



**ORISSA POWER TRANSMISSION CORPORATION LTD
OFFICE OF THE SR. GENERAL MANAGER,
CENTRAL PROCUREMENT CELL,
JANPATH, BHUBANESWAR - 751022**

**TENDER SPECIFICATION
NO. SR.G.M.-CPC -O&M-OIL-103/2009-10.**

FOR

PROCUREMENT OF

EHV GRADE TRANSFORMER OIL



FAX NO.: 0674 – 2542964
TELEPHONE NO.: 0674 – 2541801

**ORISSA POWER TRANSMISSION CORPORATION LTD.
OFFICE OF THE SR. GENERAL MANAGER
CENTRAL PROCUREMENT CELL**

JANAPATH, BHUBANESWAR – 751022

TENDER SPECIFICATION NO.SR.G.M.-CPC- (O&M)-OIL- 103 /2009-10

CONTAINING

PART – I

- SECTION – I : INSTRUCTION TO TENDERERS**
- SECTION – II : GENERAL TERMS AND CONDITIONS OF CONTRACT (G.T.C.C.) (COMMERCIAL)**
- SECTION – III : LIST OF ANNEXURE (COMMERCIAL)**
- SECTION – IV : TECHNICAL SPECIFICATION**

PART – II PRICE BID.



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

TENDER NOTICE NO. 55 /2009-2010

For and on behalf of ORISSA POWER TRANSMISSION CORPORATION LTD., Sr. G.M. [C.P.C.] invites Tenders from reputed manufacturers or their authorized dealers for supply of EHV grade Naphthenic Base(i.e Naphthenic Content in oil will be more than 40% & Paraffinic content will be less than 56%) Transformer oil (**500 K.L.**). Tender papers shall be sold from **25.2.2010 to 25.3.2010**. Interested manufacturers may visit OPTCL's official web site <http://www.optcl.co.in> for detail specification.

SR. GENERAL MANAGER [C.P.C.]



NOTICE INVITING TENDER
ORISSA POWER TRANSMISSION CORPORATION LTD.,
REGD. OFFICE: JANPATH, BHUBANESWAR – 751 022,
ORISSA, INDIA.
TENDER NOTICE NO. 55 /2009-2010

For and on behalf of the ORISSA POWER TRANSMISSION CORPORATION LTD., the undersigned invites bids under two-part bidding system in double-sealed cover, duly superscribed with tender specification number and date of opening, from manufacturers or their authorized dealers for supply of EHV Grade Transformer Oil as required under the following specifications.

<i>Sl. No</i>	<i>Tender Specification No.</i>	<i>Description of materials.</i>	<i>Quantity In Nos.</i>	<i>Earnest Money Deposit (In Rs.)</i>	<i>Cost of Tender Spec. document</i>	<i>Last date of receipt & opening of tender</i>
1.	Sr.G.M. CPC- (O&M)- OIL-103 /2009-10	EHV Grade Transformer Oil (Naphthenic Base i.e Naphthenic Content in oil will be more than 40% & Paraffinic content will be less than 56%)	500 K.L.	3,75,000/-	Rs10,000/- +Rs 400/- (VAT)	25.3.2010 Upto 1.00 PM & opening at 03.30 PM

The tender specification documents can be had from the office of the undersigned on payment of non-refundable cost of tender specification documents in the shape of cash from **10 A.M. to 1 P.M.** during **25.2.2010 to 25.3.2010** (both days inclusive) on any working day either in person or by remitting demand draft payable to Drawing & Disbursing Officer, ORISSA POWER TRANSMISSION CORPORATION LTD., Regd. Office: Janpath, Bhubaneswar- 751 022. No tender documents will be sold on any other day except as indicated.

The specification can also be down loaded from OPTCL'S official web site and the same may be submitted alongwith the cost of tender document by way of demand draft/pay order payable to D.D.O. OPTCL Ltd. Janapath, Bhubaneswar at the time of submission of tender document. In case any deviation is found in the tender document submitted by the tenderer from the content mentioned in our web site and/or non-submission of the cost of tender documents, the tender shall

liable to be rejected at any stage of the contract. The tenderer has to indemnify OPTCL for any loss accruing due to such alteration in the terms and conditions of the tender document &/or for such alternation, resulting, in the cancellation of the contract.

The intending bidders, who want to get a copy of the tender specification document by post, are required to deposit an additional amount of Rs.100/- (Rupees one hundred) only over and above the cost of the tender specification, mentioned against each under heading "Cost of tender specification". Complete bids for different items will be received **upto 1.00 P.M. only and the same will be opened at 03.30 P.M.** on the date mentioned in the notice inviting tender. Date and time of opening of price bids shall be intimated to the techno-commercially responsive bidders only. In the event of any specified date for the sale, submission or opening of bids being declared a holiday for purchaser, the bids will be sold/ received/ opened upto the appointed times on the next working day. Only one representative of each bidder will be allowed to participate in the bid opening with valid identification certificate. OPTCL also reserves the right to accept or reject any or all tenders without assigning any reasons thereof, if the situation so warrants. OPTCL shall not be responsible for any postal delay at any stage.

Minimum qualification criteria of bidders:

As stipulated in Section-II, Part-1(GTCC)of the tender specification.

**SR. GENERAL MANAGER
CENTRAL PROCUREMENT CELL**

PART – I.

SECTION – I.

INSTRUCTIONS TO TENDERERS **TABLE OF CONTENTS**

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

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

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

SECTION – III.

LIST OF ANNEXURES

A	Name of Annexures	Page.
Annexure-I	Declaration form.	31
Annexure – II	Abstract of terms and conditions to accompany Section-II of Part-I	32
Annexure-III	Schedule of Quantity & Delivery	33
Annexure – IV	Abstract of Price component. (to accompany part-II of the Bid.)	34
Annexure – V	Schedule of prices to accompany Part – II of the bid	35
Annexure – VI	Bank Guarantee for E.M.D.	36
Annexure – VII	Composite Bank Guarantee for Security deposit, payment & performance.	39
Annexure –VIII	Chart showing particulars of E.M.D. furnishable by tenderers.	42
Annexure –IX	Data on experience.	43

PART – II [PRICE BID]

- | | | |
|----|---|---------|
| 1. | PRICE. | Page-44 |
| 2. | Insurance. | Page-44 |
| 3. | Certificate for exemption from Excise duty/Sales Tax. | Page-44 |
| 4. | Proper Filling up of the Price Schedule. | Page-44 |
| 5. | Nature of Price. | Page-44 |

SECTION – IV.

TECHNICAL SPECIFICATION.

(Page45 to 54)

COMMERCIAL SPECIFICATION.
PART-I
SECTION-I
INSTRUCTIONS TO TENDERER

1. **Submission of Bids: -**

Sealed tenders in triplicate on two part bid basis, each complete in all respects, in the manner hereinafter specified are to be submitted in the office of Sr.General Manager [Central Procurement cell], OPTCL, Bhubaneswar on or before the date and time specified against the relevant tender Specification in the notice inviting the tenders. Each copy of the bids [Original, duplicate and triplicate] shall be in separate double sealed envelopes, superscribed on each of the covers, the relevant tender specification number and the due date of opening of the bids on the right hand top side of the envelopes. On the left topsides, original/duplicate/triplicate as is relevant, shall be written. The participants to the tender should be registered under Orissa Sales Tax Act (VAT)/ Central Sales Tax Act.

2. **Division of Specification.**

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

Part-I Consists of

[i] Section-I	Instruction to Tenderers.
[ii] Section-II (Commercial)	General terms & conditions of Contract
[iii] Section-III	Schedules and forms etc.
[iv] Section-IV	Technical Specification.

Part-II Consists of

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

[ii] Schedule of prices as per Annexure-V

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

The Tenderers are required to submit the tenders in two parts each in separate double sealed covers. Part-I shall be superscribed as “E.M.D”, technical and commercial and Part-II shall be superscribed as “Price Bid”

4. **Opening of Bids.**

[a] **The part-I shall be opened in the Office of the Senior General Manager [Central Procurement Cell] in presence of such of the Tenderers or their authorized representatives [limited to one person only] on the due date of opening of tender. After**

scrutiny of the technical particulars and other commercial terms, clarifications, if required, shall be sought for from the bidders. The Tenderers shall be allowed 15 days time for such activity.

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

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

- [c] When the revised price proposals are received, the original price proposals will be returned to the bidders unopened along with their original technical proposals. Only the revised technical and price proposals will be considered for bid evaluation. The price bids [Part-II] of such of the Tenderers, whose tenders have been found to be technically and commercially acceptable, including those supplementary revised price bids, submitted subsequently, shall be opened in the presence of the bidder's representative on a date and time which will be intimated to all technically and commercially acceptable Tenderers.

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

- [e] The bidders are also required to furnish details of availability of appropriate technical staff and capability to perform after sales services. The above information shall be considered during scrutiny and evaluation of bids and any bid which does not satisfactorily meet these requirements, shall not be considered for price bid evaluation.

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

5 Purchaser's Right Regarding Alteration of Quantities Tendered:

The Purchaser may alter the quantities of materials/equipment at the time of placing orders. Initially the purchaser may place orders for lesser quantity with full freedom to place extension orders for further quantity under similar terms and conditions of the original orders. Orders may

also be split among more than one tenderer for any particular item, if considered necessary in the interest of the Purchaser to get the goods/equipment earlier.

6. **Procedure and opening time of tenders.**

Tenders will be opened in the office of the Senior General Manager [C.P.C.] on the specified date and time in presence of such 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. The Senior General manager [C.P.C.] or his authorized representatives will, on opening each bid, read aloud the name of the bidder. He shall also read aloud the attested and unattested corrections and shall record the number of such corrections on each page of the Technical Bid over his dated initials and also initial all such corrections.

7. **Bidder's Liberty to deviate from Specification.**

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

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

Only those manufacturers who have deposited the cost of tender specification are eligible to participate in the tender. They should submit the money receipt as a proof of such payment. Further, the tender specification can also be downloaded from OPTCL's website and the cost of tender specification, in such a case, shall have to be remitted alongwith the submission of tender papers. Tenders submitted by others will be rejected. Also tender specification downloaded from OPTCL website may not be taken as 100% correct due to website technical difficulties. So it is advisable to purchase hard copies from the office of the Sr. General Manager (C.P.C.), OPTCL Bhubaneswar.

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 person or by Registered Post with AD. Any other means of delivery shall not be accepted. When delivered in person, the tenders shall be received by a responsible officer of the office of the Senior General Manager [C.P.C.], OPTCL who shall

officially acknowledge the receipt of the same. Tenders received after due date and time shall be returned un-opened.

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

11. **Earnest money deposit:**

The tender shall be accompanied by Earnest Money deposit of value specified in the notice inviting tenders against each lot/bid.. Tenders without the required EMD as indicated at **Annexure-X** will be rejected outright and their Part-II envelope will be returned to them, unopened.

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

- (a) **Cash:-** Payable to drawing & disbursing Officer, OPTCL (Hd.qrs. Office), Bhubaneswar - 751022
- (b) **Bank Draft:** -To be drawn in favour of Drawing & Disbursing Officer, OPTCL [H.Qrs.Office], Bhubaneswar-751 022.
- (c) Bank Guarantee from any Nationalized/Scheduled Bank strictly as per enclosed proforma vide **Annexure-VI** to be executed on non-judicial stamp paper worth Rs.29.00 or as applicable, as per prevailing laws in force and also to be accompanied by the confirmation letter of the issuing Bank Branch.
- (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 atleast for **240 days** from the date of opening of tender failing which the tender will be liable for rejection.
- (ii) No interest shall be paid on the Earnest Money Deposit.
- (iii) **E.M.D. in shape of cash may be submitted upto 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 ORISSA POWER TRANSMISSION CORPORATION LTD..
- (v) The chart showing particulars of EMD to be furnished by Tenderers is placed at **Annexure-IX.**

- (vi) In the case of un- successful tenderer, the EMD will be refunded after the tender is decided. In the case of successful Tenderer, this will be refunded only after furnishing of security money referred to at **clause-19 of Section-II**. Suits, if any, arising out of this clause shall be filed in a Court of law to which the jurisdiction of High Court of Orissa extends.
- (vii) EMD will be forfeited if the tenderer fails to accept the letter of intent and/or purchase order issued in his favour or to execute the order, placed on them.
- (viii) **Tenders not accompanied by Earnest Money shall be disqualified.**

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

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

13. **PRICE: -**

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

14. **Revision of tender price by Bidders: -**

- [a] After opening of tenders and within the validity of period, no reduction or enhancement in price will be entertained. If there is any change in price, the tender shall stand rejected and the EMD deposited shall be forfeited.
- [b] If required, the tenderers may be asked to extend the validity period of bids under the same terms and conditions as per the original tender except for the change in delivery period. In such an event, the Tenderers are free to change any or all conditions of their bids including price at their own risk.

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

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

16. **Documents to Accompany Bids.**

Tenderers are required to submit tenders in the following manner:

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

- [i] Declaration Form. [As per **Annexure-I**]
- [ii] Earnest Money. [**As per Annexure-IX**]

- [iii] Technical specification and Guaranteed Technical Particulars conforming to the Purchaser's Specification alongwith drawings, literatures and all other required Annexures, duly filled in.
- [iv] Photostat copies of type test certificates of materials/equipments offered as stipulated in the Technical Specification.
- [v] Abstract of Terms & conditions in prescribed proforma as per **Annexure-II**.
- [vi] General Terms & Conditions of supply offer as per Section-II of the Specification.
- [vii] List of orders executed for similar materials/equipments during preceding five years indicating the customer's name, Purchase Order No. & Date, date of supply and date of commissioning etc.
- [viii] Data on past experience **as per Clause-7 of Section-II** of the Specification.
- [ix] Sales tax clearance certificate for the previous year. The permanent account number [PAN] of the firm is required under Income tax Act.
- [x] Balance sheet & profit loss accounts for the previous three years of the bidder duly certified by Chartered Accountant.
- [xi] Schedule of quantity and delivery in the prescribed Proforma vide **Annexure-III**.
- [xii] List of Orders in hand to be executed.

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

(a) **Part – II of the tender shall consist of the following**

- (i) Abstract of Price Component, as per **Annexure-IV**
- (ii) Schedule of prices in the prescribed proforma as per **Annexure-V**

18. **Conditional Offer**

Conditional offer shall not be accepted .

19. **General: -**

- (i) Over writing shall be avoided.
- (ii) Erasures and other changes shall bear the dated initial of the person signing the tender.
- (iii) 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.
- (iv) For evaluation, the price mentioned in words shall be taken if there is any difference in figures and words in the price bid.
- (v) Notice inviting tender shall form part of this specification.
- (vi) The price bids of the technically and otherwise acceptable bids shall only be evaluated. The price bids of other along with EMD, if any, shall be returned to the bidders un-opened.

(vii) Tenderer can offer for Lot-I or Lot-II or for both lot-I & Lot-II of the tender if there are any lots. But the tender (bid) must be furnished separately for both Lot-I & Lot-II. For both Lot-I & Lot-II, the tenderer has to submit PART-I & PART-II of the bids separately.

(viii) It should be distinctly understood that the part-II of the bid shall contain only details/documents relating to price, as outlined in clause-17 mentioned herein above. Inclusion of any of the documents/information etc. shall render the bid liable for rejection.

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 materials/equipments as per the specification at the consignee's site, and rendering services in accordance with the enclosed technical specification and bill of quantity.

2.0 **Definition of terms:**

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

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

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

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

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

2.5 "Equipment"/ "Material" 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, excise duty, sales tax, Entry tax and any other taxes and duties as applicable at the time of opening of the bid.

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

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

2.9 "Month" shall mean "Calendar month".

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

3. **Manner of execution:**

All equipments 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 equipments 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 contractor’s premises. Such inspection, examination and testing shall not release the supplier from his obligations under the contract.
- [ii] The Contractor/Supplier shall give to the purchaser adequate time/notice (at least clear **15 days** for inside the state suppliers and **20 days** for outside the state suppliers) in writing for inspection of materials indicating the place at which the equipment is ready for testing and inspection and shall also furnish the shop Routine Test Certificate, Calibration certificates of Testing instruments calibrated in Govt. approved laboratory with authenticity letter of that laboratory alongwith the offer for inspection. A packing list alongwith the offer indicating the quantity which can be delivered in full truck load/Mini truck load to facilitate issue of dispatch instruction shall also be furnished.
- [iii] Where the contract provides for test at the Premises of the supplier or any of his sub-vendors, the supplier shall provide such assistance, labour, materials, electricity, fuel and instruments, as may be required or as may be reasonably demanded by the Purchaser’s

representative to carryout such tests efficiently. The supplier is required to produce shop routine test Certificate, calibration certificates of Testing Instruments before offering their materials/equipment for inspection & testing. The test house/laboratory where tests are to be carried out must be approved by the Govt. A letter pertaining to Govt. approved laboratory must be furnished to the purchaser alongwith 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 atleast five copies of the test certificate to the Purchaser.
- [v] The Purchaser has the right to have the tests carried out at his own cost by an independent agency whenever there is dispute regarding the quality of supply.

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 it's proper operation and maintenance in service, wherein it is thought necessary by the purchaser.

6. **Rejection of Materials.**

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

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

7. **Experience of Bidders:**

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

- [i] Name of the manufacturer:
- ii] Standing of the firm and experience in manufacture of equipment/material quoted:
- [iii] Description of equipment/material similar to that quoted, supplied and installed during the last three years with the name(s) of the Organisations to whom supplies were made wherein, at least one (1) certificate shall be from a state/central P.S.U.
- [iv] Details as to where installed etc.
- [v] Testing facilities at manufacturer's works.
- [vi] If the manufacturer is having collaboration with another firm [s], details regarding the same.
- [vii] **A list of purchase orders of identical material/equipments offered as per technical specification executed during the last three years alongwith users certificate. User's certificate shall be legible and must indicate, user's name, address, designation, place of use, and satisfactory performance of the equipment/materials for at least three years from the date of commissioning; Wherein at least one (1) certificate shall be from a State/Central or P.S.U.**

Bids will not be considered if the past manufacturing experience is found to be unsatisfactory or is of less than 2 (two) years on the date of opening of the bid and bids not accompany user's certificate will be outrightly rejected.

8. **Language and measures:**

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

9. **Deviation from specification:**

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

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

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

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

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

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

12. **Patent rights Etc.**

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

13. **Delivery:-**

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

[b] The desired delivery period shall be as indicated at **Schedule-1 of Section-IV (Technical Specification).**

14. **Despatch instructions.**

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

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

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

The Purchaser shall have no responsibility on this account.

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

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

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

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

[ii] In the event, Purchaser terminates the contract in whole or in part as provided in **Clause-15 (i)** of this section, the Purchaser reserves the right to purchase upon such terms and in such a manner as he may deem appropriate in relation to the equipment/material similar to that terminated and the supplier will be liable to the Purchaser for any additional costs for such similar equipment/material and/or for penalty for delay as defined in **clause-22** of this section until such reasonable time as may be required for the final supply of equipment.

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

16 **Force Majeure:**

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

17. **Extension of time:-**

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

18. **Guarantee period: -**

[i] The stores covered by this specification should be guaranteed for satisfactory operation and against defects in design, materials and workmanship for a period of at least 18 [eighteen] months from the last date of delivery or 12 [twelve] months from the date of commissioning whichever is earlier. 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. The above guarantee certificate shall be furnished in triplicate to the purchaser for his approval.

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

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

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

A Composite Bank Guarantee as per the Proforma enclosed at Annexure-VII of the specification for 10% [ten percent] of the total FORD cost of the purchase order, shall be furnished from any nationalized/scheduled bank having a place of business at Bhubaneswar, to the office of Sr.General Manager [Central Procurement Cell] OPTCL within 15 days from the date of issue of the purchase order,. The BG shall be executed on non judicial stamp paper worth of Rs.29.00 [Rupees twenty nine] only or as per the prevalent rules, valid for a period of 20 months from the last date of stipulated delivery period, for scrutiny and acceptance, failing which the supply order will be liable for cancellation without any further written notices. The BG should be accompanied by a confirmation letter from the concerned bank and should have provision for encashment at Bhubaneswar, before the Bank Guarantee is accepted and all concerned intimated.

(ii) No interest is payable on any kind of Bank Guarantee.

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

20. Import License

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

21. (A) Terms of Payment.

(i) 100% value of each consignment with 100% Excise duty, Entry Tax, if any, and sales tax in full as applicable along with freight & Insurance charges will be paid on receipt of materials in good condition at stores/desired site and verification thereof, subject to furnishing and approval of Composite Bank Guarantee at the rate of 10% (Ten percent) of the cost of supplied materials, as stipulated under **clause-19** of this specification & on prior approval of guarantee certificate & Test certificate by the Purchaser.

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

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

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

22. Penalty for Delay in Completion of Contract

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

II) If the Supplier fails to rectify /replace the equipment/material within 30 days from the date of intimation of the defect, so noticed by the purchaser within the guarantee period then the penalty for sum of one half of the one percent (0.5%) of the total Purchase order amount for each calendar week

of delay shall be recovered by the purchaser within the guarantee period. For this purpose, penalty date will start from the 30th. day from the date of issue of letter on defectiveness of equipment/material, so supplied, by the purchaser. The total amount of penalty in this case shall not exceed 10% (TEN PERCENT) of the purchase order amount. The purchase order amount shall mean ex-works price + freight & insurance and all taxes & duties. If the defects so intimated will not be rectified by the supplier within the guarantee period, then whole of the B.G. will be forfeited by the purchaser, without any intimation to the Supplier.

23. Insurance

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

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

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

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

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

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

27. Supplier's Responsibility.

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

28. **Validity**

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

29. **EVALUATION.**

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

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

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

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

30. **Minimum Qualification Criteria of Bidders.**

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

- i) The bidder shall be a manufacturer or authorized dealer having supply experience of the offered / quoted materials for a minimum period of **two years** as on the date of

opening of the tender. The materials /equipments offered shall be in conformity with this tender specification & shall have been type tested within five years preceding to the date of tender opening.

- ii) To conduct tests (as indicated in this specification) for product offered, the bidder/manufacturer shall have adequate facilities in his work or shall arrange such tests in other Govt. recognized laboratories/institutions. The bidder shall indicate clearly where he proposes to conduct tests for the products offered by them. The bid shall include complete details of testing facilities available at the manufacturers work with details of equipment/instrument range, make, accuracy class, voltage class current rating available for testing of the equipments/materials, with details of calibration of the equipments, authenticity of the test house.
- iii) Documents in support of the above claim (from item 1 to 2) must be furnished alongwith the bid.
- iv) Notwithstanding anything stated above, the purchaser reserves the right to assess Bidder's capability & capacity to performance the contract should circumstances warrant such an assessment in the overall interest of the purchaser.

Bids not fulfilling these criteria are liable for rejection.

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

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

32. **Correspondences.**

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

33. **Official Address of the Parties to the Contract**

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

- [i] **Purchaser:** Senior General Manager(CPC) OPTCL

Bhubaneswar-751022 (Orissa)

Telephone No. 0674 - 2541801

FAX No. 0674 - 2542964

- [ii] **Supplier:** Address
Telephone No.
Fax No.

34. Outright Rejection of Tenders

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

- [i] The Tenderer should have purchased/obtained the Bid specification document from the office of the Purchaser or downloaded the same from website of OPTCL, but shall deposit the tender cost, while submitting the tender.
- [ii] The Tender shall be submitted in person or by Registered Post with A.D.
- [iii] The Tender shall not be submitted telegraphically or by FAX.
- [iv] The Tender shall be accompanied by the prescribed Earnest Money deposit .
- [v] The Tender shall be kept valid for a minimum period of **180 days** from the date of opening of tender.
- [vi] The Tender shall be submitted in two parts as specified.
- [vii] The Tenders shall be accompanied by a list of major supplies effected prior to the date of opening of tender. Data of at least **2(two)** years shall be furnished.
- [viii] Tender shall be accompanied by Photostat copy of latest type test certificates (where type tests have not been specifically indicated in the specification, then test certificates for all the tests indicated in the specification) for the tests carried out on prototype materials or equipment being offered. Such type test shall have been conducted in a Govt. approved laboratory/ CPRI in presence of any Govt. organization's representatives within the **last 5 years** from the date of opening of this tender.
- [ix] The schedule of prices should be filled up fully to indicate the break-up of the prices including taxes and duties. Incomplete submission of this schedule will make the tender liable for rejection. **Vide Clause-4(ii) of Part-II(Price Bid).**
- [x] The Tenderer should quote **FIRM price** only and the price should be kept valid for a minimum period of **180** days from the date of opening of the tender.
- (xi) Tender shall be accompanied by legibly written user's certificate to prove the satisfactory operation of the offered equipments/materials for a minimum period **of 2 years** from the date of commissioning /use as per the tender specification. User's certificate shall include the detailed address of the user with Equipment/Material Name and type as per this specification, number of years of satisfactory use/operation & date of issue of this user's

certificate with official seal written in English only & clearly visible must be furnished. **At least one of the user's certificates shall be from state or Central Govt. or their Undertakings.**

(xii) Guaranteed Technical particulars in full, Abstract of terms and Conditions.

35. Documents to be treated as confidential.

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

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

SECTION – III

[LIST OF ANNEXURES]

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

1	Declaration form	ANNEXURE-I
2	Abstract of terms and conditions to accompany Section-II of Part-I of the Bid.	ANNEXURE-II
3	Schedule of Quantity and Delivery	ANNEXURE-III
4	Abstract of price component [to accompany Part-II Price Bid]	ANNEXURE-IV
5	Schedule of prices to accompany Part-II Price Bid.	ANNEXURE-V
6	Bank Guarantee form for earnest money deposit	ANNEXURE-VI
7	Composite Bank Guarantee form for security deposit, payment and performance	ANNEXURE-VII
8.	Chart showing particulars of E.M.D. applicable for tenders .	ANNEXURE –VIII
9.	Data on Experience.	ANNEXURE –IX

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

1	(a) OPTCL Money Receipt No. & Date towards purchase of Tender. (b) Earnest money furnished. (A) Bank Guarantee, (B) Bank Draft.	
2	Manufacturer's supply experience including user's certificate furnished or not.[As per clause No.7 of Section-II.]	Yes/No
3	Deviations to the specification if any[list enclosed or not] [As per clause-9 of the Section-II] (a) Commercial (b) Technical.	Yes/No Yes/No
4	Delivery(Period in months from the date of placement of Purchase order)	
5	Guarantee:- Whether agreeable to OPTCL's terms. [As per clause-18 of Section-II]	Yes/No
6	Whether agreeable to furnish Composite B.G. in case his tender be successful [As per clause-19 of Section-II]	Yes/No
7.	Terms of payment:- Whether agreeable to OPTCL's terms or not [As per clause-21 of Section-II]	Yes/No.
8.	Nature of price:- Firm	Yes/No
9.	Penalty:- Whether agreeable to OPTCL's terms or not (As per clause-22 of Section-II)	Yes/No
10.	Whether ITCC/STCC/ P&L A/C, Balance Sheet for the required period are furnished as per clause-25 of Section-II	Yes/No
11.	Validity: - Whether agreeable to OPTCL's terms or not [As per clause-28 of Section-II]	Yes/No
12.	Whether recent type test certificates from any Government approved laboratory is furnished or not. [As per clause-34[viii] of section-II]	Yes/No
13.	Whether guaranteed technical particulars in complete shape are furnished or not	Yes/No
14.	Whether dimensional design/drawings furnished or not	Yes/No
15.	Whether materials are ISI/ISO marked.	Yes/No
16.	Manufacturer's name and it's trademark.	Yes/No
17.	Whether registered under Orissa Sales Tax Act. 1947	Yes/No
18.	Whether declaration form duly filled in furnished or not.	Yes/No.

Place: -

Date: -

**Signature of the Tenderer
with seal of the company**

ANNEXURE-III
SCHEDULE OF QUANTITY AND DELIVERY
(To be filled up by the tenderer)

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

Place:

Date:

Signature of Tenderer
with seal of Company

ANNEXURE-IV

ABSTRACT OF PRICE COMPONENT [TO ACCOMPANY PRICE BID]

1	Price basis	F.O.R. Purchaser's destination Stores/site.
2	Packing & forwarding	
3	Rate of Insurance charges	
4	Rate of Freight charges	
5	Rate of excise duty	
6	Rate of sales Tax	
7	Rate of other taxes/levies /duties etc.	
8	Rate of entry tax.	
9	Nature of price.	FIRM for four months from the date of opening of tender.

Place

Date:

**Signature of Tenderer
With seal of company**

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

ANNEXURE-V

SCHEDULE OF PRICES

TENDER SPECIFICATION NO.

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

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

Signature of Tenderer
Name, Designation and Seal

NB: -

1. The tenderer should fill up the schedule of Price 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. In case, where F&I components are not specifically indicated in this schedule, 5% of the ex-works price shall be taken towards F&I components for the purpose of comparison of price.
3. The Tenderer shall certify in the price bid that MODVAT benefit, if any, has been fully passed on to the purchaser while quoting the tender price.
4. Conditional offers will not be acceptable.
5. The bidder is to clearly indicate the period up to which the tax holidays are available to them.
6. Price bid in any other format will not be acceptable and the offer will be rejected.
7. Test charges (Routine&type) if any, mandatory spares, maintenance equipment charges if any, supervisory charges (in case of equipment tender, indicate no. of Man days required for supervision of erection & commissioning per equipment with supervision charges per day),training charges for training to OPTCL personel if any, shall be indicated separately, row-wise & with all taxes & duties (if Any).
8. All the above charges will be taken into account, during bid price evaluation.

ANNEXURE-VI

PROFORMA FOR BANK GUARANTEE FORM FOR EARNEST MONEY DEPOSIT

- Ref _____ Date _____ Bank Guarantee No: _____
- 1 In accordance with invitation to Bid No. _____ Dated _____ of ORISSA POWER TRANSMISSION CORPORATION LTD. [OPTCL][herein after referred to as the OPTCL for the purchase of _____ Messers _____ Address _____ _____ wish/wished to participate in the said tender and as a Bank Guarantee for the sum of Rs. _____ [Rupees _____ Valid for a period of 240 days [Two hundred forty days] is required to be submitted by the Tenderer. _____ We _____ the _____ [Indicate the Name of the Bank] [Hereinafter referred to as 'the Bank'] at the request of M/S _____ [Herein after referred to as supplier (s)] do hereby unequivocally and unconditionally guarantee and undertake to pay during the above said period, on written request by the Sr. General Manager [Procurement] ORISSA POWER TRANSMISSION CORPORATION LTD. _____ [Indicate designation of the purchaser] an amount not exceeding Rs. _____ to the OPTCL, without any reservation. The guarantee would remain valid up to 4.00 PM of _____ [date] and if any further extension to this is required, the same will be extended on receiving instructions from the _____ on whose behalf this guarantee has been issued.
2. We the _____ do hereby, further undertake [Indicate the name of the bank]

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

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

4. We, the _____ further agree that the guarantee

[Indicate the Name of the Bank]

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

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

5. We, the _____ further agree with the OPTCL that

[Indicate the name of the Bank]

the OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time of performance by the said Supplier [s] from time to time or to postpone for any time or from time to time any of the powers exercisable by the OPTCL against the said supplier [s] and to forbear or enforce any of the terms and conditions relating to the said bid and we shall not be relieved from our liability by reason of any such variation,

postponement or extension being granted to the said Supplier [s] or for any forbearance act or omission on the part of the OPTCL or any indulgence by the OPTCL to the said Supplier[s] or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

2. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the supplier [s].
3. We, _____ lastly undertake not revoke this
[Indicate the name of the Bank]
Guarantee during its currency except with the previous consent of the OPTCL in writing.
8. We the _____ Bank further agree that this guarantee shall also be invokable at our place of business at Bhubaneswar in the state of Orissa.

Dated _____ Day of _____

Witness ((Signature, names & address)

1.

2

For _____
[Indicate the name of Bank]

ANNEXURE-VII

PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT PAYMENT AND PERFORMANCE

This Guarantee Bond is executed this _____ day
of _____ 2010 by us the _____ Bank
at _____

P.O. _____ P.S. _____

District _____ State _____

1. WHEREAS the ORISSA POWER TRANSMISSION CORPORATION LTD., a body corporate constituted under the Electricity [supply] Act1948 [hereinafter called “the OPTCL” has placed orders No. _____ Date _____ [hereinafter called “The Agreement”] on M/s. _____ [hereinafter called “The Supplier”] for supply of materials.

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

WHEREAS the OPTCL has agreed [1] to exempt the supplier from making payment of Security [2] to release 100% payment of the cost of materials as per the said agreement and [3] to exempt from performance guarantee on furnishing by the Supplier to the OPTCL, a Composite bank Guarantee of the value of 10 % [ten percent]/7.5%[seven and half percent] of the contract price of the said agreement.

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

2. We the (_____ Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand

from the OPTCL stating that the amount claimed is due by way of loss or damage caused to or suffered by the OPTCL by reason of any breach by the said Supplier [s] of any of the terms or conditions, contained in the said agreement or by reason of the supplier's failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____

[Rupees _____]

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

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

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

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

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

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

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

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

Date at _____ the, _____ day of _____ Two thousand _____

For _____
[Indicate the name of the bank]

8. We the _____ Bank further agree that this guarantee shall also be invocable at our place of business at Bhubaneswar in the state of Orissa.

Witness (Name, Signature & Address)

1.

2.

For _____
[Indicate the name of Bank]

ANNEXURE-VIII

CHART SHOWING PARTICULARS OF EARNEST MONEY DEPOSIT FURNISHABLE BY TENDERERS

1.	All the inside & outside state units.	The amount of EMD as specified in the specification/Tender Notice in shape of Bank Guarantee or Cash/DD.
----	---------------------------------------	--

NB: - REFUND OF E.M.D.

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

ANNEXURE-IX
DATA ON EXPERIENCE

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

Place:

Date:

Signature of tenderer

Name, Designation, Seal

PART – II **PRICE BID**

1. **PRICE:**

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

2. **INSURANCE :**

Insurance of stores 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 Stores at destination in good condition rests with the Supplier. Any claim with the Insurance Company or Transport agency arising due to loss or damage in transit has to be settled by the Supplier. The Supplier shall undertake free replacement of equipments/materials damaged or lost which will be reported by the Consignee within 30 days of receipt of the equipments/materials at Destination without awaiting for the settlement of their claims with the carriers and underwriters.

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

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

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

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

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

The nature of price indicated in the Clause-13, Section – I of PART –I of the Specification shall be final and binding & no correspondence shall be made/entertained in this regard.

SECTION – IV

TECHNICAL SPECIFICATION FOR EHV GRADE TRANSFORMER OIL

1. TECHNICAL SPECIFICATION
2. GUARANTEED TECHNICAL PARTICULARS.
3. SCHEDULE OF REQUIREMENTS AND DESIRED DELIVERY

SECTION-IV
TECHNICAL SPECIFICATION

Sl.No.	Item	Page
1.	Scope	47
2.	Description of materials	47
3.	Standards.	48
4.	Climatic conditions.	48
5.	Tests.	49
6.	Guaranteed Technical Particulars.	50
7.	Requirement of Transformer oil and desired period of delivery.	51
8.	Specific experience of supplier.	51
9.	Guarantee Technical particulars.	52
10.	Additional Technical Particulars.	53
11.	Schedule of quantity & Delivery.	54

SECTION – IV

TECHNICAL SPECIFICATION FOR EHV GRADE TRANSFORMER OIL. NAPHTHENIC BASE

1. SCOPE:-

This specification covers the manufacture, testing and delivery of EHV grade Transformer oil of Naphthenic Base(i.e Naphthenic Content in oil will be more than 40% & Paraffinic content will be less than 56%) in the state of Orissa.

2. DESCRIPTION OF MATERIALS:-

- 2.1 General: The oil shall be Naphthenic base(i.e Naphthenic Content in oil will be more than 40% & Paraffinic content will be less than 56%), uninhabited, free from antioxidant additives. It shall be pure hydro-carbon mineral oil, clean and sufficiently free from moisture or other foreign matter likely to impair its properties.
- 2.2 packing:- Supply shall be made in brand new non-returnable sealed drums of 200 Ltrs. Capacity, effectively sealed to exclude moisture and conforming to type 'A' or type 'B' to IS-1783/1983 and to the following requirements for transit by Road.
- (i) Thickness of steel sheet for body and ends of the drums shall be 1.25+/- 0.05mm
 - (ii) Body shall be single sealed and welded (Electric/G).
 - (iii) Bottom and top double sealed with body and the seams not welded.
 - (iv) No. additional reinforcing rings for top and bottom shall be provided.
 - (v) Two bungs shall be provided on the top of the drums, one small and the other large.
 - (vi) The drums shall be painted in the suppliers standard colour.
 - (vii) The drums shall have two corrugations on the body.
 - (viii) The drums shall have phosphate cooling epoxy lacquer from inside and resistance to insulating and arrangement for sealing in the cap seals.
 - (ix) The outside surface of the drum shall be coated with suitable primer and finishing paint or hot dip galvanized according to IS-4759 of 1979 for protection against atmospheric corrosion.

2.3 Marking of the drums:

- i) Manufacturer's name or trade mark.
- ii) Quantity in litres.
- iii) Gross and net weights
- iv) Name of materials.
- v) The word "**LOW VISCOSITY TYPE**"
- vi) Identification in code or otherwise to enable the date and lot of manufacture to be traced back to the factory records.
- vii) **OPTCL LTD.** P.O. No. & Date.
- viii) ISI certification mark.
- ix) Sl. No. of drum and batch reference.

3. **STANDARDS:**

The oil shall conform to IS-335 with its latest amendments; & other relevant standards pertaining to Naphthenic base oil & as per our scope as indicated above i.e Naphthenic Content in oil will be more than 40% & Paraffinic content will be less than 56%.

4. **CLIMATIC CONDITIONS:**

The equipments using such oil are expected to operate under the following climatic conditions.

- i) Maximum ambient air temperature: 45⁰C
- ii) Maximum daily average ambient air temperature: 35⁰ C
- iii) Maximum yearly average ambient air temperature 30⁰ C
- iv) Maximum temperature attainable by a body exposed to the sun 50⁰ C
- v) Minimum ambient air temperature 0⁰ C
- vi) Maximum relative humidity: 100%
- vii) Average number of thunder storm days per annum 70
- viii) Average number of rainy days per annum 120
- ix) Average annual rainfall per annum 150 cm
- x) Wind pressure 100Kg/M²
- xi) Altitude not exceeding 1000M
- xii) Degree of atmospheric pollution Polluted atmosphere.

5. TESTS:

5.1 Sampling- Sampling of oil shall be done in accordance with IS-6855/1973 and its latest amendments.

5.2 Characteristics and Methods of Test:- The following characteristics of the oil shall be determined by the test methods indicated against each.

Sl.No.	Characteristics	Method of test.
1.	2.	3.
1.	Appearance.	Shall be determined from a representative sample of the oil by examining a 100mm thick layer at 27 ⁰ C.
2.	Density at 29.5 ⁰ C	As prescribed in IS-1448 (P-16)/1990
3.	Kinametic Viscosity. a) At 27 ⁰ C maximum b) At sub-zero temperature.	As prescribed in IS-1448(P-25)/1976
4.	Interfacial tension at 27 ⁰ C minimum	As prescribed in IS-6104/1971
5.	Flash point Pen sky – marten (closed)	As prescribed in IS-1448(P-21)/1992
6.	Pour point (Maximum)	As prescribed in IS-1448 (P-10)/1970
7.	Neutralization value. (a) Total acidity (Maximum) (b) Inorganic acidity/alkalinity.	As prescribed in IS-1448 (P-2)/1967
8.	Corrosive sulphur (In terms of classification of copper)	As prescribed in Annex-B of IS-335/1993
9.	Electric strength (breakdown voltage)	As prescribed in IS-6792/1992
10.	Dielectric dissipation Factor (tan delta)	As prescribed in IS- 6262/1971
11.	Specific resistance (resistively) (a) at 90 ⁰ C (b) at 27 ⁰ C	As prescribed in IS- 6103/1971
12.	Oxidation stability (a) Neutralization value after oxidation (b) Total sludge after oxidation	As prescribed in Annex-C of IS-335/1993
13.	Presence of oxidation inhibitor.	As prescribed in Appendix-D of IS-335/1983
14.	Water content (maximum)	As prescribed in Appendix –E.
15.	Base of oil.	Naphthenic Base.(Spectroscopic analysis)- as per CPRI procedure
16.	S.K Value	As per IS

- 5.3 Additional Requirement.:-
- (a) The oil shall also undergo oxidation ageing test with copper catalyst by open breaker method as per ASTM D – 1934 after which the following characteristics shall be determined as in 5.2 and results indicated for our consideration:
- i) Resistivity at (a) 90⁰ C
(b) 27⁰ C
- (ii) Dielectric dissipation factor at 90⁰C
- (iii) Total acidity,mg KOH/g
- (iv) Neutralization value
- (v) Total sludge value.
- (b) Dissolved Gas Analysis, base of oil , presence of P.C.B content & other tests as indicated above (Clause 5.2 & 5.3) are to be carried out on the sample collected by the purchaser's representative at any CPRI or any other Govt. approved standard laboratory **at Supplier's Cost in presence of Purchaser's representative.**
- 5.4 **General:** The above tests shall normally be conducted first at the supplier's works in presence of purchaser's authorized representative. If the test results are found satisfactory, the purchaser shall collect oil samples through his authorized representative & both the oil samples & the offered oil drums are then to be sealed in presence of purchaser's authorized representative . The sealed samples are then to be sent to CPRI, Bangalore or any other Govt. approved standard laboratory by the supplier for the tests as indicated above at the Supplier's cost in presence of Purchaser's representative. For this purpose, supplier shall arrange necessary dates in advance for carrying out tests at CPRI, Bangalore or any other Govt. approved standard laboratory ,immediately after the satisfactory tests at supplier's works. The materials shall be accepted only on receipt of satisfactory test results from CPRI or any other Govt. approved standard laboratory. The purchaser also reserves the right to have reasonable tests carried out at the time of receipt at OPTCL's stores/site.
- 5.5 **Rejection;** The transformer oil may be rejected at the discretion of the purchaser if the test results are not found satisfactory.
- 5.6 The bidders are requested to quote **FIRM** price only. Offer with variable price shall be rejected.
6. **GUARANTEED TECHNICAL PARTICULARS:**
Guaranteed technical particulars as per the proforma at appendix shall be furnished alongwith the tender failing which the tender may be liable for rejection.

7. REQUIREMENT OF TRANSFORMER OIL AND DESIRED PERIOD OF DELIVERY:

The approximate requirement of transformer oil and delivery schedule is furnished in **Schedule – I**

8. SPECIFIC EXPERIENCLE OF SUPPLIER:

8.1 A list with address of manufacturer of EHT transformer and switchgear of 132 KV class and above to whom the tenderer have supplied should be enclosed in the offer. The grade of transformer oil of the manufacture shall be furnished alongwith quantity and year of supply. This will be considered towards the experience of the manufacturer. Unless the tender is accompanied by such list, it is liable for rejection.

8.2 Manufacturer should furnish quality assurance plan in their tender showing different stages of manufacture with check points at each of manufacture.

APPENDIX
GUARANTEED TECHNICAL PARTICULARS
(METHOD FOR DETERMINATION AS IN PARA 5.2)

Sl. No.	Characteristics	Requirement	Offered by the tenderer.
1.	2.	3.	4.
1.	Appearance.	The oil shall be clear and transparent and free from suspended matter or sediments.	
2.	Density at 29.5 ⁰ C	0.89 G/cm ³	
3.	Kinametic Viscosity. At 27 ⁰ C maximum	27 Cst	
4.	Interfacial tension at 27 ⁰ C minimum	0.04 N/M	
5.	Flash point Pen sky – marten (closed) (Minimum)	140 ⁰ C	
6.	Pour point (Maximum)	-6 ⁰ C	
7.	Neutralization value. (a) Total acidity (Maximum) (b) Inorganic acidity/alkalinity.	0.03 mg. KOH/G Nil	
8.	Corrosive sulphur (In terms of classification of copper)	Non-corrosive.	
9.	Electric strength (a) (Breakdown voltage) minimum in 2.5mm gap. (b) After filtration (minimum) in 2.5mm gap.	30 KV (rms) for new unfiltered oil if the above value is not attained, the oil shall be filtered 60KV (rms.)	
10.	Dielectric dissipation Factor (tan delta) at 90 ⁰ C (Maximum)	0.002	
11.	Specific resistance (resistivity) (c) at 90 ⁰ C (Minimum) (d) at 27 ⁰ C (Minimum)	(a) 35x10 ¹² ohm-cm (b) 1500x 10 ¹² ohm-cm	
12.	Oxidation stability (a) Neutralization value after oxidation (Max.) (b) Total sludge after oxidation (Max.)	(a) 0.4 mg KOH/g (b) 0.10% by weight.	
13.	Presence of oxidation inhibitor percentage by weight.	The oil shall not contain antioxidant additives.	
14.	Water content (maximum)	50 PPM	
15.	S.K.Value.	< 5%	
16.	Naphthenic Content	More than 40%	
17.	Paraffinic content	Less than 56%	

ADDITIONAL TECHNICAL PARTICULARS FOR OILS

The oil shall be subjected to 'Oxidative ageing with copper catalyst 'By' open breaker method as per "ASTMD 1934" After the test, the following characteristics are to be determined.

Sl. No.	Characteristics	Method of test.	Offered by the tenderers.
1.	2.	3.	4.
1.	Resistively @ 90 ⁰ C (Min.)	0.2x10 ¹² ohm-cm	
2.	Resistively @ 27 ⁰ C (Min.)	2.5x10 ¹² ohm-cm	
3.	Dielectric dissipation factor (tan delta) at 90 ⁰ C (Max.)	0.20	
4.	Total acidity (Max.)	0.05 mg/KOH/gm.	
5.	Total sludge (Max.)	0.05 percent by weight.	

SCHEDULE-I

SCHEDULE OF REQUIREMENT AND DESIRED DELIVERY

Sl. No.	Description.	Quantity Required.	Desired delivery.	Destination.
1.	EHV Grade Naphthenic Base(i.e Naphthenic Content in oil will be more than 40% & Paraffinic content will be less than 56%)Transformer Oil	500 K.L.	Within 4 (four) Months from the date of the issue of the Purchase Order.	Any store of OPTCL within the state of Orissa