

**SECTION – III.**

**LIST OF ANNEXURES**

**[ I TO XII ]**

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**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	Abstract of terms and conditions to accompany Section-II of Part-I	ANNEXURE-II
3	Schedule of Quantity and Delivery	ANNEXURE-III
4	Abstract of price component [to accompany Part-II of this specification]	ANNEXURE-IV
5	Schedule of prices to accompany Part-II	ANNEXURE-V
6	Bank Guarantee form for earnest money deposit	ANNEXURE-VI
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**ANNEXURE - I**  
**DECLARATION FORM**

To

The Sr. General Manager (CPC)  
OPTCL Head Qrs.BBSR,751022

Sub:- Tender Specification No-\_\_\_\_\_

Sir,

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order failing which \*I/We clearly understand that the said letter of Intent/Purchase order will be liable to be withdrawn by the purchaser, and the EMD deposited by us shall be forfeited by OPTCL.

Signed this                      day of    2013

Yours faithfully

Signature of the Tenderer

with seal of the company

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

\* (Strikeout whichever is not applicable).

## ANNEXURE-II

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

1(a)	(a) The tenderer shall submit the bid in electronic mode only and shall submit the tender cost on or before the date and time of opening of technical bid. In case of local Micro and small Enterprises (MSEs) registered with respective DICs, Khadi, Village, Cottage & Handicrafts Industries, OSIC and NSIC participating in the tender they have to submit notarised hard copy of valid registration as local MSE as above on or before the date and time of opening of technical bid.  (b) Earnest money furnished.  <b>(A) Bank Guarantee, (B) Bank Draft.</b>	
2	Manufacturer's supply experience including user's certificate furnished or not. [As per clause No.7 of Section-II.]	Yes/No
3(a)	Deviations to the specification if any [list enclosed or not] Commercial [As per clause-9 of the Section-II]	Yes/No
3(b)	Deviations to the specification if any [list enclosed or not] Technical. [As per clause-9 of the Section-II]	Yes/No
4	<b>Delivery :-</b> Whether agreeable to OPTCL's desired delivery period as indicated at Appendix-I (Quantity & Delivery Schedule) of Section-IV (Technical Specification).	Yes/No
5	<b>Guarantee:-</b> 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.	<b>Terms of payment:-</b> 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.	<b>Penalty:-</b> Whether agreeable to OPTCL's terms or not (As per clause-22 of Section-II)	Yes/No
10.	Whether STCC/ P&L A/C, Balance Sheet for the required period are furnished as per clause-25 of Section-II	Yes/No

11.	<b>Validity:</b> - 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 are 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 ODISHA 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.NoI	Description of materials	Quantity required	Desired Delivery	Destination	Remarks.
1	2	3	4	5	6
1	SF6 GAS CYLINDERS (50KG)	53			

Place:

Signature of Tenderer

with seal of Company.

Date:

**ANNEXURE-IV**

**ABSTRACT OF PRICE COMPONENT [TO ACCOMPANY PRICEBID]**

1	Price basis	F.O.R. Purchaser's destination Stores/sites.
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.	Rate of Service Tax on supervision of erection testing and commissioning	
10.	Nature of price.	
11.	Whether MODVAT benefit if any, has been fully passed on to the purchaser.	Yes / No.

Place

Date:

Signature of Tenderer

With seal of company

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

**ANNEXURE-V.**

**SCHEDULE OF PRICES**

**TENDER SPECIFICATION No.**

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

Unit E.D.	Unit S.T.	Unit Entry Tax.	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 properly and in full **in Excel file in e-tender mode**. 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, if any, maintenance equipment charges, if any, as per Technical Specification, supervisory charges, if any, ( in case of equipments by taking 30 Man days) shall be indicated separately, row-wise.
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 ODISHA POWER TRANSMISSION CORPORATION LTD. [OPTCL][herein after referred to as the OPTCL for the purchase of \_\_\_\_\_ Messers \_\_\_\_\_ Address \_\_\_\_\_ \_\_\_\_\_ wish/wish ed 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] ODISHA 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 notwithstanding 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 Managing Director, ODISHA 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 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 or the supplier [s].

7. 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 invocable at our place of business at Bhubaneswar ( indicate the name of the branch)in the state of ODISHA.

Notwithstanding any thing contained here in.

1) Our liability under this bank guarantee shall not exceed Rs.------(Rupees-----).

2) The bank guarantee shall be valid up to dt.-----

3) We are liable to pay the guaranteed amount or any part there of under this bank guarantee only & only if you serve upon us at -----branch at Bhubaneswar a written claim or demand on or before dt.-----.

Dated \_\_\_\_\_ Day of \_\_\_\_\_

For \_\_\_\_\_

[Indicate the name of Bank]

Witness ((Signature, names & address)

1.

2.

**ANNEXURE-VII**

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

This Guarantee Bond is executed this \_\_\_\_\_ day  
of \_\_\_\_\_ 2012 by us the  
\_\_\_\_\_ Bank at \_\_\_\_\_  
P.O. \_\_\_\_\_ P.S. \_\_\_\_\_  
District \_\_\_\_\_ State \_\_\_\_\_

1. WHEREAS the ODISHA POWER TRANSMISSION CORPORATION LTD., a body corporate constituted under the Electricity Act, 2003 [hereinafter called "the OPTCL" which shall include its successors and assigns has placed orders No. \_\_\_\_\_ Date \_\_\_\_\_ [hereinafter called "The Agreement"] on M/s. \_\_\_\_\_ [hereinafter called "The Supplier"] which shall include its successors & assigns 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] 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, ODISHA 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.
8. We the \_\_\_\_\_ Bank further agree that this guarantee shall also be invocable at our place of business at Bhubaneswar ( indicate the name of the branch)in the state of ODISHA.

Notwithstanding any thing contained here in.

- 1) Our liability under this bank guarantee shall not exceed Rs.----- ( Rupees-----).
- 2) The bank guarantee shall be valid up to dt.-----
- 3) We are liable to pay the guaranteed amount or any part there of under this bank guarantee only & only if you serve upon us at -----branch at Bhubaneswar a written claim or demand on or before dt.-----.

Dated \_\_\_\_\_ Day of \_\_\_\_\_

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

Witness ((Signature, names & address)

1.

2.

**ANNEXURE-VIII**

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

1.	Central and State Government Undertakings	Exempted
2.	All other inside & 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 tenderers, the EMD will be refunded immediately after the tender is decided. In case of successful tenderer, this will be refunded only after furnishing of Composite Bank Guarantee referred to in clause No.19 of Section-II of this specification.

Suits, if any, arising out of EMD shall be filed in a court of law to which the jurisdiction of High Court of ODISHA extends.

[b] Earnest Money will be forfeited if the tenderer fails to accept the letter of intent/purchase order, issued in his favour or revises the bid price[ s] within the validity period of Bid.

**ANNEXURE-IX**

**DATA ON EXPERIENCE**

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

Place:

Date:

Signature of tenderer

Name, Designation, Seal



**ANNEXURE-X**

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

SL. No	Particulars	Quantity	Unit delivery rate	Total price

Place:

Date:

Signature of Tenderer

Name, Designation, Seal

**ANNEXURE-XI**

**SCHEDULE OF INSTALLATIONS.**

Rated MVA	Rated Voltage	Place of installation and complete address	postal address	Year of commissioning

Place: -

Date

Signature of Tenderer:

Name, Designation, Seal

## **ANNEXURE-XII(A)**

### **DEVIATION FROM SPECIFICATION (TECHNICAL)**

#### **Deviation from the condition of contract (Technical)**

The tenderer shall enter below, deviation if any, from the conditions of contract as herein.

Sl. No.	Clause No. of Specification	Particulars of deviation
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Date:

Place:

SIGNATURE OF TENDERER

NAME:

DESIGNATION:

(SEAL)

**ANNEXURE-XII(B)**

**DEVIATION FROM SPECIFICATION (COMMERCIAL)**

**Deviation from the condition of contract (commercial)**

The tenderer shall enter below, deviation if any, from the conditions of contract as herein.

Sl. No.	Clause No. of Specification	Particulars of deviation
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Date:

Place:

SIGNATURE OF TENDERER

NAME:

DESIGNATION:

(SEAL)