_\_\_

SEAL OF BANK



Note: The non-judicial stamp paper of worth Rs.100/- shall be purchased in the name of the bank, which has issued the bank guarantee.

**ANNEXURE-X**

**CHART SHOWING PARTICULARS OF EARNEST MONEY DEPOSIT**  
**FURNISHABLE BY TENDERERS OF DIFFERENT CATEGORIES**

1.	Central and state Government undertakings	Exempted.
2.	All other inside and 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 Bidders, the EMD BG will be returned in two phases i.e. after disqualification of a bidder in Techno-Commercial Evaluation and after award of contract. In case of Successful bidder, the EMD BG shall be returned only after submission & approval 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] The successful bidder shall have to keep the EMD BG valid till the approval of Composite Bank Guarantee.
- [c] 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.

**NB- The Bidders are required to up load this sheet duly filling the required data, in PDF format.**

**ANNEXURE-XI**

**DATA ON EXPERIENCE**

- [i] Name of the manufacturer:
- [ii] Standing of the firm and rating of Transformer, quoted:
- [iii] Description of Transformer, quoted, supplied and installed with the name(s) of the Organisations to whom supplies were made along with Purchase Order No. & Date, wherein, at least 3 (Three) certificate shall be from a State/Central P.S.U or in accordance with Qualifying Requirement, as stipulated at Cl.No.30 of Part-II, Section-II of this Tender Specification
- [iv] Details as to where installed and commissioned, as per the above Qualifying Requirement.
- [v] Testing facilities at manufacturer's works.
- [vi] A list of purchase orders of the same rated Transformer, as offered as per technical specification or higher rating (both MVA & Voltage rating) along with user's certificate, as applicable in accordance with the above Qualifying Requirement of this Specification. User's certificate shall be legible and must indicate, user's name, address, designation, Telephone & FAX No., place of use and satisfactory performance of the Transformers for a period, as stipulated in the above Qualifying Requirement, from the date of commissioning.

Place:

Date:

Signature of tenderer  
Name, Designation, Seal

**NB- The Bidders are required to up load this sheet duly filling the required data, in PDF format.**

**ANNEXURE-XII**

**PROFORMA FOR PERFORMANCE STATEMENT.**

Bid No. \_\_\_\_\_

Date of Opening. \_\_\_\_\_

Name of the Firm \_\_\_\_\_

Order placed by {full name & address of purchaser}	Order No. and Date.	Description and quantity of ordered Equipment.	Date of completion of Delivery.	
			As per Contract	Actual

Remarks indicating reasons for late delivery, if any.	Has the equipment been satisfactorily functioning? (Attach a Certificate from the purchaser)

Signature of the Bidder \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NB- The Bidders are required to up load this sheet duly filling the required data, in PDF format.**

**ANNEXURE-XIII**

**SCHEDULE OF DEVIATION.**

**A. TECHNICAL.**

Sl.No.	Requirements/ Equipment.	Specification Clause No.	Deviations.	Remarks
<b>No deviations</b>				

It is hereby conformed that except for deviation mentioned above, the offer conforms to all the other features specified in Technical Specification Section \_\_\_\_\_ of this Bid document.

Place:

Signature of the Bidder.

Date:

Name:

Business address:

**B. COMMERCIAL.**

Sl.No.	Requirements/ Equipment.	Specification Clause No.	Deviations.	Remarks
<b>No deviations</b>				

It is hereby conformed that except for deviation mentioned above, the offer conforms to all the other features specified in Commercial Specification Section \_\_\_\_\_ of this Bid documents.

Place:

Signature of the Bidder.

Date:

Name:

Business address:

**NB- The Bidders are required to up load this sheet duly filling the required data, in PDF format.**



## **ANNEXURE-XV**

**Effective from 1<sup>st</sup> September 2021**

### **PRICE VARIATION CLAUSE FOR POWER TRANSFORMERS AND REACTORS COMPLETE WITH ALL ACCESSORIES AND COMPONENTS**

(Of voltage above 33 KV and up to 400Kv of Supplied against domestic contracts)

This price variation clause is applicable for 'Power Transformers and reactors of voltage above 33 kV and upto 400kV. The clause is to be used for domestic contracts..

The price quoted/confirmed is based on the input cost of raw materials/components and labour cost as on the date of quotation and the same is deemed to be related to prices of raw materials and all India average consumer price index number for industrial workers as specified in the price variation clause given below. In case of any variation in these prices and index numbers, the price payable shall be subject to adjustment, up or down in accordance with the following formula:

$$P = \frac{P_o \left( \frac{C}{C_o} + \frac{ES}{ES_o} + \frac{IS}{IS_o} + \frac{IM}{IM_o} + \frac{TO}{T_o} + \frac{W}{W_o} \right)}{100}$$

Wherein

P = Price payable as adjusted in accordance with the above formula.

Po = Price quoted / confirmed **(95% of the Taxable Value)**

Price Ref	Description	Applicable Period
C	Copper Wire Rods Domestic price of Primary Producer	2 Months Prior To DOD
Co	Copper Wire Rods Domestic price of Primary Producer	1 Month Prior To DOT
ES	CRGO Electrical Steel Lamination (DT and PT)	2 Months Prior To DOD
ESo	CRGO Electrical Steel Lamination (DT and PT)	1 Month Prior To DOT
IS	Steel - Plates 10 mm thick	2 Months Prior To DOD
ISo	Steel - Plates 10 mm thick	1 Month Prior To DOT
IM	Insulating Materials (10mm) Pre-compressed press board of size 10 mm thick, 3200 mm X 4100 mm C&F price converted into Indian Rs.	2 Months Prior To DOD
IMo	Insulating Materials (10mm) Pre-compressed press board of size 10 mm thick, 3200 mm X 4100 mm C&F price converted into Indian Rs.	1 Month Prior To DOT
TO	Transformer OIL Confirming to IS:335-1993 supplied in drums (Ex-refinery, Mumbai)	1 Month Prior To DOD
TOo	Transformer OIL Confirming to IS:335-1993 supplied in drums (Ex-refinery, Mumbai)	1 Month Prior To DOT
W	Consumer Price Index All India Average (Labour Index) (Base: 2016 = 100)	3 Months Prior To DOD
Wo	Consumer Price Index All India Average (Labour Index) (Base: 2016 = 100)	3 Months Prior To DOT
		Date considered is the first date of the

		respective month in all the above cases
--	--	---

The date of delivery is the date on which the transformer is notified as being ready for inspection/dispatch (in the absence of such notification, the date of manufacturer's dispatch note is to be considered as the date of delivery) or the contracted delivery date (including any agreed extension thereto), whichever is earlier, wherever supplies are effected within contractual delivery period. In case, the supplies are effected after the contractual delivery period, the scheduled delivery date or the date of offer for inspection or the actual delivery date, whichever is advantageous to the purchaser will form the basis for calculation of price variation

d] Some purchasers are purchasing oil immersed Transformers from manufacturers without first filling of oil. Oil for first filling is procured and filled by the purchasers. For such supplies, PVC formula, excluding Oil will apply as under:

$$P = \frac{P_o (C + ES + IS + IM + W)}{91 (C_o + ESo + ISo + IMo + Wo)}$$

Where description of P, Po, C, ES, IS, IM, W etc. remains same as mentioned earlier.



# Annexure-XVI

## AFFIDAVIT OF BIDDER

BEFORE Sri / \_\_\_\_\_ Notary  
at. \_\_\_\_\_

### AFFIDAVIT

WHEREAS the Odisha Power Transmission Corporation Ltd., Bhubaneswar (OPTCL) has floated its Tender No \_\_\_\_\_ inviting bids from eligible bidder to execute the work of \_\_\_\_\_.

And WHEREAS M/s. \_\_\_\_\_ (briefly "Bidder") has offered its bid on \_\_\_\_\_ in response to the said Tender No. \_\_\_\_\_ of the OPTCL expressing its interest to execute the work as specified therein.

AND WHEREAS the said Tender No. \_\_\_\_\_ of OPTCL requires the Bidder to solemnly affirm the correctness of the document and information furnished in its bid, so offered to OPTCL.

NOW TEREFORE, in response to the requirement, the Tender No. \_\_\_\_\_ of OPTCL and having been duly authorized by the Bidder, I Sri/ Mrs. \_\_\_\_\_ aged about \_\_\_\_\_ years. Son / Daughter / Wife of Sri / Mrs. \_\_\_\_\_. At present working as \_\_\_\_\_ of M/s. \_\_\_\_\_ (the Bidder) do hereby solemnly affirm and state as follows.

1. That I am competent and have been duly authorized by the Bidder M/s. \_\_\_\_\_ to swear this affidavit on its behalf.
2. That the documents and information furnished by the Bidder in its bid offered in respect to the said Tender No. \_\_\_\_\_ of OPTCL are true and correct.
3. That in the event any document and information as furnished by the bidder in response to the said Tender No. \_\_\_\_\_ of OPTCL at any time as to be not correct / wrong, the OPTCL shall be competent and at liberty without any show cause to the Bidder to terminate its contact/ agreement with the bidder if any.
4. The OPTCL shall also be competent, without any reference to the Bidder, to black list the Bidder and debar the Bidder from participating in any other Tender of OPTCL pursuant to its consideration / finding that the Bidder has furnished any incorrect / wrong document and information tendered / made pursuant to Tender No. \_\_\_\_\_ of OPTCL.
5. That the affirmation made herein above is / are correct and true and nothing stated herein is false.

Identified by

DEPONENT

ADVOCATE

**ANNEXURE – XVII**  
**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 Bidder:

## Annexure-XVIII

**[Manufacturer's Authorization for Optic Fiber Temperature System (OFTS) being offered]**

Ref: \_\_\_\_\_

Date: \_\_\_\_\_

To,

The SG.M, CPC, OPTCL,1ST FLOOR, MULTI STORIED BUILDING, ODISHA POWER TRANSMISSION CORPORATION LIMITED,BHUBANESWAR.

We, \_\_\_\_\_ who are established and reputed manufacturer, meeting the Qualifying requirement of Supply of **Optic Fiber Temperature System (OFTS)** equipment as per your tender specification, having factories in \_\_\_\_\_ do hereby authorize M/s \_\_\_\_\_ to offer our equipment for tender against NIT No. \_\_\_\_\_ & Tender Specification -----

We hereby undertake that **Optic Fiber Temperature System (OFTS)** equipment being offered will meet the relevant technical specification of \_\_\_\_\_. The supervision of erection, testing and commissioning of the offered equipment at site which will be carried out by our Service Engineer. We hereby confirm that the necessary spares for the above item(s) shall be available for the period for 10 years from the date of commissioning of transformer.

(Signature of Authorized Representative)

Name:

Designation:

Common Seal of the Company:

**WITNESS SIGNATURE WITH ADDRESS**

1.

2.

Notes:-

- 1) The manufacturer authorization shall be submitted from the Optic Fiber Temperature System (OFTS) equipment manufacturer(s), which should be filled in non-judicial stamp paper of worth Rs.100/- and duly Notarized.
- 2) The bidder shall furnish the copy of the Power of Attorney of the Optic Fiber Temperature System (OFTS) equipment manufacturer(s) in the name of their above authorized signatory, along with the bid.
- 3) The bidder shall submit the manufacturer authorization from such manufacturer(s) who meets the requirements as stated for the equipment.

**ANNEXURE-XIX**

**[Manufacturer's Authorization for Nitrogen Injection Type Fire Prevention & Extinguishing System(NIFPES) being offered]**

**Ref:** \_\_\_\_\_

**Date:** \_\_\_\_\_

To,  
The SG.M, CPC, OPTCL, 1ST FLOOR, MULTI STORIED BUILDING, ODISHA POWER TRANSMISSION CORPORATION LIMITED, BHUBANESWAR.

We, \_\_\_\_\_ who are established and reputed manufacturer, meeting the Qualifying requirement of Supply of **Nitrogen Injection Type Fire Prevention & Extinguishing System(NIFPES)** equipment as per your tender specification, having factories in \_\_\_\_\_ do hereby authorize M/s \_\_\_\_\_ to offer our equipment for tender against NIT No. \_\_\_\_\_ & Tender Specification - \_\_\_\_\_

We hereby undertake that **Nitrogen Injection Type Fire Prevention & Extinguishing System(NIFPES)** equipment being offered will meet the relevant technical specification of \_\_\_\_\_. The supervision of erection, testing and commissioning of the offered equipment at site which will be carried out by our Service Engineer. We hereby confirm that the necessary spares for the above item(s) shall be available for the period for 10 years from the date of commissioning of transformer.

(Signature of Authorized Representative)

Name:

Designation:

Common Seal of the Company:

**WITNESS SIGNATURE WITH ADDRESS**

- 1.
- 2.

Notes:-

1. The manufacturer authorization shall be submitted from the Nitrogen Injection Type Fire Prevention & Extinguishing System (NIFPES) equipment manufacturer(s), which should be filled in non-judicial stamp paper of worth Rs.100/- and duly Notarized.
2. The bidder have furnish the copy of the Power of Attorney of the Nitrogen Injection Type Fire Prevention & Extinguishing System (NIFPES) equipment manufacturer(s) in the name of their above authorized signatory, along with the bid.
3. The bidder shall submit the manufacturer authorization from such manufacturer(s) who meets the requirements as stated for the equipment.

**NB- The Bidders are required to up load this sheet duly filling the required data, in PDF format.**

**ANNEXURE-XX**

**Certificate ( to be furnished in bidder company's letter head)**

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable evidence of valid registration by the Competent Authority shall be attached.]

Authorized signatory

Company seal

**PART - II**  
**PRICE BID**

1. **PRICE:**

(i) Bidders are required to quote their price(s) for goods offered indicating they are **Wholesale Price Index(WPI) of Transformers (ANNEXURE-XV).**

(ii) The prices (inclusive of oil and other accessories) 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-VI of Section - III. The Tenderer has to certify in the price bid that Input tax Credit benefit if any, has been fully passed on to the Purchaser, while quoting the tender prices.

2. **INSURANCE:**

Insurance of materials/equipments 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/equipments 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 equipments/materials damaged or lost which will be reported by the Consignee within 30 days of receipt of the equipments/materials at Destination without awaiting for the settlement of their claims with the carriers and underwriters.

3. **CERTIFICATE FOR EXEMPTION FROM GST:**

Offers with exemption from GST shall be accompanied with authenticated proof of such exemption. Authenticated proof for this clause shall mean attested Photostat copy of exemption certificates. Any claim towards Goods & Services Tax shall be paid on actual basis subject to production of Authenticated documentary evidence.

4. **PROPER FILLING UP OF THE PRICE SCHEDULE:**

The tenderer should fill up the price schedule (Annexure-VI 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(vii) 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.