

ODISHA POWER TRANSMISSION CORPORATION LTD CENTRAL PROCUREMENT CELL, JANPATH, BHUBANESWAR - 751022

TENDER SPECIFICATION NO. SR.G.M-CPC-E-TENDER-RELAYS-15/2023-24

E-TENDER NOTICE NO-15/2023-24 FOR PROCUREMENT OF DIFFERENT TYPES OF RELAYS

LOT	Description	Requirement for 2022-23	Requirement for 2023-24	Total requirement
Ι	Numerical differential (3 winding) relay.	40	30	70
II	Numerical back up relay	120	100	220

Request for online tender documents – From dt-26.07.2023 (11.00 Hr) to dt- 06.08.2023 (11.00 Hr)

Last date of submission of online tender - dt- 06.08.2023(13.00 Hr)

Date of opening of Tender - 07.08.2023(11.30Hr)

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

e-TENDER NOTICE NO. CPC-RELAYS-15/ 2023-24

For and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD, Sr.G.M. [C.P.C.] invites Tenders from reputed manufacturers in two part bidding system for supply of Different types of Numerical & Electromechanical Relays. The interested bidders would be required to enroll themselves on the tender portal <u>www.tenderwizard.com/OPTCL</u>. Complete set of bidding documents is available at <u>www.tenderwizard.com/OPTCL</u> from 26.07.2023 (11.00 HRs) up to 06.08.2023 (11.00 HRS). Interested manufacturers may visit OPTCL's official web site http://www.optcl.co.in and www.tenderwizard.com/OPTCL for detail specification.

N.B: All subsequent addendum / corrigendum to the tender shall be hosted in the OPTCL's official website www.tenderwizard.com/OPTCL only.

CHIEF GENERAL MANAGER [C.P.C.]

NOTICE INVITING TENDER ODISHA POWER TRANSMISSION CORPORATION LTD., REGD. OFFICE: JANPATH, Bhubaneswar. *e-TENDER NOTICE NO- CPC-* 15/2023-24

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

Tender specificati on No	LOT	Description of equipment / materials.	Quant ity	Earnest money deposit (IN INR	Cost of Tender specificat ion documen ts (in INR)	Tender Processi ng fee (in INR)	Last date & Time of receipt of bids.	Date & Time of opening of Tender
SR.G.M- CPC-E TENDER- RELAYS -	Ι	Numerical differential (3 winding) relay.	70	1,28,365/-	12,000/- (INR) +	5,900/-	08.2023) Hr)	07.08.2023 30 Hr)
15/2023- 24	II	Numerical Backup relay	220	1,20,391/-	- GST@ <mark>18</mark> <mark>%</mark> = 14,160/-		Dated 06.((13.00	Dated 07.((11.30

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

TENDER COST:

The bidders who want to submit bids shall have to pay non-refundable amount Rs. 14,160/- (Rupees Fourteen thousand One Hundred Sixty) only including GST @ 18% towards the tender cost, 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. They have to also submit notarized hard copy of GST registration certificate on or before the scheduled date & time of opening of techno-commercial bid.

They have to also submit GST registration certificate on or before the date & time of submission of technocommercial bid.

TENDER PROCESSING FEE:

The bidders shall have to submit non-refundable amount of Rs.5,900/- (Rupees Five thousand & nine hundred) only including GST @ 18%) towards the tender processing fee to K.S.E.D.C.Ltd, in e-payment

mode. The e-payment of above amount is to be made to enable the bidder to down load the bid proposal sheets & bid document in electronic mode.

SUBMISSION OF TENDER COST, TENDER PROCESSING FEE & EMD:

The bidder shall deposit the tender cost, tender processing fee & EMD BG prior to last date & time for submission of bid as notified in tender notice. Local micro & small enterprisers (MSEs) (**In the state of Odisha**) based in Odisha and registered with respective DICs, Khadi, Village, Cottage & Handicrafts Industries, OSIC and NSIC can participate without payment of the cost of tender specification. They have to submit notarized hard copy of valid registration as local MSE (**In the state of Odisha**) as above on or before the date & time of submission of techno-commercial bid.

The **demand draft/pay order for** tender cost , processing fees are to be submitted along with the EMD at the office of the undersigned on or before the last date & time of submission of tender.

The bidders shall scan the Demand Draft/Pay order/ Bank guarantee, towards EMD/ notarised hard copy of valid registration as local MSE (**In the state of Odisha**) (if any) 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** by clicking on hyper link "Register Me".

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

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

SENIOR GENERAL MANAGER, CPC CENTRAL PROCUREMENT CELL

ODISHA POWER TRANSMISSION CORPORATION LTD. OFFICE OF THE SR. GENERAL MANAGER CENTRAL PROCUREMENT CELL FAX NO.:0674 – 2542964 TELEPHONE NO.:0674 – 2541801

JANAPATH, BHUBANESWAR - 751022

TENDER SPECIFICATION NO. Sr.G.M.-CPC-E-TENDER-RELAYS-15/2023-24

CONTAINING

PART – I

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SECTION – II	:	GENERAL TERMS AND CONDITIONS OF
		CONTRACT (G.T.C.C.) (COMMERCIAL)
SECTION – III	:	LIST OF ANNEXURES (COMMERCIAL)
SECTION - IV	:	TECHNICAL SPECIFICATION

<u>PART – II</u> : PRICE BID.

PART – I.

SECTION - I.

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COMMERCIAL SPECIFICATION.

PART-I

SECTION-I

INSTRUCTIONS TO TENDERER

1. Submission of Bids: -

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

The OPTCL reserves the right to reject any bid, which is not deposited according to the instruction, stipulated above. The participants to the tender should be registered under GST laws.

- 1. For all the users it is mandatory to procure the Digital Signatures.
- Contractors / Vendors / Bidders / Suppliers are requested to follow the below steps for Registration:
 - a. Click "Register", fill the online registration form.
 - b. Pay the amount of Rs. 2360/- through e-payment in Favour of KSEDCL Payable at Bangalore.
 - 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.
- 6. After making the request Bidders will receive the Tender Documents which can be checked and downloaded by following the below steps:
 - Click to view the tender documents which are received by the user.
 - Tender document screen appears.
 - Click "Click here to download" to download the documents.
- 7. After completing all the formalities Bidders will have to submit the tender and they must take care of following instructions.
 - Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not.
 - Note down / take a print of bid control number once it displayed on the screen
- 8. Tender Opening event can be viewed online.
- 9. Competitors bid sheets are available in the website for all.
- For any e-tendering assistant contact help desk number mentioned below. Bangalore
 080- 40482000.

The participants to the tender should be registered under GST laws.

2. <u>Division of Specification.</u>

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

Part-1 Consists of

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

Part-II Consists of

Schedule of prices as per Annexure-V

3. <u>Tenders shall be in two parts.</u>

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

4. <u>Opening of Bids.</u>

- [a] The part-I shall be opened on the date and time fixed by the OPTCL for opening of bids in Electronic mode in presence of such of the Tenderers or their authorized representatives [limited to one person only] on the due date of opening of tender who opt to remain present. After scrutiny of the technical particulars and other commercial terms, clarifications, if required, shall be sought for from the bidders. The Tenderers shall be allowed 15 days' time for such activity.
- [b] On receipt of technical clarification, the bids shall be reviewed, evaluated and those not in conformity with the technical Specification / qualifying experience, shall be rejected. If any of the technical 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, the original price proposals will be returned to the bidders unopened along with their original technical proposals. 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.

5. <u>Purchaser's Right Regarding Alteration of Quantities Tendered</u>.

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

6. <u>Procedure and opening time of tenders.</u>

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. <u>Bidder's Liberty to deviate from Specification.</u>

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

8. <u>Eligibility for submission of bids.</u>

Only those manufacturers who have deposited the cost of tender specification are eligible to participate in the tender. 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 without payment of the cost of tender specification.

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

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. <u>Mode of submission of Tenders.</u>

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

[B] **<u>Telegraphic or FAX tenders</u>** shall not be accepted under any circumstances.

11. <u>Earnest money deposit:</u>

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

The local Micro and small Enterprises (MSEs) (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 <u>Annexure-VI</u> to be executed on non-judicial stamp paper worth Rs.29.00 or as applicable, as per prevailing laws in force and also to be accompanied by the confirmation letter of the issuing Bank Branch.

NOTE:

- (i). The validity of the EMD in the form of Bank Guarantee shall be at least for 240 days from the date of opening of tender failing which the tender will be liable for rejection.
- (ii) No interest shall be paid on the Earnest Money Deposit.
- (iii) E.M.D. in shape of cash may be submitted up to Rs. 25,000/- (Rupees Twenty five)
 Thousand) only. Above Rs. 25,000/- (Rupees Twenty five thousand) the Earnest Money
 Deposit shall be furnished in any one of the forms indicated above (i.e. Through Bank
- ------ Draft, Bank Guarantee/ National Savings Certificate).
- (iv) No adjustment towards EMD shall be permitted against any outstanding amount with the ODISHA POWER TRANSMISSION CORPORATION LTD.
- (v) The chart showing particulars of EMD to be furnished by Tenderers of different categories is placed at <u>Annexure-VIII.</u>
- (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 <u>clause-19of Section-II</u>.
- (vii) Suits, if any, arising out of this clause shall be filed in a Court of law to which the jurisdiction of High Court of ODISHA extends.
- (vii) EMD will be forfeited if the tenderer fails to accept the letter of intent and/or purchase order issued in his favour or to execute the order, placed on them.

(viii) Tenders not accompanied by Earnest Money shall be disqualified.

12. Validity of the Bids: -

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

13. <u>PRICE: -</u>

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

14. <u>Revision of tender price by Bidders</u>: -

[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. <u>Tenderers to be fully conversant with the clauses of the Specification:</u> -

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

16. <u>Documents to Accompany Bids</u>.

Tenderers are required to submit tenders in the following manner:

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

[i] Declaration Form. [As per Annexure-I]

[ii] Earnest Money. [As per **Annexure-VIII**]

[iii] Technical specification and Guaranteed Technical Particulars conforming to the Purchaser's Specification along with drawings, literatures and all other required Annexures, duly filled in.

[iv] Photostat copies of type test certificates of materials/equipments offered as stipulated in the Technical Specification.

[v] Abstract of Terms & conditions in prescribed proforma as per **Annexure-II.**

[vi] General Terms & Conditions of supply offer as per Section-II of the Specification.

- [vii] List of orders executed for similar materials/equipments during preceding 2 (two) years indicating the customer's name, Purchase Order No. & Date, date of supply and date of commissioning etc.
- [viii] Data on past experience **as per Clause-7 of Section-II** of the Specification.
- [ix] The permanent account number [PAN] of the firm is required under Income tax Act.
- [x] Audited Balance sheet & profit loss accounts of the bidder, for past (3) three years.
- [xi] Schedule of quantity and delivery in the prescribed Proforma vide <u>Annexure, as</u> appended.
- [xii] List of Orders in hand to be executed.
- [xiii] Deviation schedule.
- [xiv] Notarized hard copy and soft copy of valid registration as local MSE (In the state of Odisha) (if any).
- [xv] 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/notary.

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

- Part II of the tender shall consist of the following
- (i) Schedule of prices in the prescribed proforma as per Annexure-V

18. <u>Conditional Offer:</u>

Conditional offer shall not be accepted.

19. <u>General:-</u>

(a)

- (i) In the event of discrepancy or arithmetical error in the schedule of price, the decision of the purchaser shall be final and binding on the Tenderer.
- (ii) For evaluation, the price mentioned in words shall be taken if there is any difference in figures and words in the price bid.
- (iii) Notice inviting tender shall form part of this specification.
- (iv) The price bids of the technically and otherwise acceptable bids shall only be evaluated. The EMD of others, if any, shall be returned to the bidders.
- (v) Tenderer can offer any lot or all the lots of the tender, if there are more than one lots. But the tender(bid) must be furnished separately for each lot.
- (vi) It should be distinctly understood that the price bid shall contain only details/documents relating to price, as outlined in clause-17 mentioned herein above. Inclusion of any of the documents/information etc. shall render the bid liable for rejection.
- (vii) The tenderer must submit the EMD amount, cost of tender document (Form Fee) and Tender processing fee in a sealed cover envelope super-scribing the tender specification number, Tender Notice No & Date of tender clearly on the cover envelope. The said

envelope is to be submitted in the office of the purchaser on or before the last date and time of submission of Bids.

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

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

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

Important:

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

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

a) Hotel Accommodation:

- I. Single room accommodation in 4 star hotel for the OPTCL inspecting officer of the rank of Assistant General Manager (Grade E-6) and above.
- II. Single room accommodation in 3 star hotel for the OPTCL inspecting officer of the rank below Assistant General Manager (Grade E-6).
- N.B.: It is the responsibility of the contractor to arrange the hotel accommodation matching with their inspection and testing schedule, so that the inspecting officer can check-in the hotel one day prior to the date of inspection and check out after the completion of the inspection, subject to availability of the return travel ticket. In case of extended duration of inspection or non-availability of the return travel ticket, Contractor/supplier/manufacturer shall arrange for the extended stay of the inspecting officer in the Hotel accordingly. In case there is no hotel with prescribed standard in and around the place of inspection, the contractor/supplier/manufacturer shall suggest alternative suitable arrangement at the time of offer for inspection, which is subjected to acceptability of OPTCL inspecting officer.

b) Journey of the inspecting officer:

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

- (ii) For train journey, inspecting officer of the rank Assistant General Manager and above shall be provided with 1st class AC ticket and inspecting officer below the rank of Assistant General Manager shall be provided with 2nd class AC ticket.
- (iii) The Air-ticket / train-ticket booking/cancellation is the responsibility of the contractor / supplier.
- (iv) Moreover, if during the journey there is an unavoidable necessity for intermediate travel by road/ waterway/sea-route, the contractor/supplier shall provide suitable conveyance to the inspecting officer for travel this stretch of journey or bear the cost towards this. Any such possibilities shall be duly intimated to OPTCL at the time of their offer for inspection.

c) Local Conveyance:

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

d) Following points are also to be considered:

- (i) All the above expenses shall be deemed to be included in the bidder's quoted price for that supply item. Bidder shall not be eligible to raise any extra claim in this regard.
- (ii) Contractor/supplier/manufacturer may assume that only in 40% of the inspection and testing offer cases, OPTCL inspecting officer, not below the rank of Assistant General Manager will witness the inspection and testing.
- (iii) In case of inspection and testing of some critical equipment/materials like Power transformers, OPTCL may depute more than one inspecting officer. (iv)Contractor/supplier/manufacturer shall judiciously plan the inspection/testing schedule and place of inspection/testing, so that optimum number of inspection/testing and minimum time shall be required to cover all the equipment/materials of the relevant contract package.
- (v) It shall be the responsibility of the Contractor/Supplier to organize the above tour related matters of OPTCL inspecting officer including the matters related to overseas inspection/testing, if any.
- **21.0** (a). Detailed information on any litigation or arbitration arising out of contract 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.
- **21.0** (b). 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 the 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 / declaration is detected.

SECTION – II.

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

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PART-I SECTION-II <u>GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.]</u>

1. <u>Scope of the contract:</u>

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

2.0 **Definition of terms:**

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

- 2.1 "The Purchaser" shall mean the Chief 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 supplier" shall mean the bidder whose bid has been accepted by the purchaser and shall include the bidder's executives, administrators, successors and permitted assignees.
- 2.5 "Equipment" shall mean and include all machinery, apparatus, materials, and articles to be provided under the contract by the suppliers.
- 2.6 "Contract Price" shall mean the sum named in or calculated the bid.
- 2.7 "General Condition" shall mean these General Terms and Conditions of Contract.
- 2.8 The Specification" shall mean both the technical as well as commercial parts of the specification annexed to or issued with GTCC and shall include the schedules and drawings, attached thereto as well as all samples and pattern, if any.
- 2.9 "Month" shall mean "Calendar month".
- 2.10 Writing" shall include any manuscript, type written, printed or other statement reproduction in any visible form and whether under seal or under hand.
- 2.11 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 Odisha General Clauses Act.

3. <u>Manner of execution:</u>

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

4. **Inspection and Testing**:

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

approve the test results and communicate the same to the supplier in writing. The supplier shall provide at least five copies of the test certificates to the Purchaser.

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

5. **<u>Training facilities.</u>**

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

6. **<u>Rejection of Materials.</u>**

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

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

7. <u>Experience of Bidders</u>:

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

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

- [v] Testing facilities at manufacturer's works.
- [vi] If the manufacturer is having collaboration with another firm [s], details regarding the same.
- [vii] A list of purchase orders of identical material/equipment offered as per technical specification executed during the last three years along with users certificate. User's certificate shall be legible and must indicate, user's name, address, designation, place of use, and satisfactory performance of the equipment/materials for at least three years from the date of commissioning. Wherein at least one (1) certificate shall be from a State/Central or P.S.U. Bids will not be considered if the past manufacturing experience is found to be un-satisfactory or is of less than 3 (three) years on the date of opening of the bid and bids not accompanying user's certificate will be rejected..

8. Language and measures:

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

9. **Deviation from specification**:

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

A list of deviations shall be enclosed with the tender. Unless deviations in scope, technical and commercial stipulations are specifically mentioned in the list of deviations, it

shall be presumed that the tenderer has accepted all the conditions, stipulated in the tender specification, not- withstanding any exemptions mentioned therein.

10. <u>Right to reject/accept any tender</u>:

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

11. <u>Supplier to inform himself fully</u>:

The supplier shall examine the instructions to tenderers, general conditions of contract, specification and the schedules of quantity and delivery to satisfy himself as to all terms and conditions and circumstances affecting the contract price. He shall quote price [s] according to his own views on these matters and understand that no additional allowances except as otherwise provided there in will be admissible. The purchaser shall not be responsible for any misunderstanding or incorrect information, obtained by the supplier other than the information given to the supplier in writing by the purchaser.

12. Patent rights Etc.

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

13. Delivery:-

- [a] Time being the essence of the contract; the equipment shall be supplied within the delivery period, specified in the contract. The Purchaser, however, reserves the right to reschedule the delivery and change the destination if required. The delivery period shall be reckoned from the date of placing the Letter of Intent/Purchase order, as may be specified in LOI/Purchase order.
- [b] The desired delivery period shall be as indicated at Appendix-II (Quantity & Delivery Schedule) of Section-IV (Technical Specification) & Annexure-III.

14. **Despatch instructions**.

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

II] Loading & unloading of Ordered Materials.

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

The Purchaser shall have no responsibility on this account.

15. Supplier's Default Liability.

- [i] The Purchaser may, upon written notice of default to the supplier, terminate the contract in circumstances detailed hereunder.
- [a] If in the judgement of the Purchaser, the supplier fails to make delivery of equipment/material within the time specified in the contract or within the period for which if extension has been granted by the Purchaser in writing in response to written request of the supplier.
- [b] If in the judgement of the Purchaser, the supplier fails to comply with any of the provisions of this contract.
- [ii] In the event, Purchaser terminates the contract in whole or in part as provided in Clause-15 {I) of this section, the Purchaser reserves the right to purchase upon such terms and in such a manner as he may deem appropriate in relation to the equipment/material similar to that terminated and the supplier will be liable to the Purchaser for any additional costs for such similar equipment/material and/or for

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

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

16 **Force Majeure**:

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

account notify the purchaser in writing of the cause of delay. The purchaser shall verify the facts and grant such extension, if facts justify .

17. Extension of time:-

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

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

18. <u>Guarantee Period</u> :

[i] The stores covered by this specification should be guaranteed for satisfactory operation and against defects in design, materials and workmanship for a period of at least 36 thirty six] months from the last date of delivery (in case of multiple lots, the last date of delivery of each lot shall be considered for this purpose). The above guarantee certificate shall be furnished in triplicate to the purchaser for his approval.

Any defect noticed during this period should be rectified/replaced 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) of GTCC i.e. Price Reduction Schedule** shall apply.

[ii] The supplier's liability shall be to the extent of repair/replacement of such defective equipment/material either arising from faulty design or defective equipment/materials and /or bad workmanship. Such defective equipment /materials shall be handed over to the supplier for repair or replacement by a new one, unless otherwise repairable at site. The supplier shall complete the repair

/replacement work within the reasonable time frame [as mentioned in **clause 22(ii) of GTCC i.e. Price Reduction Schedule**] intimated by OPTCL.

If it becomes necessary for the supplier to replace or repair any defective equipment/ materials, the provision of this clause shall apply for the same until the expiry of guarantee period.

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.

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

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

A Composite Bank Guarantee as per the Proforma enclosed at Annexure-VII of the specification for 10% [ten percent] of the total FORD cost of the purchase order(In case of executed on non-judicial stamp paper worth of Rs.29.00 [Rupees twenty nine] only or as per the prevalent rules, valid for a period of 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 have provision for encashment at Bhubaneswar, before the Bank Guarantee is accepted and all concerned intimated. The B.G should be revalidated as and when intimated to you to cover the entire guarantee period.

- [ii] No interest is payable on any kind of Bank Guarantee.
- [iii] In case of non-fulfillment of contractual obligation, as required in the detailed purchase order/Specification, the composite Bank guarantee shall be forfeited.

20. <u>Import License</u>

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) <u>Terms of Payment.</u>

i) 100% taxable value of each consignment with 100% Goods and Services Tax in full as applicable will be paid on receipt of materials 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 & Income Tax Act shall be deducted, as applicable.

iii) 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)

[B] The supplier shall furnish contract cum performance Bank Guarantee of appropriate amount 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 there will be 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 there will be 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.

23. Insurance

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

24. <u>Payment Due from the Supplier.</u>

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. <u>Rating under Goods and Services Tax and Balance sheet and profit & Loss Account:</u>

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 under the Income Tax Act or any other act.

26. <u>Certificate of Exemption from Goods and Services Tax</u>.

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, manufacture, materials used and satisfactory performance shall rest with the Tenderers. The Supplier(s) shall be responsible for any discrepancy noticed in the documents, submitted by them along with the bid(s).

28. <u>Validity.</u>

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

29. EVALUATION.

- (i) Evaluation of price bids will be on the basis of the FOR DESTINATION PRICE including Goods and Service Tax & other levies as may be applicable. The FORD PRICE shall consist of 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 Service Tax.
- c) Other levies, if any.
- d) Test charges, if any.
- e) Supervision of 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) <u>Weightage shall be given to the Following factors in the Evaluation & Comparison</u> of Bids.

In comparing bids and in making awards, the Purchaser will consider other factors such as compliance with Specification, minimum qualification criteria as per clause-30, outright rejection of tenders clause-34 of this tender, relative quality, adaptability of Supplies or services, experience, financial soundness, record of integrity in dealings, performance of materials/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.

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

(IV) The e-Reverse Auction (e-RA) process shall be resorted to and details of the same shall be notified as corrigendum/Addendum subsequently.

E-REVERSE AUCTION PROCEDURE SHALL BE ENSURED TO AS FOLLOWS STRATEGY FOR E-REVERSE AUCTION

1	Bidders are required to go through the guide lines given below and submit their acceptance to the same.
0	E-Reverse Auction (RA) will be conducted in e-tender portal of OPTCL on specified date and
<mark>2</mark>	time, while bidders shall quote from their own offices/places of their choice. Internet
	connectivity shall be ensured by the respective agencies/bidders themselves.
<mark>3</mark>	KEONICS shall arrange for demonstration/ training (if not trained earlier) of bidder's
_	nominated person(s), 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"
	lure for electronic Reverse Auctioning (e-RA):
<mark>5</mark>	a. The e-RA shall be conducted on www.tenderwizard.com/OPTCL only.
_	b. Bidder has to submit letter towards agreement to the Process related Terms & Conditions
	for e-Reverse Auction, as per (Reverse Auction Process Compliance Form at Annexure-XIX).
	In non-receipt of the same, vendors will not be allowed to participate in e-RA.
	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. 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.
<mark>6</mark>	Prior intimation/ Notice for RA invitation will be given to techno-commercially qualified
-	bidders regarding the date & time of opening of the e-RA.
	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 & 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. 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,L3Ln, 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).
	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.
	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).
	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 biding document & after e-RA process
	is over.
<mark>7</mark>	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.
	(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.
	(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 & duties during auction), shall be
	kept at 0.15% of L1 bidder's final evaluated price (or) at approved amount as decided by
	OPTCL.
	(iii) Bidders can only quote any value lower than their previous quoted price. However, at no
	stage, increase in Price will be permissible.
	(iv) At any point during Reverse Auction, bidding Price field shall remain enabled for the
	bidders. The reverse auction period shall be unlimited and the initial auction period (1 st
1	bidders. The reverse auction period shan be unninteed and the initial auction period (1°

	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			
	initial auction period or extended auction period, the auction shall get extended			
	automatically for another 10 minutes. In case, there is no bid received during			
	schedule/extended slot, the auction shall get closed automatically without further			
	extension.			
	(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.			
<mark>8</mark>	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 .			
	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.			
	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.			
	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].			
<mark>9</mark>	Consequent upon completion of e-Reverse Auction, OPTCL's decision on award of contract			
	shall be final and binding on the bidders. 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.			
	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.			

30. <u>Minimum Qualification Criteria of Bidders</u>.

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

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

Registration certificate of DPIIT:

As per Office Memorandum No.F.No.6/18/2019-PPD, Ministry of Finance, Dept. of Expenditure Public Procurement Division, New Delhi and Office Memorandum No. FIN-CON-MISC-0007/2019/27945/F Dated.16.10.2020 of Finance Department, Govt. of Odisha "Any bidder from a country which **shares a land border with India** will be eligible to bid in any procurement whether goods, services (Including consultancy services and non-consultancy services) or works (including turnkey projects) **only if the bidder is** registered with the Competent Authority, DPIIT (i.e. Department for Promotion of Industry and Internal Trade)". Pursuant to decision of Govt. of India prescribing imposition of restriction on public procurement from bidders of certain countries on ground of defence of India or matters directly or indirectly related thereto, the Office Memorandum No. 4939/F, dated: 13.02.2012 of Finance Department, Govt of Odisha has been amended vide Office Memorandum No 27945 Dtd 16.10.2020 by inserting subpara-3 (vii) to para-3 thereof. Prescribing the restriction on procurement made by the State Govt., State Public Sector Undertaking including local bodies etc. and directing no procurement shall be made in violation of such restrictions, it is hereby clarified that the provisions of the same shall be applicable for the tenders for works/procurement/Service in OPTCL in both ongoing (Techno-Commercial bid not opened) and future tenders.

The tender documents of OPTCL shall contain following additional clauses and certificate formats.

- A. To be incorporated as qualifying requirement of bidder /certificates in case of tenders for Works (including Turn-key works)
- 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 company, including any member of a consortium or joint venture (that is a company),
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means :-
 - An entity incorporated, established or registered as company in such a country ; or
 - b. A subsidiary company 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	r
--	---

f. 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 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;
- Where no natural person is identified under (1) above, the beneficial owner is the relevant natural person who hold the position of senior managing official;
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

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 subcontracting 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.

- B. 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

	ncy branch or office controlled by such person, participating in a curement process.
	from a country which shares a land border with India" for the pose of this Order means :-
<mark>a.</mark> A	In entity incorporated, established or registered in such a country ; or
	A subsidiary of an entity incorporated, established or registered in such a country ' or
	An entity substantially controlled through entities incorporated,
	stablished or registered in such a country ; or
<mark>d.</mark> A	In entity whose beneficial owner is situated in such a country ; or
<mark>e. A</mark>	An Indian (or other) agent of such an entity ; or
<mark>f. A</mark>	A natural person who is a citizen of such a country ; or
<u> </u>	a consortium or joint venture where any member of the consortium or
j.	oint venture falls under any of the above.
IV. The ber	neficial owner for the purpose of (iii)(d) above will be as under :
c c	n 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 nterest or who exercises control through other means.
Exp	lanation-
a. "	Controlling ownership interest" means ownership of or entitlement to
	nore than twenty-five per cent of shares or capital or profits or the company.
t t	Control" shall include the right to appoint majority of the directors or o control the management or policy decisions including by virtue of heir shareholding or management rights or shareholders agreements or voting agreement;
<mark>2. I</mark> :	n case of a partnership firm, the beneficial owner is the natural
r n	person(s) who, whether acting along or together, or through one or nore juridical person, has ownership or entitlement to more than ifteen per cent of capital or profits of the partnership ;
	n case of an unincorporated association or body of individuals, the
	peneficial owner is the natural person(s), who, whether acting along or
	ogether, 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 ;
<mark>4. V</mark>	Where no natural person is identified under (1) or (2) or (3) above, the
<mark>t</mark>	peneficial owner is the relevant natural person who hold the position of
S	enior managing official ;

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.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Certificate (to be furnished in bidder'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; 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.]

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. <u>Correspondences.</u>

- 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] <u>Purchaser</u>: Senior General Manager (Procurement)(CPC) OPTCL Bhubaneswar-751022 (Orissa) Telephone No. 0674 - 2541801

- FAX No. 0674 2542964
- [ii] <u>Supplier:</u> 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 tender cost on or before the date and time of submission of technical bid. In case of local Micro and small Enterprises(MSEs) (In the state of Odisha) registered with respective DICs, Khadi, Village, Cottage & Handicrafts Industries, OSIC and NSIC participating in the tender they have to submit notarised hard copy of valid registration as local MSE as above on or before the date and time of submission of technical bid.

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

not accompanied by the affidavit. Further, the bid/LOA/LOI shall liable for outright rejection/cancellation at any stage if any information contrary to the affidavit/declaration is detected.

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

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

36. Scheme/Projects

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

SECTION - III.

LIST OF ANNEXURES [I TO XII]

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

1	Declaration form	ANNEXURE-I
2	Abstract of terms and conditions to accompany Section- II of Part-I	ANNEXURE-II
3	Schedule of Quantity and Delivery	ANNEXURE-III
4	Abstract of price component [to accompany Part-II of this specification]	ANNEXURE-IV
5	Schedule of prices to accompany Part-II	ANNEXURE-V
6	Bank Guarantee form for earnest money deposit	ANNEXURE-VI
7	Composite Bank Guarantee form for security deposit, payment and performance	ANNEXURE-VII
8.	Chart showing particulars of E.M.D.	ANNEXURE – VIII
9.	Data on Experience.	ANNEXURE – IX
10.	Schedule of spare parts.	ANNEXURE-X
11.	Schedule of Installations.	ANNEXURE-XI
12.	Schedule of deviations(Technical).	ANNEXURE-XII(A)
13.	Schedule of deviations(Commercial).	ANNEXURE-XII(B)
14.	Litigation /Arbitration	ANNEXURE-XIII
15	Reverse Auction Process Compliance Form	ANNEXURE-IB

16	Affidavit Of Bidder	ANNEXURE-XIV
17	DPIIT Certificate	ANNEXURE-XV

<u>LIST of Documents</u>

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

<mark>6. E payment proof of tender cost</mark>

<u>ANNEXURE - I</u> DECLARATION FORM

То

The Sr. General Manager (CPC) OPTCL Head Qrs.BBSR,751022 Sub:- Tender Specification No-

Sir,

- 1. Having examined the above specification together with terms & conditions referred to therein * I/We the undersigned hereby offer to supply the materials/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 submitted the bid electronically by remitting *cash/money order/D.D./ remitting the cost of tender, herewith and this has been acknowledged by your letter/ money receipt No. Dated,
- 5. In the event of Tender, being decided in *my/our favour, * I/We agree to furnish the Composite B.G. in the manner, acceptable to ORISSA POWER TRANSMISSION CORPORATION LTD., and for the sum as applicable to *me/us as per clause-19 of section-II of this specification within 15 days of issue of letter of intent/purchase

order failing which *I/We clearly understand that the said letter of Intent/Purchase order will be liable to be withdrawn by the purchaser, and the EMD deposited by us shall be forfeited by OPTCL

Signed this

day of

Year

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.]

ANNEXURE-IB

(Reverse Auction Process Compliance Form)

(To be incorporated in the bid document). (To be submitted on letter head of the bidding company with sign and stamp and along with Technical bid)

To,

Sr. General Manager (CPC), OPTCL Bhubaneswar-751010, 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 be filled up by the tenderer as indicated in the excel sheet)

1	Whether the material/equipment offered conforms to the OPTCL'S specification (If not, specify the deviations in Annexure).	Yes/No
<mark>2.a.i</mark>	Cost of Tender Document:	Submitted/Not submitted
<mark>2.a.ii</mark>	OPTCL Money Receipt No. & Date / D.D No & Date.	
<mark>2.b.i</mark>	Earnest money furnished.	Submitted/Not submitted
<mark>2.b.ii</mark>	Bank Guarantee No. & Date / D.D No. & Date.	
2.c.i	Tender Processing Fee:	Submitted/Not submitted
<mark>2.c.ii</mark>	D.D No. & Date.	
<mark>3</mark>	Manufacturer's supply experience including user's certificate uploaded or not. [As per clause No.7 of Section-II.]	Yes/No
<mark>4.a.i</mark>	Commercial Deviations to the specification if any	<mark>Yes/No</mark>
<mark>4.a.ii</mark>	If Yes, [list uploaded or not, As per clause-9 of the Section-II	<mark>Yes/No</mark>
<mark>4.b.i</mark>	Technical Deviations to the specification if any	<mark>Yes/No</mark>
<mark>4.b.ii</mark>	If Yes, list uploaded or not, As per clause-9 of the Section-II	Yes/No
<mark>5</mark>	Delivery <u>(Period in months from the date of issue of PO)</u>	
<mark>6</mark>	Guarantee: - Whether agreeable to OPTCL's terms[As per clause-18 of Section-II].	Yes/No
7	Whether agreeable to furnish Composite B.G. in case his tender be successful [As per clause-19 of Section-II]	Yes/No
8	Terms of payment:- Whether agreeable to OPTCL's terms or not [As per clause-21 of Section-II]	Yes/No
<mark>9</mark>	Nature of price:- FIRM	<mark>Yes/No</mark>
10	Price Reduction: - Whether agreeable to OPTCL's terms or not (As per clause- 22 of Section-II)	Yes/No

<mark>11</mark>	Whether STCC/ P&L A/C, Balance Sheet for the required period are uploaded as per clause-25 of Section-II	Yes/No
<mark>12</mark>	Validity: - Whether agreeable to OPTCL's terms or not[As per clause-28 of Section-II]	Yes/No
<mark>13</mark>	Whether recent type test certificates from any Government approved laboratory is uploaded or not. [As per clause-30[viii] of section-II]	Yes/No
<mark>14</mark>	Whether guaranteed technical particulars are uploaded or not	Yes/No
<mark>15</mark>	Whether dimensional design/drawings uploaded or not	<mark>Yes/No</mark>
<mark>16</mark>	Whether materials are ISI/ISO marked.	<mark>Yes/No</mark>
<mark>17</mark>	Manufacturer's name and its trademark	
<mark>18</mark>	Whether registered under GST Laws.	<mark>Yes/No</mark>
<mark>19</mark>	Whether declaration form, duly filled in, uploaded or not	Yes/No

ANNEXURE-III

SCHEDULE OF QUANTITY AND DELIVERY

(To be filled up by the tenderer)

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

Signature of Tenderer

With seal of Company

<mark>ANNEXURE-IV</mark>

(To be filled up by the tenderer as indicated in the excel sheet)

<mark>S1.No.</mark>	Description	To be filled by the bidder.
1	Price basis	F.O.R. Purchaser's destination Stores/site.(Taxable value including packing forwarding, Freight, Insurance, unloading)
2	HSN Code of the Item	
<mark>3</mark>	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). select from dropdown list	
<mark>5</mark>	Rate of CGST	
<mark>5</mark> 6	Rate of OGST.	
<mark>7</mark>	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.	
<mark>11</mark>	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)	

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

Place: Date: Signature of the Bidder with seal of the company.

ANNEXURE-V.

(To be filled up by the tenderer as indicated in the excel sheet)

NB:

 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.

ANNEXURE-VI

[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:.....

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..... 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) [indicate the name, Address & Code of the we the _____ [hereinafter referred to "Bank"] at bank] as the request of Ms/Shri...... [hereinafter referred to as "Bidder"] do hereby

- 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 invokable 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"

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

WI7	TNESS: (SIGNATURE WITH NAME AND ADDRESS)
<mark>(1)</mark>	
Sig1	nature
<mark>Ful</mark>	<mark>l name</mark>
<mark>(2)</mark>	
Sig1	nature
	<mark>l name</mark>
N.B	
1.	Name of the Bidder.:
2.	BG No & Date :
<mark>3.</mark>	Amount (In Rs.):
<mark>4.</mark>	Validity up to :
5.	E-NIT No
<mark>6.</mark>	Package/Works No
7.	Name, Address & Code of Issuing Bank:

T. S. NO. SR.G.M-CPC-E-TENDER-RELAYS-15/2023-24

.....

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 f	ield 7037 is	"OPTCL541555793")
<mark>S1.</mark>	PARTICULARS	TYPE	DETAILS
No			
1	Type of Bank Guarantee	Mandator	EMD
		<mark>y</mark>	
<mark>2</mark>	Currency & Amount	Mandator	
		<mark>y</mark>	
<mark>3</mark>	Validity Period(from—to -	Mandator	
	<mark>-)</mark>	y	
<mark>4</mark>	Effective Date	Mandator	
		y	
<mark>5</mark>	End date of lodgment of	Mandator	
	Claim .	y	
<mark>6</mark>	Place of lodgment of	Mandator	Bhubaneswar,
	<mark>claim</mark>	y	Branch Name
			of Bhubaneswar
			Branch code
			<mark>of Bhubaneswar</mark>
			Branch Address
			<mark>- at Bhubaneswar</mark>
<mark>7</mark>	Issuing Branch IFSC	Mandator	
	Code	y	
<mark>8</mark>	Issuing Branch name &	Mandator	
	address	<mark>y</mark>	
<mark>9</mark>	Name of applicant and	Mandator	
	<mark>its details</mark>	<mark>y</mark>	
<mark>10</mark>	Name of Beneficiary and	Mandator	
	<mark>its details</mark>	<mark>y</mark>	
<mark>11</mark>	Beneficiary's	<mark>Mandator</mark>	ICICI Bank Ltd

	Bank/Branch and IFSC	y	IFSC Code-
	Code		ICIC0000061
<mark>12</mark>	Beneficiary's	<mark>Mandator</mark>	<mark>ICICI Bank Ltd</mark>
	Bank/Branch name and	y	<mark>Bhubaneswar Main</mark>
	address		<mark>Branch,</mark>
			Bhubaneswar
<mark>13</mark>	Sender to receiver	Mandatory	
	information		
<mark>14</mark>	Purpose of Guarantee	<mark>Mandatory</mark>	EMD
<mark>15</mark>	Reference/Description of	Mandatory	NIT No
	the underlined		
	<mark>tender/contract</mark>		

ANNEXURE-VII

[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			Ba	nk at		, P.O			, Dist		,
State		and	Со	de No							

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).

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 invokable at our place of business at **Bhubaneswar** (indicate Name, Address & Code of the Branch at Bhubaneswar) in the State of Odisha.

" Notwithstanding anything contained herein"

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).

<mark>Date</mark>	d, theDay of					
For _	[Indicate name of Bank]					
Sign						
Full	Name					
Desi	anation					
Powe	r Of Attorney					
Date	d					
Naal	of the Deril					
Sear						
WIT]	NESS: (SIGNATURE WITH NAME AND ADDRESS)					
1.Sig	nature					
Fu	ll Name					
<mark>2. Si</mark>	gnature					
Fu	ll Name					
<mark>N.B.</mark>						
1.						
2.						
3.	Amount (In Rs.):					
4.	Validity up to :					
5.	LOA No					
<mark>6.</mark>	Package No					
7.	Name, Address & Code of Issuing Bank:					
<mark>8.</mark>	Name, Address & Code of Bhubaneswar	Branch	of	the		
	Bank:					
<u>10.</u>	The Bank Guarantee shall be accepted after gettin	g SFMS ad	vice a	s pe	1	
	nation					

Format for SFMS details (The Unique Identifier for field 7037 is "OPTCL541555793")

<mark>S1.</mark>	PARTICULARS	TYPE	DETAILS
<mark>No</mark>			
1	Type of Bank Guarantee	<mark>Mandatory</mark>	Contract Performance
<mark>2</mark>	Currency & Amount	<mark>Mandatory</mark>	
<mark>3</mark>	Validity Period(from—to)	<mark>Mandatory</mark>	
<mark>4</mark>	Effective Date	<mark>Mandatory</mark>	
<mark>5</mark>	End date of lodgment of	<mark>Mandatory</mark>	
	Claim .		
<mark>6</mark>	Place of lodgment of claim	Mandatory	Bhubaneswar,
			Branch Name of
			Bhubaneswar
			Branch code of
			Bhubaneswar
			Branch Address
			<mark>at Bhubaneswar</mark>
7	Issuing Branch IFSC Code	Mandatory	
<mark>8</mark>	Issuing Branch name &	Mandatory	
	address		
<mark>9</mark>	Name of applicant and its	Mandatory	
	<mark>details</mark>		
<mark>10</mark>	Name of Beneficiary and	Mandatory	
	its details		
11	Beneficiary's	Mandatory	ICICI Bank Ltd
	Bank/Branch and IFSC		IFSC Code-
	Code		ICIC0000061
<mark>12</mark>	Beneficiary's	Mandatory	ICICI Bank Ltd
	Bank/Branch name and		Bhubaneswar Main
	address		Branch,
			Bhubaneswar
<mark>13</mark>	Sender to receiver	Mandatory	
	information		
<mark>14</mark>	Purpose of Guarantee	Mandatory	Contract Performance
<mark>15</mark>	Reference/Description of	Mandatory	LOA No
	the underlined		

tender/contract		
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N.B. : 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

ANNEXURE-VIII

CHART SHOWING PARTICULARS OF EARNEST MONEY DEPOSIT FURNISHABLE BY TENDERERS

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

NB: - REFUND OF E.M.D.

- [a] In case of unsuccessful tenderers, the EMD will be refunded immediately after the tender is decided. In case of successful tenderer, this will be refunded only after furnishing of Composite Bank Guarantee referred to in clause No.19 of Section-II of this specification.
 Suits, if any, arising out of EMD shall be filed in a court of law to which the jurisdiction of High Court of ODISHA extends.
- [b] Earnest Money will be forfeited if the tenderer fails to accept the letter of intent/purchase order, issued in his favour or revises the bid price[s] within the validity period of Bid.

ANNEXURE-IX

DATA ON EXPERIENCE

- [a] Name of the manufacturer.
- [b] Standing of the firm as manufacturer of equipment quoted.
- [c] Description of equipment similar to that quoted [supplied and installed during the last two years with the name of the organizations to whom supply was made].
- [d] Details as to where installed etc.
- [e] Testing facilities at manufacturer's works.
- [f] If the manufacturer is having collaboration with another firm, details regarding the same and present status.
- [g] A list of purchase orders, executed during last three years.

[h] A list of similar equipment of specified MVA rating, voltage class, Impulse level, short circuit rating, Designed, manufactured, tested and commissioned which are in successful operation for at least two years from the date of commissioning with legible user's certificate. User's full complete postal address/fax/phone must be indicated. (Refer clause No.7 of the Part-I, Section-II of the specification).

Place:

Date:

Signature of tenderer Name, Designation, Seal

ANNEXURE-X

SCHEDULE OF SPARE PARTS FOR FIVE YEARS OF NORMAL OPERATION &

MAINTENANCE

SL.	Particulars	Quantity	Unit delivery	Total price
No			rate	

Place:

Date:

Signature of Tenderer

Name, Designation, Seal

ANNEXURE-XI

SCHEDULE OF INSTALLATIONS

	Place	of	Year of
	installation	and	<mark>commissionin</mark>
	complete	postal	g
	address		

Place: -

Date

Signature of Tenderer:

Name, Designation, Seal

ANNEXURE-XII

DEVIATION SCHEDULE.

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

A) Technical

(To be filled up by the tenderer as indicated in the excel sheet)

B) Commercial deviations.

(To be filled up by the tenderer as indicated in the excel sheet)

Place: -	
Date	Signature of Tenderer:
	Name, Designation, Seal

ANNEXURE – XIII

LITIGATION HISTORY

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

Place: -

Date Signature of Tenderer: Name, Designation, Seal

ANNEXURE-XIV

AFFIDAVIT OF BIDDER

(To be submitted in a non-judicial stamp paper of appropriate value)

BEFORE Sri/, Notary, At-.....

Affidavit

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 is found/ considered by the 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 contract/ 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-XV)

<u>Certificate of DPIIT</u> (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

SECTION-IV

TECHNICAL SPECIFICATION OF RELAYS

SPECIFICATION FOR PROTECTION IED.

A. General

The Numerical Relays in general shall comply with the following requirements:

1. All relays shall conform to the requirements of IS: 3231/IEC-60255/IEC 61000 or other applicable standards. Relays shall be suitable for flush or semi-flush mounting on the front with connections from the rear.

2. The offered relays shall be completely numerical.

- The communication protocol shall be as per IEC 61850.
- The test levels of EMI as indicated in IEC 61850 shall be applicable to these relays.
- Protection elements should be realised using software algorithm.
- Hardware based measurement shall not be acceptable.
- 3 The relay shall be provided with both 1A and 5A CT inputs and shall be selectable at site.
- 4. It shall be possible to energise the relay from either AC or DC auxiliary supply.
- 5. The offered relay shall have a comprehensive local MMI for interface. It shall have the following minimum elements so that the features of the relay can be accessed and setting changes can be done locally.
- At least 48 character alphanumeric backlit LCD display unit Fixed LEDs (for trip, Alarm, Relay available & Relay out of service) & programmable LEDs which can be assigned to Tactile keypad for browsing and setting the relay menu any protection function for local annunciation.
- 6. The minimum pickup voltage of relay for 220 V DC systems must be 176 V for binary input in order to prevent pick up during DC earth fault condition.
- 7. The relays supplied should be compatible to redundant communication architecture, shall be complied with the IEC 62439-3 standards of parallel redundancy protocol (PRP).
- 8. The relays provided should be complied with the international standards of NERC CIP/ BDEW for cyber security to provide protection against unauthorized disclosure, transfer, modification, or destruction of information and/or information systems, whether accidental or intentional.
- 9. All PCB used in relays should have harsh environmental coating as per standard IEC 60068 (HEC) to increase the particle repellency and thereby increasing the life of relay
- 10. The offered relays shall be completely numerical and **should comply to IEC 61850 protocol. The relay** must support following requirements for communication ports and protocols,
- The relays shall generate GOOSE messages as per IEC 61850 standards for interlocking and also to ensure interoperability with third party relays.
- The relay must have front RS232/USB/RJ45 port for local communication with the device
- The communication protocol shall be as per IEC 61850
- The relay should be compatible to redundant communication architecture and shall be complied with IEC 62439-3 standards of parallel redundancy protocol (PRP)
- The relays shall generate GOOSE messages as per IEC 61850 standards for interlocking and also to ensure interoperability with third party relays.
- Necessary user friendly configuration tool shall be provided to configure the relays. It should be compatible with SCL/SCD files generated by a third party system.

- GOOSE signals shall be freely configurable for any kind of signals using graphic tool/user friendly software.
- The offered relay must support at least 4 no's of 61850 clients
- The relay must support time synchronization through SNTP/IRIG B demodulated.
- The relays provided should be complied with the international standards of NERC CIP for cyber security to provide protection against unauthorized disclosure, transfer, modification, or destruction of information and/or information systems, whether accidental or intentional.
- The relay settings shall be provided with adequate password protection. The password of the relay should be of 4 character upper case text to provide security to setting parameter

11. The relays shall have the following tools for fault diagnostics

- Fault record The relay shall have the facility to store at least 5 last fault records with information on cause of trip, date, time, trip values of electrical parameters.
- Event record The relay shall have the facility to store at least 200 time stamped event records with 1ms resolution.
- Disturbance records The relay shall have capacity to store the waveforms for a minimum duration of at least 5 secs with settable pre and post fault duration times at a minimum sampling rate of 800 Hz or Higher.
- Except for differential protection the disturbance recorder must have capability to capture at least 8 analogue channels (IA, IB, IC, IN, VA, VB, VC, and VN) and 15 digital channels (start of protection element, trip of protection element, binary input, trip output etc) selectable at site.
- For differential protection relay, the disturbance recorder must have capability to capture at least 15 analogue channels and 30 digital channels.
- Necessary software shall be provided for retrieving and analyzing the records.
- 12. The relay settings shall be provided with adequate password protection. The password of the relay should be of 4 character upper case text to provide security to setting parameter
- 13. The relay shall have comprehensive self-diagnostic feature. This feature shall continuously monitor the healthiness of all the hardware and software elements of the relay. Any failure detected shall be annunciated through a output watchdog contact. The fault diagnosis information shall be displayed on the LCD and also through the communication port.
- 14. The Numerical Relays shall be provided with 1 Set of common support software compatible with both Windows 7 and higher which will allow easy settings of relays in addition to uploading of event, fault, disturbance records, measurements.
- The relay settings shall also be changed from local or remote using the same software.
- Additional functions can be added to relay by software upgradation and downloading this upgraded software to the relays by simple communication through PC.
- 15. All protective relays shall be in draw out or plug-in type/modular cases with proper testing facilities. Necessary test plugs/test handles shall be supplied loose and shall be included in contractor's scope of supply.
- 16. All AC operated relays shall be suitable for operation at 50 Hz. AC Voltage operated relays shall be suitable for 110 Volts VT secondary and current operated relays for 1 amp CT secondary. All DC operated relays and timers shall be designed for the DC voltage specified, and shall operate satisfactorily between 80% and 110% of rated voltage. Voltage operated relays shall have adequate thermal capacity for continuous operation.
- 17. The protective relays shall be suitable for efficient and reliable operation of the protection scheme described in the specification .Necessary auxiliary relays and timers required for interlocking schemes for multiplying of contacts suiting contact duties of protective relays and monitoring of control supplies and circuits, lockout relay monitoring circuits etc. also required for the complete protection schemes described in the specification shall be provided. All protective relays shall be provided with at least two pairs of potential free isolated output contacts. Auxiliary relays and timers shall have pairs of contacts as required to complete the scheme; contacts shall be silver faced with spring action. Relay case shall have adequate number of terminals for making potential free external connections to the relay coils and contacts, including spare contacts.

- 18. Timers shall be of solid state type. Time delay in terms of milliseconds obtained by the external capacitor resistor combination is not preferred and shall be avoided.
- a. No control relay, which shall trip the power circuit breaker when the relay is de-energised, shall be employed in the circuits.
- b. Provision shall be made for easy isolation of trip circuits of each relay for the purpose of testing and maintenance.
- c. Auxiliary seal-in-units provided on the protective relays shall preferably be of shunt reinforcement type.
- d. The setting ranges of the relays offered, if different from the ones specified shall also be acceptable if they meet the functional requirements.
- 19. Any alternative/additional protections or relays considered necessary for providing complete effective and reliable protection shall also be offered separately. The acceptance of this alternative/ additional equipment shall lie with the OPTCL
- 20. The relay must be able to continuously measure following parameters with a typical accuracy of \pm 1%.
- Current (0.05 to 3 In) +/- 1.5% of reading,
- Voltage (0.05 to 2 Vn) +/- 1.0% of reading
- Frequency (40 to 70 Hz) +/- 0.03 Hz
- Phase 0° to 360° +/- 5.0%
- Power (W) +/- 5.0% of reading at unity power factor
- Reactive power (VARS) +/- 5.0% of reading at zero power factor
- Apparent power (VA) +/- 5.0% of reading

(B) DISTANCE PROTECTION RELAY

- **a.** The IEC 60255-121 standard "Functional requirements for distance protection" published in March 2014, specifies the minimum requirements for functional and performance evaluation of distance protection relays, describes the tests to be performed and how to publish the test results. The relay should conform to above standard.
- **b.** The protection should be fully numerical and be based on a non-switched scheme.
- **c.** Provide protection for the transmission line from all types of faults-phase to earth faults as well as multiphase faults. The protection algorithm shall have dual redundant distance protection algorithms to detect all types of power system faults so as to arrive at a secure trip decision with correct phase selection and proper direction discrimination in the shortest possible time.
- **d.** The protection should have non-switched measurement, which implies processing of six possible fault loops (six –loop measurement)
- **e.** It should have polygonal characteristics with independently adjustable reactive and resistive reaches for maximum selectivity and maximum fault resistance coverage. The zones shall have independent settable earth fault compensation factors to cater to adjacent lines with different zero sequence to positive sequence ratios
 - **f.** Selection shall be so that the first zone of the relay can be set to about 80% 85% of the protected line without any risk of non-selective tripping.
 - **g.** The second and third zone elements shall provide back up protection in the event of the carrier protection or the first zone element failing to clear the fault, zone-2 shall cover full protected section plus 50 % of the next section, zone-3 shall normally cover the two adjacent sections completely.
 - **h.** It must have load encroachment features and must support blocking of the selected zones during heavy load condition.
 - **i.** It should have adequate number of forward zones (minimum three) and a reverse zone. The zone reach setting ranges shall be sufficient to cover line lengths appropriate to each zone. Carrier aided scheme options such as permissive under reach, over reach, & blocking and non-carrier aided schemes of zone 1 extension and Loss of load accelerated tripping schemes shall be available as standard. Weak in feed logic and current reversal guard also shall be

provided.

- **j.** In case the carrier channel fails, one out of the non-carrier based schemes cited above should come into operation automatically to ensure high speed and simultaneous opening of breakers at both ends of the line.
- **k.** In addition to the conventional impedance measuring algorithm the distance protection relay should have a separate measuring technique in the same hardware completely different to the conventional impedance measuring principal. Both the algorithms should run in parallel and should take trip decisions independently.
- **1.** Have a maximum operating time up to trip impulse to circuit breaker (complete protection time including applicable carrier and trip relay time) with CVT being used on the line :
- For SIR 0.01-4 : as 40ms at the nearest end and 60ms at the other end of line
- For SIR 4-15 : as 45ms at the nearest end and 65ms at the other end of line
- With carrier transmission time taken as 20ms.
- **m.** Have a secure directional response under all conditions, achieved by memory voltage polarizing and/or healthy phase voltage polarizing as appropriate.
- **n.** Shall have an independent Directional Earth Fault (DEF) protection element to detect highly resistive faults. This element shall have an inverse time/definite time characteristic with a possibility to configure the DEF as a channel-aided DEF or a channel-independent DEF
- **o.** Have logic to detect loss of single/two phase voltage input as well as three phase voltage loss during energisation and normal load conditions. The voltage circuit monitoring logic should in addition to blocking the distance protection element, enable an emergency overcurrent element to provide a standby protection to the feeder till the re-appearance of voltage signal.
- The VT fuse failure function shall function properly irrespective of the loading on the line. In other words the function shall not be inhibited during operation of line under very low load conditions.
- **p**. Have necessary logic to take care of switch-on-to-fault condition. Energisation of transformers at remote line ends and the accompanying inrush current shall not cause any instability to the operation of relay.
- ${\bf q.}\,$ The line protection IED should have power swing blocking feature, with facilities for :
 - i. fast detection of power swing
 - ii. selective blocking of zones
- iii. settable unblocking criteria for earth faults, phase faults and three phase faults.
- **r.** Also the Distance protection IED should have following features in built in it.
- suitable for single pole or three pole tripping.
- Shall have inbuilt CT supervision facility. A time-delayed alarm shall be issued if a CT open circuit is detected.
- Shall have inbuilt Trip circuit supervision facility to monitor both pre- and post close supervision facilities. An alarm shall be generated. Shall have inbuilt Circuit Breaker Failure protection based on undercurrent detection and/or circuit breaker auxiliary contact status and/or distance protection reset status. Provision shall be given to initiate the breaker fail logic using a digital input from external protection devices.
- Shall have inbuilt in broken conductor detection by measuring the ratio of I 2 & I1 . The sensitivity of the logic shall not be affected during operation under low load.
 - Shall have a fault locator with an accuracy of $\pm 3\%$. The display shall be in kilometers, miles or percentage impedance. The fault locator should have built in mutual compensation for parallel circuit.
 - **s.** Be capable of performing basic instrumentation functions and display various instantaneous parameters like Voltage, current, active power, reactive power etc. in primary values. Additionally all sequence current and voltage values shall be displayed on-line. Also the direction of power flow shall be displayed.
 - **t.** The relay shall have a built-in auto-reclose function with facilities for single pole / three pole / single and three pole tripping. It shall be possible to trigger the A/R function from

an external protection. A voltage check function which can be programmed for dead line charging/dead bus charging / check synchronising shall be included.

- **u.** Records containing discrete data on the last five faults shall be made available. In particular the fault resistance value shall be available for each record.
- **v.** Facility for developing customized logic schemes inside the relay based on Boolean logic gates and timers should be available. Facility for renaming the menu texts as required by operating staff at site should be provided.

w. The protection relay should have the following additional elements

- i. Under / Over voltage protection. The relay shall have two stages of voltage protections where each stage can be set as under/over voltage. The drop off/Pickup ratio can be set up to 99.5%.
- ii. The relay shall have built in Circuit Breaker Supervision Functions for Condition based Circuit Breaker Maintenance
- iii. The relay shall be able to detect any discrepancy found between NO & NC contacts of breaker
- iv. The relay shall monitor number of breaker trip operations
- v. The relay shall record the sum of the broken current quantity
- vi. The relay shall also monitor the breaker operating time
- vii. In all the above cases the relay shall generate an alarm if the value crosses the threshold value.

(C) NUMERICAL TRANSFORMER DIFFERENTIAL RELAY

a. General requirements for transformer protection scheme : The differential protection IED

- The offered relay must be suitable providing complete protection for 2 winding transformer, 3 winding transformer and auto transformer.
- <u>Category-A:</u> For 3 winding differential Protection, it must have 12 CT input, 3 for phase CT HV side, 3 for phase CT LV side, 3 for Phase CT TV side,1 for neutral CT HV, 1 for neutral CT LV, 1 for neutral CT TV.
- <u>Category-B</u>: For 2 winding differential protection, it must have 8 CT input, 3 for phase CT HV side, 3 for phase CT LV side, 1 Neutral CT HV side, 1 Neutral CT LV side.
- The relay must be suitable for providing low impedance REF protection for auto transformer.
- For 2 Winding transformer, 1 VT input and for 3 winding transformer 4 VT input are required.
- The protection function requirement for Transformer protection relays are as mentioned below,
- Differential protection (Low Impedance type with 3 slope characteristic)
- 2 elements of REF Protection for 2 winding transformer and must be selectable between Low Impedance and High impedance REF as per the site requirement's
- 3 elements of REF protection for 3 winding transformer and must be selectable between Low and High impedance REF
- REF protection for autotransformers.
- Backup Over current and Earth fault for each winding
- Thermal overload protection
- Over excitation protection
- Over and Under frequency protection
- CB Fail protection for each Winding (CT) input

- Shall be stable during magnetizing inrush and over fluxing conditions. Stabilization under inrush conditions shall be based on the presence of second harmonic components in the differential currents. The second harmonic blocking threshold shall be programmable one.
- Shall have facility to deactivate harmonic restraint and over fluxing restraint functions.
- Shall have saturation discriminator as an additional safeguard for stability under through fault conditions.
- The relay should be capable of detecting the CT saturation. Relay should use appropriate algorithm to detect light saturation condition.
- It shall be possible in the relay to individually set MVA rating of transformer per winding.
- Relay should have vector group and magnitude correction. Relay should have facility for filtering zero seq. current for stability of X-mer differential protection (87T) during through fault.
- Thermal overload protection as per IEC 60255.
- The relay shall have through fault monitoring element to monitor the HV, the LV or the TV winding to give the fault current level, the duration of the faulty condition, the date & time for each through fault.
- The relay shall have REF protection, be selectable separately for each winding and programmable as either high or low impedance. The REF function should be able to share CT's with the biased differential function. The REF protection provided should be suitable for auto transformer also.
- Shall have all output relays suitable for both signals and trip duties.
- Shall be stable during magnetizing inrush and over fluxing conditions. Stabilization under inrush conditions shall be based on the presence of second harmonic components in the differential currents. The second harmonic blocking threshold shall be programmable one.
- Shall have facility to deactivate harmonic restraint and over fluxing restraint functions.
- Shall have saturation discriminator as an additional safeguard for stability under through fault conditions.
- Shall have software for interposing current transformers for angle and ratio correction to take care of the angle & ratio correction.
- Shall have all output relays suitable for both signals and trip duties.
- Shall have transient bias to enhance the stability of differential element during external fault condition.
- The relay should have combined harmonic blocking and restraint features to provide maximum security during transformer magnetizing inrush conditions

b. Functional Description.

i. Differential Protection

- The relay shall be biased differential protection with triple slope tripping characteristics with faulty phase identification / indication . The range for the differential pick-up shall be from 0.1 to 2.5 pu. Its operating time shall not exceed 30 ms at 5 times rated current.
- The relay shall have adjustable bias slopes m1 from 0 % to 150 % and slope m2 from 15% to 150 % so as to provide maximum sensitivity for internal faults with high stability for through faults.
- The relay shall have an unrestrained highset element to back up the biased differential function and the setting range for it shall have a minimum setting of 5pu and a maximum setting of 30pu.
- The relay shall have the stability under inrush conditions . The ratio of the second harmonic component to the fundamental wave for the differential currents of the measuring system shall serve as the criterion.
- The device shall have reliable detection technique, preferably no gap detection technique to

ensure stability during inrush. Any type of time delay is not acceptable to differentiate inrush and fault condition.

• The relay shall provide restraint for over fluxing condition for the transformer by measuring the ratio of the fifth harmonic to the fundamental for the differential current if subjected to transient over fluxing. The fifth harmonic blocking feature should have variable percentage setting.

ii. Restricted Earthfault Protection (64 R)

This function should be provided to maximise the sensitivity of the protection of earthfaults. The REF function should be selected seperately for each winding and programmable as either high or low impedance. The REF function should be able to share CT's with the biased differential function. As in traditional REF protections, the function should respond only to the fundamental frequency component of the currents. The REF protection provided should be suitable for auto transformer also.

iii. Overfluxing Protection (99 GT)

The relay shall Over fluxing protection Volts/Hertz protection to the transformers protected. By pairs of v/f and t, it shall be possible to plot the overfluxing characteristics in the relay so that accurate adaptation of the power transformer Over fluxing characterisitics is ensured.

In addition the relay should have a definite time element for alarm. The reset ratio for Overfluxing Protection shall be 98%.

iv. Overload Protection.

Shall have thermal overload protection for alarm and trip condition with continuously adjustable setting range of 10-400% of rated current

v. Overcurrent Protection (50,51)

The relay shall have three stages of definite time overcurrent protection as backup operating with separate measuring systems for the evaluation of the three phase currents ,the negative sequence current and the residual current.

In addition the relay shall have three stages of Inverse time overcurrent protection operating on the basis of one measuring system each for the three phase currents ,the negative sequence current and the residual current.

vi. Over / Under frequency

The relay shall have four stages of frequency protections where eah stage can be set as under/over frequence, under/over frequence with df/dt

vii. Over / Under Voltage

The relay shall have two stages of voltage protections where each stage can be set as under/over voltage. The adjustable drop off/Pickup ratio better than 97% should be available.

viii. Local Breaker Back up protection:

The relay shall in built LBB protection to detect the failure in the local breaker using the undercurrent criteria and trip the upstream breaker.

(D) FEEDER MANAGEMENT RELAY

Protection and Control function requirements for feeder Management Relay.

- The Relay provides the following current based protection functions:
- Phase/Neutral/Ground instantaneous overcurrent
- Phase/neutral/ground time overcurrent
- Negative sequence Timed overcurrent
- Phase/neutral directional overcurrent
- Restricted Ground Fault (87REF)
- Breaker Failure (50BF)
- Thermal Model (49)
- Cold Load Pickup (CLP)
- The Relay provides the following voltage based functions:

- Phase Over and Under Voltage
- Neutral Over Voltage
- Directional Power
- Forward Power
- The Relay provides the following control functions:
- o 4 Shot Auto Reclose (79)
- VT Fuse failure (VTFF)
- Over/Under Frequency (810/81U)
- Rate of change of Frequency (81df/dt)
- o Synchrocheck (25)
- Breaker Failure (50BF)
- At least 5 user configurable commands for local and remote (Remote through SCADA on MMS)
- Configurable one line diagram for the substation bay
- The relay should have 2 switchable setting groups for dynamic reconfiguration of the protection elements due to changed conditions
- Programmable LOGIC
- Relay supports user defined logic to build control schemes supporting logic gates, timers, nonvolatile latches.
- The Relay configuration tool has an embedded graphical user interface to build programmable logic.

FRONT-PANEL VISUALIZATION

- The front panel includes user-programmable LEDs and pushbuttons and navigation keys.
- For bay information that includes user programmable screens for:
- One line diagram displaying/mimic displaying
- o Switchgear operation
- Access to metering information
- Alarm panel display.
- o I/O status display.
- Relay settings

(E) NUMERICAL BACKUP RELAYS (Current Protection).

• The offered numerical relays must be suitable for providing backup protection for all transmission lines, power transformer, auto transformer and ICTs.

The combined overcurrent and earth-fault relay is connected to the current transformers of the object to be protected. The overcurrent unit and the earth-fault unit continuously measure the phase currents and the neutral current of the object. On detection of a fault, the relay will start, trip the circuit breaker, provide alarms, record fault data, etc., in accordance with the application and the configured relay functions.

FUNCTIONAL DESCRIPTION;

i) Three-Phase Overcurrent (50/51) & Earth Overcurrent (50N/51N)

Three independent stages are available either for phase and earth fault protection. For the first and second stage the user may independently select definite time delay (DTOC) or inverse time delay (IDMT) with different type of curves (IEC, IEEE/ANSI, IS 3231:1987).

ii)Three-Phase & Earth-Fault Directional Overcurrent (67/67N)

Each of the three-phase overcurrent stages & earth fault stages can be independently configured as directional protection and with specific characteristic angle (RCA) and boundaries as per IEC, IEEE/ANSI,IS. The phase fault directional elements should be internally polarised by quadrature phase to phase voltages. A synchronous polarising

function or any other suitable algorithm may be provided to ensure a correct operation of the overcurrent elements for close-up three phase faults where the collapse of the polarising line voltages occurs.

iii)Under / Over Voltage (27/59)

Independent under-voltage stage and two or more over-voltage stages may be provided. They should be definite time elements. Each stage can be configured to operate from either phase-neutral or phase-phase voltages. The drop off to pick up ratio should be \geq 99.5% for over voltage protection.

iv)Under / Over Frequency (81U/O)

Time delayed under and over frequency protection on the fundamental form of frequency protection is to be provided When the frequency measured is crossed 6 predefined thresholds, the relays should generate a start signal and after a user settable time delay, a trip signal.

v)Circuit Breaker Failure Protection (50BF)

The circuit breaker failure verifies the effective opening of the CB by a dedicated undercurrent threshold. The circuit breaker failure function can be activated by trip of a generic protection or/and external command by the relevant digital input. The circuit breaker failure protection can be used for tripping upstream circuit breakers too.

F. For numerical relays, the scope shall include the following:

- 1. Necessary software and hardware to up/down load the data to/from the relay from/to the personal computer installed in the substation. However, the supply of PC is not covered under this clause.
- 2. The relay shall have suitable communication facility for connectivity to SCADA.
- 3. IED should be IEC 61850 compliant.
- 4. IED should support PRP (Parallel Redundancy Protocol)
- 5. In case of line protection and transformer/reactor protection, the features like fault recorder and event logging function as available including available as optional feature in these relays shall be supplied and activated at no extra cost to the owner. Also necessary software/ hardware for automatic uploading to station HMI/DR work station (as applicable) shall be supplied.

E. Technical Particulars of IED

 1. Standards and regulations:

 IEEE/IEC/ANSI/CE/IS
 IS: 3231/IEC-60255/IEC 61000

Nominal Frequency fN 50 Hz Nominal Current 1A/5A 0.05VAat IN=1A, 0.3VAat IN=5A Power Consumption Current Overload Capability per Current 100* IN for 1Sec. Input thermal (rms) 30*IN for 10Sec 4*IN continuous Dynamic (pulse Current) 1250A (half cycle) Nominal Voltage Ph-Ph rms (VN) 110V Operating range Ph-Ph rms 0-200V Continuous 2*VN 10 seconds 2.6*VN

2. Analogue Inputs and Outputs

3. Auxiliary voltage

Nominal Range	Operative Range
220V dc	180-300Vdc
Power Consumption dc	< 50W
Ripple superimposed AC Voltage	≤ 15% auxiliary nominal voltage.
230VAC	90-270VAC
Power Input AC	< 30VA

4. Input / output modules

Binary inputs	
a) number of	a) Minimum 6 Nos for Backup relays.
input	b) Minimum16 Nos for feeder management relays
-	c) Minimum 12/04 Nos for Transformer Differential Relays
	(Category-A/B).
	d) Minimum 24/12Nos for Distance Protection Relays
	(Category-A/B)
b) voltage range	240V ±20%
c) power	< 0.4W
consumption	
Output contacts	
a) number of	a) Minimum 8 Nos for Backup relays.
output contact	b) Minimum 12 Nos for feeder management relays
	c) Minimum 12/08 Nos for Transformer Differential Relays
	(Category-A/B).
	d) Minimum 32/16 Nos for Distance Protection Relays(Category-A/B)
b) Nominal	240V DC ±20
Voltage	
c) permissibl	Make & carry 30A for 0.2sec. ANSI C37.90
e current	Continuous; 5A

5. **LED**

J. LED	
LED	
displays:	
	2.0 Relay Healthy
Status LED	3.0 Relay Start
	4.0 Relay Trip
	Configurable LED for indication.
Alarm	Minimum 8Nos for Backup relays.
Indication	Minimum 8 Nos for feeder management relays
	Minimum 8 Nos for Transformer Differential Relays.
	Minimum 14Nos for Distance Protection Relays.

6. Protection Function

DISTANCE PROTECTION RELAY

21P	Distance protection 21			
21G	Distance protection zones (PDIS)			
25	Synchocheck			
27/59	Under/Over Voltage (2 stage over voltages)			
46	Negative Phase Sequence			

46BC	Broken Conductor				
50/51,50N/51N	Instantaneous/Time overcurrent.				
50BF	Breaker failure				
67/67N	Direction Over current				
79	Auto Reclose				
81	Frequency Function.				
FL	Fault Locator				
DR	Disturbance Recorder				
EL	Event Log.				
MES.	Measurement.				
CTS	CT Supervision				
VTS	VT Supervision				
TCS	Trip Ckt Super vision				
TRANSFORMER DIFFERENTIAL RELAY					
24	Over-excitation.				
27/59	Under/Over Voltage				
49	Thermal Overload				
46	Negative Phase Sequence				
50/51,50N/51N	Instantaneous/Time overcurrent.				
50BF	Breaker failure				
87G	Restricted Earth fault.				
014					
87	Differential Protection.				
81	Frequency Function.				
FL	Fault Locator				
DR	Disturbance Recorder				
EL	Event Log.				
MES.	Measurement.				
CTS	CT Supervision				
VTS	VT Supervision				
TCS	Trip Ckt Super vision				
	S(CURRENT PROTECTION)				
50	Instantaneous phase overcurrent protection				
51/67	Four step phase overcurrent protection				
50N	Instantaneous residual overcurrent protection				
51N/67N	Four step residual overcurrent protection				
50BF	Breaker failure protection (RBR				
81	Under frequency				
59	Over Voltage				
FEEDER MANGE	MENT RELAY				
50	Instantaneous phase overcurrent protection				
51/67	Four step phase overcurrent protection				
50N	Instantaneous residual overcurrent protection				
51N/67N	Four step residual overcurrent protection				
27 / 59	Under Over Voltage				
50BF	Breaker failure protection				
81U	Under frequency				
81R	df/dt				
25	Check synchronise				
32	Power Protection				
79	Multi shot Auto Recloser				
Control	Switchgear Control Capability.				

7. Secondary Supervision & Communication

Secondary system supervision				
	Current circuit	supervision		
	Fuse failure supervision			
Monitoring	· · · · ·			
~	Measurements			
	Event counter			
	Disturbance report			
	Fault locator			
Communication				
IEC61850-8-1 C		Communication		
	IEC60870-5-103	3 communication protocol		
	Single command, 16 signals			
	Multiple command and transmit.			
	PRP compliant.			
a)Synchronization				
facility with GPS	IRIG-B/SNTP			
Cloak				
b)Front port	RS 232/Ethernet/USB			
communication				
c)Rear port	FO and RJ45 pc	ort for IEC 61850-8-1		
d)Optional port	RS232/485			
Process Bus Interfa	Lace IEC 61850-9-	2LE		
	If asked.			
8. Mechanical desi	gn			
a) type of mour		Rack or panel mounting		
b) degree of pro	0	IP52 & above		
iii. permissible me		•Vibration		
during operation		IEC 60255-21-1:1996		
b. permissible mechanical stress		Response Class 2		
during transport		Endurance Class 2		
Impedance starter		•Shock and bump		
•		IEC 60255-21-2:1995		
		Shock response Class 2		
		Shock withstand Class 1		
		•Seismic		
		IEC 60255-21-3:1995 Class 2		

9. Insulation test:

	As per IEC 60255-5:1977
1. high voltage test on all circuits	2KV for 1 min
except auxiliary voltage	
2. high voltage test on voltage	2KV for 1 min
circuit only	
3. impulse voltage test on all	5KV peak,1.2/50 micro s ,0.5
circuits	

10. Noise immunity test a) high frequency IEC 60255-22-1:1988 Class III b) At 1MHz, for 2s with 200 Source Impedance: 2.5kV peak between independent circuits and independent circuits and case earth. 1.0kV peak across terminals of the same circuit. Electrostatic discharge electrostatic discharge c) IEC 60255-22-2:1996 Class 4 15kV discharge in air to user interface, display and exposed metal work. IEC 60255-22-2:1996 Class 3 8kV discharge in air to all communication ports.6kV point contact discharge to any part of the front of the product. C37.90.2:1995 radio frequency d) electromagnetic field, non 25MHz to 1000MHz,zero and modulated 100%square wave modulated. radio frequency Field strength of 35V/m. e) electromagnetic field, amplitude modulated f) power frequency magnetic field radio frequency g) electromagnetic field, pulse modulated fast transient IEC 60255-22-4 :1992 Class IV h) 4kV.2.5kHz applied directly to auxiliary supply 4kV,2.5kHz applied to all inputs. IEC 61000-4-6:1996 Level 3 conducted disturbance i) induced by radio frequency field, 10V,150kHz to 80MHz at 1kHz amplitude modulated 80%am Interference emission test 89/336/EEC EN50081-2:1994 a. radio interference voltage b. radio interference field strength EN50082-2:1995 11. Climate stress test permissible -25 °C to +55 °C i) ambient temperature during operation ii) permissible ambient $|-25 \degree C$ to $+55 \degree C$ temperature during storage permissible ambient -25 °C to +70 °C iii) temperature during transport permissible humidity 56 days at 93%RH and +40 °C iv)