

SECTION – II.

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

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## **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, repair, assembly, inspection & Testing, loading & Unloading, dragging, transportation from OPTCL's site to repairer's workshop & sending back after due repairs to the OPTCL's site (transformer plinth) or as will be directed by the engineer in charge of the Grid S/S, it's supervision during erection, testing & commissioning as mentioned in the specification elsewhere 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 LTD, Bhubaneswar.
- 2.2 "The Engineer" shall mean the Engineer appointed by the Purchaser for the purpose of this contract.
- 2.3 "Purchaser's Representative" shall mean any person or persons or consulting firm appointed and remunerated by the Purchaser to supervise, inspect, test and examine workmanship and materials of the equipment to be supplied.
- 2.4 "The manufacturer/Repairer" 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 manufacturer/Repairers.
- 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, excise duty, sales tax and any other taxes and duties as applicable at the time of opening of the bid.
- 2.7 "General Condition" shall mean these General Terms and Conditions of Contract.
- 2.8 "The Specification" shall mean both the technical as well as commercial parts of the specification annexed to or issued with GTCC and shall include the schedules and drawings, attached thereto as well as all samples and pattern, if any.

- 2.9 "Month" shall mean "Calendar month".
- 2.10 "Writing" shall include any manuscript, type written, printed or other statement reproduction in any visible form and whether under seal or under hand.
- 2.11 "FOR Destination costs" shall mean the cost of equipment and material at the consignee's store/site. The cost is inclusive of Excise duty, Sales tax and other local taxes, packing, forwarding and insurance and freight charges.
- 2.12 The term "Contract document" shall mean and include GTCC, specifications, schedules, drawings, form of tender, Notice Inviting Tender, covering letter, schedule of prices or the final General Conditions, any special conditions, applicable to the particular contract.
- 2.13 Terms and conditions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act, failing that in the Orissa General Clauses Act.

3. **Manner of execution:**

- a) The bidders are required to inspect the defective transformer(s) at OPTCL site and quote the total repair cost including all taxes & duties as well as to furnish BREAK-UP OF THE REPAIR COST (Unit price of all items under Schedule-I & II as per the Bid Sheet.
- b) **Based on estimated value worked out as per evaluation, the lowest bidder shall be considered for issuance of LOI.** After issuance of LOI & acceptance thereof by the repairer, the repairer shall initiate action for lifting of the transformer.
- c) Scope of repair of transformer includes Loading & Unloading at site, dragging & transportation from OPTCL's site to repairer's workshop, repair, inspection, testing & sending back after due repairs to the OPTCL's sites (transformer's plinth), its supervision of erection, testing & commissioning. All equipment supplied under the contract shall be manufactured/repared in the manner, set out in the Specification or where not set out, to the reasonable satisfaction of the Purchaser's representative.
- d) After receipt of the defective transformer at repairer's workshop, the repairer shall offer for initial inspection.
- e) The Joint verification / inspection of the transformer shall be carried out at the factory of the L-1 bidder in presence of the OPTCL representative and the actual quantity of material required for the repair of the transformer shall be finalized. Basing upon the actual quantity & the unit price quoted by the bidder, the final work order/LOA shall be placed on the firm.
- f) After issuance of final work order/LOA, the repairer shall start the repairing work & will give the offer for stage inspection.
- g) Representative of OPTCL will conduct the stage inspection at the works of the repairer & will submit the report to SR.GM, CPC for approval. On completion of repair works, the repairer shall call for final inspection & testing of repaired transformer as per technical specification.
- h) After successful final inspection & testing, OPTCL will approve the test results & issue dispatch clearance & the repairer shall send the repaired transformer to OPTCL's desired destination. The repairer shall supervise the erection, testing & commissioning of repaired transformer at OPTCL's desired grid sub-station.

- i) Repair of transformer involves dismantling of cores & winding, cleaning of core laminations, tank, tap changer, conservator, radiators, breather & all other parts fitted with the transformer. Reassembly of core & winding with new copper conductor, providing with new RIP bushings, new transformer oil, new phase barriers, spacer's, gaskets & etc. Complete spray painting of transformer externally with two coats of high glossy heat resistible gray paint & painting of transformer tank internally with two coats of oil resisting paint and replacement of any other defective parts.
- j) In case the repairer / manufacturer fails to carry out the repairing work after lifting the transformer from OPTCL site, the repairer / manufacturer shall be responsible to bring back the transformer to OPTCL site and all the costs like transportation, insurance etc. shall be borne by the repairer / manufacturer.

4. **Inspection and Testing:**

- [i] The purchaser's representative shall be entitled at all reasonable times during dismantling & repair to inspect, examine and test at the manufacturer/Repairer's premises, the materials and workmanship of all equipments to be repaired & supplied under this contract and if part of the said equipment is being repaired in other premises, the manufacturer/Repairer shall obtain for the purchaser's representative permission to inspect, examine and test as if the equipment were being repaired in the Repairer's premises. Such inspection, examination and testing shall not release the manufacturer/Repairer from his obligations under the contract.
- [ii] The Manufacturer/Repairer shall give to the purchaser(owner) adequate time/notice (at least clear 15 days for inside the state manufacturer/Repairers and 20 days for outside the state manufacturer/Repairers) in writing for inspection of materials indicating the place at which the equipment is ready for testing and inspection and shall also furnish the shop Routine Test Certificate, Calibration certificates of Testing instruments calibrated in Govt. approved laboratory with authenticity letter of that laboratory along with the offer for inspection. A packing list along with the offer indicating the quantity which can be delivered in full truck load/Mini truck load to facilitate issue of dispatch instruction shall also be furnished.
- [iii] Where the contract provides for test at the Premises of the manufacturer/repairer or any of his sub-vendors ,the manufacturer/Repairer 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 manufacturer/Repairer is required to produce shop routine test Certificate, calibration certificates of Testing Instruments before offering their materials/equipment for inspection & testing. The test house/laboratory where tests are to be carried out must be approved by the Govt. A letter pertaining to Govt. approved laboratory must be furnished to the purchaser along with the offer for inspection.
- [iv] After completion of the tests, the Purchaser's representative shall forward the test results to the Purchaser. If the test results conform to the specific standard and specification, the Purchaser

shall approve the test results and communicate the same to the manufacturer/Repairer in writing. The manufacturer/Repairer shall provide at least five copies of the test certificate 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] 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), the firm shall be required to bear the actual expenses, incurred in the visit of the Inspector(s). Any cost, incurred towards repetition of tests and Inspection shall be to the account of the supplier.

**5. Training facilities.**

The manufacturer/Repairer shall provide all possible facilities for training of Purchaser's Technical personnel, when deputed by the Purchaser for acquiring firsthand 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 equipments, 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 or ask the manufacturer/Repairer in writing to rectify or replace the defective equipment free of cost to the purchaser. The Repairer on receipt of such notification shall either rectify or replace the defective equipment free of cost to the purchaser within 30 days from the date of issue of such notification by the purchaser. If the manufacturer/Repairer fails to do so, the Purchaser may:-

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

**7. 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.

**8. Deviation from specification:**

No commercial and technical deviations are allowed.

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

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

**10. Manufacturer/Repairer to inform himself fully:**

The manufacturer/Repairer 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 manufacturer/Repairer other than the information given to the manufacturer/Repairer in writing by the purchaser.

**11. Patent rights Etc.**

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

**12. Delivery:-**

Time being the essence of the contract; the equipment shall be supplied within the delivery date specified in this specification i.e Within 04 (Four) months from the date of issue of final work order/LOA.. 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 detailed (Final) Work Order, as may be specified in work order.

**13. Dispatch instructions.**

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

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

It will be the sole responsibility of the manufacturer/Repairer 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.

**14. Manufacturer/Repairer's Default Liability.**

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

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

[b] If in the judgment of the Purchaser, the manufacturer/Repairer 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-14** (i) of this section, the Purchaser reserves the right to purchase upon such terms and in such a manner as he may deem appropriate in relation to the equipment/material similar to that terminated and the manufacturer/Repairer will be liable to the Purchaser for any additional costs for such similar equipment/material and/or for penalty for delay as defined in **clause-21** 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 14(i) of this Section, manufacturer/Repairer shall be liable to the Purchaser for penalty for delay as set out in **Clause-21** of this section until the equipment is accepted. This shall be based only on written request of the manufacturer/Repairer and written willingness of the Purchaser.

**15. Force Majeure:**

The manufacturer/Repairer 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 manufacturer/Repairer shall within Ten (10)days from the beginning of delay on such account notify the purchaser in writing of the cause of delay, the purchaser shall verify the facts and grant such extension as facts justify .

**16. Extension of time:-**

If the delivery of equipment/material is delayed due to reasons beyond the control of the manufacturer/Repairer, the manufacturer/Repairer shall without delay give notice to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice may or may not agree to extend the contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract.

**17. Guarantee period: -**

[i] The stores covered by this specification shall be guaranteed against defects in design, quality of materials used, workmanship of the repair & satisfactory performance for a period of at least **18** [Eighteen] months from the last date of delivery (i.e the date of receipt of repaired transformer with all accessories at the destination sub-station) or **12** [Twelve] months from the date of commissioning whichever is earlier. Any defect noticed during this period shall be rectified by the manufacturer/Repairer free of cost to the purchaser(OPTCL) provided such defects are due to faulty design, bad workmanship or bad materials used, **within three month** upon written notice from the purchaser failing which provision of price reduction schedule of Tender specification shall apply.

[ii] If for the purpose of replacement/repairs during the guarantee period, the transformer/equipment/materials are required to be dispatched to manufacturer/Repairer's your works, all charges towards transportation/ insurance/ packing/ forwarding will have to be paid by the manufacturer/Repairer for to & fro dispatches.

The above guarantee certificate shall be furnished in triplicate to the purchaser for his approval. The Bank Guarantee is to be extended accordingly. Date of delivery as used in this clause shall mean the date on which the materials are received at OPTCL'S stores/site in good condition (which are released for Dispatch by the purchaser after due inspection).

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

[i] For manufacturers situated inside & outside the state of Odisha.

A Composite Bank Guarantee as per the Proforma enclosed at **Annexure-VII** of the specification for **10% [Ten percent]** of the total repair cost without considering credit for scrap items of the work order, shall be furnished from any nationalized/scheduled bank having a place of business at Bhubaneswar, to the office of Sr. General Manager [Central Procurement Cell] OPTCL within 15 days from the date of issue of the work 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 **2 months** more than the guarantee 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 be capable of being en-cashed at Bhubaneswar before the Bank Guarantee is accepted and all concerned intimated.

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

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



[iv] Annexure-X enclosed to the specification may be referred to for details regarding Security deposit, Payment and Performance Guarantees to be furnished by various categories of bidders.

- (v) **The manufacture / repairer should submit a BG equivalent of salvage value/ scarp value whichever is higher of the transformer before lifting of the transformer to their plant premises from OPTCL site.**

**SCARP VALUE OF AUTO & POWER TRANSFORMERS**

<b>Sl. No</b>	<b>Description of Auto &amp; Power Transformer</b>	<b>Scarp value in Rs.</b>
<b>Lot-I</b>	40 MVA, 132/33 KV Areva make Power Transformer (Serial No. D-9411) <b>Available at 132/33 KV Grid S/S, BARIPADA.</b>	<b>85,52,835/-</b>
<b>Lot-II</b>	40 MVA, 132/33 KV Areva make Power Transformer (Serial No. B-9476) <b>Available at 132/33 KV Grid S/S, CHAINPAL.</b>	<b>85,52,835/-</b>
<b>Lot-III</b>	40 MVA, 220/33KV, BHEL-Make Power transformer (serial No.-2042106). <b>Available at 220/33KV Grid S/S, INFOCITY-II</b>	<b>1,27,48,729/-</b>
<b>Lot-IV</b>	20 MVA, 220/33KV CGL make Power Transformer (Serial No. BH09296/1). <b>Available at 220/33 KV Grid S/S, BALIMELA.</b>	<b>77,80,078/-</b>
<b>Lot-V</b>	20 MVA, 220/33KV BHEL make Power Transformer. <b>Available at 220/33 KV Grid S/S, KASHIPUR.</b>	<b>73,72,370/-</b>
<b>Lot-VI</b>	160MVA, 220/132/33 KV BHEL make Auto Transformer (Serial No. 2017901) <b>Available at 220/132/33 KV Grid S/S, BUDHIPADAR</b>	<b>2,48,97,750/-</b>

**19. 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.

**20. (A) Terms of Payment.**

- (i) 70% (Seventy percent) cost of repair of the transformer and transportation, loading, unloading & handling charges, along with 100% taxes & duties will be paid after receipt of the repaired transformer at OPTCL site in good condition.
- (ii) 20% (Twenty percent) cost will be paid after successful erection, testing & commissioning & against approval of Composite Bank Guarantee, test certificate & guarantee certificate.
- (iii) Balance 10% (Ten percent) payment shall be paid after three months of successful commissioning of the repaired transformer, subject to submission of BG of equivalent amount valid up to guarantee period plus two months.

**20. [B]** The manufacturer/Repairer shall furnish Composite Bank Guarantee of appropriate amount to OPTCL covering 10 (ten) % of F.O.R. Destination cost of the work order well in advance ,within **15 days** from the date of issue of the work order.

**21. Penalty for Delay in Completion of Contract**

I) If the Repairer fails to deliver the materials/equipments within the delivery schedule, specified in the contract including delivery time extension, if any, granted thereto, the Purchaser shall recover from the Repairer, penalty for a sum of half percent (0.5 percent) of the repair cost without considering credit for scrap items of the un-delivered equipment 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 penalty shall not exceed five percent (5%) of the repair cost without considering credit for scrap items of the unit or units so delayed. Equipment will be deemed to have been delivered only when all its components and accessories as per technical Specification are also delivered. If certain components & accessories are not delivered in time, the equipment will be considered delayed until such time as the missing parts are delivered.

II) If the Repairer fails to rectify /replace the equipment/material within **one months** from the date of .0 of the defect so noticed by the purchaser within the guarantee period then the penalty for sum of one half of the one percent (0.5%) of the total work order amount for each calendar week of delay shall be recovered by the purchaser within the guarantee period. For this purpose, penalty date will be started from the 90<sup>th</sup>.day from the date of issue of letter on defectiveness of equipment/material so supplied, by the purchaser. The total amount of penalty in this case shall not exceed 10% (TEN PERCENT) of the work order amount.

The work order amount shall mean ex-works price + freight & insurance and all taxes & duties without considering credit for scrap items.

If the defects so intimated will not be rectified by the Repairer within the guarantee period, then whole of the B.G. will be forfeited by the purchaser, without any intimation to the Repairer.

**22. Insurance**

The Manufacturer/Repairer shall undertake insurance of items/stores covered by this Specification unless otherwise stated. The responsibility of transportation of defective transformer from OPTCL site till delivery of transformer after repair at destination in good condition rests with the Manufacturer/Repairer. Any claim with the Insurance Company or transport agency arising due to loss or damage in transit has to be settled by the manufacturer/Repairer. The Manufacturer/Repairer shall undertake free replacement of materials damaged or lost, which will be reported by the consignee within 30 days of receipt of the materials at destination without awaiting for the settlement of their claims with the carriers and underwriters.

**23. Payment Due from the Manufacturer/Repairer.**

All costs and damages, for which the manufacturer/Repairer is liable to the purchaser, will be deducted by the purchaser from any money, due to the manufacturer/Repairer under any of the contract (s) executed with OPTCL.

**24. Rating under Goods and Services Tax and Balance sheet and profit & Loss Account:**

~~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 three 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 and IT return for last 3 years under the Income Tax Act or any other act.~~

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

~~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.~~

**26. Manufacturer / Repairer's Responsibility.**

Notwithstanding anything mentioned in the Specification or subsequent approval or acceptance by the Purchaser, the ultimate responsibility for design, manufacture, materials used and satisfactory performance shall rest with the Tenderers. The Manufacturer/Repairer(s) shall be responsible for any discrepancy noticed in the documents, submitted by them along with the bid(s).

**27. Indemnity Bond:-** It will be responsibility of the manufacturer/Repairer to take delivery of the transformer at site and execute an indemnity bond in favour of Odisha Power Transmission Corporation Ltd, against loss, damage and risk involved from loading of the transformer from OPTCL's site till commissioning of transformer after repair and handing over to OPTCL for the ordered amount except the value of credit for spare parts.

**28. Validity**

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

**29. Basis of Evaluation:**

(i) Evaluation of bids will be on the basis of the FOR DESTINATION PRICE (By Road Transport) including Goods and Services Tax & other levies—as may be applicable. The FORD PRICE shall consist on the following components

- a) Taxable value of equipment/materials including mandatory spares, if any for maintenance of equipment. (At the discretion of the purchaser)
- b) Goods and Services Tax
- c) Other levies, if any.
- d) Test charges, if any.
- e) Erection, testing and commissioning charges, if any.
- f) Any other items, as deemed proper for evaluation by the purchaser.
- g) 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.
- h) 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.

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

- [a] Early delivery.
- [b] Past track record in delivery of similar items to OPTCL.
- [c] Track record in manufacture, repair & supply of similar items to utilities other than OPTCL.
- [d] Deviation in the bid vis-à-vis in the stipulation in the Bid Specification both in Technical and commercial except price which shall be quoted as 'FIRM'.
- [e] In comparing bids and in making awards, the Purchaser will consider other factors such as compliance with Specification, minimum qualification criteria as per **clause-30**, outright rejection of tenders **clause-34** of this tender, relative quality, adaptability of Supplies or services, experience, financial soundness, record of integrity in dealings, performance of materials/equipments 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 REQUIREMENTS (QRs) OF BIDDER(S):

#### (A) BIDDER'S TECHNICAL QUALIFICATION:

This bid is open to any Bidder having adequate experience in "manufacturing" OR "repairing" of EHV class transformers, domicile in India independently, who meets the following Technical qualifying requirement.

- (a) The bidder, as a Principal Contractor must have successfully executed the repairing of at least one number of EHV class transformer of rated capacity and HV winding of rated voltage or above in India for any Transmission / Generation Utility of State Govt. / Central Govt. / any PSU.
- (b) The above work should have been completed during last **5 (Five) years** as on the date of opening of Bid(s) in India.
- (c) The above rated or higher rated repaired transformer should have at least 1 year successful performance from the date of commissioning and **during last 7 (Seven) years period from the date of opening of bid**. At least one of the certificate shall be from any Transmission / Generation Utility of State Govt. / Central Govt. / any PSU.
- (d) The Bidder must furnish copies of the relevant Work Orders along with Handing Over and Taking over Certificate or Client certified copies of Completion Certificate in proof of successful execution of Works and Performance Certificates duly signed by the competent authority of the principal employer in proof of successful operation of the above quantum of works.
- (e) The Bidder should have all the facilities such as Winding shop with Dust Free atmosphere, vacuum oven, and adequate testing facilities **with NABL accreditation** for the repair of the transformers.

**Note:** Experience of repairing of single-phase transformers will not be considered

#### (B) BIDDER'S FINANCIAL QUALIFICATION:

- (i) **The Minimum Average Annual Turnover (MAAT)** requirement of the bidder (The Average of Best Three Financial Years out of the Last Five Financial Years preceding to the year of NIT) shall not be less than **Rs. 5.0 (Five) Crore**. Turnover of the bidding company on standalone basis only (excluding its associate companies on Standalone Basis) shall be considered for arriving at Annual Turnover. While calculating the turnover, only manufacturing & repairing related turnover shall be taken into consideration. The bidder should furnish self-attested copies of audited balance sheets for last five financial years.

- (ii) LIQUID ASSETS AND ACCESS TO CREDIT FACILITY:** Bidder shall be financially sound and stable. The liquid assets (Cash at Bank & Fixed Deposit) and Un-Utilized credit facility (both Fund & Non-Fund based) available from bank(s) duly certified by the Bank(s) within one Month prior to the date of Tender opening, should not be less than **Rs. 1.0 Crore.**
- (iii) NET WORTH:** Net worth of the bidder as per the audited financial results shall be positive on the last day of the preceding financial year. Net Worth means the sum total of the paid-up share capital and free reserves (excluding reserves created out of the revaluation of assets, write back of depreciation provisions and amalgamation & Capital Reserve) net of P&L A/C (Dr. balance) and miscellaneous expenses to the extent not adjusted or written off.

**(C) BIDDER'S PERFORMANCE QUALIFICATION:**

- (i)** The bidders who have earlier failed to execute even a single work order of the OPTCL/ Govt. Of Odisha /Govt. funded scheme during last three financial years (and the current financial year) or who stand currently debarred / blacklisted by OPTCL / Govt. Of Odisha/any other Distribution / Transmission / Generation Utility in India shall not be eligible to participate in this tender.
- (ii)** The bidder should not have any pending litigation with OPTCL with regard to any related activity. The bidder should certify/ declare the same in unequivocal terms by way of an affidavit duly sworn before a Magistrate/ 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 is detected.
- (iii)** The bidder shall also disclose if he was blacklisted by any utility in the past and the blacklisting order was subsequently withdrawn by the utility suo-moto or set aside by any court order (This is for information of OPTCL). Detection of the bidder's non-disclosure of these facts at any stage will lead to rejection of the bid or termination of the contract with forfeiture of CPBG.
- (iv)** The bidder must not been declared Insolvent or referred to National Company Law Tribunal (NCLT) under the Insolvency and Bankruptcy Code (IBC), 2016. In such case

the bid shall also be rejected. In this respect one undertaking from the bidder that they are not declared as Insolvent or referred to NCLT under IBC shall be submitted along with the bid. Non-disclosure of this fact by the bidder will lead to rejection of the bid or termination of the contract with forfeiture of CPBG.

**31. EVALUATION OF PRICES:**

The evaluation of quoted prices shall be done on the basis of summation of following prices:

- (i) Rates quoted for services mentioned in schedule-I (Part-A).
- (ii) Testing charges for conducting all tests as per schedule-I (Part-B).
- (iii) Amount for copper required for new windings on the basis of tentative weight of winding. For evaluation purpose, the approximate weight of winding with insulation shall be taken considering 30% of total weight of core & windings as mentioned on the respective transformer name plate (if weight of copper is not mentioned in the name plate). Same amount of scrap copper shall be considered for salvage value for estimation purpose. As per the past experience it is expected that damage to core laminations may not be significant in the failure cases as of the instant transformer. However a tentative weight of laminations i.e. 10% of total core weight shall be considered for evaluation purpose. Same amount of core lamination shall be considered for salvage value of scrap lamination. For evaluation purpose, same tentative weights as mentioned above shall be considered for repair of transformers. (Schedule-I, Part-C).
- (iv) Transportation charges as per schedule-I (Part-D).
- (v) Total cost of accessories mentioned in Schedule-I (Part-E) as per the quantities indicated therein.
- (vi) Erection, testing & commissioning charges as per schedule-II.

**32. 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.

**33. Correspondences.**

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

**34. 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] **Manufacturer/Repairer:** Address

Telephone No.

Fax No.

### **35. Outright Rejection of Tenders**

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

- i. The tenderer shall submit the bid in electronic mode only and shall submit the cost of tender document and Tender processing fee on or prior to the last date and time of submission of bid.
- ii. The tenderer shall submit the bid in electronic mode only.
- iii. The Tender shall not be submitted telegraphically or by Fax.
- iv. The prescribed EMD shall be submitted on or before the last date and time of submission of bid
- v. The Tender shall be kept valid for a minimum period of 180 days from the date of opening of tender.
- vi. The Tender shall be submitted in two parts as specified.
- vii. The schedule of prices should be filled up fully to indicate the break-up of the prices including taxes and duties. Incomplete submission of this schedule will make the tender liable for rejection. **Vide Clause-4(ii) of Price Bid.**
- viii. The Tenderer should quote **FIRM** price only and the price should be kept valid for a minimum period of **180** days from the date of opening of the tender. No deviation from 'FIRM PRICE' will be entertained irrespective of No commercial & technical deviations are allowed.
- ix. Abstract of terms and Conditions should be filled in fully.
- x. Not qualifying the QR clause No-30 mentioned above.

### **36. Documents to be treated as confidential.**

The manufacturer/Repairer 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.

### **37. Scheme/Projects:**

The materials/equipment covered in this specification shall come under "**O&M Works**".

**38. EMPANELMENT OF BIDDERS:-** OPTCL may consider for empanelment of such Bidders and for such equipment 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



02(two) years from the date of opening of techno-commercial bids against this Tender. During the above period, OPTCL may ask for price bids as and when required by OPTCL. 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. Details of Auto & Power Transformers Sl No. /Make & /its available Location for repair:**

<b>Sl. No</b>	<b>Description of Auto &amp; Power Transformer</b>	<b>Name and Contact Number of Sub-Divisional Officer</b>
Lot-I	40 MVA, 132/33 KV Areva make Power Transformer (Serial No. D-9411) <b>Available at 132/33 KV Grid S/S, BARIPADA.</b>	Sri M. C. Besra , A.G.M (El), <b>9438907275</b> Under EHT (O&M) Division- Baripada.
Lot-II	40 MVA, 132/33 KV Areva make Power Transformer (Serial No. B-9476) <b>Available at 132/33 KV Grid S/S, CHAINPAL.</b>	Sri A. K.Nath, D.G.M (El), <b>9438907179.</b> Under EHT(O&M) Division- Chainpal
Lot-III	40 MVA, 220/33KV, BHEL-Make Power transformer (serial No.-2042106). <b>Available at 220/33KV Grid S/S, INFOCITY-II</b>	Smt Sujata Mahalik, A.G.M(El), <b>9438907986.</b> Under EHT (O&M) Division- Bhubaneswar.
Lot-IV	20 MVA, 220/33KV CGL make Power Transformer (Serial No. BH09296/1). <b>Available at 220/33 KV Grid S/S, BALIMELA.</b>	Sri A. K. Sethi, D.M(El), <b>9438907092</b> Under EHT(O&M) Division- Malkangiri
Lot-V	20 MVA, 220/33KV BHEL make Power Transformer. <b>Available at 220/33 KV Grid S/S, KASHIPUR.</b>	Sri Iswar Chandra Sing. D.M(El) 9438907326 Under EHT(O&M) Division, Therubali
Lot-VI	160MVA, 220/132/33 KV BHEL make Auto Transformer (Serial No. 2017901) <b>Available at 220/132/33 KV Grid S/S, BUDHIPADAR</b>	Sri S.K. Patel, D.M(El), <b>9438907828</b> Under EHT (O&M) Division- Jharsuguda.