



ODISHA POWER TRANSMISSION CORPORATION LIMITED

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

TENDER SPECIFICATION NO. SR.G.M -CPC-NIFPES-RETROFIT-27/2020-21

TOWARDS

**DESIGN, MANUFACTURE, SUPPLY, ERECTION & RETROFITTING
(INCLUDING CIVIL WORK, FABRICATION, FILTRATION OF THE DRAINED
OIL ETC.), TESTING AND COMMISSIONING OF NITROGEN INJECTION
TYPE FIRE PREVENTION & EXTINGUISHING SYSTEM(NIFPES) IN 10
NOS. 315MVA, 400/220kV ICT & 43 NOS. 160MVA, 220/132kV AUTO
TRANSFORMERS**



ODISHA POWER TRANSMISSION CORPORATION LIMITED
Janpath, Bhubaneswar-751022, Odisha.
e-NOTICE INVITING TENDER NO. – CPC-27/2020-21

For & on behalf of Odisha Power Transmission Corporation Limited (OPTCL), Senior General Manager(C.P.C) invites tenders from reputed manufacturers under two part bidding system for Design, Manufacture, Supply, Erection & Retrofitting(Including Civil Work, fabrication, filtration of the drained oil etc.), Testing And Commissioning of nitrogen injection type fire prevention & extinguishing system(NIFPES) in 10 nos. 315MVA, 400/220kV ICT & 43 nos. 160MVA, 220/132kV Auto Transformers.

Tender Specification No.	Description	Details of Transformer & Quantity	Last Date & Time of Submission of Bid.	Date & Time of Opening of Techno-commercial Bid
SR.G.M -CPC- NIFPES- RETROFIT- 27/2020-21	Design, Manufacture, Supply, Erection & Retrofitting(Including Civil Work, fabrication, filtration of the drained oil etc.), Testing And Commissioning of nitrogen injection type fire prevention & extinguishing system(NIFPES) in Transformers	i) 315MVA, 400/220kV ICT-10 Nos. ii) 160MVA, 220/132kV Auto Transformers-43 Nos.	Up to Dt.29.04.2021 - up to 13:00 Hrs (IST)	On/After Dt.30.04.2021, 15.00 Hrs (IST)

The interested bidders would be required to enroll themselves on the tender portal www.tenderwizard.com/OPTCL. Complete set of bidding documents are available at www.tenderwizard.com/OPTCL from **Dt.02.04.2021 at 10 AM to Dt.29.04.2021 at 10.00 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 addendums / corrigendum to the tender shall be hosted in the www.tenderwizard.com/OPTCL only.

CHIEF GENERAL MANAGER [C.P.C.]

NOTICE INVITING TENDER
ODISHA POWER TRANSMISSION CORPORATION LTD.,
REGD. OFFICE: JANPATH, BHUBANESWAR – 751 022,
ODISHA, INDIA.
e-NOTICE INVITING TENDER NO. – CPC-27/2020-21

For and on behalf of the ODISHA POWER TRANSMISSION CORPORATION LTD., the undersigned invites tenders from reputed manufacturers under two part bidding system for Design, Manufacture, Supply, Erection & Retrofitting(Including Civil Work, fabrication, filtration of the drained oil etc.), Testing And Commissioning of nitrogen injection type fire prevention & extinguishing system(NIFPES) in 10 nos. 315MVA, 400/220kV ICT & 43 nos. 160MVA, 220/132kV Auto Transformers in e- tendering mode only as per the following details. The interested bidders may participate in any or all lots as per their eligibility.

Tender Specification No.	Description	Details of Transformer & Quantity	Earnest Money Deposit (In Lacs.)	Cost of Tender Spec. document	Tender Processing fee.	Last date of submission of tender	Date of opening of tender
SR.G.M - CPC- NIFPES- RETROFIT- 27/2020- 21	Design, Manufacture , Supply, Erection & Retrofitting(Including Civil Work, fabrication, filtration of the drained oil etc.), Testing And Commissioning of nitrogen injection type fire prevention & extinguishing system(NIFPES)	1) 315MVA, 400/220k V ICT-10 Nos. 2) 160MVA, 220/132k V Auto Transformers-43 Nos.	13.43(Rupees Thirteen lakh Forty Three Thousand only)	Rs. 25,000+ 12% GST = Rs 28,000/- (Rupees Twenty Eighty Thousand only)	Rs 5,000/ + GST@ 18% (Rs 5,900/-)	Up to Dt.29.04.20 21 - up to 13:00 Hrs (IST)	On/After Dt.30.04.20 21, 15.00 Hrs (IST)

1. The bidders who want to submit bid(s), shall have to pay the tender cost (non-refundable) for amount as indicated above(including GST @ 12%) for each lot in the form of Demand draft only, drawn in favour of the D.D.O Head quarters, OPTCL, Bhubaneswar.
2. The bidders shall also have to pay a non-refundable amount of Rs.5900/- (Rupees Five thousand Nine Hundred only inclusive of GST @ 18%) towards tender processing fee for each lot, to “**K.S.E.D.C.Ltd, Bangalore**”, in **e-payment mode**. The e-payment of above amount is to be made to enable the bidder to download the tender documents in electronics mode.

3. The bidders are required to submit the EMD, tender processing fee, tender cost etc. on or before the scheduled date & time of opening of Technical Bid.
4. The bidders shall scan the Demand Draft / Bank guarantee, towards EMD, Tender Cost & Tender processing fee and upload the same in the prescribed form in .gif or .jpg format in addition to sending the original as stated above.
5. 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".
6. Any clarifications regarding the scope of work and technical features can be had from the undersigned during office hours.
7. The prospective bidders are requested to give a detailed presentation of their product on Dt. 08.04.2021 & 09.04.2021 at CPC conference Hall, OPTCL, Bhubaneswar in presence of OPTCL officials.

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

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

**CHIEF GENERAL MANAGER,
CENTRALPROCUREMENT CELL**

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

FAX: 0674 - 2542964

TELEPHONE: 0674 - 2541801

TENDER SPECIFICATION NO. SR.G.M -CPC- NIFPES-RETROFIT-27/2020-21

CONTAINING

PART-I

SECTION - I: INSTRUCTIONS TO TENDERERS.

SECTION - II: GENERAL TERMS & CONDITIONS OF CONTRACT.

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

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COMMERCIAL SPECIFICATION
PART-I
SECTION-I
INSTRUCTION TO TENDERER

1. Submission of Bids: -

The bidder shall submit the bid in Electronic Mode only i.e www.tenderwizard.com/OPTCL. The bidder must ensure that the bids are received in the specified website of the OPTCL by the date and time indicated in the Tender notice. Bids submitted by telex/telegram will not be accepted. No request to collect the Bids in physical form will be entertained by the OPTCL. The OPTCL reserves the right to reject any bid, which is not submitted according to the instruction, stipulated above. The participants to the tender should be registered under GST Laws.

1. For all the users it is mandatory to procure the Digital Signatures.
2. Contractors / Vendors / Bidders / Bidders are requested to follow the below steps for Registration:
 - a. Click "Register", fill the online registration form.
 - b. Pay the amount of Rs. 2360/- through e-payment in Favour of KSEDC Ltd. Payable at Bangalore. This registration is valid for one year.
 - c. Send the acknowledgment copy for verification.
 - d. As soon as the verification is being done the e-tender user id will be enabled.
3. After viewing Tender Notification, if bidder intends to participate in tender, he has to use his e-tendering User Id and Password which has been received after registration and acquisition of DSCs.
4. If any Bidder wants to participate in the tender he will have to follow the instructions given below:
 - a. Insert the PKI (which consist of your Digital Signature Certificate) in your System. (Note: Make sure that necessary software of PKI be installed in your system).
 - b. Click / Double Click to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer).
 - c. Go to Start > Programs > Internet Explorer.
 - d. Type www.tenderwizard.com/OPTCL in the address bar, to access the Login Screen.
 - e. Enter e-tender User Id and Password, click on "Go".
 - f. Click on "Click here to login" for selecting the Digital Signature Certificate.
 - g. Select the Certificate and enter DSC Password.
 - h. Re-enter the e-Procurement User Id Password
5. To make a request for Tender Document, Bidders will have to follow below mentioned steps.
 - Click "Un Applied" to view / apply for new tenders.
 - Click on Request icon for online request.
 - Enter the required fields including details of D.D for tender Processing fee.
6. After making the request Bidders will receive the Bid Documents which can be checked and downloaded by following the steps mentioned below:
 - Click to view the tender documents which are received by the user.
 - Tender document screen appears.
 - Click "Click here to download" to download the documents.
7. After completing all the formalities Bidders will have to submit the tender and they must take care of following instructions.

- Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not.
- Note down / take a print of bid control number once it displayed on the screen
- 8. Tender Opening event can be viewed online.
- 9. Competitors bid sheets are available in the website for all.
- 10. For any e-tendering assistant contact help desk number mentioned below.
 - Bangalore – 080- 40482000.
 - Bhubaneswar - 09937040591

2. Division of Specification.

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

Part-I Consists of

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

Part-II Consists of

- [i] Abstract of price components as per Annexure-V
- [ii] Schedule of prices as per Annexure-VI

3. Tenders shall be in Two Parts

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

4. Opening of Bids.

- [a] The part-I shall be opened on the date and time fixed by the OPTCL. Bids will be opened in Electronic mode in presence of the Tenderers or their authorized representatives [limited to one person only] on the due date of opening of tender. After scrutiny of the technical particulars and other commercial terms, clarifications, if required, shall be sought for from the bidders. The Tenderers shall be allowed 10 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 10 days from the date of such discussion or within time frame mutually agreed, whichever is earlier.
- [c] When the revised price proposals are received, only the revised technical and price proposals will be considered for bid evaluation. The price bids [Part-II] of such of the Tenderers, whose tenders have been found to be technically and commercially acceptable, including those supplementary revised price bids, submitted subsequently, shall be opened in the presence of the bidder’s representative on a date and time which will be intimated to all technically and commercially acceptable Tenderers.
- [d] The bidders are required to furnish sufficient information to the Purchaser to establish their qualification, capacity to manufacture and/or supply the materials/perform the work.

Such information shall include details of bidder's experience, its financial, managerial and technical capabilities.

- [e] The bidders are also required to furnish details of availability of appropriate technical staff and capability to perform after sales services. The above information shall be considered during scrutiny and evaluation of bids and any bid which does not satisfactorily meet these requirements, shall not be considered for price bid evaluation.
- [f] The price bids of the technically and otherwise acceptable bids shall only be evaluated as per the norms applicable in terms of this Specification.
- [g] Tenderers are requested to go through our Technical requirements thoroughly and carefully and it may be noted that furnishing of all information, as required in the enclosed Annexure is mandatory. In case, any of the annexure, duly filled in, is not found furnished, as required in the enclosed annexure, the Tender will be treated as incomplete and will be liable for rejection without any correspondence by the purchaser.

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

The Purchaser may alter the quantities of materials/equipment at the time of placing orders. Initially the purchaser may place orders for lesser quantity with full freedom to place extension orders for further quantity under similar terms and conditions of the original orders. The Purchaser may, at its discretion increase or decrease the quantity of Transformer as per above tender. In case of increase in quantity, the successful bidder(s) shall be asked to furnish their willingness.

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

6.Procedure and opening time of tenders.

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

7. Bidder's Liberty to deviate from Specification.

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

8. Eligibility for submission of bids.

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

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

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

10. Mode of submission of Tenders.

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

[B] Tenders submitted through **Telegraphic, FAX or any other mode except above,** shall not be accepted under any circumstances.

11. Earnest money deposit:

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

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

- (a) **Cash:-** Payable to drawing & disbursing Officer, OPTCL (Hd.qrs. Office), Bhubaneswar - 751022
- (b) **Bank Draft:** -To be drawn in favour of Drawing & Disbursing Officer, OPTCL [H.Qrs.Office], Bhubaneswar-751 022.
- (c) Bank Guarantee from any Nationalized/Scheduled Bank strictly as per enclosed proforma vide **Annexure-VII** to be executed on non-judicial stamp paper worth Rs.100.00 or as applicable, as per prevailing laws in force and also to be accompanied by the confirmation letter of the issuing Bank Branch.
- (d) National saving certificate duly pledged in favour of Senior General Manager [Central Procurement Cell] OPTCL [H.Qrs.Office], Bhubaneswar-751 022.

NOTE:

- i) The validity of the EMD in the form of Bank Guarantee shall be at least for 240(Two Hundred Forty) days from the date of opening of tender failing which the tender will be liable for rejection.
- ii) No interest shall be paid on the Earnest Money Deposit.
- iii) E.M.D. in shape of cash may be submitted up to Rs. 25,000/- (Rupees Twenty-five Thousand) only. Above Rs. 25,000/- (Rupees Twenty-five thousand) the Earnest Money Deposit shall be furnished in any one of the forms indicated above (i.e. Through Bank Draft, Bank Guarantee/ National Savings Certificate).
- iv) No adjustment towards EMD shall be permitted against any outstanding amount with the **ODISHA POWER TRANSMISSION CORPORATION LTD.**
- v) The chart showing particulars of EMD to be furnished by Tenderers of different categories is placed at **Annexure-X.**
- vi) In case of Unsuccessful Bidders, the EMD BG will be returned in two phases i.e. after disqualification of a bidder in Techno-Commercial Evaluation and after award of contract. In case of Successful bidder, the EMD BG shall be returned only after submission & approval of Composite Bank Guarantee referred to in clause No.19 of Section-II of this specification. The successful bidder shall have to keep the EMD BG valid till the approval of Composite Bank Guarantee.
- 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.

- viii) 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.
- ix) Tenders not accompanied by Earnest Money shall be disqualified.
- x) The non judicial stamp papers in which the EMD BG is executed, should be purchased in the name of issuing bank only & not in the name of the bidder.

12. Validity of the Bids: -

The tenders should be kept valid for a period of 180(One Hundred Eighty) days from the date of opening of the tender, failing which the tender will be rejected.

13. BID PRICE: -

- A) i) Prices quoted shall be **FIRM** Unit Price(Taxable Value at Destination) for Supply of NIFPES with all accessories, Retrofitting Including Civil Work, Testing, Commissioning as per Specification and the quotations should be based on price, inclusive of packing, forwarding, freight, GST & other local taxes, handling charges (including unloading and part-wise stacking) at the Destination stores/site and insurance to cover the transport by road from the bidder's works to site/stores.
- ii) It is the responsibility of the bidder to inform himself of the correct rates of duties and taxes, leviable on the material at the time of bidding.
- iii) If the rates of statutory levies, assumed by the Bidder are less than the correct rates, prevailing at the time of tendering, the OPTCL shall not be responsible for such errors. If the rates of statutory levies, assumed by the Bidder are later proved to be higher than the actual/correct rates, prevailing at the time of tendering, the difference shall be passed on to the credit of the OPTCL. If the rates of statutory levies, assumed by the bidder increase due to increase in turnover, the increase shall be borne by the Bidder.
- iv) In case, the bidder is exempted from paying GST, such bidder shall invariably enclose a copy of certificate of exemption from Goods & Services Tax. Offers with exemption from Goods and Services Tax shall be accompanied with authenticated proof of such exemption. Authenticated proof for this clause shall mean attested Photostat copy of exemption certificate. Any claim towards Goods and Services Tax shall be paid on actual basis subject to production of authenticated documentary evidence.
- v) The benefit of Input Tax credit, available to the bidder on the purchase of inputs (raw materials), consequent to the introduction of GST shall be taken in to account, while quoting the prices.

14. Revision of tender price by Bidders: -

- [a] After opening of tenders and within the validity of period, no reduction or enhancement in price will be entertained. If there is any change in price, the tender shall stand rejected and the EMD, deposited shall be forfeited. In case of bidders who are exempted from depositing EMD and who revise their price within the validity period, the bids for similar items against subsequent tender call notice of OPTCL may not be considered.
- [b] After opening of price bid if the validity period is not sufficient to place purchase order, the tenderer may be asked by the purchaser to extend the validity period of the bid under the same terms and condition as per the original tender.

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

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

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

16. Documents to Accompany Bids.

Tenderers are required to submit tenders in the following manner:

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

- [i] Declaration Form. **[As per Annexure-I]**
- [ii] Earnest Money/ documents in support of exemption from earnest Money Deposit if any. **[As per Annexure-VII]**
- [iii] Technical specification and Guaranteed Technical Particulars, conforming to the Purchaser's Specification along with drawings, literatures and all other required Annexures, duly filled in.
- [iv] Photostat copies of type test certificates, as stipulated in the Technical Specification.
- [v] Abstract of Terms & conditions in prescribed proforma as per **Annexure-II.**
- [vi] General Terms & Conditions of supply offer as per Section-II of the Specification.
- [vii] List of orders executed, indicating the customer's name, Purchase Order No. & Date, date of supply and date of commissioning etc.
- [viii] Data on past experience as per **Clause-7 of Section-II** of the Specification.
- [ix] Rating under Goods & Services Tax, GST Registration Certificate. The permanent account number [PAN] of the firm is required under Income tax Act.
- [x] Notarized copies of Audited Balance sheet & profit loss accounts of the bidder for past 5 (Five) years.
- [xi] Schedule of quantity and delivery in the prescribed Proforma vide **Annexure-IV.**
- [xii] List of Orders in hand to be executed.
- (xiii) Check list for qualifying requirements as per **Annexure-III.**
- (xiv) Other Annexures as per Section-III of this specification.
- (xv) Abstract of Price components as per **Annexure-V.**
- (xvi) Bidders are advised to number all pages of their Tender documents along with the Annexures and submit (upload) the tender as well as they will mention "List of contents "in a separate document and clearly indicating description of the documents and page numbers, failing which their Tender(s) is/are liable for outright rejection.

The documents such as copies of purchase orders, User certificates, performance certificates, audit reports, balance sheets, Tax clearance certificates, type test reports, which are issued by external agencies in the favour of the tenderer, will be submitted, failing which these documents may not be considered for evaluation.

Part-II Bid shall accompany with the following documents

- [i] Schedule of prices in the prescribed proforma.

17. Conditional Offer

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

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

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

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

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

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

Important:

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

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

a) Hotel Accommodation:

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

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

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

b) Journey of the inspecting officer:

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

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

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

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

c) Local Conveyance:

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

d) Following points are also to be considered:

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

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

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

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

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

20. General: -

(i) In the event of discrepancy or arithmetical error in the schedule of price, the decision of the purchaser shall be final and binding on the Tenderer.

(ii) For evaluation, the price mentioned in words shall be taken if there is any difference in figures and words in the price bid.

(iii) Notice inviting tender shall form part of this specification.

(iv) The price bids of the techno-commercially and otherwise acceptable bids shall only be evaluated. The price bids of the others along with the EMD, if any, shall be returned to the bidders.

(v) Tenderer can offer any lot or all the lots of the tender, if there are more than one lot. But the tender (bid) must be furnished separately for each lot. For each lot, the tenderer has to submit PART-I & PART-II of the bids separately.

(vi) It should be distinctly understood that the part-II of the bid shall contain only details/documents relating to price, as outlined in clause-16 mentioned herein above. Inclusion of any of the documents/information etc. shall render the bid liable for rejection.

(vii) The tenderer must submit the EMD amount, cost of tender document and documents towards e-payment of Tender processing fee, copy of GST registration number in a sealed cover envelope superscribing the tender specification number, Tender Notice No & Date opening of tender clearly on the cover envelope. The said envelope is to be submitted in the office of the purchaser on or before the scheduled date and time of opening of techno-commercial bid.

21. Litigation/Arbitration

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

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

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

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

1. Scope of the contract:

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

2.0 Definition of terms:

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

- 2.1 "The Purchaser" shall mean the Senior General Manager [Central Procurement Cell] for and on behalf of ODISHA POWER TRANSMISSION CORPORATION LIMITED, Bhubaneswar.
- 2.2 "The Engineer" shall mean the Engineer appointed by the Purchaser for the purpose of this contract.
- 2.3 "Purchaser's Representative" shall mean any person or persons or consulting firm appointed and remunerated by the Purchaser to supervise, inspect, test and examine workmanship and materials of the equipment to be supplied.
- 2.4 "The supplier" shall mean the bidder whose bid has been accepted by the purchaser and shall include the bidder's executives, administrators, successors and permitted assignees.
- 2.5 "Equipment" shall mean and include all machinery, apparatus, materials, and articles to be provided under the contract by the suppliers.
- 2.6 "Contract Price" shall mean the sum named in or calculated in accordance with the provisions of the contract as the "Contract Price" which shall include packing, forwarding, freight, insurance Goods and Services Tax and other taxes and duties as applicable at the time of opening of bids.
- 2.7 "General Condition" shall mean these General Terms and Conditions of Contract.
- 2.8 "The Specification" shall mean both the technical as well as commercial parts of the specification, annexed to or issued with GTCC and shall include the schedules and drawings, attached thereto as well as all samples and pattern, if any.
- 2.9 "Month" shall mean "Calendar month".
- 2.10 "Writing" shall include any manuscript, type written, printed or other statement reproduction in any visible form and whether under seal or under hand.
- 2.11 "Basic Price (Taxable Value for Goods) at the point of destination" shall mean the price

quoted by the bidder for equipment and material at the consignee's store/site. The cost is inclusive of packing, forwarding, freight, insurance and all expenses and taxes & duties at the end of the supplier excluding Goods & Service Tax. The Goods & Service Tax shall be shown in a separate column item wise alongside the Basic Price quoted at the applicable rate in the Tax Invoice. The applicable rate of GST shall refer to the HSN code of the material supplied. The Basic Price and GST thereon shall be the "FOR Destination Price" as quoted by the bidder.

- 2.12 The term "Contract document" shall mean and include GTCC, specifications, schedules, drawings, form of tender, Notice Inviting Tender, covering letter, schedule of prices or the final General Conditions, any special conditions, applicable to the particular contract.
- 2.13 Terms and conditions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act, failing that in the Orissa General Clauses Act.

3. Manner of execution:

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

4. Inspection and Testing:

- [i] The purchaser's representative shall be entitled at all reasonable times during manufacture to inspect, examine and test at the supplier's premises, the materials and workmanship of all equipment to be supplied under this contract and if part of the said equipment is being manufactured in other premises, the supplier shall obtain for the purchaser's representative permission to inspect, examine and test as if the equipment were being manufactured in the supplier's premises. Such inspection, examination and testing shall not relieve the supplier from his obligations under the contract.
- [ii] The supplier shall give to the purchaser adequate time/notice [at least two weeks] in writing for inspection of materials indicating the place at which the equipment is ready for testing and inspection and shall also furnish the Routine Test Certificate, calibration certificates of Testing instruments, calibrated in Govt. approved laboratory with authenticity letter of that laboratory, along with offer for inspection to the Purchaser. A packing list along with the offer indicating the quantity which can be delivered through suitable road transport only to facilitate issue of despatch instruction shall also be furnished.
- [iii] Where the contract provides for test at the premises of the supplier or any of his sub-vendors, the supplier shall provide such assistance, labour, materials, electricity, fuel and instruments, as may be required or as may be reasonably demanded by the Purchaser's representative to carry out such tests efficiently. The supplier is required to produce routine test Certificate, calibration certificates of Testing Instruments before offering their equipment for inspection and testing. The test house/laboratory where tests are to be carried out should be approved by the Govt. A letter pertaining to Govt. approved laboratory should be furnished to the purchaser along with the offer for inspection.

- [iv] After completion of the tests, the Purchaser's representative shall forward the test results to the Purchaser. If the test results conform to the specific standard and specification, the Purchaser shall approve the test results and communicate the same to the supplier in writing. The supplier shall provide at least two copies of the test certificates to the Purchaser.
- [v] The Purchaser has the right to have the tests carried out at his own cost by an independent agency whenever there is dispute regarding the quality of supply.
- [vi] All the tour expenses of OPTCL inspecting officers towards inspection & testing shall be borne by the bidder as per Cl. No – 19, Section-I (Instruction To Tenderer), Part-I of the T.S. In case, the transformer is not presented for inspection (stage or final) on the date of inspection, offered by the firm due to any reason(s) or in case of repetition of tests and Inspection, the firm shall be required to bear all the expenses, incurred in the visit of the Inspector(s).

5. Training facilities.

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

6. Rejection of Materials.

In the event, any of the equipment/material, supplied by the manufacturer is found defective due to faulty design, bad workmanship, bad materials used or otherwise not in conformity with the requirements of the Specification, the Purchaser shall either reject the equipment/material or ask the supplier in writing to rectify or replace the defective equipment free of cost to the purchaser. The supplier on receipt of such notification shall either rectify or replace the defective equipment/material free of cost to the purchaser within 30days of the date of such notification by the purchaser. If the supplier fails to do so, the purchaser may: -

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

7. Experience of Bidders:

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

- [i] Name of the manufacturer:
- [ii] Standing of the firm and experience in manufacture of equipment/material quoted:
- [iii] Description of equipment, quoted, supplied and installed with the names of the Organizations to whom supplies were made along with Purchase Order No. & Date, wherein, at least 1 (One) certificate shall be from a State/Central P.S.U.
- [iv] Details as to where installed and commissioned, as per the above Qualifying Requirement.
- [v] Testing facilities at manufacturer's works.
- [vi] A list of purchase orders of the identical material/equipment, as offered as per technical specification along with user's certificate, as applicable in accordance with the

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

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

8. Language and measures:

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

9. Deviation from specification:

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.

10. Right to reject/accept any tender:

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

11. Supplier to inform himself fully:

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

12. Patent rights etc.

The supplier shall indemnify the Purchaser against all claims, actions, suits and proceedings for the infringement or alleged infringement of any patent design or copy right protected either in the country of origin or in India by the use of any equipment supplied by the manufacturer, but such indemnity shall not cover any use of the equipment, other than for the purpose indicated

by or reasonably to be inferred from the specification.

13. Delivery:-

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

14. Dispatch Instructions

- I] The materials should be securely packed and dispatched directly to the specified site at the supplier's risk by Road Transport only.
- II] Loading & unloading of Ordered Materials.
It will be the sole responsibility of the supplier for loading and unloading of materials both at the factory site and at the destination site/store. The Purchaser shall have no responsibility on this account.

15. Supplier's Default Liability.

- [i] The Purchaser may, upon written notice of default to the supplier, terminate the contract in circumstances detailed hereunder: -
 - [a] If in the judgment of the Purchaser, the supplier fails to make delivery of equipment within the time specified in the contract or within the period for which extension has been granted by the Purchaser in writing in response to written request of the supplier.
 - [b] If in the judgment of the Purchaser, the supplier fails to comply with any of the provisions of this contract.
- [ii] In the event, Purchaser terminates the contract in whole or in part as provided in Clause-15 (i) of this section, the Purchaser reserves the right to purchase upon such terms and in such a manner as he may deem appropriate in relation to the equipment similar to that terminated and the supplier will be liable to the Purchaser for any additional costs for such similar equipment and/or for penalty for delay as defined in clause-22 of this section until such reasonable time as may be required for the final supply of equipment.
- [iii] In the event, the Purchaser does not terminate the contract as provided in clause 15(i) of this Section, supplier shall be liable to the Purchaser for penalty for delay as set out in Clause-22 of this section until the equipment is accepted. This shall be based only on written request of the supplier and written willingness of Purchaser.

16. Force Majeure:

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

17. Extension of time:-

If the delivery of equipment/material is delayed due to reasons beyond the control of the supplier, the supplier shall without delay give notice to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice may agree to extend the contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract.

18. Guarantee period: -

[i] The equipment along with all its accessories and spares covered by this specification should be guaranteed for satisfactory operation and against defects in design, materials and workmanship for a period of 60 [Sixty] months from the date of commissioning. The date of commissioning shall be the date from which the equipment is in satisfactory operation.

The above guarantee certificate shall be furnished in triplicate to the purchaser for his approval. Any defect noticed during this period should be rectified by the supplier free of cost to the purchaser provided such defects are due to faulty design, bad workmanship or bad materials used, within one month upon written notice from the purchaser, failing which provision of Clause-22 (ii) shall apply.

[ii] Equipment/material along with all its accessories and spares failed or found defective during guarantee period shall have to be guaranteed after repair/replacement for a further period of 60 months from the date of commissioning.

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

(i) A Composite Bank Guarantee as per the proforma enclosed at **Annexure-VIII** of the specification for 10% [ten percent] of the total FORD cost of the purchase order shall be furnished from any nationalized/scheduled bank having a place of business at Bhubaneswar to the office of Chief General Manager [Central Procurement Cell], OPTCL within 15 days of issue of the purchase order. The BG shall be executed on non judicial stamp paper worth of Rs.100.00 [Rupees one hundred] only or as per the prevalent rules, valid for a period of 62 months from the last date of stipulated delivery period, for scrutiny and acceptance, failing which the supply order will be liable for cancellation without any further written notices. The BG should be accompanied by a confirmation letter from the concerned bank, and should have provision for encashment at Bhubaneswar, before the Bank Guarantee is accepted and all concerned intimated. The BG should be revalidated as and when intimated to cover the entire Guarantee Period.

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

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

20. Import License

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

21. Terms of Payment.

(A) Payments against supply:-

- i) 60% 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 Composite Bank Guarantee at the rate of 10% (Ten percent) as stipulated under clause-19 of this specification & on prior approval of guarantee certificate & Test certificate by the Purchaser.
- ii) 30% of the Taxable value, shall be paid after successful erection & commissioning of materials/equipment at the required site.
- iii) Balance 10% of the Taxable value, shall be paid on issuance of taking over certificate by the Divisional head of concerned OPTCL site.

B) Payments against Erection & retrofitting with civil works, Testing & commissioning:-

- i) 90% Taxable value towards each consignment with 100% Goods and Services Tax in full as applicable will be paid after successful erection & commissioning of materials/equipment at the required site.
- ii) Balance 10% of the Taxable value, shall be paid on issuance of taking over certificate by the Divisional head of concerned OPTCL site.

C) TDS under GST Laws for shall be deducted, as applicable and requisite TDS certificate will be issued.

D) Any statutory variation due to imposition of new tax or revision in rate of existing tax shall be paid/reimbursed based on scheduled delivery or actual delivery whichever is earlier (i.e. If delivery is within schedule period, statutory variation as applicable shall be paid, and if delivery is made beyond schedule date, any additional financial implication due to statutory variation shall be to the bidder's account)

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

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

(i) If the Supplier fails to deliver the materials/equipment within the delivery schedule, specified in the Purchase Order/Contract including delivery time extension, if any, granted with waiver of Price Reduction Schedule, the Purchaser shall recover from the Supplier, Price Reduction Schedule for a sum of half per cent (0.5 per cent) of the Taxable Value of the un-delivered equipment /materials for each calendar week of delay or part thereof. For this purpose, the date of receipted challan shall be reckoned as the date of delivery. The total amount of Price Reduction Schedule shall not exceed five per cent (5%) of the Taxable Value of the un-delivered equipment/materials. Equipment will be deemed to have been delivered only when all its components, accessories and spares as per technical Specification are also delivered. If certain components, accessories and spares are not delivered in time, the equipment/materials will be considered delayed until such time as the missing components, Accessories and spares are delivered.

(ii) During the guarantee period, if the Supplier fails to rectify/replace the equipment/material within 30 days from the date of intimation of defect by the purchaser, then the Price Reduction Schedule at the rate of half percent (0.5%) of the Total Taxable Value for each calendar week of

delay or part thereof shall be recovered by the purchaser. For this purpose, Price Reduction Schedule shall be reckoned from the 30th day from the date of issue of letter on defectiveness of equipment/material. The total amount of Price Reduction Schedule in this case shall not exceed 10% (TEN PERCENT) of the Purchase Order/Contract amount except GST (i.e. Total Taxable Value). If the defects, so intimated are not rectified or equipment/materials not replaced by the supplier within the guarantee period, then whole of the C.P.B.G. will be forfeited by the purchaser, without any intimation to the supplier.

The purchase order amount shall mean Taxable Value + GST and other local taxes. GST applicable, if any on price reduction amount shall be extra.

23. Insurance

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

24. Payment Due from the Supplier.

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

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

- i) Compliance rating under Goods and Services Tax for immediate preceding financial year.
- ii) Audited Balance Sheet and Profit & Loss Account of the bidder for the previous 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. GST AND OTHER LOCAL TAXES: -

a) A Bidder will be entirely responsible for quoting the correct taxes and duties, other local taxes or levies, if any etc. which has to be incurred until completion of the contract. For the purpose of evaluation, the Bidder should clearly indicate, the GST & Other local taxes, payable, in the price schedule. Failure to furnish the same will be loaded as indicated below: -

- i) It is the responsibility of the Bidder to quote all taxes and duties correctly without leaving any row/ column unfilled. Where taxes and duties are not applicable, the bidder should enter "NA". If no duty/tax is leviable, the same may be entered as 'NIL'. If any column/row is left blank or filled vaguely like "as applicable", the same will be loaded with the maximum of the other eligible bids.
- ii) Any additional implication because of imposition of or variation in statutory levies on goods, contracted to be supplied, occurring after the expiry of the original contractual delivery date shall not be reimbursable.

b) GST & Other local taxes on finished products i.e. Transformer including oil and other

accessories as per Specification for supply, payable by the purchaser shall be indicated separately both in lump sum and rates of duty, applicable shall be quoted and shall be included in the bid price. The items for which these duties are not quoted by the bidders, shall not be payable by the purchaser and shall be borne by the Bidder/Supplier.

- c) All GST & Other local taxes payable by the bidders in respect of transaction between the bidders and their vendors/sub-suppliers while procuring any component, sub-assemblies, raw materials and equipment shall be included in the bid price considering input tax credit and no claim on this behalf will be entertained by the purchaser.
- d) Offers with exemption from Goods and Services Tax shall be accompanied with authenticated attested Photostat copy of exemption certificate. Any claim towards Goods and Services Tax shall be paid on actual basis subject to payment of GST by the supplier. In case Outward supply details of the supplier of Goods in GSTR-1 do not match with GSTR -2 of OPTCL on GSTN portal, the same will be adjusted through debit/credit advice issued by OPTCL under intimation to the supplier after allowing cooling period of 3 months after the date of supply.

27. **Supplier's Responsibility.**

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

28. **Validity**

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

29. **EVALUATION:**

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

- d) Mandatory spares, if any for maintenance of equipment. (At the discretion of the purchaser)
- e) Test charges, if any.
- f) Erection & retrofitting including civil works, testing & commissioning charges at site.
- g) Any other items, as deemed proper for evaluation by the purchaser.
- h) Loading factors will be taken in to account during evaluation if the prices of some of the items, not quoted.
- i) Any imposition of new tax or revision of tax shall be considered at the time of price bid evaluation.
- j) E- Reverse Auction process shall be resorted to as detailed below:-**

STRATEGY FOR E-REVERSE AUCTION	
1	Bidders are required to go through the guide lines given below and submit their acceptance to the same.
2	e-Reverse Auction (RA) will be conducted in e-tender portal of OPTCL on specified date and time, while bidders shall quote from their own offices/places of their choice. Internet connectivity shall be ensured by the respective agencies/bidders themselves.
3	Demonstration/ training (if not trained earlier) of bidder's nominated person(s), shall be done to explain all the rules related to e-Reverse Auction/ Business Rule document to be adopted.
4	The strategy to be used for reverse auction shall be "DYNAMIC TEMPLATE BIDDING"
Procedure for electronic Reverse Auctioning (e-RA):	
5	<p>a. The e-RA shall be conducted on www.tenderwizard/OPTCL.com only.</p> <p>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-IB). In non-receipt of the same, vendors will not be allowed to participate in e-RA.</p> <p>c. e-RA shall be carried out after opening of Price bids and completion of Price bid evaluation, which will be intimated only to the techno-commercially qualified bidders by OPTCL as per procedure given below.</p> <p>d. OPTCL reserves the right to conduct e-RA and it is obligatory on part of bidder(s) invited to participate in e-RA process once they have responded to the techno-commercial bid.</p>
6	<p>Prior intimation/ Notice for RA invitation will be given to techno-commercially qualified bidders regarding the date & time of opening of the e-RA.</p> <p>The start bid price (SBP) for e-Reverse Auction of each bidder under a particular package shall be the L1 evaluated price for the subject package including Taxes & Duties for the total scope for subject Package. Taking the above discovered L1 price as the upper limit e-RA will be conducted to determine the lowest possible price.</p> <p>Reverse Auction will be conducted amongst first 50% of the technically qualified bidders arranged in order of prices from lowest to highest, as L1, L2, L3-----Ln, and L1 price will be discovered. Minimum of 3 bidders shall be eligible for e RA. (eg. If 4 bidders are financially evaluated then the L1, L2 and L3 bidders shall be eligible for e-RA). Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L1 to L4).</p>

	<p>However, in case only two bidders are found to be responsive, e-RA would be carried out with both the parties without any elimination. However, OPTCL reserves the right to invite the evaluated L1 bidder for negotiation without conducting the e-RA.</p> <p>In case of price submitted by any bidder is found to be abnormal, OPTCL reserves the right to reject the bid of the bidder(s) .</p> <p>Rank of bidders would be displayed as per the total cost to OPTCL, i.e including Taxes and Duties payable by OPTCL as per the provisions of the bidding document & after e-RA process is over.</p>
7	<p>Names of bidders/ vendors shall not be disclosed during the e-RA process. Names of bidders/ vendors shall be anonymously masked in the e-RA process.</p> <p>(i) In case of RA, start/ reference price and step value of decrement shall be indicated to the bidders at the start of the auction. Any participating bidder can bid one or multiple step decrement lower than the prevailing lowest bid at that time. The Bidder shall be able to view Bid Start Price, Bid Decrement Value, Prevailing Lowest Bid value, last Bid Placed by him and time left for bidding.</p> <p>(ii) The step value of decrement in a package to be offered by bidder (the minimum amount of reduction in the total bid price including all taxes & duties during auction) , shall be kept at 0.15% of L1 bidder's final evaluated price (or) at approved amount as decided by OPTCL.</p> <p>(iii) Bidders can only quote any value lower than their previous quoted price. However, at no stage, increase in Price will be permissible.</p> <p>(iv) At any point during Reverse Auction, bidding Price field (Total price) shall remain enabled for the bidders. The total reverse auction period will be for one twenty (120) minutes. The initial auction period (1st 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. Total/ maximum number of auto extension will be for 9 (nine) times after the 1st slot. After end of 120 minutes, the reverse auction process shall get closed automatically without any extension.</p> <p>(v) However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the period of e-reverse auction to avoid complication related with internet connectivity, network problem, system crash down, power failure etc.</p>
8	<p>After conclusion of e-Reverse Auction i.e (Closing Price in Reverse Auction will be taken as offered price by the L1 bidder), decrease in price of individual head of the template shall be considered proportionately on all individual line items of the respective head of the price schedule of the successful L1 bidder .</p> <p>Any bid received at the tender wizard server end subsequent to closure of the e-RA shall be summarily rejected and shall not be considered as a valid bid under whatsoever circumstances. For this purpose, tender wizard server log shall prevail.</p> <p>The bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other bidders.</p>

	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].
9	<p>Consequent upon completion of e-Reverse Auction, OPTCL's decision on award of contract shall be final and binding on the bidders.</p> <p>OPTCL shall be at liberty to call the L1 bidder for further process/ negotiation and also at liberty to cancel the e-reverse auction process/ re-tender at any time, without assigning any reason thereof. OPTCL can decide to reschedule or cancel any reverse auction: the bidders shall be informed accordingly.</p> <p>OPTCL/ Service Provider shall not have any liability to bidders for any interruption or delay in access to the e-Tender site/ Reverse Auction link irrespective of the cause.</p>
10	The bidders have to furnish Reverse Auction Process Compliance Form as per Annexure-IA

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

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

In comparing bids and in making awards, the purchaser will consider other factors such as compliance with the specification, qualification criteria, outright rejection of tenders, relative quality, adaptability of suppliers or services, experiences, financial soundness, record of integrity in dealings, performance of materials/equipment earlier supplied, ability to furnish repairs and maintenance services, the time of delivery, capability to perform including available facilities such as adequate shops, plants, equipment and technical organization.

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

- a) The bidder should have manufacture and supply experience of the rating above rated or higher capacity equipment for a minimum period of 07(Seven) years as on the date of opening of the Techno-Commercial bid.
- b) Minimum 50% of the total tendered quantity should have been supplied by the Bidder successfully, within 5(Five) years as on the date of opening of the Techno-Commercial bid.
- c) At least 05(Five) Nos. of NIFPES system should have minimum of 05 (Five) years of performance each from the date of commissioning up to the date of the opening of the Techno-Commercial Bids against this Tender. At least one of the performance certificates shall be submitted from Govt. of India/State Govt.(s) or their undertakings.
- d) The tenderer should have adequate infrastructural facility for "after sales service".

- e) The bidder should have conducted type tests & special tests as per the specification at NABL accredited Lab within five years from the date of opening of the tender.
- f) Copies of documents, defining the constitution or legal status, place of registration and principal place of business of the company shall be furnished along with the bid. The Minimum Average Annual Turnover (MAAT) of the Bidder should not be less than Rs 13.43 crs for best three years out of last five financial years. Notarized copies of profit and loss statement of the balance sheet of the respective year should be furnished.
- g) Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have
 - i) Made misleading or false representations in the forms, statements and attachments, submitted in proof of qualification requirements and/ or
 - ii) Record of poor performance such as not properly completing the contract, inordinate delays in completion of supply, litigation history or financial failure etc.
- h) Notwithstanding anything stated above, the purchaser reserves the right to assess the Bidder's capability and capacity to perform the contract within the scheduled time, should circumstances warrant such assessment in the overall interest of the Purchaser.

31. Jurisdiction of the High Court of Odisha.

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

32. Correspondences.

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

33. Official Address of the Parties to the Contract

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

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

34. Outright Rejection of Tenders.

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

- i. The tenderer shall submit the bid in electronic mode only and shall submit the cost of tender document and Tender processing fee on or before the scheduled date & time of opening of Technical Bid.
- ii. The Tender shall not be submitted telegraphically or by Fax.
- iii. The Tender shall be accompanied by the prescribed Earnest Money deposit unless otherwise qualified for exemption from furnishing of E.M.D. Wherever, EMD is furnished in the form of BG, the said BG should be kept valid for a period of 240(Two Hundred forty) days from the date of opening of Techno-Commercial Bids. The EMD shall be

- submitted on or before the scheduled date & time of opening of Technical Bid.
- iv. The tender shall be kept valid for a minimum period of 180(One Hundred Eighty) days from the date of opening of tender.
 - v. The Tender shall be submitted in two parts, as specified.
 - vi. The schedule of price should be filled up fully to indicate the break-up of the prices including taxes and duties. Incomplete submission of this schedule will make the tender liable for rejection; vide Clause No. 4 (ii) of Part-II.
 - vii. The Tenderer should quote '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.
 - viii. Guaranteed Technical Particulars and Abstract of Terms and Conditions should be filled in properly.
 - xi) The Tenderer should fulfill the "Qualifying Requirement" as per Clause No. 30 of Part-I, Section-II of this Specification.
 - xii) The bidder should not have any pending litigation with OPTCL with regard to any project or related activity. The bidder should certify/declare the same in unequivocal terms by way of an affidavit duly sworn before a magistrate or a Notary. Bid furnished by the bidder shall not be eligible for consideration if it is not accompanied by the affidavit. Further the bid / LOA/ LOI shall be liable for outright rejection/ cancellation at any stage if any information contrary to the affidavit / declaration is detected.

35. Documents to be treated as confidential.

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

36. CONTACTING THE PURCHASER: -

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

37. Scheme/Projects

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

38. EMPANELMENT OF BIDDERS:-

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

39. LIMITATION OF LIABILITIES:-

The final payment by OPTCL in pursuance of the Contract shall mean the release of the Contractor from all his liabilities under the Contract except for liabilities under Guarantee

period. Such contractual liabilities and responsibilities of the Contractor shall prevail till expiry of the guarantee period even after the final payment is released.

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

SECTION - III
[LIST OF ANNEXURES]

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

1	Declaration form	ANNEXURE-I
2.	Reverse Auction Process Compliance Form	ANNEXURE-IA
3.	Abstract of General Terms & Conditions of contract.	ANNEXURE-II
4.	Check list for qualifying requirements.	ANNEXURE-III
5.	Schedule of Quantity and Delivery.	ANNEXURE-IV
6.	Abstract of price component [to accompany Part-II of this specification]	ANNEXURE-V
7.	Schedule of prices to accompany Part-II	ANNEXURE-VI
8.	Bank Guarantee form for Earnest Money Deposit.	ANNEXURE-VII
9.	Composite Bank Guarantee form for security deposit, payment and performance.	ANNEXURE-VIII
10.	Form of Extension of Bank Guarantee	ANNEXURE-IX
11.	Chart showing particulars of E.M.D.	ANNEXURE-X
12.	Data on Experience.	ANNEXURE-XI
13.	Proforma for performance statement.	ANNEXURE-XII
14.	Schedule of Deviation.	ANNEXURE-XIII
15.	Schedule of spare parts for five years of normal operation and maintenance.	ANNEXURE-XIV
16	Affidavit towards correctness of documents & information furnished by the bidders	ANNEXURE-XV
17	Litigation History	ANNEXURE-XVI

ANNEXURE - I
DECLARATION FORM
[Tender Specification No. SR.G.M -CPC-NIFPES-RETROFIT-27/2020-21]

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

Sir,

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

Signed this _____ day of _____ 20____

Yours faithfully

Signature of the Tenderer with seal of the company

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

* (Strikeout whichever is not applicable)

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

ANNEXURE - IA
(Reverse Auction Process Compliance Form)

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

To,
CGM (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 ACCOMPANY PART-I

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

	per cl.No.38 of Part-I, Section-II of this specification, in the event of its bid, found to be techno-commercially responsive.	
23.	Whether furnished the Affidavit as per Annexure-XVI	Yes/No

Place:

Date:

Signature of the Tenderer
with seal of the company.

ANNEXURE-III
CHECK LIST FOR QUALIFYING REQUIREMENTS.

1.	The bidder should have manufacture and supply experience of the rating above rated or higher capacity equipment for a minimum period of 5(Five) years as on the date of opening of the Techno-Commercial bid. If Yes, necessary supporting documents/informations, furnished or not.	YES/NO YES/NO
2.	Minimum 50% of the total tendered quantity should have been supplied by the Bidder successfully, within 5(Five) years as on the date of opening of the Techno-Commercial bid. If Yes, necessary supporting documents/informations, furnished or not.	YES/NO YES/NO
3.	At least 05(Five) Nos. of NIFPES system should have minimum of 3 (Three) years of performance each from the date of commissioning up to the date of the opening of the Techno-Commercial Bids against this Tender. At least one of the performance certificates shall be submitted from Govt. of India/State Govt.(s) or their undertakings. The user's certificates enclosed.	YES/NO YES/NO
4.	Whether the bidder has adequate infrastructural facility for "after sales service".	YES/NO
5.	The bidder should have conducted type tests & special tests as per the specification at NABL accredited Lab within five years from the date of opening of the tender. If Yes, necessary supporting documents/informations, furnished or not.	YES/NO YES/NO
6.	The Minimum Average Annual Turnover (MAAT) of the Bidder should not be less than Rs 13.43 crs for best three years out of last five financial years. If Yes, necessary supporting documents/informations, furnished or not.	YES/NO YES/NO

PLACE:

DATE:

SIGNATURE OF THE BIDDER
WITH SEAL

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

ANNEXURE-IV
SCHEDULE OF QUANTITY AND DELIVERY

Sl. No	Description of materials	Type of Transformers & Quantity required	Desired Completion period	Destination	Remarks.
1	2	3	4	5	6
1.	Nitrogen injection type fire prevention & extinguishing system(NIFPES) for Transformers	i. 315MVA, 400/220kV ICT-10 Nos. ii. 160MVA, 220/132kV Auto Transformer s-43 Nos.	Supply:- Within 04(Four) months from the date of issue of purchase order. Commissioning:- Within 02(Two) months from the date of issuance of site clearance by the concerned Divisional head of OPTCL site.	As mentioned in the Technical Specification.	

Place:

Date:

Signature of Tenderer
with seal of Company.

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

ANNEXURE-V

ABSTRACT OF PRICE COMPONENT

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

Place:

Date:

Signature of Tenderer.
With seal of Company.

ANNEXURE-VI
SCHEDULE OF PRICES

A	Description of the equipment		
B.	LOT NO. & Quantity (Nos.)		
C. Sl.No	PARTICULARS.		Price in Rupees
1.	a) Supply of nitrogen injection type fire prevention & extinguishing system(NIFPES) including accessories as per Specification		
	b) Unit GST		
	c) Other Local Taxes		
2.	a) Erection, Retrofitting(Including Civil Work, fabrication, filtration of the drained oil etc.), Testing, Commissioning etc. of nitrogen injection type fire prevention & extinguishing system(NIFPES)as per Specification per unit.		
	b) GST, if any, on Erection & retrofitting including civil works, testing & commissioning charges per unit.		
3.	Unit FORD sub-station/site price with taxes and duties(=1+2)		
4.	Total FORD sub-station site/ store price with taxes and duties(=3*53)		
5.	MANDATORY SPARES FOR THE WHOLE LOT[As per clause No. 6.9 of Technical Specification]		
Sl.No.	Description.	Quantity.	Price
a	Nitrogen Cylinder (68 Liter capacity)	27 Sets.	
b.	TCIV-80NB	05 Nos.	
c.	Fire Detector	36 Sets	
d.	GST on Spares, if any		
e.	Any other LOCAL taxes on spares		
f.	Total price of spares(=a+b+c+d+e)		
6	Total price of nitrogen injection type fire prevention & extinguishing system(NIFPES) including accessories, erection, retrofitting, testing, commissioning, mandatory spares etc. & Taxes as per Specification.(=4+5.f)		

Signature of Tenderer
Name, Designation and Seal

NB: -

1. **The tenderer should fill up the schedule properly and in full in Excel file of e-tender mode.** The tenderer should fill up the schedule properly and in full. The tender will be rejected, if the schedule of price is submitted in incomplete form. No post tender correspondence will be entertained on break-up of prices. Also, the supplier should agree for delivery at sub-station site.
2. The Tenderer shall give an undertaking in part-I of the bid that, any implication of lower Tax and Input Tax Credit benefit have been fully passed on to the purchaser as per anti-profiteering and other provisions under GST Laws while quoting the tender price.
3. Conditional offers will not be acceptable.
4. The bidder is to clearly indicate the period up to which the tax holidays are available to them.
5. Price bid in any other format will not be acceptable and the offer will be rejected.
6. All the above charges will be taken into account, during bid price evaluation.

ANNEXURE-VII

PROFORMA FOR BANK GUARANTEE FORM FOR EARNEST MONEY DEPOSIT

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

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

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

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

1. Now, therefore, in accordance with Notice Inviting Tender (e-NIT) No..... Dated of OPTCL, Ms/Shri.....Address..... Wish / wishes to participate in the said tender and as a Bank Guarantee for the sum of Rs..... [Rupees in **words**-----] valid for a period ofdays is required to be submitted by the bidder, as per Tender Specification, we the _____) [indicate the name, Address & Code of the bank] [hereinafter referred to as "Bank"] at the request of Ms/Shri..... [hereinafter referred to as "Bidder"] do hereby unequivocally and unconditionally guarantee and undertake to pay during the above said period on written request by the <Tender Issuing Authority, Central Procurement Cell (CPC) ODISHA POWER TRANSMISSION CORPORATION Ltd. , Bhubaneswar an amount not exceeding Rs..... to OPTCL., without any reservation. The guarantee would remain valid up to [Date] and if any further extension to this is required, the same will be extended on receiving instruction from ----- on whose behalf this Bank Guarantee has been issued.
2. We, the _____ [indicate the name of the Bank, Address, Code] do hereby further undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from OPTCL. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees in words.....)
3. We undertake to pay to OPTCL any money so demanded notwithstanding any dispute or disputes so raised by the bidder in any suit or proceeding instituted/pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our

liability for payment thereunder and the bidder shall have no claim against us for making such payment.

4. We, the _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the aforesaid period of _____ days [in words]..... (as per Tender Specification) and it shall continue to be so enforceable till all the dues of OPTCL under or by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till OPTCL certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said bidder and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us or our Branch Office at Bhubaneswar <Mention Name, Address & Code of the Branch Office at Bhubaneswar of Issuing Bank> in writing on or before _____ we shall be discharged from all liability under this guarantee thereafter.
5. We the _____ Bank further agree with OPTCL that OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by OPTCL against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Bid and we shall not be relieved from our liability by reason of any such variation, postponement or extension granted to the Bidder or for any forbearance, act or omission on the part of OPTCL or any indulgence by OPTCL to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
- 6 This guarantee will not be discharged due to the change in the name, style and constitution of the Bank and/or of the Bidder.
- 7 We _____ [indicate the name of Bank, Address & Code] lastly undertake not to revoke this guarantee during its currency except with the previous consent of OPTCL in writing .
8. We, the _____ Bank (Name, Address & Code) further agree that this guarantee shall also be invocable at our place of business at ----- Branch of **Bhubaneswar** (indicate Name, Address & Code of the Branch at Bhubaneswar) in the State of Odisha.”

“ Notwithstanding anything contained herein”

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

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

Dated, the _____ Day of _____

For _____ [Indicate name of Bank]

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

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

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

N.B.:

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

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

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

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

ANNEXURE-VIII

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

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

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

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

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

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

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

3. We, the Bank also undertake to pay to OPTCL any money so demanded not withstanding any dispute or disputes raised by the Contractor in any suit or proceeding instituted / pending before any court or tribunal relating thereto, our liability under this present being absolute and irrevocable. The payment so made by us under this bond shall be

a valid discharge of our liability for payment thereunder and the Contractor shall have no claim against us for making such payment.

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

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

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

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

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

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

“ Notwithstanding anything contained herein”

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

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

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

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

Dated, the _____ Day of _____
 For _____ [Indicate name of Bank]

Signature.....

Full Name.....

Designation.....

Power Of Attorney.....

Dated.....

Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

1. Signature.....

Full Name.....

2. Signature.....

Full Name.....

N.B.:

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

Format for SFMS details

(The Unique Identifier for field 7037 is "OPTCL541405793")

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

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

ANNEXURE-IX

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

Ref. No. _____

Dated: _____

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

Dear Sirs,

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

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

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

Yours faithfully,

For _____
Manager/Agent/Accountant

POA No. _____

Date: _____

SEAL OF BANK

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

ANNEXURE-X

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

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

NB: - REFUND OF E.M.D.

- [a] In case of Unsuccessful Bidders, the EMD BG will be returned in two phases i.e. after disqualification of a bidder in Techno-Commercial Evaluation and after award of contract. In case of Successful bidder, the EMD BG shall be returned only after submission & approval of Composite Bank Guarantee referred to in clause No.19 of Section-II of this specification. Suits, if any, arising out of EMD shall be filed in a court of law to which the jurisdiction of High Court of Odisha extends.
- [b] The successful bidder shall have to keep the EMD BG valid till the approval of Composite Bank Guarantee.
- [c] Earnest Money will be forfeited if the tenderer fails to accept the letter of intent/purchase order, issued in his favour or revises the bid price[s] within the validity period of Bid.

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

ANNEXURE-XI

DATA ON EXPERIENCE

Sl. No	PARTICULARS	
[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(s) of the Organisations to whom supplies were 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 & present status	
[g]	A list of purchase orders, executed during last three years	
[h]	A list of similar equipments of specified KVA rating, voltage class, Impulse level, short circuit rating, designed, manufactured, tested & commissioned which are in successful operation for at least two years from the date of commissioning with legible users certificate. Users 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 Bidder
Name, Designation, Seal

N.B:- The annexure is to be filled up & uploaded as PDF

ANNEXURE-XII

PROFORMA FOR PERFORMANCE STATEMENT.

Bid No. _____

Date of Opening. _____

Name of the Firm _____

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

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

Signature of the Bidder _____

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

ANNEXURE-XIII

SCHEDULE OF DEVIATION.

A. TECHNICAL.

Sl.No.	Requirements/ Equipment.	Specification Clause No.	Deviations.	Remarks

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

Place:

Signature of the Bidder.

Date:

Name:

Business address:

B. COMMERCIAL.

Sl.No.	Requirements/ Equipment.	Specification Clause No.	Deviations.	Remarks

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

Place:

Signature of the Bidder.

Date:

Name:

Business address:

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

ANNEXURE-XIV

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

Sl.No.	Particulars	Quantity	Unit delivery rate	Total price.

Place:

Date:

Signature of Tenderer
Name, Designation, Seal

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

Annexure-XV

AFFIDAVIT OF BIDDER

BEFORE Sri / _____ Notary
at. _____

AFFIDAVIT

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

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

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

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

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

Identified by

DEPONENT

ADVOCATE

ANNEXURE – XVI
LITIGATION HISTORY

Name of the Bidder:

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

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

Place: -

Date

Signature of Bidder:

PART – II
PRICE BID

1. PRICE:

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

2. INSURANCE:

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

3. CERTIFICATE FOR EXEMPTION FROM GOODS AND SERVICES TAX:

Offers with exemption from Goods and Services Tax shall be accompanied with authenticated proof of such exemption. Authenticated proof for this clause shall mean Photostat copy of exemption certificates, attested by Gazetted Officers of State or Central Government.

4. PROPER FILLING UP OF THE PRICE SCHEDULE:

The Bidders should fill up the price schedule (Annexure-V of Section-III) properly and in full. The tender may be rejected if the schedule of price is submitted in incomplete form as per clause-34 (ix) of Section-II of the Specification.

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

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

SECTION-IV

TECHNICAL SPECIFICATION

FOR

**NITROGEN INJECTION TYPE FIRE PREVENTION & EXTINGUISHING
SYSTEM(NIFPES)**

TECHNICAL SPECIFICATION

<u>Sl. No.</u>	<u>TITLE.</u>	<u>Pg. No</u>
1.0	Scope.	57
2.0	Standards	57
3.0	Auxiliary Power Supply.	58
4.0	Details of Transformer & Their Locations	58
5.0	Site Survey By Prospective Bidders	59
6.0	Technical Details of NIFPES	59
7.0	Inspection and Testing	65
8.0	Quality Assurance Plan	67
9.0	Documentation	67
10.0	Transportation, Packing & Forwarding	68
11.0	Erection, Testing & Commissioning	68

ANNEXURES(70 to 75)

No. Title.

- I. Quantity and Delivery Schedule.
- II. Guaranteed Technical Particulars.
- III. Additional Schedule of Informations.
- IV. Check list towards Type Test Reports.
- V. Calibration Status of Testing Instruments/Meters.

N. B. : 1. All the Annexures are to be filled up in complete shape by the bidders, failing which their tenders are liable for rejection.

- 2. No approximate value is allowed in respect of any of the parameters, as asked in the above Annexures. The bidders may quote the firm values with tolerances, if asked in respective parameters.***

SECTION - IV.

TECHNICAL SPECIFICATION

1.0 SCOPE:

1.1 The scope of the specification is for Design, engineering, manufacture, assembly, final inspection & testing before dispatch, packing and delivery at destination Sub-station by road transport, unloading at site, erection & Retrofitting(Including Civil Work with modifications as required, fabrication, filtration of the drained oil etc.), Testing at site and commissioning of nitrogen injection type fire prevention & extinguishing system(NIFPES) in 315MVA, 400/220/33kV ICTs & 160MVA, 220/132/33kV Auto Transformers, complete with all fittings, accessories, associated equipment and spares(if any), required for its satisfactory operation in the sub-stations of the State of Odisha.

The scope of civil work includes construction/modifications of oil sump/tank and all required foundations for satisfactory operation of NIFPES.

- 1.2 The NIFPES supplier shall be the original manufacturer(OEM) of the system.
- 1.3 The scope of supply includes the provision of training for Purchaser's personnel as per Cl. No- 5, Pt-I, Sec-II(GTCC) of the TS.
- 1.4 The equipment shall conform in all respects to high standards of engineering, design, manufacturing & testing as per the relevant IS/IEC/ANSI standards with latest amendments. Purchaser shall have the power to reject any work or material which, in his judgment, is not in full accordance therewith. The equipment, offered shall be complete with all components, necessary for their effective and trouble free operation. Such components shall be deemed to be within the scope of supply, irrespective of whether those are specifically brought out in this Specification and/or the commercial order or not.
- 1.5 Execution of entire work shall be carried out in such a manner that normal working of the existing plant shall not get interrupted, except the Transformer on which NIFPES system is installed. Shut downs, for mutually agreed periods shall be arranged by OPTCL for interconnections / modifications / extensions of existing facilities.
- 1.6 All statutory licenses & requirements, work permit/project license etc. of all items (like license for gas filling & storing in pressurized N2 Gas Cylinders), are to be arranged & relevant certificates to be submitted in original by the successful bidder.
- 1.7 The transformer(s), to be supplied against this specification shall be suitable for satisfactory continuous operation under the following Topographical and Meteorological conditions:-

a) Maximum ambient air temperature (°C) -	50
b) Minimum ambient air temperature (°C)-	0
c) Average daily ambient air temperature (°C)-	32
d) Relative humidity (%) -	100
e) Average rainfall per annum (cm)-	150
f) Maximum altitude above mean Sea level (m)-	1000
g) Maximum wind pressure (Kg/m ²)-	80.84
h) Isoceraunic level (days/year)-	70
i) Seismic withstand factor(g)	0.3
j) Wind Velocity-(Wind Zone to IS875) (m/sec)	50
k) Pollution level to IEC815	Heavy
l) Air-borne contamination, if any	Highly Polluted

2.0 **STANDARDS:**The equipment and its accessories shall, except where modified by this Specification, be designed, manufactured and tested in accordance with the latest editions of the relevant International & Indian standards.

3 AUXILIARY POWER SUPPLY:-

Auxiliary electrical equipment shall be suitable for operation on the following supply system.

- | | | |
|-----|--|--|
| (a) | Power devices like drive motors of Rating 1KW and above. | 415V, 3Phase, 4 Wire, 50 Hz, neutral Grounded AC supply. |
| (b) | Lighting, space heaters and <KW Motors. | 240V, single phase, 50Hz, neutral Grounded AC supply. |
| (c) | Alarm control and protective Devices. | 220V, DC, 2 Wire. |

Each of the foregoing supplies shall be made available by the purchaser at the terminal point for each equipment for operation of accessories and auxiliary equipment. Supplier's scope includes supply of interconnecting cables, terminal boxes etc. The above supply voltage may vary as below and all devices shall be suitable for continuous operation over entire range of voltages.

- | | | |
|------|--------------|---------------------------------------|
| (i) | AC Supply: - | Voltage \pm 10%, Frequency \pm 5% |
| (ii) | DC Supply: - | - 15% to + 10% |

4.0 DETAILS OF TRANSFORMERS & THEIR LOCATIONS:-

Sl. No.	Name of S/s	Rating of Transformer	Quantity of Trf.	Quantity of oil in each trf in Liters
1	400/220/132kV GRID S/s, Meramundali-I	315MVA, 400/220kV ICT	02	88500
2	400/220/132kV GRID S/s, Mendhasal	-do-	03	-do-
3	400/220kV GRID S/s, New Duburi	-do-	03	-do-
4	400/220/132kV GRID S/s, Lapanga	-do-	02	-do-
5	400/220/132kV GRID S/s, Lapanga	160MVA, 220/132/33kV Auto Transformer	02	67500
6	220/132/33kV GRID S/s, Aska New	-do-	02	-do-
7	220/132/33kV GRID S/s, Atri	-do-	02	-do-
8	220/132/33kV GRID S/s, Balasore	-do-	03	-do-
9	220/132/33kV GRID S/s, Bargarh New	-do-	01	-do-
10	220/132/33kV GRID S/s, Bhadrak	-do-	01	-do-
11	220/132/33kV GRID S/s, Bhanjanagar	-do-	02	-do-
12	220/132/33kV GRID S/s, Bidanasi	-do-	01	-do-
13	220/132/33kV GRID S/s, Budhipadar	-do-	02	-do-
14	220/132/33kV GRID S/s, Chandaka	-do-	02	-do-
15	220/132/33kV GRID S/s, Chandaka-B	-do-	02	-do-
16	220/132/33kV GRID S/s, Cuttack	-do-	01	-do-
17	220/132/33kV GRID S/s, Duburi	-do-	01	-do-
18	220/132/33kV GRID S/s, Goda	-do-	02	-do-
19	220/132/33kV GRID S/s, Jayanagar	-do-	02	-do-

20	220/132/33kV GRID S/s, Jayapatna	-do-	02	-do-
21	220/132/33kV GRID S/s, Joda	-do-	02	-do-
22	220/132/33kV GRID S/s, Katapalli	-do-	01	-do-
23	220/132/33kV GRID S/s, Kesinga	-do-	02	-do-
24	220/132/33kV GRID S/s, Narendrapur	-do-	02	-do-
25	220/132/33kV GRID S/s, New Bolangir	-do-	03	-do-
26	220/132/33kV GRID S/s, Paradeep	-do-	02	-do-
27	220/132/33kV GRID S/s, Samagara	-do-	02	-do-
28	220/132/33kV GRID S/s, Therubali	-do-	01	-do-

5.0 SITE SURVEY BY PROSPECTIVE BIDDER(S):-

Before submission of quotation, the interested parties may visit above locations to satisfy themselves fully with the site condition under which the materials and services are to be supplied and rendered to get acquainted with site conditions, have survey of existing Transformers, have discussion with site Engineers regarding the system proposed, inputs regarding Transformer GA, space availability for placement of NIFPS system, transformer relay signals, assess qty. & routing of cables / pipes, power supply requirements etc at site. The interested parties shall carefully examine all the information herein included and shall fully acquaint themselves with all existing conditions, limitation and official regulations at the site of work. No claim what-so-ever shall be entertained on the ground of lack of information of site conditions and / or the conditions prevailing in the site area.

Commissioning of the systems is to be done by the successful bidder at the site within the existing space & other restrictions imposed by the actual conditions.

OPTCL will only provide space, Water, LT Power supply & illumination, during erection/testing/ commissioning of the equipment.

6.0 TECHNICAL DETAILS OF NITROGEN INJECTION TYPE FIRE PREVENTION & EXTINGUISHING SYSTEM:-

6.1 General:- Scope of work is to design, supply, retrofitting, erection, testing and commissioning of Nitrogen Injection system for protection against the transformer explosion and fire of Transformers including all required civil works of oil sump, foundations, any other required for satisfactory working of system.

Each oil filled transformer shall be provided with a dedicated Nitrogen Injection system for prevention against the transformer explosion which shall use nitrogen as quenching medium. The system shall prevent transformer oil tank explosion and possible fire in case of internal / external cause. In the event of fire by external causes such as bushing fire, OLTC fires, fire from surrounding equipment etc., it shall act as a fast and effective fire fighter. It shall accomplish its role as fire preventer and extinguisher without employing water or carbon dioxide. Fire shall be extinguished within reasonable time (not more than 3 minutes so as not to harm the transformer) of system activation and within 30 seconds (maximum) of commencement of nitrogen injection.

The system shall have been in successful operation / commissioned in India for at least 05 years for protection of transformers in 220kV and above systems. The list of supplies along with performance certificates from the users of the system shall be submitted with the bid.

Nitrogen Injection system should be a dedicated system for each oil filled transformer. It should have a Fire Extinguishing Cubicle (FEC) placed on a plinth at a distance of 5-10 m away from transformer / reactor or placed next to the firewall (if firefighting wall exists). The FEC shall be connected to the top of transformer / reactor oil tank for depressurization of tank and to the oil pit (capacity is approximately equal to 10% of total volume of oil in transformer / reactor tank) from its bottom through oil pipes. The FEC should house a pressurized nitrogen cylinder (s) which is connected to the oil tank of transformer / reactor oil tank at bottom. The Transformer Conservator Isolation Valve (TCIV) is fitted between the conservator tank and Buchholz relay. Cable connections are to be provided from signal box to the control box in the control room, from control box to FEC and from TCIV to signal box. Detectors placed on the top of transformer / reactor tank are to be connected in parallel to the signal box by Fire survival cables. Control box is also to be connected to relay panel in control room for receiving system activation signals.

6.2 Activation of the system:-

The system shall work on the principle of Drain & stir. On activation, it shall drain a pre-determined quantity of oil from the tank top through drain valve to reduce the tank pressure, isolate conservator tank oil and inject nitrogen gas at high pressure from the bottom side of the tank through inlet valves to create stirring action and reduce the temperature of oil below flash point, cover the upper surface of oil with N₂ to act like a barrier for air to extinguish the fire. On operation, the quantity of oil removed from the tank shall be such that adequate amount of oil shall remain to cover active part (i.e. core coil assembly).

Mal-functioning of the Nitrogen injection system could lead to interruption in power supply. The supplier shall ensure that the probabilities of chances of malfunctioning of the Nitrogen injection system are practically zero. To achieve this objective, the supplier shall plan out scheme of activating signals which should not be too complicated to make the system inoperative in case of actual need. The system shall be provided with automatic controls to prevent the explosion of transformers. Besides automatic control, remote electrical push button control at Control box and local manual control in the cubicle shall also be provided. The following electrical-signals shall be used for activating the system under prevention mode/fire extinguishing mode.

6.2.a Auto Mode

For prevention:-

- Differential relay operation.
- Buchholz relay paralleled with pressure relief valve.
- Tripping of all circuit breakers (on HV & LV/IV side) associated transformer / reactor is the pre-requisite for activation of system.

For extinguishing:-

- Fire Detector/ Linear Heat Detector
- Buchholz relay paralleled with pressure relief valve.
- Tripping of all circuit breakers (on HV & LV/IV side) associated with transformer / reactor is the pre-requisite for activation of system.

The interlock scheme should take care of the situation when the circuit breakers of the transformer fail to open on trip commands from relays.

6.2.b Manual Mode (Local / Remote):- Tripping of all circuit breakers (on HV & LV / IV side) associated with transformer / reactor is the pre-requisite for activation of system.

6.2.c Manual Mode (Mechanical):- Tripping of all circuit breakers (on HV & LV / IV side) associated with transformer / reactor is the pre-requisite for activation of system.

The system shall be designed to be operated manually in case of failure of power supply to the system.

6.3 Operation:-

On receipt of all activating signals, the system shall drain - pre-determined volume of hot oil from the top of tank (i.e. top oil layer), through outlet valve, to reduce tank pressure by removing top oil and simultaneously injecting nitrogen gas at high pressure for stirring the oil at pre-fixed rate and thus bringing the temperature of top oil layer down. Transformer conservator isolation valve blocks the flow of oil from conservator tank in case of tank rupture / explosion or bushing bursting. Nitrogen occupies the space created by oil drained out and acts as an insulating layer over oil in the tank and thus preventing aggravation of fire.

- Electrical isolation of transformer shall be an essential pre-condition for activating the system, to avoid nitrogen injection in energized transformer.
- The sequence of operation of valves with time delay, if any, and the time of Nitrogen Injection shall be mentioned.
- The system shall have provision of testing on live transformers to ensure healthiness at all times.
- The system shall have mechanical locking arrangement for nitrogen release system as well as oil drain to avoid unnecessary operation during maintenance and /or testing of the transformer and / or system.
- The system shall have provision to monitor nitrogen injection pressure as well as cylinder pressure.
- Pressure monitoring switch for back up protection for nitrogen release as redundancy to first signal of oil draining commencement for nitrogen release shall preferably be provided.
- System shall have individual mechanical release devices and provision for oil drain and nitrogen release to operate manually in case of operation DC supply failure.
- Nitrogen release scheme shall be designed in such a way that the nitrogen gas shall not enter the energized transformer tank even in case of passing / leakage of valve.
- Individual system component / equipment should operate on station DC voltage only. AC-DC / DC-DC converter shall not be used.
- All outdoor panels / equipment shall be of IP-55 protection class.

6.4 System components:-

Nitrogen Injection system shall broadly consist of the following components. However, all other components which are necessary for fast, reliable and effective working of the system shall be deemed to be included in the scope of supply.

6.4.a CUBICLE (FEC):-

The Cubicle Frame shall be made of CRCA sheet of 3 mm (minimum) thick complete with the base frame, painted inside and outside with post office red colour (shade 538 of IS -5). It shall have hinged / hinged split doors fitted with high quality tamper proof lock. The doors,

removable covers and panels shall be gasketed all round with neoprene gaskets. The following items shall be provided in the Cubicle.

- Nitrogen gas cylinder with regulator and falling pressure electrical contact manometer.
- Oil drain pipe with mechanical quick drain valve.
- Electro mechanical control equipment for draining of oil of pre-determined volume and injecting regulated volume of nitrogen gas.
- Pressure monitoring switch for back-up protection for nitrogen release.
- Limit switches for monitoring of the system.
- Butterfly valve with flanges on the top of panel for connecting oil drain pipe and nitrogen injection pipes for transformer / reactors.
- Panel lighting (LED Type)
- Oil drain pipe extension of suitable sizes for connecting pipes to oil pit.
- Space heater.
- Instrument for monitoring the quality of Nitrogen Gas.

6.4.b Under Ground Oil Storage Tank:-

Each transformer unit shall be provided with an underground oil storage tank. The oil storage tank shall have Non Corrosive, water proof, epoxy coated (from Inside) mild steel (minimum thickness 6 mm) to store drained-out oil on operation of NIFPS. The tank outside after preparation and priming shall be painted with one coat zinc chromate primer, one coat of phenolic based under coating and two coats of micaceous iron oxide paint finished with hard gloss Light Grey Shade No. 697 of IS:5. The total capacity of storage tank shall be at least 10% of transformer tank oil to avoid overflowing of oil considering that drained oil volume shall be around 10% of transformer tank oil. Necessary arrangement shall be made on underground storage tank so as to take out the drained oil from the tank for further processing and use. All the pipes and physical connections from transformer to oil pit shall be in the scope of contractor.

This storage tank shall be placed in the pit made up of brick walls with PCC (1:2:4) flooring with suitable cover plates to avoid ingress of rain water. The design of tank and pit shall be finalized during detailed engineering.

6.4.c Control box:-

Control box is to be placed in the control room for monitoring system operation, automatic control and remote operation. The following alarms, indications, switches, push buttons, audio signal etc. shall be provided.

- System Oil.
- TCIV open.
- Oil drain valve closed.
- Gas inlet valve closed
- TCIV closed
- Detector trip
- Buchholz relay trip
- Oil drain valve open
- Extinction in progress
- Cylinder pressure low
- Differential relay trip
- PRV / RPRR /OSR trip
- Transformer / reactor trip

- System out of service
- Fault in cable connecting fault detector
- Fault in cable connecting differential relay
- Fault in cable connecting Buchholz relay
- Fault in cable connecting PRV / RPRR / OSR
- Fault in cable connecting transformer reactor trip
- Fault in cable connecting TCIV
- Auto / Manual / Off
- Extinction release on / off
- Lamp test
- Visual / Audio alarm for AC supply fail
- Visual / Audio alarm for DC supply fail

As far as possible, the control box should be so devised that all the transformers and reactors or group thereof should be controlled from single spot. Potential Free contacts shall be available for alarm troubles for input to SCADA system. Also, separate hooter & emergency trip provision shall be provided in control room over & above provided in control box (as control box is to be provided in respective yard kiosk).

N.B:- The approximate distance between Transformers to control room, in case of 315MVA Transformers shall be around 500 Meters & in case of 160MVA Transformers shall be around 300 Meters. However the bidder shall assess the distance by site verification & the supply of required length cable is in the scope of the bidder.

6.4.d Transformer Conservator Isolation Valve:-

Transformer conservator isolation valve (TCIV) is to be fitted in the conservator pipe line, between conservator and buchholz relay, which shall operate for isolating the conservator during abnormal flow of oil due to rupture / explosion of tank or bursting of bushing. The valve shall not isolate conservator during normal flow of oil during filtration or filling or refilling, locking plates to be provided with handle for pad locking. It shall have proximity switch for remote alarm, indication with visual position indicator.

The TCIV should be of the best quality as malfunctioning of TCIV could lead to serious consequence. The closing of TCIV means stoppage of breathing of transformer / reactor.

Locking plates shall be provided for pad locking.

6.4.e Detectors:-

The system shall be complete with adequate number of detectors (quartz bulb)/Linear Heat Detectors fitted on the top cover of the transformer / reactor oil tank.

6.4.f Signal box:-

It shall be mounted away from transformer / reactor main tank, preferably near the transformer marshaling box, for terminating cable connections from TCIV & detectors and for further connection to the control box.

6.4.g Cables:-

Fire survival cables (capable to withstand 750° C.) of 4 core x 1.5 sq. mm size for connection of detectors in parallel shall be used. The fire survival cable shall conform to BS 7629-1, BS 8434-1, BS 7629-1 and BS 5839-1, BS EN 50267-2-1 or relevant Indian standards.

Fire Retardant Low Smoke(FRLS) cable of adequate size shall be used for connection of signal box / marshaling box near transformer / reactor and FEC mounted near transformer/ reactor with control box mounted in control room.

Fire Retardant Low Smoke (FRLS) cable of 4 core x 1.5 sq. mm size shall be used for connection between control box to DC & AC supply source, FEC to AC supply source, signal box / marshaling box to transformer conservator isolation valve connection on transformer / reactor. Separate cables for AC supply & DC supply shall be used.

The scope of work for Erection & laying of cables shall also include supply, fabrication, installation and commissioning of cable laying accessories like flexible conduits, GI pipes, clamps, cable No. Tags, ferrules, glands, copper lugs, jointing kits, Termination kits, nuts & bolts and sundry items etc.

Generally the spare potential free contacts of CB/Relays if available, shall be used for activation of the system. In case of non-availability of such spare potential free contacts, then the bidder shall provide the contact multiplication relays for above requirement.

6.4.h Pipes:-Pipes complete with connections, flanges, bends and tees etc. shall be supplied along with the system.

6.4.i Other items to be supplied:-

- a) Oil drain and nitrogen injection openings with gate valves on transformer / reactor tank at suitable locations.
- b) Provision shall be made in such a way that, during filtration of the transformer, the NIFPES system can be safely bypassed from Transformer without physical isolation.
- c) Flanges between Buchholz relay and conservator tank for fixing TCIV.
- d) Detector brackets on transformer / reactor tank top cover.
- e) Spare potential free contacts activating the system i.e. in differential relay, Buchholz relay. Pressure Relief Device / RPRR , Circuit breaker of transformer / reactor.
- f) Pipe connections between transformer / reactor and FEC and between FEC and oil pit required for collecting top oil.
- g) Cabling for detectors mounted on transformer / reactor top cover.
- h) Inter cabling between signal box, control box and FEC.
- i) Butterfly valves / Gate valves on oil drain pipe and nitrogen injection pipe which should be able to withstand full vacuum.
- j) Supports, signal box etc. which are to be painted with enameled paint.
- k) Any other item required for satisfactory operation of system.

6.5 Power supply:-

For Control Box: As per substation DC voltage i.e.220V, DC, 2 Wire.

For FEC Auxiliary: 230 V AC

6.6 Modification on the transformer:-

No modification on the transformer shall be allowed which affects its performance (i.e. efficiency, losses, heat dissipation ability etc.) safety, life etc. or its any other useful parameter. This requirement shall be of paramount importance and shall form the essence of the contract.

However, in any case, performance of transformer should not be affected in any manner by having Nitrogen Injection Fire Prevention Cum Extinguishing System (NIFPES) and the

Contractor / Sub-Contractor shall give an undertaking to this effect. All pipes should be washed / rinsed with transformer oil. If any damage is done to the transformer and / or any connected equipment during installation, commissioning, full recovery therefore shall be effected from the Contractor / Sub-Contractor, of NIFPES system.

It shall be solely the responsibility of supplier / Sub-Contractor to install, carry out pre-commissioning tests & commission NIFPES at the mentioned Sub-Station in this specification, to the entire satisfaction of the OPTCL.

6.7 Interlocks:-

It shall be ensured that once the NIFPES gets activated manually or in auto mode, all the connected breakers shall not close until the system is actually put in OFF mode. Also PRV shall get closed only if all the connected breakers are open.

6.8 Ingress protection:-

All outdoor panels/ equipments shall be of protection class IP 65, Fire detectors with IP65, Control box IP55 or above. Valid test reports to be enclosed for technical evaluation of bids.

6.9. LIST OF MANDATORY SPARES FOR THE WHOLE LOT:-The supplier shall provide the mandatory spares for the whole lot, detailed below as per their price quoted in the price bid. The purchaser may order all or any of the spare parts, listed at the time of contract award and the spare parts, so required by the purchaser, shall be supplied as part of this contract. Additional mandatory spares if required may be ordered at any time during the contract at the rates, stated in the purchase order.

<u>Sl.No.</u>	<u>Description.</u>	<u>Quantity.</u>
1	Nitrogen Cylinder – 68 Liter capacity	27 Sets
2	TCIV-80NB Valve	5 Nos.
3	Fire Detector	36 Sets

N.B.:-

- (a) The Supplier shall ensure that sufficient spare parts and consumable items are available for his own use during commissioning of the NIFPES system. The spares, provided with the NIFPES system shall not be used by the supplier without the written consent of the Purchaser and any spares, used during the commissioning of the NIFPES system shall be replaced by the supplier at his own expense.
- (b) The Supplier shall provide a list in the schedule, of additional recommended spare parts together with their individual prices. The Purchaser may order at a later date, at a price, indicated on the schedule, such additional spare parts, listed at the time of contract award.
- (c) Spares shall be available during the life of the equipment and the Supplier shall give 12 months notice of his or any Sub-Suppliers, intention to cease manufacture of any component used in the equipment.
- (d) Any spare apparatus, parts and tools shall be subject to the same Specification, tests and conditions as similar material, supplied under this contract. They shall be strictly interchangeable and suitable for use in place of the corresponding parts, supplied with the NIFPES system and must be suitably marked and numbered for identification and prepared for storage by greasing and painting to prevent deterioration.
- (e) All spare apparatus or materials, containing electrical insulation shall be packed and delivered in cases, suitable for storing such parts or material over a period of years

without deterioration. Such cases shall have to be affixed to both the underside and topside of the lid a list detailing its contents. The case will remain as the property of the Purchaser.

7.0 Inspection & Testing:-

7.1. Inspection Programme:-

- i. The supplier shall chalk out a detailed inspection and testing programme for manufacturing activities for the various components. An indicative programme of inspection as envisaged by the purchase is given below. This is not however intended to form a comprehensive programme, as it is supplier's responsibility to draw up and carry out such a programme, duly approved by the Purchaser. For this, the supplier shall give atleast two weeks notice in advance. The purchaser reserves the right to carry out the final inspection & testing by a third party.
- ii. During on site testing, if any discrepancies will occur, the supplier will be asked immediately for its rectification and the supplier shall depute his representative for rectification without any delay.
- iii. At the time of final inspection, the supplier shall identify each & every item/accessories of NIFPES under testing. Unless all items are identified, the manufactures will not be treated as complete. Various tests as per the specification shall be performed in the presence of OPTCL Engineers or when the inspection waiver has been given, in such a case, the testing as per the specification shall be done at the manufacturers works and same should be confirmed by documentary evidence by way of Test Certificate, which shall be got approved by OPTCL.
- iv. In case, for any reason(s), inspection is not completed or the equipment is not found to be complete with all accessories as per confirmation, given with the inspection call, the purchaser reserves the right to recover the complete cost of deputation of inspection team to the works of the manufacturer.
- v. The supplier shall submit the test certificates of the bought-out items and Raw materials as per relevant IS/IEC standards at the time of the acceptance testing of the fully assembled equipment. The supplier shall demonstrate the functional test associated with bought items during acceptance tests.
- vi. It may be noted that " No change in any accessory or associated equipment after passing all the tests successfully shall be allowed and if this is subsequently detected, it shall be binding on the supplier to replace with the same item with which the initial tests were conducted at his works, failing which the entire test shall become null & void. The purchaser at his discretion may consider for rejection of the units, thus supplied. The entire cost for replacement of such rejected units, thus supplied and for repeating acceptance tests shall be borne by the suppliers.
- vii. Detailed layout drawings, equipment drawing along with 4 sets of Operation and Maintenance manual along with soft copies (In CDs) shall be submitted by the supplier along with the consignment.
- viii. The guaranteed technical particulars for the offered system are indicated in Ann-II. Any other particulars, considered necessary in addition to those listed in that Section may be furnished by the Bidder.

- 7.2. **Routine & Type test:-** TESTS Reports of all type test/routine tests conducted as per relevant IS/IEC standards in respect of various bought out items including test reports for degree of

protection for FEC / control box / signal box shall be submitted by the supplier with their bids. The tests should have been carried out at NABL accredited Lab.

7.3 Factory Acceptance Test:- Before supply, the items will be inspected by the Representative of OPTCL at the works of the successful bidder. Items are to be dispatched only after the dispatch clearance duly given by OPTCL. The supplier shall demonstrate the entire functional tests, associated with the following as Factory Acceptance Tests:

- FEC, Control Box
- Fire Detector
- Transformer Conservator Isolation Valve
- Additional tests, if required, are deemed to be included in the scope of work.

Two (02) sets of certified test reports shall be submitted for approval prior to the despatch of the equipment. The equipment shall be dispatched only when all the required tests have been carried out and test reports have been approved by the Purchaser. The test report shall contain Complete identification, date, including serial number of the equipment, method of application, where applied, duration and interpretation of test results for each test. The acceptance of the equipment shall in no way relieve the supplier of his responsibility for meeting all the requirements of this specification and shall not prevent subsequent rejection of such equipment, if found to be defective later.

7.4 Test at site:- Performance test of the complete system shall be carried out after complete erection at site by the supplier's representative. These tests shall include simulation and verification of the response of the complete system without actual draining of the oil and injection of the nitrogen gas, however one transformer of each rating(315 MVA & 160MVA) shall be tested on real time basis by actual drainage of oil & injection of the nitrogen gas. In such case, the filtration & refilling of drained oil is in the scope of the supplier. Further during the Guarantee Period, the supplier shall carryout required routine check up to ascertain the functional healthiness of their supplied system on yearly basis, without any additional cost implication to OPTCL.

8.0. QUALITY ASSURANCE PLAN:-

a) The Bidder shall invariably furnish following information alongwith his offer.

- (i) Statement giving list of important raw materials, names of Sub-suppliers for the raw materials, list of standards according to which the raw materials are tested, list of tests normally carried out on raw material in presence of Bidder's representative, copies of test certification.
- (ii) Information and copies of test certificates as in (i) above in respect of bought out items.
- (iii) List of manufacturing facilities available.
- (iv) List of testing equipments available with the Bidder for final testing of equipment specified and test plant limitation, if any, vis-à-vis the type, special, acceptance and routine tests specified in the relevant standards. These limitations shall be very clearly brought out in 'Schedule of Deviations'.
- (v) Manufacturing & Quality assurance plan.

b)The QAP and hold points shall be discussed between the purchaser and the supplier before the QAP is finalised. The QAP shall include all the quality checks as stipulated in this specification.

9.0.DOCUMENTATION:-

- i) All drawings shall conform to relevant International Standards Organisation (ISO) specification. All drawing shall be in ink and suitable for microfilming. All dimensions and data shall be in S.I.Units.
- ii) The Bidder shall furnish along-with the bid dimensional drawings of NIFPES and all other accessories. These drawing shall include the following informations.
 - (a) Dimensions.
 - (b) Tolerances on dimensions.
 - (c) Material designation used for different components with reference to standards.
 - (d) Fabrication details such as welds, finishes and coatings.
 - (e) Catalogue or part members for each component and the total assembly with bill of materials.
 - (f) Identification marking.
 - (g) Weight of individual components and total assembled weight.
- iii) The supplier shall, within 15 (fifteen) days of placement of order submit two sets of final version of all the following drawings/ documents for purchaser's approval. All Drawings and Designs in complete shape (not in a piece-meal manner) as per the specification and without any deviation should be submitted within 15 (Fifteen) days of placement of Purchase Order. The Design Engineer(s) of the firm should be deputed to the office of the Sr. G.M (CPC) to complete the Design Review and Drawing Approval as soon as possible.
 - a) Out line dimensional drawings & Table of fittings for OGA.
 - b) Schematic diagram
 - c) Inter connection-cabling diagram between transformer and all panels.
 - d) Complete bill of materials.
 - e) Factory Test procedures
 - f) Commissioning test procedure.
 - g) Operation and Maintenance Manual.
 - h) Any other drawings(s) as required.

10. TRANSPORTATION, PACKING AND FORWARDING:-

- i) The equipment shall be suitable for vertical/horizontal transport as the case may be and suitable to withstand handling during transport and outdoor storage during transit. The supplier shall be responsible for any damage to the equipment during transit, due to improper and inadequate handling during transfer, loading and unloading. The easily damageable material shall be carefully packed and marked with the appropriate caution symbol. Whenever necessary, proper arrangement for lifting, such as lifting hooks etc. shall be provided. Any material found short inside the packing cases shall be supplied by supplier without any extra cost.
- ii) Each consignment shall be accompanied by a detailed packing list containing the following information:-
 - (a) Name of the consignee.
 - (b) Details of consignment.
 - (c) Destination.
 - (d) Total weight of consignment.
 - (e) Sign showing upper/lower side of the crate.
 - (f) Handling and unpacking instructions.
 - (g) Bill of materials indicating contents of each package.

- (h) Two sets of approved copies of drawings, instruction and commissioning manuals, approved test certificates and certificates of bought out items, approved copies of guarantee certificate.

11.0. ERECTION, TESTING, COMMISSIONING & PERFORMANCE TEST:-

- a. Prior to commencing any work at site, the supplier shall obtain clearance from the Divisional head of concerned OPTCL site. Shut downs, for mutually agreed periods shall be arranged by Divisional head of concerned OPTCL site for interconnections / modifications / extensions of existing facilities.
- b. The supplier shall be responsible for erection, testing & commissioning of the entire supplied system. The Supplier shall depute experienced Engineers for erection, testing & commissioning of the system and should complete the job as per agreed schedule. The Engineer shall correct in the field, any errors or omissions on the part of the supplier, in order to make the equipment and material properly perform in accordance with the intent of this specification and guiding standards. The Supplier shall also provide adequate number of skilled/semi-skilled workers as well as all tools, equipment, cranes etc. required for equipment erection. All the cost towards above shall be borne by the successful bidder.
- c. The supplier is obliged to work in close coordination with OPTCL staff.
- d. The supplier will abide by the safety measures prevalent in India and will free OPTCL from all demands or responsibilities arising from accidents / loss of life, the cause of which is the Bidders negligence. The supplier will pay all indemnities arising from such incident and will not hold the OPTCL responsible or obligated. All equipments shall incorporate suitable safety provisions to ensure safety of the operating personnel as per manufacturers' standard practice. All safety appliances / kits required for the personnel during testing and commissioning shall be arranged by the supplier.
- e. The supplier shall be responsible for any damage to the equipment due to faulty or improper ET&C procedure. The Supplier shall submit a list of commissioning spares required along with offer & it shall be suppliers's responsibility to maintain the same during commissioning.
- f. The supplier shall be fully responsible for the performance of the system supplied by him at required parameters and for the efficiency of the installation to deliver the required end results.
- g. Performance test of the complete system shall be carried out after complete erection at site by the supplier's representative. These tests shall include simulation and verification of the response of the complete system without actual draining of the oil and injection of the nitrogen gas, however one transformer of each rating(315 MVA & 160MVA) shall be tested on real time basis by actual drainage of oil & injection of the nitrogen gas. In such case, the filtration & refilling of drained oil is in the scope of the supplier. In addition to above, additional tests on NIFPES system as required necessary shall be conducted.
- h. Factory test reports, Functional test report on tests carried out at site with regard to performance test of system on each transformer to be submitted to purchaser.
- i. After testing and commissioning, 2 sets of all ASBUILT drawings for each transformer and 2 sets of operation and maintenance instruction manual (bound) shall be submitted for purchaser's use.
- j. In case the guarantee performance parameters are not achieved, supplier will make necessary modifications, adjustment etc., to achieve the guaranteed performance on free of cost basis. Such modification, repair if any may be done at OPTCL site within one month period.

- k. In case the guaranteed performance is not achieved, even after modifications, adjustments etc., supplied system which requires replacement should be replaced with new one at free of cost on site to site basis or refund the entire amount on demand. In this regard, the performance report of the Divisional head of concerned OPTCL site will be final and binding.
- l. The installation, testing & commissioning of the subject systems will be deemed complete only when a job completion certificate will be issued by the Divisional head of concerned OPTCL site, whose decision will be final in this regard.

ANNEXURE-I
SCHEDULE OF QUANTITY AND DELIVERY

Sl.No	Description of materials	Quantity required	Desired Delivery	Destination	Remarks
1	2	3	4	5	6
1.	Nitrogen injection type fire prevention & extinguishing system(NIFPES) for Transformers	a) 315MVA, 400/220kV ICT-10 Nos. b) 160MVA, 220/132kV Auto Transformers-43 Nos.	Supply:- Within 04(Four) months from the date of issue of purchase order Commissioning:- Within 02(Two) months from the date of issuance of site clearance by the concerned Divisional head of OPTCL site.	As mentioned in the Technical Specification.	

Place:

Date:

Signature of Tenderer
with seal of Company.

ANNEXURE-II
GUARANTEED TECHNICAL PARTICULARS

Sr.No.	Description	Guaranteed Particulars
1	Name of Manufacture and country of origin	
2	Reference standards	
3	Details of system equipment	
3.1	FEC (Fire Extinguishing Cubicle)	
a	Dimensions (LXBXH) mm	
b	Weight	
c	Capacity of Nitrogen cylinder	
d	Number of cylinders	
e	Pressure of Nitrogen filing	
f	Minimum distance of FE cubicle from the transformer	
g	Method of mounting	
3.2	Whether the following items are provided in FE cubicle. If so furnish make, type & other details	
a	Contact Manometer	
b	Pressure Regulator	
c	Oil Release Unit	
d	Gas release unit	
e	Oil drain assembly	
f	Pressure / limit switches	
g	No. of contacts & spare contacts (NO & NC)	
3.3	Oil drain Valve	
a	Make	
b	Type	
c	Size	
d	Type of metal	
3.4	Nitrogen Injection Valve	
a	Make	
b	Type	
c	Size	
3.5	Oil drain pipe	
a	Size	
b	Length	
c	Number of openings in the transformer tank	
d	Material	
3.6	Control Box	
a	Dimensions (LXBXH) mm	
b	Type & Thickness of sheet steel	
c	Details of components provided in the control box	
d	Control voltage	
e	Method of mounting	
f	Whether audio and visual alarm provided?	

g	Weight	
3.7	Transformer Conservator Isolation Valve	
a	Make	
b	Type	
c	Location	
d	Whether suitable for pipe of size 80 mm dia	
e	No. of contacts & spare contacts (NO & NC)	
f	Padlocking provision	
3.8	Detectors	
a	Make	
b	Type	
c	Quantity required	
d	Method of fixing	
e	Effective heat sensing area	
f	Temperature recommended for effective heat sensing	
g	Number of contacts NO / NC	
h	Necessity and condition of Refilling	
i	Heat sensing temperature	
3.9	Power Supply	
a	Control box	
b	FEC (lighting)	
c	Extinction period	
d	On system activation	
e	On commencement of Nitrogen injection	
3.10	Whether the offered system is compatible with SCADA	Yes/No
3.11	Time of operation	
	Transformer Tank Explosion Prevention	Fire Extinction
	For system activation	
	For reduction of pressure in tank by Nitrogen Release	
4	Whether approved by Tariff Advisory Committee of India	
5	Any other technical details not covered above.	

N.B. The bidder must fill up all the points of GTP for offered item(s). Instead of indicating “refer drawing” or “as per IS/IEC”, the exact value(s) must be filled in.

ANNEXURE - III.

ADDITIONAL SCHEDULE OF INFORMATIONS.

(To be furnished by the bidder along with the Tender Offer)

<u>Sl. No.</u>	<u>Item.</u>	<u>Remarks.</u>
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SIGNATURE OF THE TENDERER
WITH SEAL AND DATE

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

ANNEXURE - IV.
CHECK-LIST TOWARDS TYPE TEST REPORTS.
 [To be filled in by the Bidder]

Name of the Type Test.	Date of Test	Name of the Laboratory where the test has been conducted.	Whether Laboratory is Govt. Approved.	Name of the Govt. Organisation Which has witnessed the type test.	Whether the test report is valid as per TS	Whether the copy of test report in complete shape along with the drawings etc. furnished or not?	Whether the type tested NIFPES fulfills the technical requirements as per TS	Remarks
1	2	3	4	5	6	7	8	9

Place

Dated:

SIGNATURE OF THE TENDERER
 WITH SEAL AND DATE:

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

ANNEXURE - V

CALIBRATION STATUS OF TESTING EQUIPMENTS AND INSTRUMENTS / METERS.

[To be filled in by the Bidder]

Name of the Test.	Meters & Equipment required for the corresponding test with range accuracy, make and Sl.No.	Date of calibration	Due date of calibration	Name of the Calibrating Agency.	Whether calibrating agency is Govt. Approved.
1	2	3	4	5	6

Whether documents related to Govt. approval of the Calibrating Agency furnished.	Whether the meters/equipments fulfill the accuracy class as per calibration report.	Whether calibrating Agency has put any limitation towards the use of the particular meters/equipments. If yes, state the limitations.	In spite of imposed limitations, whether the particular meter/ equipments can still be used. Justify its use for corresponding test(s)	Remarks.
7	8	9	10	11

Place

Dated:

SIGNATURE OF THE TENDERER
WITH SEAL AND DATE:

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