



ODISHA MINING CORPORATION LIMITED

(A GOLD CATEGORY STATE PSU)

Open Tender

Notice Inviting Tender (NIT)

For

**Design, Engineering, Supply, Erection, Testing
and Commissioning of 9 MVA Shell Type Furnace
Transformer for Sub Merged Electric Arc Furnace
of Ferrochrome Plant of OMC, at Jajpur Road,
Odisha, India.**

(Through e-tendering)

Bid document No: OMC/E-PROC/C&P/018/2026-27 Dated. 24/06/2026

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E-procurement notice

Bid document No.: OMC/E-PROC/C&P/018/2026-27 Dated. 24/06/2026

1	Name of the Work	Design, Engineering, Supply, Erection, Testing and Commissioning 9 MVA Shell Type Furnace Transformer for Sub Merged Electric Arc Furnace of Ferrochrome Plant OMC at Jajpur Road. (through e-tendering)
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 29/06/2026
3	Pre-bid meeting	Date: 06/07/2026; Time: 03:30 PM, Venue: Through VC
4	Bid Due Date	Date: 29/07/2026; Time: 03:00 PM
5	Opening of Techno-Commercial Bid	Date: 29/07/2026; Time: 05:00 PM
6	Opening of Price Bid	To be informed to the Techno-commercial Qualified Bidders

The details can be seen from the Tender Document available on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in) and on the website of OMC (www.omcltd.in). OMC reserves the right to reject any/ all the bids or to annul the bidding process without assigning any reason thereof.

Sd/-
Head (C&P)

Odisha Mining Corporation Ltd.
 (A Gold Category State PSU)
 Registered Office: OMC House, Bhubaneswar-751001
 Tel: 0674 2377307, 2377510

1. Schedule for the Tender

Sl. No.	Parameter	Name
1	Date of publication of NIT	Date: 29/06/2026
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 29/06/2026
3	Last date for sending queries to OMC	Date: 04/07/2026; Time: 05:00 PM; queries may be sent by email to: nihar.behara@odishamining.in sanjay.sahoo@odishamining.in cmc@odishamining.in
4	Pre-bid meeting	Date: 06/07/2026; Time: 03:30 PM, Venue: Through VC
5	Response to Pre-bid queries	Date: 08/07/2026
6	Bid Due Date	Date: 29/07/2026; Time: 03:00 PM
7	Opening of Techno-Commercial Bid	Date: 29/07/2026; Time: 05:00 PM
8	Opening of Price Bid	To be informed to the Technically Qualified Bidders by appropriate means

2. Data Sheet

Sl. No.	Parameter	Name
1	Name of tender	Design, Engineering, Supply, Erection, Testing and Commissioning of 9 MVA Shell Type Furnace Transformer for Sub Merged Electric Arc Furnace of Ferrochrome Plant OMC at Jajpur Road.
2	Type of tendering	Open tendering
3	Mode of tendering	E-tendering
4	E-tender site	www.tendersodisha.gov.in
5	Tender Paper Fee (non-refundable) including GST@18%	<p>INR 11,800/- (Rupees Eleven thousand eight hundred only), Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)</p> <p>N.B-1- Local Micro & Small manufacturing Enterprises registered in Odisha with respective DICs, Khadi, Village, Cottage and Handicraft Industries, OSIC & NSIC for similar category of manufacturing of Goods shall be exempted from payment of Tender Paper Fee. Bidders other than above category shall be required to submit Tender Paper Fee.</p> <p>N.B-2 – Tender Paper Fee exemption is not available to any Dealer/ Distributor/ Trader etc., who is not registered as a Manufacturer of similar category of Goods in Odisha.</p>
6	Earnest Money Deposit (EMD)	<p>INR 27,00,000/- (Rupees Twenty-Seven lakhs only) Payable online in the e-tender portal of Government of Odisha, (www.tendersodisha.gov.in)</p> <p>N.B-1- Local Micro & Small manufacturing Enterprises registered in Odisha with respective DICs, Khadi, Village, Cottage and Handicraft Industries, OSIC & NSIC for similar category of manufacturing of Goods shall be exempted from payment of EMD. Bidders other than above category shall be required to submit EMD.</p> <p>N.B-2 – EMD exemption is not available to any Dealer/ Distributor/ Trader etc., who is not registered as a Manufacturer of similar category of Goods in Odisha.</p> <p>N.B-3- The Bidder(s) who avail EMD exemption shall submit Annexure-14 duly sealed & signed, along with the Bid(s).</p>

Sl. No.	Parameter	Name
7	Amount of Security Deposit (SD)	5% of the Contract value (excluding taxes) Amount shall be submitted in the shape of DD or Bank Guarantee (BG) or Electronic-Bank Guarantee (E-BG) in the format provided in Annexure-8 and shall be submitted at OMC, Head Office, Bhubaneswar N.B-Local Micro & Small manufacturing Enterprises registered in Odisha with respective DICs, Khadi, Village, Cottage and Handicraft Industries, OSIC & NSIC for similar category of manufacturing of Goods shall pay 25% of the prescribed Security Deposit.
8	Contact Person	Name: Mr. Sanjay kumar Sahoo Phone No.: 8275721218 E-mail: sanjay.sahoo@odishamining.in
9	Address of OMC Limited	OMC House, P.O. Box No.34 Bhubaneswar - 751 001 Odisha, India
10	Bid document No.	OMC/E-PROC/C&P/018/2026-27 Dated. 24/06/2026

3. Disclaimer

- 3.1 This Bid document is neither an agreement nor an offer by OMC to the prospective Bidders or any third party. The purpose of this Bid document is to provide interested parties with information to facilitate the formulation of their Bid pursuant to this Bid document.
- 3.2 This Bid document includes statements, which reflect various assumptions and assessments arrived at by OMC. Such assumptions, assessments and statements do not purport to contain all the information that a Bidder may require. This Bid document may not be appropriate for all persons, and it is not possible for OMC to consider the particular needs of each party who reads or uses this Bid document. The assumptions, assessments, statements and information contained in the Bid document may not be complete, accurate, adequate or correct. Each Bidder must, therefore conduct its own due diligence and analysis and should verify the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid document and obtain independent advice from appropriate sources.
- 3.3 Information provided in this Bid document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information provided is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. OMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 3.4 OMC, its employees and its consultants make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, the law of contract, tort, principles of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered in connection with this Bid document, or any matter deemed to form part of this Bid document, or arising in any way in relation to this Bidding Process.
- 3.5 Neither OMC nor its employees or its consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this Bid document. OMC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Bid document.
- 3.6 The Bidder should confirm that the Bid document downloaded by them is complete in all respects including all annexures and attachments. In the event the document or any part thereof is mutilated or missing, the Bidder shall notify the Nodal Officer immediately in writing.

- 3.7 If no intimation is received within the last date for submission of Pre-Bid queries, it shall be considered that the Tender Documents received by the Bidder is complete in all respects and that the Bidder is fully satisfied with the Tender Documents.
- 3.8 No extension of time shall be granted to any Bidder for submission of its Bid on the ground that the Bidder did not obtain the complete set of Tender Documents.
- 3.9 This Bid document and the information contained herein are strictly confidential and privileged and are for the exclusive use of the Bidder to whom it is issued. This Bid document shall not be copied or distributed by the recipient to third parties (other than, to the extent required by Applicable Law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this Bid document). In the event after the issue of the Bid document, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this Bid document and the information contained herein shall be kept confidential by such party and its professional advisors at all times.
- 3.10 OMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment or assumptions contained in this Bid document at any time during the Bidding Process. All such changes shall be uploaded on the e-procurement portal of the Government of Odisha and on the website of OMC. It is the duty of Bidders to visit the e-procurement portal and the website of OMC regularly and keep themselves updated on the Bidding Process and any communication made in relation to the Bidding Process.
- 3.11 The Bidders or any third party shall not object to such changes/ modifications/ additions/ alterations as provided in Clause 3.10 above, explicitly or implicitly. Any such objection by the Bidder shall make the Bidder's Bid liable for rejection by OMC. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of OMC with respect to this Bid document.
- 3.12 The Bidder shall not make any public announcements with respect to the Bidding Process, this Bid document and/or the Bidding Documents. Any public announcements to be made with respect to the Bidding Process or this Bid document shall be made exclusively by OMC. Any breach by the Bidder of this Clause shall be deemed to be in non-compliance with the terms and conditions of this Bid document and shall render the Bid liable for rejection. OMC's decision in this regard shall be final and binding on the Bidder.
- 3.13 By responding to the Bid document, the Bidder shall be deemed to have confirmed that it has fully satisfied and has understood the terms and conditions of the Bid document. The Bidder hereby expressly waives any and all claims in respect thereof.
- 3.14 The Bid is not transferable.

4. Abbreviations

AMC	Annual Maintenance Contract
BG	Bank Guarantee
BOQ	Bill of Quantity
DSC	Digital Signature Certificate
EFT	Electronic Fund Transfer
EMD	Earnest Money Deposit
ESI	Employee's State Insurance
FoR	Freight on Road
FY	Financial Year
GCC	General Conditions of Contract
GST	Goods and Services Tax
GSTIN	GST Identification Number
GSTR	GST Returns
GTE	General Technical Evaluation
I/C	In-Charge
IFSC	Indian Financial System Code
INR	Indian Rupee / legal tender currency of India
ISI	Indian Standards Institute
ISO	International Organization for Standardization
IT	Income Tax
ITC	Input Tax Credit
JV	Joint Venture
LD	Liquidated Damages
LLP	Limited Liability Partnership
LoA	Letter of Award
MICR	Magnetic Ink Character Recognition
MSE	Micro & Small Enterprises
MSME	Micro, Small & Medium Enterprises
NEFT	National Electronic Funds Transfer
NIT	Notice Inviting Tender
OEM	Original Equipment Manufacturer
OMC	Odisha Mining Corporation
PAN	Permanent Account Number
POL	Petroleum, Oil and Lubricants
PSU	Public Sector Undertaking
RfP	Request for Proposal
RTGS	Real Time Gross Settlement
SBI	State Bank of India
SCC	Special Conditions of Contract
SO	Service Order
TIA	Tender Inviting Authority

5. Definitions and Interpretations

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

- 5.1 “Applicable Laws” means all laws, legislations, statutes, rules, directives, ordinances, notifications, exemptions, regulations, judgments/ orders of any court, tribunal, regulatory bodies and quasi-judicial bodies or any interpretation thereof enacted, issued, or promulgated by any authority and applicable to either OMC or to the Bidders;
- 5.2 “Authorized Signatory” shall have the meaning as set forth in Clause 8.5;
- 5.3 “Bid” means the documents submitted by a Bidder pursuant to this Bid document, including the Techno-Commercial Bid along with any additional information/clarifications required/ sought by OMC and the Price Bid, submitted strictly in the formats provided by OMC. The Bid shall not be considered to be a Bid if it is not submitted as per the formats prescribed by OMC;
- 5.4 “Bidder” designates the legal entity which has made a proposal, a tender or a bid with the aim of concluding a Service Order / Agreement with OMC;
- 5.5 “Bidding Process” means the process governing the submission and evaluation of the Bids as set out in the Bid document itself;
- 5.6 “Bid Due Date” shall mean the last date for submission of bids, as given in the Schedule for the Tender. No bids shall be accepted in the e-procurement portal after the Bid Due Date;
- 5.7 “Bid Validity Period” shall have the meaning given to it in Clause 8.8;
- 5.8 “EMD” means the amount submitted by a Bidder to OMC for participating in the Bidding Process, in terms of Clause 8.7;
- 5.9 “Financial Criteria” shall have the meaning given to it in Clause 7.2;
- 5.10 “Financial Year” means the 12 months period from 1st April to 31st March corresponding to the audited annual accounts;
- 5.11 “Letter of Award (LoA)” means the written official intimation by OMC notifying the Preferred Bidder that the work has been awarded in its favour as per the terms and conditions mentioned therein;
- 5.12 “Net Worth” shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013;
- 5.13 “Notice Inviting Tender” or “Bid document” or “RFP document” or “Tender Paper” or “Tender Documents” or “Tender” or “Bid Documents” means documents issued by OMC vide Bid document No. **OMC/E-PROC/C&P/018/2026-27 Dated. 24/06/2026** for Design, Engineering, Supply, Erection, Testing and Commissioning of 9 MVA Shell Type Furnace Transformer for Sub Merged Electric Arc Furnace of Ferrochrome Plant OMC at Jajpur Road and shall include any modifications, amendments, corrigenda/ addenda or alterations thereto. The documents are as follows:
- a) This Bid document;

- b) Any corrigendum (a)/addendum (a) and clarification(s) to the Bid document issued by OMC subsequent to the issue of the Bid document will also be considered an integral part of the Bid document. Any reference to the Bid document in the Agreement shall include such corrigendum(a)/ addendum(a);
- 5.14 “OMC” means Odisha Mining Corporation Limited having its registered office at Bhubaneswar – 751 001, Odisha including its successor and assignees or its representatives;
- 5.15 “Pre-bid Meeting” means Pre-bid meeting to be held as per the schedule indicated in the Schedule for the Tender hereof;
- 5.16 “Price Bid” means the Price Bid submitted by the Bidder, in accordance with Clause 8.15.2;
- 5.17 “Related Party” shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;
- 5.18 “Revised Price Bid” shall have the meaning given to it in Clause 8.21.1;
- 5.19 “Preferred Bidder” shall have the meaning given to it in Clause 8.21;
- 5.20 “Successful Bidder” shall have the meaning given to it in Clause 8.22;
- 5.21 “Technical Criteria” shall have the meaning given to it in Clause 7.1;
- 5.22 “Technically Qualified Bidder” means a Bidder whose Techno-Commercial Bid is responsive and meets the requirements to the satisfaction of OMC as per terms and condition of the Bid document and is qualified for opening of its Price Bid;
- 5.23 “Techno-Commercial Bid” means proposal submitted by the Bidder in accordance with Clause 8.15.1;
- 5.24 “Tender Paper Fee” shall have the meaning as set forth in Clause 8.6;
- 5.25 “Turnover” shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.

All other capitalized words not defined herein shall have the same meaning as ascribed to them in the Bid document. Terms and expressions not defined anywhere in the Bid Documents shall have the same meaning as are assigned to them in Indian Contract Act, 1872 and/or in General Clauses Act, 1897.

6. Scope of Supply

- 6.1 Odisha Mining Corporation, A Govt. of Odisha undertaking having its Head Office at Bhubaneswar and Ferrochrome Plant at Jajpur Road, Odisha intends to procure below material within the below time frame:

Sl. No.	Item Description	Delivery period	Delivery Location
1	Design, Engineering, Supply, Erection, Testing and Commissioning of 9MVA, 11KV/90V-115V-155V Shell Type Furnace Transformer along with mandatory spares for Sub Merged Electric Arc Furnace of Ferrochrome Plant of OMC at J K Road. (Details at Annexure-2)	Detailed break up attached at Annexure-2 .	Ferrochrome Plant, Dist- Jajpur, State- Odisha, Pin-755020

Note:

1. Supply Installation, Testing & Commissioning of Transformers (Annexure-2) shall be in the scope of the Agency. The bidder's quoted price shall be inclusive of above complete in all respect.
- 6.2 The detailed scope and specifications of the goods to be supplied and the scope of supply, installation, Testing, commissioning along with the inspection requirements, requirements of special tests and test certificates (if any) and requirements of statutory and compliance related approvals is given in Special Conditions of Contract as enclosed in Annexure 2.
- 6.3 The "General Conditions of Contract-Goods" as enclosed in the tender at Annexure-1 shall form an integral part of the Bid document and shall also form a part of the Purchase Order to be placed in favour of the selected Agency.

7. Eligibility Criteria

The Bidders eligible to participate in this tender should fulfill the following Criteria:

#	Criteria	Required Documents
7.1	<p><u>Technical Criteria</u></p> <p>i) The Bidder must be either an</p> <p>a) Original equipment manufacturer (OEM) of Furnace Transformer</p> <p>Or</p> <p>b) An Authorized dealer/ Distributor of OEM of Furnace Transformer.</p> <p>ii) The Bidder or their OEM should have completed supply, installation & commissioning at least 1 no. furnace transformer of rating minimum 9 MVA and 11KV (Primary Voltage) or higher capacity in the last 10 (Ten) Financial Years.</p> <p><u>Note:</u> Applicable 10 (Ten) financial years shall be from 01st April 2016 to 31st March 2026.</p>	<p>Self-attested copies of</p> <p>i) a) For Transformer OEM - Copy of manufacturing license/UDYAM Certificate/ BIS License for same or higher rating of transformer or any other relevant certificate in case the OEM is outside India.</p> <p>b) For Authorized dealer/ Distributor of OEM –</p> <p>(i) Copy of Authorization certificate / letter from Transformer OEM for this enquiry and</p> <p>(ii) manufacturing license of Transformer OEM/UDYAM Certificate/ BIS License for same or higher rating of transformer or any other relevant certificate in case the OEM is outside India.</p> <p>ii) A) Relevant purchase orders containing the detailed specification & quantity of the Transformer supplied and installed; and</p> <p>B) Completion certificate/ Performance certificate from their customer(s), regarding successful supply, installation and commissioning of the Transformer / Proof of having supplied Transformer against the corresponding PO (i.e. Tax invoice, payment proof by client), copy of which being submitted against the present tender.</p> <p>Note: In case the completion certificate is not available, certificate of statutory auditor of the Bidder certifying value of Similar</p>

#	Criteria	Required Documents
	<p>iii) The bidder/OEM should have a valid & approved type test report for each rating or next higher rating (same voltage level) of transformer approved within 7 years of bid opening date.</p> <p>iv) The transformer must have been in successful operation for at least 2 years as on 1st April 2026.</p>	<p>Completed Services shall be submitted.</p> <p>*Statutory auditor: Auditor who has signed the last financial year Balance Sheet and Profit & Loss Statement of the Bidder.</p> <p>iii) Approved & valid type test report Must be from an internationally recognized lab or NABL accredited CPRI/EREDA/International recognized lab.</p> <p>iv) Performance certificate from respective user/Client.</p>
7.2	<p><u>Financial Criteria</u></p> <p>a. Average financial turnover of the Bidder during the last 3 (three) financial years should be as follows:</p> <p>(i) INR 70 Crores for OEM of Furnace Transformer</p> <p>(ii) INR 10 Crores for Authorized dealer/distributor of Transformer OEM.</p> <p>b. Net worth of the Bidder in each of the last 3 (three) financial years should be positive as per audited balance sheet.</p> <p><u>Note:</u> Applicable 3 (three) Financial years – FY 2022-23, FY 2023-24, FY 2024-25.</p>	<p>a. Required document is to be submitted by the bidder as follows: -</p> <p>i)For Transformer Manufacturer- - Copies of audited financial statements (Balance sheet & PL Statement) of the bidder.</p> <p>ii)For Authorized dealer/Distributor - Copies of audited financial statements of the bidder along with audited financial statement (Balance sheet & PL Statement) of the Transformer OEM.</p> <p>b. Copies of audited financial statements of the bidder.</p>
7.3	Other Criteria	
7.3.1	<p>The Bidder can be either</p> <p>i) a Company (Private or Public), or</p> <p>ii) a registered partnership firm, or</p>	<p>Copies of</p> <p>a) Company (Private or Public)</p> <ul style="list-style-type: none"> • Certificate of Incorporation

#	Criteria	Required Documents
	iii) an LLP firm iv) proprietorship firm/concern	<ul style="list-style-type: none"> • Memorandum of Association • Articles of Association b) Registered partnership firm <ul style="list-style-type: none"> • Registration certificate under Indian Partnership Act 1932 or its subsequent amendment(s) • Deed of Partnership c) LLP firm <ul style="list-style-type: none"> • Certificate of Incorporation • Deed of Partnership d) Proprietorship firm /Concern <ul style="list-style-type: none"> • GST certificate/ Any statutory document showing the name of the firm along with the name of the Proprietor of the Proprietorship firm/Concern
7.3.2	The Bidder should have valid PAN and GSTIN registration	<ul style="list-style-type: none"> ▪ Copy of PAN ▪ Copy of GST registration certificate – REG 06
7.3.3.	The Bidder should not have been banned/blacklisted by OMC or any government agency or any PSU as on the date of submission of Bid	Affidavit to this effect, as per the format given in Annexure 5
7.3.4	Tender Paper Fee, EMD amount and Power of Attorney	a) Proof of payment of Tender Paper Fee; Please refer to Clause 8.6 for further details b) Proof of payment of EMD; Please refer to Clause 8.7 for further details. c) Power of Attorney (as per the format given in Annexure 3) in favour of the Authorized Signatory of the Bidder who shall also be the DSC holder. Please refer to Clause 8.5 for further details
7.3.5	The Bidder whose Contract/Agreement with OMC had been terminated /failed to perform will not be eligible to participate in the bidding.	Decision of OMC in this regard is final & binding on all such entities

Note

- a. The value of the contracts or work orders or agreements or Purchase Orders to be considered shall be exclusive of all taxes and duties.
- b. The word delivered means that the Bidder ought to have completed the scope of supply in the technical capacity above, even if the total Contract or Work Order is

not completed/ closed. However, Bidder ought to have completed the entire range of supply as specified in the Bid document, even if the total Contract is not completed/ closed. The Bidder shall also be required to submit a part completion certificate which should clearly indicate the value and the completed portion of the supply (which should satisfy requirement of the Bid document). The part completion certificate shall also highlight if the part performance/ progress of the supply of the Bidder with respect to the supply under consideration, was satisfactory or not.

- c. Bidding in the form of a consortium & Joint Venture are **NOT** allowed.
- d. In case, any document submitted by the Bidder along with the Bid is found to be forged/ false at any point of time during the bid evaluation process or during the execution of work, then appropriate action shall be taken under the Bharatiya Nyaya Sanhita (BNS), 2023 against the Bidder/ Agency.

8. Instruction to Bidders

- 8.1 The Bidders intending to participate in this tender are required to register on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in). This is a onetime activity for registering on the Government website. During registration, the Bidders will be required to attach a Digital Signature Certificate (DSC) to the Bidder's unique user ID. The DSC used should be of appropriate class (Class II or Class III) issued from a registered Certifying Authority. The registration of Bidders on the portal shall be free of cost. The registration shall be in the name of the Bidder, whereas the DSC holder shall be the duly Authorized Signatory of the Bidder.
- 8.2 The tender documents shall be available on the state e-procurement portal(www.tendersodisha.gov.in) and the website of OMC (www.omcltd.in). There shall be no sale of hard copies of the tender documents. Tenders can be accessed by the prospective Bidders at the above websites and may be downloaded by them free of cost. However, the Tender Paper Fee shall have to be paid at the time of bid submission, unless exempted to be paid by the competent authority.
- 8.3 E-tendering process is mentioned in Chapter 10.
- 8.4 The bids are to be submitted in two covers, consisting of: (i) **Techno-Commercial Bid(under Cover I)** and (ii) **Price Bid(under Cover II)**. Both the Techno-Commercial Bid and the Price Bid have to be submitted on the e-procurement portal of the Government of Odisha.
- 8.5 The Authorized Signatory of the Bidder shall be duly authorized by a Power of Attorney authorizing him/her to perform all tasks related to tender submission, including but not limited to sign and submit the bid and to participate in the bidding process on behalf of the Bidder. In case of a company, the Power of Attorney should be accompanied with the copy of board resolution. The format for the Power of Attorney is given in Annexure-3 of this Bid document. Each page of all scanned documents submitted as part of the Techno-Commercial Bid shall be initialed with date by the Authorized Signatory of the Bidder at the lower left-hand corner of each page.
- 8.6 Tender Paper Fee
- 8.6.1 The Bidder shall pay to OMC a non-refundable amount ("Tender Paper Fee"), indicated in the Data Sheet, as part of its Techno-Commercial Bid. The mode of payment of the Tender Paper Fee is also indicated in the Data Sheet.

- 8.6.2 The Bidders, who are exempted to deposit Tender Paper Fee due to any exemption granted by the Government of Odisha, are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Techno-Commercial Bid document while submitting online. For clarity, it is being clarified that the Bidders registered in Local Micro & Small Manufacturing Enterprises category in the state of Odisha with respective DICs, Khadi, Village, Cottage and Handicraft Industries, OSIC & NSIC shall be exempted from payment of Tender paper fee. **Bidders other than above mentioned category shall be required to submit Tender Paper Fee.** The Bidders, who does not submit Tender Paper Fee claiming exemption but does not submit relevant document, is ineligible for bidding and such bid shall be summarily rejected.
- 8.7 Earnest Money Deposit (EMD)
- 8.7.1 Bidders as part of their Techno-Commercial Bid shall have to submit an Earnest Money Deposit; the amount of the EMD is indicated in the Data Sheet.
- 8.7.2 The Bidders, who are exempted to deposit EMD amount due to any exemption granted by the Government of Odisha, are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Techno-Commercial Bid document while submitting online. For clarity, it is being clarified that the Bidders registered in Local Micro & Small Manufacturing Enterprises category in the state of Odisha with respective DICs, Khadi, Village, Cottage and Handicraft Industries, OSIC & NSIC shall be exempted from EMD. **Bidders other than above category shall be required to submit EMD.** The Bidders, who does not submit EMD amount claiming exemption but does not submit relevant document, is ineligible for bidding and such bid shall be summarily rejected.
- 8.7.3 Mode of Payment:
The EMD shall be payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in). For the avoidance of doubt, it is clarified that OMC shall not be liable to pay any interest on the EMD deposit so made and the same shall be interest free.
- 8.7.4 Return of EMD:
The EMD of the technically disqualified Bidders shall be returned after declaration of the list of such technically qualified Bidders in the portal. The EMD of other unsuccessful Bidders shall be refunded after signing of the Agreement with the Successful Bidder. The return of the EMD shall be in the form of bank transfer to the account of the Bidder through the e-procurement portal of the Government of Odisha.
- 8.7.5 The EMD of the Preferred Bidder shall be returned upon the Preferred Bidder furnishing the Performance Security.

8.7.6 **Forfeiture of EMD:** The EMD shall be forfeited and appropriated by OMC as a genuine pre-estimated compensation and damages payable to OMC for, inter alia, the time, cost and effort of OMC without prejudice to any other right or remedy that may be available to OMC hereunder, or otherwise, under the following conditions:

- i) if any of the documents submitted by a Bidder as part of the bid is found to be not genuine or forged or any of the claims, confirmations, statements or declarations of the Bidder is found to be incorrect or inconsistent, or is a case of any material misrepresentation of facts at any point of time during the bid evaluation process or till submission of the Security Deposit (for Selected/Preferred Bidder);
- ii) if the Preferred Bidder fails to acknowledge and return to OMC a signed copy of the LoA or Agreement within the timeframe allowed by OMC;
- iii) if the Preferred Bidder fails to submit the Performance Security within the timeframe allowed by OMC;
- iv) if a Bidder withdraws its bid before completion of the bidding process during the bid validity period, except as provided in Clause 8.8;
- v) If the Bidder has otherwise committed any breach of the terms of this Bid document;
- vi) in case the Preferred Bidder, does not comply with the requirements of the Price Bid or the revised Price Bid, as the case may be
- vii) in case the Techno-Commercial Bid of a Bidder contains any information on the Price Bid of the Bidder;

8.7.7 In case of cancellation of the tender before bid opening date and time, the EMD shall be refunded to respective Bidder's account.

8.8 **Bid validity period:** The bid shall initially remain valid and binding on the Bidder for at least 180 (One Hundred Eighty) days from the Bid Due Date, as given in the Schedule for the Tender. Any bid with a shorter validity period shall be rejected by OMC. Under exceptional circumstances, OMC may in writing request the Bidders to extend the bid validity period of their bids. In case the Bidder refuses the request of OMC to extend its bid, the EMD of such Bidder will be returned to the Bidder. However, such bids will not be evaluated further.

8.9 **Issue of clarifications:** Bidders may also send their queries by email to the Nodal officer; queries received after the last date for sending queries (as per the Schedule for the Tender) may not be considered by OMC. The responses to the queries received shall be published by OMC on its website and also on the e-procurement portal of the Government of Odisha and the same shall also be considered to be a part of the tender documents; however, the source of queries shall not be mentioned.

8.10 **Issue of corrigendum / amendment:** At any time prior to the Bid Due Date, OMC may at its own initiative or in response to a query or clarification requested by a prospective Bidder if found appropriate, issue a corrigendum/ amendment to the tender documents, which shall be available for download on its website and also on the e-procurement portal of the Government of Odisha and the same shall also be considered to be part of the tender documents. In order to give Bidders reasonable amounts of time to take into account such corrigendum / amendment, OMC may at its own discretion also extend the Bid Due Date.

8.11 **Extension of Bid Due Date:** OMC may, at its discretion, extend the Bid Due Date which shall be related as an act of amendment of this Bid document.

8.12 **Acknowledgement by the Bidder:** It shall be deemed that by submitting its bid, the Bidder has:

- i) made a complete and careful examination of the tender documents, including the proforma agreement;
- ii) received all relevant information requested from OMC;
- iii) accepted the risk of inadequacy, error or mistake in the information provided in the tender documents or furnished by or on behalf of OMC relating to any of the matters related to this tender or otherwise;
- iv) satisfied itself about the scope of work and services to be delivered/rendered and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for providing the required services in accordance with the tender documents including the contract (to be signed with OMC) and performance of all of its obligations there under;
- v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information said to be in the bidding documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from OMC;
- vi) agreed to be bound by the undertakings provided by it under and in terms; and

OMC shall not be liable for any omission or commission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the tender documents or the bidding process, including any error or mistake therein or in any information or data given by OMC.

- 8.13 **Right to accept or reject any/ all bids:** Notwithstanding anything contained in the Bid document, OMC reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the Bids at any stage of the Bidding Process without assigning any reasons, thereof. Further OMC reserves the right to annul the Bidding Process and / or to reject any or all Bids at any stage prior to the signing of Agreement without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for OMC's action. Decision of OMC shall be final and binding in this regard. OMC reserves the right to reject any bid if at any time, a material misrepresentation is made or uncovered or if the bid received is conditional or qualified.
- 8.14 **Language of the bid:** The bid and all related correspondence and documents in relation to the bidding process shall be in the English language. Supporting documents and printed literature furnished by the Bidder with the bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail. The English translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate.
- 8.15 **Bid to be submitted by Bidders:** The bid to be submitted by Bidders shall consist of the Techno-Commercial Bid and the Price Bid.
- 8.15.1 **Techno-Commercial Bid:** Bidders shall have to submit their Techno-Commercial Bid on the e-procurement portal of the Government of Odisha. The Techno-Commercial Bid should consist of clear and legible scanned copies of all the required documents and should be submitted within the Bid Due Date, as indicated in the Schedule for the Tender. The Techno-Commercial Bid shall contain no information on the Price Bid of the Bidder. The Techno-Commercial Bid shall consist of the following:
- i) Documents Supporting Eligibility Criteria (Refer Chapter-7)
 - ii) Techno-Commercial Bid checklist as per Annexure-6
 - iii) Mandate Form for Bank payment through e-mode as per Annexure-7
- 8.15.2 **Price Bid:** The Price Bid shall be submitted on the e-tender portal of the Government of Odisha as per the price bid format available against this tender. The price quoted should be in rupees with maximum two digits after decimal point.

8.16 Material deviation

8.16.1 Bids shall be liable for rejection in case of material deviation, that shall include, inter alia, the following:

- i) The Techno-Commercial Bid or any accompanying document or Price Bid submitted by the Bidder is not in accordance with the formats given in this tender document.
- ii) The Techno-Commercial Bid is not accompanied by all the documents required to be submitted in terms of this tender document as per Clause 8.15.1
- iii) It does not contain all the information (complete in all respects) as requested in this tender document (in accordance with the formats provided in this tender document);
- iv) The Techno-Commercial Bid is not accompanied by documentary evidence of the credentials of the Bidder(s).
- v) The Techno-Commercial Bid or Price Bid submitted by the Bidder is conditional or qualified.
- vi) The bid submitted by the Bidder is not valid for the minimum bid validity period, as per Clause 8.8.
- vii) It is otherwise substantially/materially in deviation of the terms and conditions of the tender document.

8.16.2 OMC may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission. OMC may request that the Bidder submit information or documentation, within a reasonable period of time (Refer Clause 8.19.3), to rectify nonmaterial nonconformities in the Technical-Commercial Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request of OMC by the date specified therein may result in the rejection of its Bid. OMC, however, is not bound to waive such non-conformity under this Clause 8.16.2.

8.17 **Bid preparation cost:** The Bidder shall bear all the costs associated with or relating to the preparation and submission of its Bid including, but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by OMC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses shall be borne by the Bidder and OMC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

8.18 Opening of Techno-Commercial Bids: The Techno-Commercial Bids shall be opened as per the schedule indicated in Schedule for the Tender.

8.19 Evaluation of Techno-Commercial Bids:

8.19.1 The Techno-Commercial Bids shall first be evaluated to determine whether they are complete, whether the required documents have been submitted in the correct formats and whether the documents have been properly signed by the Authorized Signatory and whether the Techno-Commercial Bid is generally in order. It will be determined whether the Techno-Commercial Bid is of acceptable quality, is generally complete and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive Techno-Commercial Bid is one that conforms to all the terms, conditions and specifications of the tender documents without any material deviations (as defined in Clause 8.16), objections, conditionalities or reservations.

8.19.2 A Techno-Commercial Bid which is not substantially responsive, may be rejected by OMC, and may not subsequently be made responsive by the Bidder by correction of the material deviations, as defined in Clause 8.16.

8.19.3 If required/ necessary, OMC may ask Bidders to provide clarifications on the uploaded documents provided in the Techno-Commercial Bid, with respect to any doubts or illegible documents. If there is no doubt on the uploaded documents, no clarification is required to be called from any Bidder. Such clarifications shall be submitted by the Bidder in the Upload Shortfall document section of the e-procurement portal or shall be submitted through email. Non-submission of legible documents may render the bid non-responsive, pursuant to such clarification. The Bidders shall be allowed a maximum time period of 3 (three) working days for uploading / submitting the documents called for/ sought for on the e-procurement portal or through email. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD. No modification of the bid or any form of communication with OMC or submission of any additional documents, not specifically called for/ asked for by OMC will be allowed and even if submitted, they will not be considered by OMC. The Authority inviting Bid is not bound to accept/ consider any additional document submitted by the Bidder on its own will, without being called for to do so.

8.19.4 The responsive Techno-Commercial Bids shall then be evaluated in detail to determine whether they fulfill the eligibility criteria (as given in Chapter 7) and other requirements of the tender, such as submission of all the requisite documents as listed in Clause 8.15.1.

8.19.5 Based on the evaluation of the Techno-Commercial Bids as well as any shortfall documents submitted by the Bidders within the timeframe allowed by OMC (Refer Clause 8.19.3), the list of technically qualified Bidders shall be prepared.

8.20 Opening and Evaluation of Price Bids

8.20.1 The date and time of opening of the Price Bids shall be communicated to the technically qualified Bidders in writing by e-mail or registered post/Speed Post; the Price Bids of only technically qualified Bidders shall be opened. A comparative statement shall be prepared detailing each price component in the bid and including all components of the Price Bid, as per Clause 8.15.2.

8.21 **Preferred/ Selected Bidder:** The Bidder who submits the lowest Price Bid shall be the Preferred/ Selected Bidder. The Preferred Bidder shall be issued the LoA. OMC reserves the right to negotiate the price with the Preferred Bidder before issue of the LoA.

The Preferred/Selected Bidder shall have to acknowledge and accept the LoA by returning a signed copy of the LoA within a period of 07 (seven) days of issue thereof, submission of the Security Deposit within a period of 15(fifteen) days of issue thereof, failing which the issued LoA may be cancelled and EMD of the Preferred/Selected Bidder shall be forfeited by OMC. In such a case, OMC reserves the right to approach the technically qualified Bidder(s) who has submitted the next lowest Price Bid and ask such Bidder(s) to match the L1 price and on acceptance of the same, issue a fresh LoA to such Bidder and proceed with such Bidder in terms of this Clause 8.21

8.21.1 Tie-Bidders:

In the event that 2 (two) or more technically qualified Bidders (the "Tie Bidders") have submitted the lowest identical Price Bids. OMC shall hold an auction amongst such Tie Bidders. The auction shall be held at the offices of OMC and only the Tie Bidders shall be invited to attend the same, wherein they have to physically submit their revised Price Bids on their letterhead (with company rubber stamp) and in sealed covers. Hence the Authorized Signatory of the Tie Bidders are required to attend such auction. The revised Price Bid (the "Revised Price Bid") submitted by a Tie Bidder during the auction should be lower than Price Bid already submitted by it, else the revised Price Bid shall not be considered by OMC for further evaluation. The Tie Bidder who offers the lowest revised Price Bid in such auction shall be declared to be Preferred Bidder and the lowest revised Price Bid received by OMC during such auction shall be the L1 price. In the event that the Authorized Signatory of a Tie Bidder is not present during the auction or the Authorized Signatory of such Bidder does not or is unwilling to participate in such auction, the auction would be held amongst the remaining Tie Bidders and if there be only one remaining Tie Bidder, the latter will be declared as the Preferred Bidder, provided that the revised Price Bid submitted by such Bidder is lower than that its earlier submitted Price Bid; in such as case the revised Price Bid submitted by such Bidder shall be considered to be the L1 price. In case of a second round of tie between the revised Price Bids submitted by the Tie Bidders, the Bidder with the higher average annual turnover (to be determined by OMC on the basis of the audited financial statements submitted by such Bidders as part of their Techno-Commercials Bids) in the last 3 (three) financial years shall be declared as the Preferred Bidder and the L1 price shall be the revised Price Bid submitted by such Bidder during the auction.

- 8.22 **Issue of PO:** Within 7 (Seven) days of receipt of the signed copy of the LoA, along with the Security deposit, the L1 Bidder shall be issued the PO by OMC. The Selected Bidder shall have to acknowledge and accept the PO by returning a signed copy of the PO within a period of 7 (seven) days of issue thereof, failing which the Security Deposit shall be appropriated by OMC. In such a case, OMC reserves the right to approach the technically qualified Bidder(s) who has submitted the next lowest Price Bid and ask such Bidder(s) to match the L1 price and on acceptance of the same, issue a fresh LoA to such Bidder and proceed with such Bidder in terms of Clause 8.21. Upon acceptance of PO, the Selected Bidder shall be considered to be the “Successful Bidder”.
- 8.23 **Security Deposit:** The formula for calculating the amount of the Security Deposit is indicated in the Data Sheet. The Selected Bidder shall submit the Security Deposit at Head Office, OMC upon issue of LoA within a period of 7 (Seven) days. The Security Deposit shall be in the form of a D.D/ BG/ E-BG from any Nationalized/ Scheduled Bank invocable at their branch in Bhubaneswar, Odisha as per the format given in **Annexure-8** or in the form of demand draft from a scheduled commercial bank and payable in Bhubaneswar, Odisha. The Security Deposit shall be returned by OMC after completion of supply, Installation & Commissioning of materials and in case of no claims, with due approval of the competent authority of OMC.

9. Additional Instructions to Bidders

9.1 Site-visit:

9.1.1 Bidders may visit the and acquaint themselves of the site conditions and its surroundings and obtain for himself/ herself/ itself, on their own responsibility, all information that may be necessary for preparing their Bids.

9.1.2 Bidders shall bear their own costs and make their own arrangements required for visiting the Site. OMC will facilitate their visit, only.

9.1.3 Bidders who are interested to visit the site shall inform the concerned officer of FCP Plant as given below for any queries in addition to Nodal Officer mentioned in the Data Sheet at least 1 (one) day before scheduled date of the site visit, along with the names and contact numbers of their representatives who would be participating in the site visit.

Sl.	Name	Contact No.
1	Sri Rashmi Ranjan Parida. Unit Head, Ferrochrome Plant- Jajpur Road	E-Mail ID: rashmi.parida@odishamining.in Mob: +91 9178518575
2	Sri Arun Kanti Kar Assistant Manager (Electrical)	E-Mail ID: arunkanti.kar@odishamining.in Mob: 8249825109

9.1.4 A maximum of 4 (four) representatives from each Bidder shall be allowed to participate in the site visit.

9.1.5 It shall be deemed that, the bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations there, to whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates and prices.

9.2 Pre-bid meeting:

9.2.1 A pre-bid meeting shall be arranged by OMC; the venue, date and time of the pre-bid meeting is indicated in the Schedule for the Tender. Bidders wishing to attend the pre-bid meeting should inform OMC by email (Refer Data Sheet), along with the names of the officials/ representatives of the Bidder who would be attending the meeting, at least 1 (one) working days before the scheduled date for pre-bid meeting. This is required to ensure that OMC can make adequate arrangement for hosting the Pre-bid meeting, depending upon the total number of attendees.

9.2.2 However, attendance of the Bidders in the pre-bid meeting is not mandatory. A maximum of two officials/ representatives from each Bidder may attend the pre-bid meeting. All costs of the Bidder related to attending the pre-bid meeting shall be borne by the Bidder.

9.3 **Splitting of quantities while issuing LoA:**

Not applicable

10. Additional Information on E-tendering process

- 10.1 The e-tendering process shall be held on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in). All the steps involved starting from hosting of tenders till determination of the Preferred Bidder shall be conducted online on the e-procurement portal.
- 10.2 The Bidder shall have to accept unconditionally the online user portal agreement which contains the acceptance of all the terms and conditions including commercial and general terms and conditions and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible Bidder. No conditional bid shall be allowed / accepted.
- 10.3 The Bidder shall have to give an undertaking online that if the information/ declaration/ scanned documents furnished in support of the same in respect of eligibility criteria are found to be wrong or misleading at any stage, they will be liable to punitive action and this includes forfeiture of EMD and cancellation/termination of contract/ Agreement.
- 10.4 The Bidder shall submit their Techno-Commercial Bid and Price Bid on-line. The Bidders will have to upload a scanned copy of the Techno-Commercial Bid in Cover-I; the Price Bid is to be submitted in Cover-II.
- 10.5 Procedure for bid submission and payment of Tender Paper Fee and EMD
 - 10.5.1 Log on to e-procurement portal: The Bidders have to log onto the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in) using their digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Then the submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
 - 10.5.2 Uploading of the Techno-Commercial Bid and the Price Bid: The Bidders have to upload the required Techno-Commercial Bid and the Price Bid, as mentioned in the tender document and in line with the Works Department office memorandum no.7885, dated 23 July 2013.
 - 10.5.3 Payment of Tender Paper Fee and EMD: Tender Paper Fee and EMD shall be paid using a single banking transaction. The Bidders have to select and submit the bank name as available in the payment options. A Bidder shall make electronic payment using his/her internet banking enabled account with designated banks or their aggregator banks. The payment gateways of the designated banks (State Bank of India/ ICICI Bank, HDFC Bank) are integrated with the e-procurement portal. A Bidder having account in other banks can make payment using NEFT/RTGS facility of designated banks. Online NEFT/RTGS payment can be done using internet banking of the bank in which the Bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.

Only those Bidders who successfully remit their EMD on submission of bids would be eligible to participate on the tender/bid process. The Bidders with pending or failure payment status shall not be able to submit their bid. Tender Inviting Authority, State Procurement Cell, NIC and the designated Banks shall not be held responsible for such pendency or failure.

- 10.5.4 **Bid submission**: Only after receipt of intimation at the e-procurement portal regarding successful transaction by Bidder, the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
- 10.5.5 **System generated acknowledgement receipt for successful bid submission**: System will generate an acknowledgement receipt for successful bid submission. The Bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.
- 10.5.6 **Settlement of EMD on submission of bids**: The Bank will remit the Earnest Money Deposit on cancellation of bids to respective Bidder's account as per direction received from Tender Inviting Authority through e-procurement system.
- 10.5.7 **Forfeiture of EMDs**: The forfeiture of EMD on submission of bid of defaulting Bidder may be occasioned for various reasons. In case the EMD Deposit on submission of bid is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the Tender Inviting Authority, i.e. OMC.
- 10.6 **Technical Parameter Sheet**:
Clause not applicable
- 10.7 **Price Bid**: The price bid containing the bill of quantity will be in Excel format (or any other format) and will be uploaded by OMC during tender creation. This will be downloaded by the Bidder and will be used to quote the Price Bid, exclusive of all taxes & duties etc. Thereafter, the Bidder will upload the same Excel file during bid submission in Cover-II. The L1 price will be decided for module as stipulated in the tender. The Price Bid of the Bidders will have no conditions. The Price Bid which is incomplete and not submitted as per the instructions given shall be summarily rejected by OMC without any further reference to the Bidder.
- 10.8 **Modification of bids**: Modification of the submitted bid shall be allowed online only before the Bid Due Date. A Bidder may modify and resubmit the bid online as many times as he may wish. Bidder may withdraw only once its Bid online within the end date of Bid submission.

- 10.9 **Opening of Techno-Commercial Bids:** The Techno-Commercial Bids shall be opened as per the schedule given in the Schedule of Tender. The Techno Commercial bids (Cover-I) will be decrypted on-line and will be opened by the designated bid openers of OMC with their Digital Signature Certificates. The Techno-Commercial Bids shall be opened as per the schedule, irrespective of the number of bids received. Even in case of receipt of single bid, the Techno-Commercial Bid shall be opened for evaluation. In case no bids are received, the tender shall be automatically cancelled with approval of the competent authority of OMC.
- 10.10 **Evaluation of Techno-Commercial Bids:** The Techno-Commercial Bids shall be evaluated in terms of Clause 8.19. If required, OMC may ask Bidders to provide clarifications on their bid or provide shortfall documents within a period of 3 (three) working days. The Bidders will get this information on their personalized dash board under “Upload shortfall document/information” link or through email. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD or the Tender Paper Fee. No modification of the bid or any form of communication with OMC or submission of any additional documents which are not specifically asked for by OMC will be allowed and even if submitted, they will not be considered by OMC. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the Bidder’s responsibility to check the updated status/information on their personalized dash board at least once daily after opening of bid. No separate communication will be required in this regard. Non-receipt of email and SMS will not be accepted as a reason for non-submission of documents within prescribed time. The Bidder shall submit the requisite clarifications and the requested documents in the Upload Shortfall document section of the e-procurement portal or through email within the specified period and no additional time will be allowed for submission of the clarifications/ documents. In case of any failure of the Bidder to submit the requisite documents within the allowed timeframe, OMC shall proceed to evaluate its Techno-Commercial Bid without any further reference to the Bidder.
- 10.11 Based on the evaluation of the Techno-Commercials Bids, the list of technically qualified Bidders shall be prepared and the same shall be uploaded, along with the date and time of opening of Price bid in the portal and such Bidders shall also be informed through system generated e-mail and SMS alert. The Price Bid of such shortlisted Bidders shall be decrypted and opened on the scheduled date and time by the designated bid openers of OMC with their Digital Signature Certificates. The Bidders may view the price bid opening online remotely on their personalized dash board under the link “Bid Opening (Live)” and can see the Price Bid /BOQ submitted by all shortlisted Bidders.

- 10.12 A comparative statement of the Price Bids shall be generated by the e-procurement system. The same shall be downloaded and will be signed by the officers of OMC opening the Price Bids and submitted to the competent authority of OMC for approval and further necessary action. The comparative statement shall also be viewable to the participating Bidders whose Price Bids were opened. In case of tie bids, the same shall be dealt with in terms of Clause 8.21.
- 10.13 Upon approval and completion of the due process of OMC, the Preferred Bidder shall be issued the LoA in terms of Clause 8.21. The LoA shall be sent through registered/ speed post to the office address of the Preferred Bidder; a scanned copy of the Agreement/Service Order shall also be uploaded on the e-procurement portal.

Annexure-1: General Conditions of Contract

1. Definitions

In the interpretation of the Contract and the general and special conditions governing it, unless the context otherwise requires:

- 1.1. "Purchase Order Price" or "Purchase Order Value" shall mean the price payable to the Seller under the PO / Agreement for the full and proper performance of his contractual obligations;
- 1.2. "Country of origin": For purposes of this Clause "origin" means the place where the Goods were mined, grown or produced, or from which the services are supplied;
- 1.3. "Inspector" shall mean any person nominated by or on behalf of OMC to inspect supplier's Stores or works under the PO / Agreement or his duly authorized agent;
- 1.4. "Inspector" shall mean any person nominated by or on behalf of OMC to inspect supplier's Stores or works under the PO / Agreement or his duly authorized agent;
- 1.5. "Performance and Guarantee Tests" shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the PO / Agreement documents;
- 1.6. "Purchase Order (PO)" or "Agreement" shall mean the PO / Agreement and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto;
- 1.7. "Site" shall mean the place or places named in the PO / Agreement or such other place or places at which any work has to be carried out as may be approved by OMC;
- 1.8. "Supplier" or "Seller" shall mean the person, firm or company with whom the PO / Agreement is placed and shall be deemed to include the supplier in successors (approved by OMC) representatives, heirs, executors, administrators and permitted assignee as the case may be;
- 1.9. "Stores" or "Material" or "Goods" or "Equipment" means the goods specified in the supply order or schedule which the Seller has agreed to supply under PO / Agreement;
- 1.10. "Test" shall mean such test or tests as prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.

2. Scope of Supply

- 2.1. Scope of Supply shall be as defined in the Special Conditions of Contract and Annexure thereto.
- 2.2. The Goods / Equipment supplied under the PO / Agreement shall conform to the standards mentioned in Special Conditions of Contract, or such other standards which ensure equal or higher quality.

3. Instructions, Direction & Correspondence

- A) All instructions and orders to Seller shall, excepting what is herein provided, be given by OMC.
- B) All the Supply shall be carried out under the direction of and to the satisfaction of OMC.
- C) All communications including technical/commercial clarifications and/or comments shall be addressed to OMC shall always bear reference to the PO / Agreement.
- D) Invoices for payment against PO / Agreement shall be addressed to OMC.
- E) The PO / Agreement number shall be shown on all challans/ invoices, communications, packing lists, containers and bills of lading, (as applicable), etc.

4. PO / Agreement Obligations

- 4.1. If after award of the LoA, the Seller does not acknowledge the receipt of award or fails to furnish the Security Deposit within the prescribed time limit (as the case may be), OMC reserves the right to cancel the LoA and forfeit the EMD.
- 4.2. Once a PO / Agreement is accepted and confirmed and signed, the terms and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence.
- 4.3. The PO/ Agreement shall, in all respects, deemed to be and shall construe and operate as an Indian Contract in conformity with the Indian Laws

5. Modification in PO / Agreement

- 5.1. All modifications leading to changes in the PO / Agreement with respect to technical and/or commercial aspects including terms of delivery shall be considered valid only when accepted in writing by OMC by issuing amendment to the PO / Agreement. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of PO / Agreement in any manner except to the extent mutually agreed through a modification of PO / Agreement.
- 5.2. OMC shall not be bound by any printed conditions or provisions in the Seller's Bid Forms or acknowledgment of PO / Agreement, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to PO / Agreement.

6. Use of PO / Agreement Documents & Information

- 6.1. The Seller shall not, without OMC's prior written consent, disclose any approved plan, drawing, pattern, sample or information furnished by or on behalf of OMC in connection therewith, to any person other than a person employed by the Seller in the performance of the PO / Agreement. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
- 6.2. The Seller shall not, without OMC's prior written consent, make use of any document or information enumerated in Clause 6.1 except for purpose of performing the PO / Agreement.

7. Patent Rights, Liability & Compliance of Regulations

- 7.1. Seller hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and Seller agrees to be responsible for and to defend at his sole expense all suits and proceedings against OMC based on any such alleged patent infringement and to pay all costs, expenses and damages which OMC may have to pay or incur by reason of any such suit or proceedings.
- 7.2. The Seller shall indemnify OMC against all third-party claims of infringement of patent, trade mark or industrial design rights arising from use of the Goods / Equipment or any part thereof.
- 7.3. Seller shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely OMC from any claims/penalties arising out of any infringements.

8. Security Deposit

- 8.1. The Seller shall furnish Security Deposit as per the terms and conditions provided in the Bid document.
- 8.2. The Security Deposit shall be for due and faithful performance during the project execution period and is liable for forfeiture in the following cases:
 - If the successful Bidder fails to undertake the work after issuance of LoA, or
 - If the Seller abandons the work before its completion, or during its extended period, or
 - If the work performed by the Seller is not as per the Technical specification as agreed by the Seller, or
 - On breach of PO / Agreement by the Seller.

- 8.3. The proceeds of Security Deposit shall be appropriated by OMC as compensation for any loss resulting from the Seller's failure to complete his obligations under the PO / Agreement without prejudice to any of the rights or remedies OMC may be entitled to as per terms and conditions of PO / Agreement.
- 8.4. Security Deposit shall be extended by the Seller in the event of delay in completion of work, as defined in the PO / Agreement for any reason whatsoever. OMC's claim period shall remain valid for twelve months after the expiry of the guarantee/warranty/Defect Liability Period or till the satisfactory performance of the objectives of the PO / Agreement, whichever is later.
- 8.5. The Security Deposit shall not carry any interest.

9. Inspection, Testing & Expediting

- 9.1. OMC or its authorized representative shall have the right to inspect and/or to test the Goods / Equipment to confirm their conformity to the PO / Agreement specifications. The Special Conditions of Contract shall specify what inspections and tests OMC requires and where they are to be conducted. The place where inspections and tests may be conducted shall also be specified.
- 9.2. Should any inspected or tested Goods / Equipment fail to conform to the specifications, OMC may reject them and the Seller shall either replace the rejected Goods / Equipment or make all alterations necessary to meet Specifications' requirements, free of cost to OMC.
- 9.3. The Inspector shall follow the progress of the manufacture of the Goods / Equipment under the PO / Agreement to ensure that the requirements outlined in the PO / Agreement are not being deviated with respect to schedule and quality.
- 9.4. Seller shall allow the Inspector to visit, during working hours, the workshops relevant for execution of the PO / Agreement during the entire period of PO / Agreement validity.
- 9.5. Seller shall place at the disposal of the Inspector, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the Goods / Equipment. The Inspector is entitled to prohibit the use and dispatch of Goods / Equipment and/or materials which have failed to comply with the characteristics required for the Goods / Equipment during tests and inspections.
- 9.6. Seller shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.

- 9.7. Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at Seller's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the Inspector, copy of such standards.
- 9.8. Nothing in Clause 9 shall in any way release the Seller from any warranty or other obligations under this PO / Agreement.
- 9.9. Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by Seller.
- 9.10. Inspection & Rejection of Goods / Equipment / Materials by consignees

When materials are rejected by the consignee, the Seller shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the Seller. The Seller will be called upon either to remove the materials or to give instructions as to their disposal, within 14 days of notice, failing which the consignee will either return the materials to the Seller freight to pay or otherwise dispose them off at the Seller's risk and cost. OMC shall in no way be responsible for any deterioration or damage to the Goods / Equipment under any circumstances whatsoever

- 9.11. Preliminary inspection at Seller's works by Inspector shall not prejudice OMC's claim for rejection of the Goods / Equipment on final inspection at Site or claims under warranty Provisions

10. Time Schedule & Progress Reporting

- 10.1. Together with the Purchase Order / Agreement confirmation, Seller shall submit to OMC, its time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the Goods / Equipment. The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning.
- 10.2. OMC's representatives shall have the right to inspect Seller's premises with a view to evaluating the actual progress of work on the basis of Seller's time schedule documentation.
- 10.3. Irrespective of such inspection, Seller shall advise OMC, at the earliest possible date of any anticipated delay in the progress.

- 10.4. Notwithstanding the above, in case progress on the execution of PO / Agreement at various stages is not as per phased time schedule and is not satisfactory in the opinion of OMC which shall be conclusive or Seller shall neglect to execute the PO / Agreement with due diligence and expedition or shall contravene the provisions of the PO / Agreement, OMC may give notice of the same in writing to the Seller calling upon him to make good the failure, neglect or contravention complained of.

11. Delivery & Documents

- 11.1. Delivery of the Goods / equipment shall be made by the Seller in accordance with terms specified in the Special Conditions of Contract, and the Goods / Equipment shall remain at the risk of the Seller until delivery has been accepted by OMC.
- 11.2. Delivery shall be deemed to have been made on receipt of Goods / Equipment by OMC at the designated site(s).
- 11.3. The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of OMC. Any request concerning delay will be void unless accepted by OMC.
- 11.4. The documentation shall be delivered in due time, in proper form and in the required number of copies as specified in the Special Conditions of Contract.

12. Mode of delivery, Transit Risk Insurance, Packing & Forwarding and Handling charges

Details regarding Mode of delivery, Transit Risk Insurance, Packing & Forwarding and Handling charges shall be specified in the Special Conditions of Contract.

13. Terms of Payment

- 13.1. Details about the method of payment, payment terms, billings, place of payment, etc. under this PO / Agreement shall be specified in the Special Conditions of Contract.
- 13.2. All payments shall be made in INR only and shall be made directly to the bank account of the Seller.
- 13.3. No advance shall be paid and no letter of credit shall be issued.
- 13.4. Payment shall be released within 30 (Thirty) days after receipt of relevant documents complete in all respects.
- 13.5. No interest charges for delay in payments, if any, shall be payable by OMC.
- 13.6. Defective bills shall be returned to the Seller within 7 (seven) working days. No payment shall be made on defective/incomplete bills.
- 13.7. Provision of part payment against part supply of consignment at consignee's end may be incorporated in Purchase order on the merit of the case (only if the part consignment can be used independently), provided necessary stipulation is made in the notice inviting tender.

14. Subletting & Assignment

- 14.1. The Seller shall not without previous consent in writing of OMC, sublet, transfer or assign the PO / Agreement or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the Seller from any obligation, duty or responsibility under the PO / Agreement.

15. Delivery Period

- 15.1. The delivery period shall be as given in Special Conditions of Contract. Extension in delivery period may be granted by OMC only in cases where the delay is not attributed to the Seller.
- 15.2. It may be noted that any extension of delivery period shall be at the sole option of OMC only and any extension must be in writing and with the approval of the competent authority of OMC.

16. Cancellation of Purchase Order /Agreement

- 16.1. If the Seller fails to fulfil the terms and conditions of the Purchase Order / Agreement which are spelt out in the Tender Document, OMC shall have the right to terminate the Purchase Order / Agreement and award the total or balance work (if any) to any other Seller at the risk and cost of the said Seller after giving 30 days' notice to the Seller as to why said work shall not be awarded to another entity at his risk and cost. Further the Purchase Order / Agreement could be terminated by OMC if:

- i) There is a force-majeure situation,
- ii) Seller has given false declaration or document including affidavit,
- iii) Due to conflict of interest between OMC & Seller during the Purchase Order / Agreement execution,
- iv) The Seller defaults in proceeding with the work as per the milestones and/or in complying with any of the terms and conditions, stipulated in the Purchase Order / Agreement,
- v) The Seller or firm or any of the partner represented by the Seller, in the subject Purchase Order / Agreement is adjudged as Insolvent by the concerned authority and further if the Seller entity has been wound up and dissolved,
- vi) The Seller assigns/transfers/sub-lets the entire work or a portion thereof without the approval of the Competent Authority,
- vii) The Seller offers to give or agrees to give gift or any other consideration tangible or intangible, as inducement or reward for seeking or offering benefits in the Purchase Order / Agreement as the case may be,
- viii) A court order or an order of a competent statutory forum is received in respect of the Service under consideration of the Purchase Order / Agreement.

Termination of the agreement shall not relieve the Seller of any obligations which expressly or by necessary implication survives termination. Except as otherwise provided in any provisions of the agreement expressly limiting the liability of the Seller, shall not relieve the Seller of any obligations or liability for loss or damage to OMC arising out of or caused by acts or omissions of the Seller prior to the effective date of termination or arising out of such termination. Even if Purchase Order / Agreement is terminated/abandoned prematurely, OMC reserves the right to deduct/impose penalties and shall remain indemnified, till such time all or any such claims are suitably addressed. OMC reserves the right to appropriate the Performance Security, as a genuine pre-estimated damages suffered by OMC for the non-performance by the Seller. OMC may also impose further penalties on the Seller such as holidaying/banning/blacklisting for a specific period of time. In all such cases, the decision of OMC shall be final. This notice shall be in accordance with Clause 16.1.

17. Right to risk purchase

If the supplier fails to fulfill the terms and conditions of the PO, OMC shall have the right to procure the goods from any other party for the execution/ completion of the scope of supply and installation (as the case maybe) under the PO and recover from the supplier all charges/expenses/losses/damages suffered by OMC, at the risk and cost of the supplier, after giving 15 (fifteen) days of notice to the supplier. This will be without prejudice to the rights of OMC for any other action including termination of the PO.

18. Force Majeure

18.1. "Force Majeure Event" means any event or circumstances or combination of events or circumstances which:

- A) Are beyond the reasonable control of the Party affected by such event (the Affected Party); and cannot by exercise of reasonable diligence, reasonable precautions and reasonable alternative measures (where sufficient time to adopt such precautions or alternative measures before the occurrence of such event or circumstances is available), be prevented or caused to be prevented;
- B) Materially and adversely affects such Party's performance of its duties or obligations or enjoyment of its rights under this PO / Agreement.

18.2. As soon as practicable and in any case within 7 (seven) days from the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party of the same, setting out the details of the Force Majeure Event.

18.3. If the Affected Party is rendered wholly or partially incapable of performing any of its obligations under this PO / Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event.

- 18.4. If a Force Majeure Event described above, in the reasonable judgment of the Parties, is likely to continue beyond a period of 6 (six) months or any other period as stipulated in the Bid document, the parties may mutually decide to terminate the PO /Agreement or continue the PO / Agreement on mutually agreed revised terms.

19. Dispute Resolution

- 19.1. Any dispute, difference or controversy of whatever nature howsoever arising under, or out of, or in relation, to this tender or the PO (including its interpretation) between OMC and the Seller, and so notified in writing by either party to the other party shall, in the first instance, be attempted to be resolved amicably and the parties agree to use their best efforts for resolving all disputes arising under or in respect of this tender promptly, equitably and in good faith. In the event of any dispute between the parties, it is agreed that a discussion shall be held between the supplier and OMC within 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the dispute. If such meeting does not take place within the 7 (seven) day period or the dispute is not amicably settled within 15 (fifteen) days of the meeting, the dispute, if referred to, shall be decided by the Civil Court of competent jurisdiction at Bhubaneswar. There shall be no arbitration between the Parties. The provisions of Arbitration & Conciliation Act,1996 as amended from time to time, shall have no application to the present work.

- 19.2. Governing law and jurisdiction: This Purchase Order/ Agreement shall be construed and interpreted in accordance with and governed by the laws of State and Central Government in force in India. The Courts at Bhubaneswar shall have exclusive jurisdiction over all matters arising out of or relating to this Purchase Order/ Agreement.

20. Governing Language

The PO / Agreement shall be written in English language as specified by OMC in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the PO / Agreement which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.

21. Notices

Any notice given by one party to the other pursuant to the PO / Agreement shall be sent in writing or by email. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

22. Permits & Certificates

- 22.1. Seller shall procure, at his expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and Seller further agrees to hold OMC harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules.

23. General

23.1. The Seller shall be deemed to have carefully examined all PO / Agreement documents to its entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfill his obligation under the PO / Agreement documents.

23.2. The General Conditions of Contract (GCC)-Goods shall apply to the extent that they are not superseded by provisions of other parts of the Special Conditions of Contract.

23.3. Losses due to non-compliance of Instructions

Losses or damages occurring to OMC owing to the Seller's failure to adhere to any of the instructions given by OMC in connection with the contract execution shall be recoverable from the Seller.

23.4. Recovery of sums due

All costs, damages or expenses which OMC may have paid, for which under the PO / Agreement, the Seller is liable, may be recovered by OMC (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the Seller under this PO / Agreement or other POs / Agreements and/or may be recovered by action at law or otherwise. If the same due to the Seller be not sufficient to recover the recoverable amount, the Seller shall pay to OMC, on demand, the balance amount.

24. Fall Clause

The price charged for the goods supplied by the supplier shall in no event exceed the lowest price at which the supplier sells the goods or offers to sell goods of identical description to any person(s)/ organization(s) including OMC or to the Central Government or State Government departments or any Public Sector undertakings of the Central or a State Government, as the case may be, during the period till the completion of the entire scope of supply and installation (as the case may be) under this PO / Agreement. If the supplier reduces its price or sells or even offers to sell the same goods, at a price lower than the price under this PO / Agreement, to any person or organization during the currency of this PO / Agreement, the price of the PO / Agreement shall be automatically reduced with effect from that date for the subsequent supply of all goods under this PO / Agreement shall be amended accordingly.

25. Liability and Indemnity

25.1. Seller shall indemnify, defend and hold OMC harmless against:

- a) any and all third party claims, actions, suits or proceedings against OMC, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of breach by the Seller of any of its obligations under the PO / Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of the PO / Agreement, or breach of statutory duty on the part of OMC, its suppliers and contractors, employees, servants or agents; and

- b) any and all losses, damages, costs, and expenses including legal costs, fines, penalties and interest actually suffered or incurred by OMC from third party claims arising by reason of breach by the Seller of any of its obligations under this PO / Agreement, except to the extent that any such losses, damages, cost & expenses including legal costs, fines, penalties and interest (together to constitute "Indemnifiable Losses") have arisen due to negligent act or omission breach of the PO / Agreement, or breach of statutory duty on the part of OMC, its suppliers or contractors, employees, servants or agents or any of the representations; and
- c) to the extent of the value of free issue materials to be issued till such time the entire PO / Agreement is executed and proper account for the free issue materials is rendered and the left over / surplus and scrap items are returned to OMC. The Seller shall not utilize OMC's free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause / result in any loss/damage to OMC and in which case, the Seller shall be liable to OMC to pay compensation to the full extent of damage / loss and undertake to pay the same.

25.2. OMC remains indemnified (even if the PO / Agreement ends pre-maturely) towards all or any obligations due to OMC by the Seller and shall continue to remain in force till such time all or any such claims are suitably addressed.

26. Publicity & Advertising

Seller shall not without the written permission of OMC make a reference to OMC or any Company affiliated with OMC or to the destination or the description of goods or services supplied under the PO / Agreement in any publication, publicity or advertising media.

27. Blacklisting

Blacklisting of a business concern/entity or supplier may be resorted to in following cases:

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- i) If the Proprietor or Partner or Director of the business concern/entity is convicted by a Court of Law, following prosecution under the normal process of Law for an offence involving moral turpitude in relations to business dealings;
- ii) If security consideration of the state i.e. any action that jeopardize the security of the State.
- iii) If there is justification for believing that the Proprietor or Partner or Director of the concern/entity has been guilty of malpractices such as bribery, corruption, cheating, fraud and tender fixing etc.
- iv) If the business concern/entity refuses / fails to return OMC's dues without adequate cause;
- v) If the business concern/entity is blacklisted by any Department of the Central Government / State Government/Central PSU/State PSU.

- vi) If the business concern/entity is a concern/entity evader of Central / State taxes / duties for which OMC has received notice from the concerned department of Central / State Govt.
- vii) If internal violation of important conditions of contract/agreement.
- viii) If submission of false/fabricated/forged documents for consideration of a tender.

28. Safety

- 28.1. The Supplier shall comply with all the stipulations and requirements of DGMS as well as with other applicable laws concerning mine safety and as applicable and relevant to its scope of services. The Supplier shall at all times be responsible to carry out all operations as per the extant applicable laws. The Supplier shall also be responsible for complying with the statutory obligations of the state Pollution Control Board and other environmental and safety regulations. The Supplier shall ensure that its operations create no hazards or disturbance for the surrounding inhabitants and areas.
- 28.2. OMC may from time to time audit the safety practices employed by the Supplier and the Supplier shall comply with the recommendations/ directions made by OMC as a result of such audit.
- 28.3. During the course of the contract period, if any accident occurs whether major or minor in which the Supplier or its employees are involved or are responsible, the Supplier shall immediately inform OMC without any delay.
- 28.4. The Supplier shall indemnify OMC from any liability falling on OMC due to any accident, whether minor or major, or by any act of commission/omission by the Supplier or by its representatives or by its employees. If OMC is made liable for any such claim by the court of law or any other authority, the same shall be reimbursed to OMC by the Supplier as if OMC has paid on their behalf. The same shall be adjusted from the invoices payable by OMC to the Supplier, if not paid within a period of 30 (thirty) days of such payment being made by OMC. The amount so paid by OMC on behalf of the Supplier can also be recovered from the other Contracts of the Supplier with OMC. If the amount so paid by OMC cannot be recovered in either of the two modes, in that event, the amount so paid by OMC on behalf of the Supplier shall be treated as a Public Demand and recovered as per the provisions of O.P.D.R. Act, 1962 & Rules framed thereunder/ Civil suit may be instituted against the Supplier for the purpose.

Annexure 2: Special Conditions of Contract

1. General

These Special Conditions of Contract delete, amend or add to the clauses in the General Conditions of Contract. In the event of an inconsistency, these Special Conditions of Contract shall supersede or take precedence over the General Conditions of Contract to the extent of that inconsistency.

2. Scope of Supply

The selected bidder shall supply the following transformer as per Annexure-2 for OMC:

Sl. No.	Name/ type of goods	Qty. in No.	Delivery location
1	Design, Engineering, Supply, Erection, Testing and Commissioning Of 11KV/90V-115V-155V Shell Type Transformer with mandatory spares for 9 MVA Sub Merged Electric Arc Furnace of Ferrochrome Plant of OMC at J K Road	1	Ferrochrome Plant, Jajpur Road, Odisha-755020

1. The bidders shall visit the FCP, OMCL Plant site, before submission of their bid to examine the site constraints to design the required transformer suitable for FCP use along with its related auxiliaries & control / protection system.
2. Design, Engineering, Supply, Erection, Testing and Commissioning of 9 MVA, 11KV/90V-115V-155 V Shell type Transformer for the Submerged Electric Arc Furnace for ensuring smooth operation of the furnaces.
 - (a) The design of the transformer shall be as per detailed specifications placed at Annexure-2 of the tender document.
 - (b) The present design of the cooling system is as per detailed technical specifications mentioned in tender document. However, the manufacturer / supplier shall modify & design the cooling system taking into consideration the site constraints & its best practices.
 - (c) Auxiliary services like present OLTC (On-Load Tap Changer) is as per existing transformer design. However, the manufacturer / supplier shall supply suitably designed OLTC suitable for Furnace Transformer operation. The on-load tap changer should be Vacuum Interrupter type & make preferably reputed company like MR, Germany / ABB(Hitachi).
 - (d) Dismantling of existing Transformer at site is not in agency scope.

Inspection: Prior to dispatch the transformer from the manufacturer / supplier works to FCPOMC site, the transformer should be inspected by executive of OMC. Accordingly, clearance shall be given for dispatch to FCPOMC site.

The Tax, duties etc & transit insurance should be cleared by the manufacturer / supplier before dispatch of Transformer to Ferrochrome Plant, OMC, Jajpur Road.

Any damage or demurrage during transit of the transformer should be borne by the manufacturer / supplier.

3. Erection

Transformer erection work is the comprehensive process of installing, assembling, and commissioning an electrical transformer on-site, involving careful site preparation (foundation, drainage), safe handling and positioning with cranes, attaching accessories (radiators, bushings), filling with clean oil, making electrical/earthing connections, and extensive pre-commissioning tests (IR, TTR, winding resistance, etc.) to ensure safe, reliable operation before energization. It demands precision to avoid mechanical shocks, moisture, or leaks, ensuring the transformer performs efficiently within the electrical grid.

Key Stages to be followed & done by the bidder during Transformer Erection

- i. Site Preparation:** Clearing the area, ensuring proper drainage, installing sturdy foundations (concrete pads with rails), and setting up earthing grids.
- ii. Transportation & Unloading:** Careful transport to site, using heavy equipment (cranes, lifters) to unload and move the transformer onto the foundation, preventing mechanical shock.
- iii. Assembly:**
 - Mounting accessories like radiators, conservator tank, breather, and bushings.
 - Properly tightening bolts to prevent oil leaks.
 - Releasing gas from cylinders during bushing installation to keep moisture out.
- iv. Oil Handling:**
 - Vacuuming the main tank to remove moisture.
 - Flushing radiators internally with oil.
 - Filling the tank with clean, dry insulating oil.
- v. Electrical Connections:**
 - Terminating High Voltage (HV) and Low Voltage (LV) cables.
 - Connecting control wiring and protection relays.
 - Ensuring complete and correct earthing of the tank and neutral.
- vi.** The bidder should intimate FCP OMCL before minimum 07 days of starting erection & commissioning work of the transformer.
- vii.** All tools & tackles shall be arranged by the bidder.
- viii.** The bidder shall dismantle of old transformer from the site & shifting it to the Stores.

Safety:

- i. Adequate safety precaution & norms shall be followed & ensure by the bidder to Prevents electrical hazards and personnel & equipment handling safety.
- ii. During the execution of work Approval & statutory clearance from the Chief Electrical Inspector shall be obtained by the bidder.

Trial Run:

- i. After satisfactory completion of installation, commissioning & testing complete in all respect, the transformer shall be operated for trial run for 10 days as per scheduled loads from time to time.
- ii. This work of Erection, Testing shall be completed within 15 days of date of supply of the said Transformer at site.

4. Commissioning

Pre-commissioning Tests: Insulation Resistance (IR), Turns Ratio (TTR), Winding Resistance, Vector Group, Oil Breakdown Voltage (BDV) etc shall be done by the bidder by engaging a govt firm / Govt registered firm or reputed outside agency. All the test reports shall be submitted by the bidder to FCP, OMC after successful completion of commissioning & testing of the transformer.

Final Checks: Setting voltage taps, checking oil levels, verifying protection settings.

Energization: Energizing the transformer after all tests are satisfactory.

Preliminary Acceptance Certificate: The manufacturer / supplier shall ensure FCP, OMC all required test parameters and control parameters conducted on the transformer prior to trial run for 10 days from the date of commissioning of the transformer.

Final Acceptance Certificate: After successful operation of PAC for 10 days & satisfying to various loads changes & smooth functioning of all control parameters of the transformer for the periods of 12 months final acceptance certificate shall be consider.

The bidder shall be liable for any defect that may arise in the transformer due to poor workmanship, wrong installation, commissioning & testing during the guarantee period of 18 months from the date of supply or 12 months from the date of commissioning, whichever is earlier. The equipments shall be guaranteed for satisfactory and trouble-free operation for a period of 18 months from the date of commissioning Any defects noticed during the guarantee period shall be repaired/replaced, without any cost to the purchaser.

Note:

1. Design, Engineering, Supply, Erection, Testing and Commissioning of Transformers along with mandatory spares shall be in the scope of the Agency. The bidder's quoted price shall be inclusive of above complete in all respect.
2. Unloading of Transformer at site shall be in the scope of bidder. However, supervision during unloading of the material at the site shall be done by OEM/Bidder representative to ensure proper unloading, site shifting & storage at site.
3. The OEM/Bidder shall provide unloading manual/procedure and list of special tools & tonnage capacity of hydra required for unloading & storage.

2.1. Specifications including technical parameters

- i) The detailed BoQ and specification of items including technical parameter is mentioned as per Annexure-2. The Agency shall submit signed and stamped specification compliance sheet along with the techno-commercial bid.
- ii) The Agency shall submit the drawings to OMC for approval within 15 days from release of PO.

2.2. Delivery period

The delivery period of Transformer along with mandatory spares shall be in the below mentioned timeframe:

The timeline for the supply of Transformer shall be as follows:

Sl. No.	Milestone	Timeline in Month
1	Issue of LOA	T0
2	Acceptance of LOA	T1=T0+7 Days
3	Submission of Drawings for approval	T1= T0+1 Month
4	Approval of Drawings from OMC	T2= T1+1 Month
Delivery of Transformer at site is 18 Months from the Drawing approval from OMC.		
5	Readiness of Transformer at factory	T3=T2+16 Month
6	Pre-dispatch inspection, Testing, Delivery at site	T4=T3+2 Month
7	Installation, testing & commissioning of Transformer	1 month from the date of site clearance & handing over by OMC

2.3. Warranty

- 2.3.1. The supply, installation, commissioning & testing of transformer covers a Guarantee / warranty for the periods of 18 months from the date of supply or 12 months from the date of commissioning, whichever is earlier. During this period the manufacturer / supplier shall replace the defective parts / spares of the transformer free of cost.

- 2.3.2 The bidder shall be liable for any defect that may arise in the transformer due to poor workmanship, wrong installation, commissioning & testing during the guarantee period of 18 months from the date of supply or 12 months from the date of commissioning, whichever is earlier. The equipments shall be guaranteed for satisfactory and trouble-free operation for a period of 18 months from the date of commissioning Any defects noticed during the guarantee period shall be repaired/replaced, without any cost to the purchaser.
- 2.3.3 The warranty will cover all major & minor parts of the equipment, and any replacement or repair required of the defective parts within the warranty period will be provided by the Agency at free of cost at the required destination or replace the complete, if required.
- 2.3.4 Replacement under warranty clause shall be made by the Agency free of all charges on site including freight, insurance and other incidental charges.
- 2.3.5 Warranty certificate shall be submitted by the Agency along with the invoice and other dispatch documents.
- 2.3.6 The Agency shall promptly respond the complaint of the purchaser otherwise steps shall be taken for recovery of the expenditure incurred by the user from the Security Deposit.
- 2.3.7 OMC decision regarding the defects and/ or substandard nature of the goods supplied shall be final.

2.4 Guarantee for Supply of Mandatory Spare Parts

- 2.4.2 The Agency shall provide Guarantee of the spare parts of the supplied Transformer sets till the equipment supplied is in use by OMC.
- 2.4.3 The Agency shall provide adequate notice to OMC, before going out of production of spare parts.
- 2.4.4 The Agency shall provide blueprints, drawings of spare parts and specification of materials to OMC at no extra cost, in case spare parts go out of production at the Agency site.

3 Payment terms:

Payment to the seller shall be released as per below milestone:

Sl. No.	Milestone	Payment	Payment Terms
1	Supply of material	90% of the material value with GST in full	90% of the material value along with applicable GST in full after delivery and acceptance at site.
2	Installation & Commissioning	100% of the Installation & Commissioning value with GST in full	100% of the Installation & Commissioning value with GST in full after successful installation & commissioning.
2	Completion of Warranty period	10% of the material value	Balance 10% of material value shall be released either a. After expiry of warranty period; or b. Against submission of equivalent amount of e-PBG/PBG in as per format provided in Annexure 8. – e-PBG/PBG to be valid till the completion of warranty period with applicable claim period. c. The Security deposit shall be returned by OMC after completion of supply along with installation and commissioning of materials with due approval of the competent authority of OMC.

- 3.3 The place of payment shall be the Head office of OMC. The invoice shall be submitted by the Agency for 100% of the PO value including 100% GST.
- 3.4 Payment shall be released within 30 (thirty) days after receipt of relevant documents complete in all respects and there is no complaint from site.
- 3.5 The security deposit shall be submitted as e-PBG as per format provided in Annexure 8. BG shall be returned post the warranty period, if there is no complaint from the site.

4 Repeat Order

A Repeat order against this order may be placed at the same rate, terms and conditions as per the original order for any location of OMC within Odisha within one year from date of successfully supply of Transformer.

Conditions for repeat Order:

- There is no downward trend in the price of the item. (The Agency should submit a declaration of the same in the company letter head).
- The total value of repeat order shall not exceed 100% of the original order value.
- There shall be no price or rate revision throughout the contract period.

5. Security Deposit:

- a. The agency shall furnish Security Deposit as per the terms and conditions provided in the Bid document (DATA SHEET).
- b. The Security Deposit shall be for due and faithful performance during the project execution period and is liable for forfeiture in the following cases:
 - If the successful Bidder fails to undertake the work after issuance of LoA, or
 - If the Agency abandons the work before its completion, or during its extended period, or
 - If the work performed by the Agency is not as per the technical specification as agreed by the Agency, or
 - On breach of PO by the Agency
- c. The proceeds of Security Deposit shall be appropriated by OMC as compensation for any loss resulting from the Agency's failure to complete his obligations under the PO / without prejudice to any of the rights or remedies OMC may be entitled to as per terms and conditions of PO.
- d. Security Deposit shall be extended by the Agency in the event of delay in completion of work, as defined in the PO for any reason whatsoever.
- e. The SD shall be returned by OMC after completion of work subject to inspection and acceptance of the materials from the concerned Mines/Region.
- f. For the avoidance of doubt, it is hereby clarified, that the Security Deposit shall not carry any interest.

6. Taxes & Duties

a. Indirect Taxes

- A) The Seller agrees to and, hereby accepts full and exclusive liability for payment of any and all taxes, duties, charges and levies as per the Applicable Laws as applicable for the Scope of Supply in accordance with the provisions of this PO /

Agreement. In case it is increased or decreased under any statute, rules, regulations, notifications, etc. of any Authority, the impact shall be to the account of OMC subject to submission of documentary evidence to the satisfaction of OMC.

- B) Obligations relating to Goods and Services Tax (GST)
- i) The Seller should have registration under GST Acts
 - ii) The Seller has to raise Invoice as required under section 31 of the GST Act and relevant Rules made there under.
 - iii) The Invoice should contain the following particulars as required under Rule 46 of CGST Rules;
 - a. Name, address and Goods and Services Tax Identification Number of the Supplier;
 - b. A consecutive serial number not exceeding sixteen characters, in one or multiple series, containing alphabets or numerals or special characters-hyphen or dash and slash symbolised as “-” and “/” respectively, and any combination thereof, unique for a financial year;
 - c. Date of its issue;
 - d. Name, address and Goods and Services Tax Identification Number or Unique Identity Number, if registered, of the recipient;
 - e. Harmonised System of Nomenclature code for goods or SAC code for services;
 - f. Description of goods or services;
 - g. Quantity in case of goods and unit or Unique Quantity Code thereof;
 - h. Total value of supply of goods or services or both;
 - i. Taxable value of the supply of goods or services or both taking into account discount or abatement, if any;
 - j. Rate of tax (Central tax, State tax, integrated tax, Union territory tax or Cess);
 - k. Amount of tax charged in respect of taxable goods or services (Central tax, State tax, integrated tax, Union territory tax or Cess);
 - l. Place of supply along with the name of the State, in the case of a supply in the course of Inter-State Trade or Commerce;
 - m. Address of delivery where the same is different from the place of supply;
 - n. Whether the tax is payable on reverse charge basis; and
 - o. Signature or digital signature of the supplier or his authorized representative.
 - iv) The Seller should file the GST Returns as required in the GST Acts, and details of Invoice submitted to OMC and GST amount charged thereon should reflect in Form GSTR-2A/ GSTR-2B within a reasonable time, so as to make OMC enable to take Input Tax Credit (ITC) of the GST amount paid against those invoices.
 - v) If due to any reason attributable to the Seller, Input credit of the GST amount paid on Invoices raised by the Seller is not available to OMC/denied by the dept. then the same will be recovered from the payments of the Seller or the

Seller has to deposit an equivalent amount.

- vi) The Seller has to comply with all the Provisions of GST Acts, Rules and Notifications issued there under.
- vii) The Seller will comply with the "Anti profiteering Measure" as required under Section 171 of the CGST Act.
- viii) The Seller hereby undertakes to indemnify OMC, from any liabilities arising in future due to noncompliance by the Seller of the GST Acts, Rules and any other Acts currently in force and applicable to the Seller in relation to the job assigned to the Seller by OMC.
- ix) E-Invoicing: The agency shall comply with provisions of E-Invoicing under GST Act (if applicable to the agency)
- x) E-way bill: The agency shall comply with provisions of E-way bill under GST Act.
- ix) TDS under GST Rules: Applicable TDS shall be deducted as per GST rule.

b. Direct Taxes

TDS as applicable shall be deducted under Income Tax Act,1961 and certificate of deduction shall be provided by OMC to the Seller in accordance with the provisions of Income Tax Act,1961.

7. Liquidated Damages

a. If the Seller fails to supply Transformer within the delivery period and any extension thereof, unless such failure is due to force majeure situation or due to OMC's default, liquidated damages (LD) shall be imposed by OMC on the Seller. However, imposition of LD shall be without prejudice to the other remedies available to OMC under the terms of the PO.

b. LD for Delay in Supply: In case of delay in supply of the Transformer, the Agency shall pay damages applicable at the rate of 0.5% of the delayed supply portion of Purchase Order (excluding taxes and duties) for delay for each week or part of the week of delay, subject to a maximum value of 5% of the value of the delayed supply portion of Purchase Order (excluding taxes and duties). GST on LD shall be recovered in addition to the LD amount.

In case of delay in installation and commissioning of the goods from the date of site clearance given by OMC, the LD shall be calculated as 2 % of the value of services (excluding taxes) of delayed portion per each month or part there of delay subject to maximum of 10% of the total ordered value excluding taxes.

c. The delivery period shall start from the date of acceptance of the PO / Agreement or seven days from the date of issue of PO / Agreement, whichever is earlier.

d. OMC shall have full liberty to realize the LD through the following ways:

A) Appropriation of the Security Deposit/Performance Security; OR

- B) Reduction of the invoice/document value and release of the payment accordingly
- e. Any waiver of LD shall be at the sole option of OMC only and any extension must be in writing and with the approval of the competent authority of OMC.
If at any time during the PO / Agreement, the Seller encounters conditions that may impact the timely supply and installation (as the case maybe) of goods, the Seller shall promptly notify to OMC in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Seller's notice, OMC shall evaluate the situation and may at its discretion waive the LD on the request of the Seller.
- 8. Penalty for bad/ sub-standard work:**
If it appears to the concerned in charge or his/her authorized representatives that any work that has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description or otherwise not in accordance with the order/requirement, the concerned in charge shall ask the Agency/Supplier in writing to rectify / remove / dismantle the said defective parts/components/material and rebuild / reconstruct/rectify the same as per the specification of the order/tender document or requirement . The Agency/Supplier shall forthwith rectify or remove / dismantle such defective work and rebuild / reconstruct/rectify the same as per direction of concerned in charge and specifications of the tender/PO/Contract. In case the Supplier/Agency fails to do the same, the cost for the removal / dismantling and rectification/ rebuilding/ reconstructing of the particular defective work shall be recovered from any payment due to the Supplier/Agency Security Deposit and Performance Security.
- 9. Liable for damage done and imperfection made:**
If the Supplier/Agency or his/her people break, deface, injure or destroy any part of the equipment or any adjacent building, road, fence, enclosure of grass land or cultivated ground on which the work or any part of it is being executed, the Supplier/Agency shall replace/rectify the same at his own expense.

In the Supplier/Agency fails to replace/rectify the damaged make by him/her, the cost for the same shall be recovered from any payment due to the Supplier/Agency Security Deposit and Performance Security.
- 10. Designated key contacts of OMC**
Name: Sanjay Kumar Sahoo
Email: sanjay.sahoo@odishamining.in
Phone: 8275721218
- 11. Limitation of Liability**
Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the Purchase Order / Agreement or otherwise shall be limited to 100% of Purchase Order / Agreement price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

12. Right of Risk Purchase

If the Agency fails to fulfill the terms and conditions of the order, OMC shall have the right to procure the materials from any other party for execution / completion of the Purchase Order and recover from Agency all charges / expenses / losses / damages suffered by OMC, at the risk and cost of the Agency after giving 15 days' notice to the seller. This will be without prejudice to the rights of OMC for any other action including termination.

13. Technical specification of 9 MVA, 11KV/90-115-155V Submerged electric arc furnace shell type transformer.

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**TECHNICAL SPECIFICATION
FOR
9MVA SUBMERGED ARC FURNACE SHELL TYPE TRANSFORMER**

DISCLAIMER

No review or approval of plans, specifications or other information or documentation by OMCL shall constitute a representation or warranty by OMCL, that such plans, specifications other information or documentation satisfy any applicable laws or other requirements or we provide for a safe operation or ensure the desired performance and no such review or approval shall make FCP OMC otherwise liable with respect thereto. The contractor shall be solely responsible for determining whether its plans, specifications, supplies, procedures and construction meet the objectives of the project, satisfy applicable laws and other requirements and will provide for a safe operation.

Notwithstanding the information or indicative plans furnished by OMCL in the tender solely as a likely alternative and not as an ultimate basis for design, the onus of a proper result-oriented design, engineering, supply and installation of the transformer rests entirely on the supplier and the supplier shall be solely liable for non-performance or non-delivery of the desired results.

1.0 INTENT OF SPECIFICATION

This specification is intended to cover the design, engineering, manufacture, stage inspection, assembly, testing at manufacturer's works, packing, loading on trailer at manufacturer's works. Supply & delivery at FCP OMC premises, supervision of erection and successful commissioning including testing at site of one no. Three-Phase 9 MVA Submerged Arc Furnace Shell Type Transformer complete with all fittings, accessories & auxiliary equipments for efficient and trouble-free operation

2.0 DESIGN CRITERIA

- 2.1 The loading on the transformer is Submerged Arc Furnace, whose secondary is often short circuited & unbalance loading is a predominant factor. Hence the supplier has to take special precaution in design of the core and winding to withstand heavy short circuit & unbalance forces. This is also to be demonstrated by the supplier through calculation.
- 2.2 The transformer shall conform to the latest Revisions of IEC-60076/IS 2026/IS 12977 The terminal marking, temperature rise, insulation level shall conform to IS. 2026, Part-4, Part-2, Part-3 respectively/IEC 60076. The furnace transformer, including its tap changing equipments, etc, shall be designed to withstand, without damage, the thermal and dynamic effects of external short circuit, in accordance with Clause 8 & 9 of IS: 2026 (Part 1), including latest Revisions

The transformer shall be installed indoors in hot, heavily polluted, humid atmosphere For Design purpose, fault level at 11KV source shall be considered as 500 MVA. The 11KV network is Un-earthed.

- 2.3 The transformer shall withstand short time current surges, in accordance with Clause 12.2 of IS: 12977/IEC 60076
- 2.4 The transformer shall be free from annoying hum or vibration The design shall be such as not to cause any undesirable interference with radio or communication circuits The noise level shall be limited to the value specified by NEMA Standard Publication No. TR-1-1993 when measured in accordance with conditions outlines in ANSI/IEEE C57 12.90-1999/IS13964/CBIP publication.
- 2.5 The transformer shall be capable of continuous operation at specified rating in accordance with Clause 4.3.1.4.3.2 and 4.4 of IS. 2026 (Part 1)/IEC 60076.
- 2.6 The transformer shall be copper wound, two winding, OFWF, Vector Group III/III, 11 KV/90-115-155 V with three phase OLTC in primary winding. The OLTC shall be of reputed made with minimum current rating of 800 Amps. For star connection, corresponding tap voltage will be divided by 1.732 Guaranteed positive sequence impedance between HV-LV at 75° Celsius shall be 6.5% maximum at 90 V tap. The supplier has to submit the calculated impedance at principal tap (115V) and 155 Volt tap.
- 2.7 i) The transformer shall have the following over flux withstand capability.
- a. 110% for continuous operation.
 - b. 125% for one minute.
- i) The transformer shall be suitable for the following duty cycle.
- a. 120% of the continuous apparent power for 2 hours.
 - b. 60% of the continuous apparent power for 1 hour
 - c. No power for % hour
- Total period for the load cycle is 3% hours
- 2.8 Marshalling box shall be provided for housing pump and cooler control. Auxiliary supply of 415 V AC and 110 V DC shall be made available. Pump and OLTC Driving mechanism motor shall be designed for 415V, 3 phase, 50 Hz rated, with class H insulation and control shall be arranged through MCCB (with trip feedback contact) and contactor.
- The marshalling box shall also contain all auxiliary devices & wide glass window for reading of temperature gauges. All terminal blocks for cable connection, with 20 spare blocks shall be located in the marshalling box. The marshalling box shall be provided with cubicle LED lamps with a door switch, space heater with thermostat and removable gland plate & printed connection drawing on the door.
- 2.9 The transformer shall be painted with enamel paint, dark admiralty gray (No. 632) of IS 5/1978, over 2 coats of anti-corrosive primer.
- 2.10 The transformer shall be equipped with One (1) shock recorder for transportation. This shock recorder should be returned upon arrival at site and analyzed by the experts of the Firm.

2.11 The terminal arrangements shall be as follows.

- i) HT Porcelain bushings shall be provided on top cover of the transformer. Total of 6 HT Bushings shall be provided for Star Delta connection. The Bushings shall be suitable for connecting single core 2 X 300 sq.mm Aluminum Cable.
- ii) LV bushing will be extended copper flat terminals 12mm thick from top of the transformer Nos of terminals per phase shall be 8 nos. with alternate polarity (Total 24 nos.). Each bushing copper flat shall be 250 mm wide with 9 drilled holes (3 x 3 array). Gland type arrangement with leak proof flexible packing around each terminal shall be provided to avoid leakage of oil / breakage of insulation, etc, due to vibrations from outgoing secondary bus bars connected to these terminals. Cross section of each terminal shall match to the existing system. Suitable rating copper flexible shall be provided inside transformer for each secondary raiser. Details of secondary bushings need the approval of the purchaser before manufacture.

2.12 The ON Load Tap Changer (OLTC) shall conform to the following specifications.

- i) It shall be suitable for operation in (a) Manual Local. (b) Electrical Local (c) Electrical Remote.
- ii) Tap changer shall be mounted in a separate enclosure having separate conservator. Oil Surge Relay, etc.
- iii) The on-load tap changer should be Vacuum Interrupter type & make preferably reputed company like MR, Germany / ABB(Hitachi).
- iv) The RTCC Panel to be supplied by the bidder shall be installed in the Furnace Control Room It shall have all annunciators as specified below and with one loose digital tap position indicator to be mounted on the Furnace Control Desk. No AVR is required in the RTCC panel

Window No.	Window Name	Window Colour
1	Buchholz TRIP	RED
2	Main Tank PRD Operated	RED
3	OLTC PRD Operated	RED
4	Winding Temperature High Trip	RED
5	Oil Temperature High Trip	RED
6	Oil surge Relay Operated	RED
7	Oil Level Low Low Trip	RED
8	Oil Flow Low Low (both) Trip	RED
9	Water Flow Low Low (both) Trip	RED
10	Oil Flow Low (both) Alarm	YELLOW
11	Water Flow Low (both) Alarm	YELLOW

12	Tap Change Time Exceeded	YELLOW
13	Tap Changer Problem	YELLOW
14	Oil Temp. High Alarm	YELLOW
15	Winding Temp. High Alarm	YELLOW
16	Air Seal Rubber Bellow Leakage	YELLOW
17	Differential Pressure High	YELLOW
18	Oil Level High Alarm	YELLOW
19	Oil Level Low Alarm	YELLOW
20	Buchholz Alarm	YELLOW
21	Oil Pump No. 1 Trip	YELLOW
22	Oil Pump No. 2 Trip	YELLOW

- 2.13 The grounding pads, located on the opposite sides of the tank, shall be provided for connection to plant grounding system. Grounding pad shall have clean buffed surface with two tapped holes, M10 GI bolts and spring washers for connection to 50mm 6mm G.S. flats Ground terminals shall also be provided on marshalling box RTCC panel to ensure the effective earthing. For continuity of earth connection, all gasketed joints shall be provided with minimum two (2) no. of GS. strip jumpers of adequate size
- 2.14 The transformer shall be filled with mineral insulating oil suitably inhibited to prevent sludging. The oil shall comply with IS-335-1983/IEC-296 The Tank should be filled in oil so that the core and winding are totally submerged in oil during transportation. Adequate transformer oil in non-returnable containers shall be supplied with the transformer for commissioning and 10% spare. Oil preservation shall be by means of conservator tank complete with silica gel breather and oil seal. Breather bottom position shall be at a height of 1.5 Meters from wheel bottom level.
- 2.15 All control, alarm and indication devices provided with the transformer shall be wired up to the terminal blocks Wiring shall be done with PVC wires in conduit or PVC armoured cable. Minimum wire size shall be 2.5 sq mm. stranded copper Not more than two wires shall be connected to a terminal. 20% spare terminals shall be provided All devices and terminal blocks within the marshalling box and RTCC panel shall be identified by symbols corresponding to those used in applicable schematic or wiring diagram
- 2.16 415V AC (TPN), 50 Hz and 110V DC power supply shall be made available to transformer at one point only MCCB/MCB shall be provided to receive the incoming supply
- 2.17 2 x 100% OFWF double tube oil-water coolers shall be mounted horizontally in one of the side faces of transformer except front (LV Terminal outlet direction) and rear faces. Provision of operating any pump with any cooler shall be made. Inlet and outlet Pipelines of oil for the two Heat Exchangers should be totally independent and should be complete with shut off valves and non-return valves.

Required water pressure at the inlet of the Heat Exchangers should be lower than the minimum static head of oil in the transformer when the oil pump is not in operation. The Heat Exchangers should be mounted on the lowest level of transformer tank, so that higher static head of Oil is available. The Bidder shall consider mounting the oil coolers separately, to be decided after making a Site visit. Pressure drop across the water circuit of the heat Exchanger should be in the maximum range of 0.05 to 0.075Kgf/cm². Disconnection of any pipe line (Oil or water) shall not be necessary to clean the Heat Exchangers.

Oil flow indicator for all heat exchangers with alarm and trip contacts at outlet side of heat exchanger & water flow indicators with alarm and trip contacts at outlet side are to be provided. Thermometer pockets for mercury in steel thermometers both for water and oil at inlet and outlet of all heat exchangers are to be provided. Differential Pressure gauges with alarm & trip contacts, Pressure gauges for oil and water for all heat exchangers, Filtering arrangement (strainer) for water inlet to heat exchanger to eliminate jamming of heat exchangers with a detachable system and a bypass system are to be provided.

- 2.18 The transformer along with all fittings and accessories shall be subject to Routine Tests as per Clause 16.1.2 of IS 2026 (Part 1)/IEC 60076, including latest Revisions. The tests shall be witnessed by the Purchasers and/or his authorized representatives. It is not proposed to carry out any Type Test or Special Tests of IS 2026 (Part-1)/IEC 60076) on the transformer to be supplied. The Type Test Reports of following tests conducted on transformers of similar ratings, in accordance of IS-2026 (Part-1)/IEC 60076, shall be submitted.
- i. Temperature Rise Test.
 - ii. Impulse Test.
 - iii. Short Circuit Dynamic Withstand Test.

- 2.19 The General Information of the Technical Requirements is attached as **Appendix-A**.

3.0 MANDATORY SPARES

Sl.	Item / Equipment	Qty. Required
1.0	Bushing HV&LV	3 (each HV & LV)
2.0	Winding Temperature Indicator	1
3.0	Oil Temperature Indicator	1
4.0	Pressure Relief Device Main Tank & OLTC	1+1
5.0	Magnetic oil level gauge Main Tank & OLTC	1+1
6.0	Buchholz Relay	1
7.0	Silica gel breather (Main tank and OLTC)	1+1
8.0	Oil Surge Relay	1
9.0	Gasket Set	
	Cover gasket	1
	Manhole gasket	2
	LV Bushing gasket	5
	HV Bushing gasket	2

4.0 DATA TO BE SUBMITTED ALONG WITH TENDER

4.1 The Bidder shall submit confirmation regarding the Design Criteria of technical specification.

4.2 The copies of the Type Test Reports of the following tests conducted transformers of similar rating in accordance of IS-2016 (Part-1)/IEC 60076.

- a) Temperature Rise Test in accordance with Clause 4 of IS 2026 (Part-II)/IEC 60076.
- b) Lightning Impulse Withstand Test as per Clause 12 of IS 2026 (Part-III)/IEC 60076
- c) Short Circuit Dynamic Withstand Test in accordance with Clause 16.11 of IS: 2026 (Part-1)/IEC 60076.

4.3 List of clients to whom transformers of similar ratings or above have been supplied, including the date of supply & commissioning, may be submitted in the following format.

Sl. No.	Name of the client	Transformer Rating		Date of Supply	Date of Commissioning
		MVA	Rating		
1.					
2.					
3.					
4.					
5.					

4.4 List of suppliers for bought out items.

4.5 Guaranteed Technical Particulars and Design Details of the Transformer as per **Appendix-B** To be filled in by the bidder

4.6 The following shall be submitted along with the Tender

- a. Dimensional drawing of the transformer in assembled condition
- b. Schematic diagram of Transformer
- c. Marshalling Box wiring diagram & valve schedule.
- d. Schematic & wiring diagram for OLTC and RTCC
- e. Foundation Plan & Loading Data
- f. Losses and Impedances
- g. Special transformer equipment like Current Transformer, Monitoring Equipments, Lighting arrestors etc.

4.7 The transformer shall be installed on the existing foundation, having 90lb rails, with inside clearance between rails of 1435 15 mm. A sketch of the foundation is attached as **Appendix-C**.

However, considering the prolonged and constant loading of 30 MT of present transformer for more than 50 years, the existing structures and supporting transformer of FCP OMC Jajpur Road has to be analyzed for safe carrying capacity.

Appendix-A
GENERAL INFORMATION OF THE TECHNICAL REQUIREMENTS
9 MVA ,11KV SUBMERGED ARC FURNACE SHELL TYPE TRANSFORMER

1	Particulars of Specification	IS. 2026 (Part I-IV) & IS 12977 1990 including the latest Amendments
2	Type	Two winding. 3 Phase-Furnace Transformer
3	No of Phases	3
4	Frequency	50 HZ +/-3%
5	Liquid dielectric	Mineral Oil (paraffin based / naphtha-based alternative)
6	Location	Indoor
7	Type of cooling	OFWF
8	Rated Power	9 MVA
9	Rated Voltage& Current a) HV b) LV	11KV,273A-273A-213A 90V-115V-155V, 19.4A-26.1A-26.1A
10	Tapping	21 Taps (20 positions) with OLTC on the primary winding
11	Method of Tap Change Control	Manual Local Electrical Local / Electrical Remote AVR not required.
12	Percentage Impedance at 75°C	As per existing Transformer
13	Terminal Arrangement a) HV b) LV	a) Open (Suitable for 2 X 1C XLPE UE 300sq. mm armoured Al. Cable) b) Extended copper flat terminals
14	Highest Voltage	H. V- 12 kV
15	Method of system earthing	Unearthed
16	Insulation level	LI 110 / AC 34 kV /3 kV
17	Connection	III/III As per existing Transformer
18	Neutral Terminal	No
19	Special requirements	Please see the Special Requirements vide Paragraph 2 of this Specification
20		ii.The transformer is to be dispatched by Road trailer and oil-filled
21	Control & LT Power Supply	415-volt,3 ph. AC and 110-volt DC.
22	Additional fittings / details are as follows:	
		<ul style="list-style-type: none"> i. Magnetic Oil Level Gauge with Alarm & Trip contacts for Main Tank and Prismatic Oil Level Gauge with a minimum and maximum marking for main tank and OLTC. ii. Dial type thermometer 150 mm with two independent adjustable contacts for alarm and tripping. iii. WTI with Alarm & Trip contacts with 4 independent adjustable contacts for alarm, tripping and cabling control. iv. OTI with Alarm & Trip contacts. v. Buchholz relay with Alarm & Trip contacts. vi. Pressure relief devices with spring loaded trip contacts on diverter switch tank and main tank.

	<ul style="list-style-type: none"> vii. Amoseal type Conservator (or Air Cell) viii. Bi-directional wheels ix. Heat exchanger pump controls shall be MCCB and contactor arrangement to be actuated automatically from winding temperature indicator control, with provision for manual over ride from local control panel. Automatic changeover of the pumps in case of failure of one pump is to be provided with a time delay. x. Ladder for access to the top of the transformer tank. xi. Thermometer Pocket on cover including one spare. xii. Oil sample valves, 2 at transformer tank and 3 at conservator. xiii. Filter valves diagonally mounted on main tank one close to bottom and one close to top. xiv. Silica Gel breather for main tank and OLTC compartment. xv. Lifting Lug. Jacking pads, Rating plate, Earthing terminals (diagonally placed. stainless steel) xvi. Marshalling cubicle class IP 54 with thermostat-controlled heater. xvii. External cabling and wiring between the cabinet and the instrument. xviii. All external bolts and nuts are of hot galvanized steel. All flanges and vents are according to DIN standard. xix. Other protections as may be required for smooth operation of the Furnace Transformer.
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5.0 SCOPE OF SERVICES

5.1 General Responsibilities

5.1.1 The Contractor shall provide all required resources—including skilled and unskilled labour, supervisory and administrative staff, erection equipment, tools, testing instruments, consumables, and all necessary supplies—to ensure the timely and efficient execution of the entire scope of work.

5.1.2 The Contractor shall arrange suitable vehicles for transporting materials and equipment within the project premises.

5.1.3 The Contractor shall carry out the complete assembly, erection, interconnection, grounding, testing, and commissioning of Power Transformers, ensuring their smooth and reliable operation.

5.1.4 The work to be performed on all supplied equipment and materials shall include, but shall not be restricted to, the following activities:

a) Material Handling

- Receive, unload, handle, and transport materials to designated areas, and return surplus items to the Owner.
- Ensure safe storage and security of all materials at site.

b) Inspection

- Open packages (with Owner when required) and promptly report any shortages or damage.

c) Storage

- Provide proper storage facilities with protection against weather and pilferage.

d) Store Management

- Manage Contractor's store and reconcile free-issue materials as required.

- e) Return of Surplus
 - Return unused materials after reconciliation or completion of works.
- f) Replacements
 - Arrange replacement of damaged or short-supplied items.
- g) Installation
 - Execute assembly, erection, and installation as per approved procedures.
- h) Coordination
 - Coordinate with other contractors to ensure smooth progress.
- i) Pre-Commissioning
 - Perform checks to confirm compliance with manufacturer instructions.
- j) Testing & Commissioning
 - Conduct final inspection, testing, and commissioning, including verification of wiring and interlocks, in presence of Owner's representatives
- k) Modifications
 - Carry out drawing, scheme, and wiring modifications as instructed until handover.
- l) Documentation
 - Prepare agreed protocols for erection, testing, and commissioning.
- m) Submission of Reports
 - Provide all test reports, protocols, and commissioning documents to the Purchaser.
- n) Maintenance**
 - Perform routine and emergency maintenance of installed systems until contract completion.
- o) Approvals**
 - Obtain Engineer's approval and Owner's written acceptance of performance.
- p) Handover
 - Hand over the installation for commercial operation.
- q) As-Built Drawings**
 - Mark all field changes on drawings and submit final As-Built documentation.
- r) Compliance**
 - Comply with all site rules regarding safety, security, and administration

5.2 Recommended Spares

- The Supplier shall furnish a comprehensive schedule of recommended spare parts required for the equipment. This schedule shall include complete ordering information, including but not limited to technical specifications, catalogue or part numbers, quantity requirements, and any other data necessary to ensure accurate procurement.
- Furthermore, the Supplier shall provide full ordering details for all consumables necessary for routine operation and maintenance of the equipment.

6.0 SHORT CIRCUIT DESIGN

6.1 General Short-Circuit Capability

The Transformer shall be designed to withstand a three (3) second short circuit on the secondary side after prolonged operation at rated power. This requirement shall be met at any tap changer position without causing damage of any kind to the Transformer. The design shall be fully suitable for submerged arc furnace operation.

6.2 Frequent Electrode Short Circuits

The Transformer shall be capable of sustaining frequent short circuits at the electrodes, during which the secondary current may momentarily rise to two (2) times the rated current for a duration of less than one (1) second, without impairment of performance.

6.3 Infrequent Electrode Short Circuits

The Transformer shall withstand rare or occasional electrode short circuits where the secondary current may increase to two (2) times the rated current for a maximum of thirty (30) seconds, until the furnace circuit breaker isolates the supply.

6.4 Surge Current Thermal Effects

The cumulative thermal effects arising from the surge currents described in Clauses 6.2 and 6.3 shall not cause thermal overloading, insulation degradation, or any adverse impact on the furnace Transformer.

6.5 No-Load Energization Duty

The Transformer shall be suitable for 10 to 20 no-load energizations per day, during which inrush currents may reach eight (8) to ten (10) times the rated current, without resulting in deterioration of the insulation system or any adverse effect on operational reliability.

7.0 Cooling

The Transformer shall be equipped with an OFWF cooling system comprising two (2) external heat exchangers, each with its own pump and each rated for 150% capacity. The cooling arrangement shall be designed to limit the winding temperature rise to 50°C (by resistance method) and the top oil temperature rise to 45°C (by thermometer method) at full rated load, based on a cooling water inlet temperature of 38°C and an ambient temperature of 50°C. Additionally, the cooling water temperature rise shall not exceed 10°C under rated load conditions.

8.0 SPECIFIC TEST REQUIREMENTS on Transformer

Since the Transformer will be a very specific item, following extensive test requirements according to IS 2026 / IEC 76 - 1 through 76 -5 shall be carried out:

- a. Measurement of winding resistance
- b. Measurement of voltage ratio and check of voltage vector relationship
- c. Measurement of impedance voltage
- d. Measurement of short circuit impedance and load loss
- e. Measurement of no load loss and current
- f. Induced over voltage test
- g. Separate source voltage withstand test
- h. Measurement of insulating resistance
- i. Check of accessories
- j. Temperature rise test/ Heat Run Test (method to be agreed upon preferably by supplying rated load losses) (all accessories required to perform this test shall be arranged by supplier).
- k. Impulse voltage withstand test (Chopped Impulse and full wave Impulse voltage withstand test on all three phases).
- l. Test for core losses after core assembly as per mutually agreed schedule.
- m. Pressure test (with N2)
- n. Full Vacuum Test after assembly of complete transformer without oil.
- o. Capacitance test on transformer to determine natural frequency shall be carried out. This will include test from each winding with remaining winding shorted and grounded.

9.0 List of Drawings attached:

- a. GA Plant & Elevation with Sectional View.
- b. Diagram of Internal Wiring.
- c. OLTC Connection Diagram.
- d. Transformer Winding with OLTC Connection Diagram.
- e. Oil Cooler Drawing
- f. GA of Oil Cooler Drawing
- g. OLTC Connection Diagram

Any other dimensions required may please be collected from Site.

Cooling Tower are available at site & water connection from the same to be taken into the Cooler.

Appendix-A1

RATED LV VOLTAGE AND CURRENT AT DIFFERENT TAP POSITIONS

TAP NO.	WHEN IN DELTA				WHEN HV IN STAR			
	LV VOLTAGE	KVA RAGING	LV LINE CURRENT	HV LINE CURRENT	LV VOLTAGE	KVA RATING	LV LINE CURENT	HV LINE CURRENT
1	89.07	5174	33540	271.5825	51.42	2987	33540	156.8028
2	91.10	5292	33540	277.7722	52.60	3055	33540	160.3765
3	93.22	5415	33540	284.2363	53.82	3127	33540	164.1087
4	95.44	5544	33540	291.0052	55.11	3201	33540	168.0169
5	97.78	5680	33540	298.1401	56.45	3280	33540	172.1363
6	100.23	5822	33540	305.6104	57.87	3362	33540	176.4494
7	102.80	5972	33540	313.4465	59.35	3448	33540	180.9738
8	105.52	6130	33540	321.7401	60.92	3539	33540	185.7622
9	108.37	6295	33540	330.43	62.57	3635	33540	190.7794
10	111.39	6471	33540	339.6382	64.31	3736	33540	196.096
11	114.56	6656	33540	349.3648	66.15	3843	33540	201.7118
12	117.65	6834	33540	358.7255	67.92	3946	33540	207.1164
13	120.88	7022	33540	368.5741	69.79	4054	33540	212.8026
14	124.29	7220	33540	378.9715	71.76	4169	33540	218.8057
15	127.91	7430	33540	390.0092	73.85	4290	33540	225.1785
16	131.74	7653	33540	401.6872	76.06	4419	33540	231.921
17	135.80	7889	33540	414.0665	78.41	4555	33540	239.0684
18	140.13	8140	33540	427.2691	80.90	4700	33540	246.6912
19	144.74	8408	33540	441.3254	83.56	4855	33540	254.8068
20	149.66	8694	33540	456.3269	86.41	5020	33540	263.4682
21	154.93	9000	33540	472.3957	89.45	5196	33540	272.7458

NOTE: LV Voltage Are Subject To Tolerance Of $\pm 0.5\%$.

GUARANTEED TECHNICAL PARTICULARS OF TRANSFORMER
9 MVA 11KV SUBMERGED ARC FURNACE SHELL TYPE TRANSFORMER

SL. NO.	PARTICULARS	DATA
1.0	GENERAL	:
1.1	Make	:
1.2	Type	:
1.3	Reference Standard	:
2.0	RATING	:
2.1	Rated output	KVA :
2.2	Type of Cooling	:
2.3	Rated voltage	:
	H.V. (KV)	:
	L.V. (Volt)	:
2.4	Rated Current (Phase)	Amps. :
	HV	:
	LV	:
2.5	No. of phases	:
2.6	Rated Frequency	Hz :
2.7	Vector Group reference	:
2.8	Voltage withstand time	Sec :
	a) 125% of rated voltage	:
	b) 125% of rated flux density	:
3.0	TEMPERATURE	:
3.1	(a) Reference ambient temperature	
	(b) Reference cooling water temperature	

3.2	Temperature rise over reference ambient of : 50°C & Reference Cooling Water Temperature		
	a) In oil by thermometer	C	:
	b) In winding by resistance	C	:
4.0	TAPPINGS		:
4.1	Type		:
4.2	Capacity		:
4.3	Range Steps x% Variation		:
4.4	Taps provided on H.V. winding		:
4.5	Taps provided on LV winding		:
5.0	INSULATION LEVEL	KV/KVP	:
5.1	H.V		
5.2	LV		
6.0	IMPEDANCES AT PRINCIPAL TAP RATED CURRENT FREQUENCY %		:
6.1	Impedance		:
6.2	Reactance		:
6.3	Resistance at 75°C		:
6.4	Zero sequence capacitance of H.V. winding :		
7.0	GUARANTEED LOSSES AT 155V TAP, FULL LOAD AND 75 C	kW	:
7.1	No Load losses	kW	:
7.2	Load losses	kW	:
8.0	EFFICIENCY AT 75°C & 0.9 POWER FACTOR LAG%		
8.1	At full load		
8.2	At 3/4 full load		

- 8.3 At 1/2 full load
- 8.4 Maximum Efficiency
- 8.5 Load and power factor at which it occurs
- 9.0 REGULATION AT FULL LOAD AND 75°C
 - 9.1. At unity power factor
 - 9.2 At 09 power factor lagging
- 10.0 NO LOAD CURRENT REFERRED TO H.V. AMPS.
 - 10.1 At 90% rated voltage
 - 10.2 At 100% rated voltage
 - 10.3 At 110% rated voltage
- 11.0 APPROXIMATE MAXIMUM FLUX DENSITY WEB/M
 - 11.1 At 90% rated voltage
 - 11.2 At 100% rated voltage
 - 11.3 At 110% rated voltage
- 12.0 MAXIMUM CURRENT DENSITY AMPS/CM²
 - 12.1 HV Winding
 - 12.2 LV Winding
- 13.0 SHORT CIRCUIT WITHSTAND TIME SEC.
 - 13.1 Three phase dead short-circuit at terminal
With rated voltage maintained on the other side
 - 13.2 Capability of transformer to remain in operation
from hot conditions after failure of forced
cooling with full load
- 14.0 DETAILS OF TANK
 - 14.1 Material

- 14.2 Thickness of sides mm
- 14.3 Thickness of bottom mm
- 14.4 Thickness of cover mm
- 15.0 CORE
- 15.1 Type
- 15.2 Core material
- 15.3 Thickness of lamination mm
- 15.4 Insulation of lamination
- 16.0 COILS
- 16.1 Type of coil
 - a) HV
 - b) LV
- 16.2 Conductor material
- 16.3 Insulating material
 - a) HV-tum
 - b) LV-turn
 - c) LV-Earth
 - d) H.V-LV
- 17.0 ON LOAD TAP-CHANGER
- 171 Make
- 17.2 Type
- 17.3 Rated current, Voltage Amps: Vol:
- 17.4 (a) No of Steps
- (b) Step Voltage
- 17.5 Time of operation between steps
- 18.0 INSULATING OIL

- 30.1 Core and Coil : Core kg Coil Kg
- 30.2 Tank and fittings kg :
- 30.3 Oil kg :
- 30.4 Total weight kg :

31.0 SHIPPING DATA

31.1 Mode of transportation

31.2 Manufacturer's recommendation to ensure proper loading/unloading/ transportation enclosed

31.3 Weight of the heaviest package kg :

31.4 Dimension of the largest package (L x B x H) mm:

32.0 TESTS

32.1 Routine Tests as per IS

32.2 Type/Special Tests as specified

32.3 Tank pressure test:

a) Test Pressure mm hg

b) Duration Hours

32.4 Tank Vacuum Test:

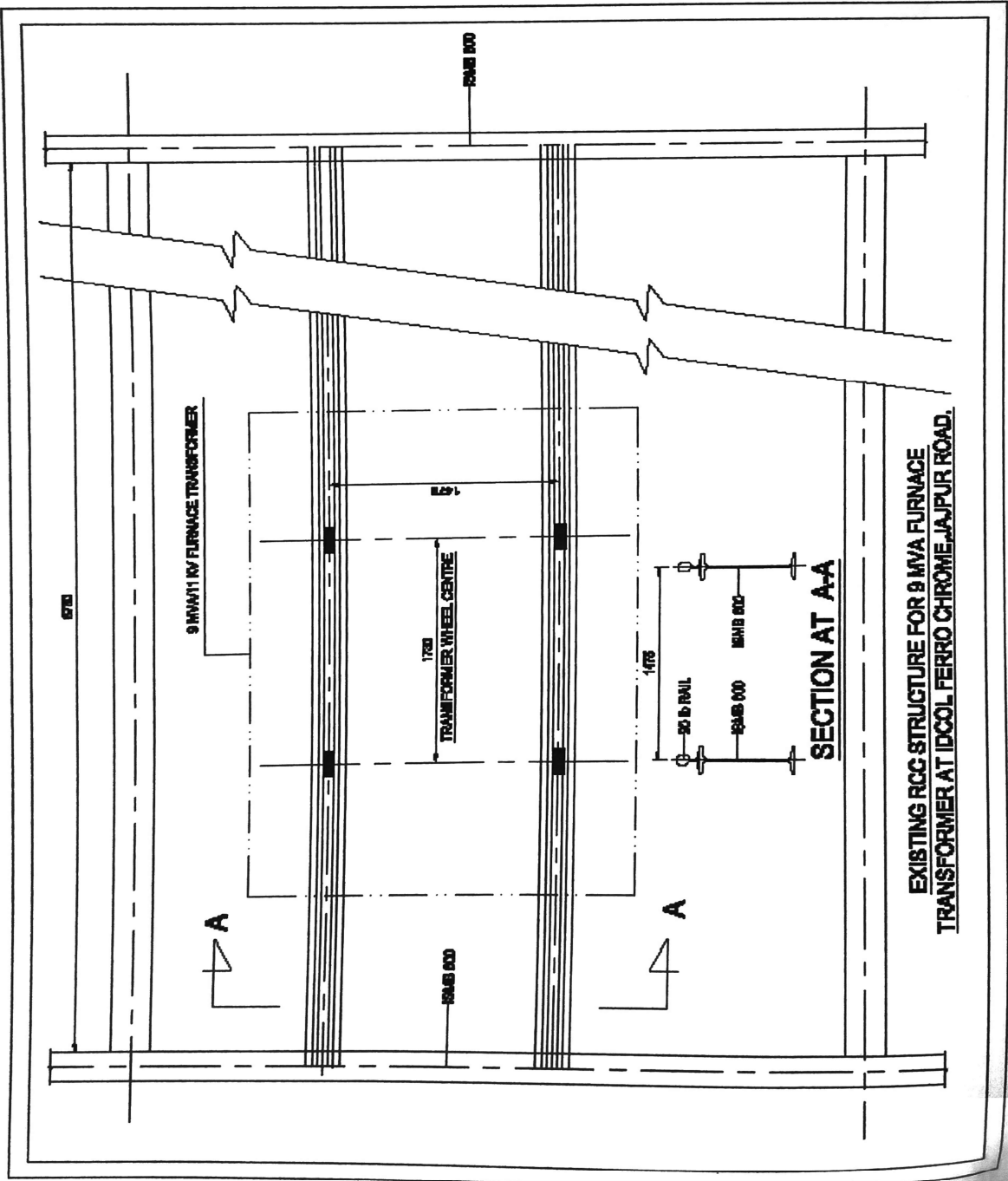
a) Vacuum mm hg

b) Duration Hours

32.5 Core bolt withstand voltage for 1 min. kV :

Signature & Seal of Bidder

EXISTING RCC STRUCTURE



EXISTING RCC STRUCTURE FOR 9 MVA FURNACE TRANSFORMER AT IDCOL FERRO CHROME, JAJPUR ROAD.

Annexure 3: Format for Power of Attorney

(to be executed on INR 100 non judicial stamp paper and to be duly notarized)

Known all men by these presents, we..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of , as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our tender against the Bid document no. [•] dated [•] published by Odisha Mining Corporation Limited for the “Procurement of Goods – [•]”, including but not limited to signing and submission of all applications, bids and other documents and writings,

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20[•].

For

Witnesses

.....
(Signature, name, designation and address)

1.

2.

Accepted

(Signature)
(Name, Title and Address of the Attorney)

Annexure 4: Price Bid Format

Sl. No.	Description	Qty	UOM	Basic Price	Total excluding GST
1.01	Design, Engineering, Supply Of 11KV/90V-115V-155 V Shell Type Transformer for 9 MVA Sub Merged Electric Arc Furnace along with mandatory spares as per (Annexure-2)	1	No.	This price bid format is sample only. The price to be quoted in BoQ format available in e-procurement portal against this tender.	
1.02	Erection, Testing and Commissioning Of 11KV/90V-115V-155 V Shell Type Transformer for 9 MVA Sub Merged Electric Arc Furnace	1	Ls.		
	Total	1			

Total in words Rupees _____) only.

- I) Only type written price will be accepted
- II) In case of disagreement between price in figure and word, price in words will prevail over price in figure.
- III) L-1 Bidder shall be evaluated based on Total value.

Signature of the Bidder with seal

Annexure 5: Declaration by the Bidder

(to be executed on INR 100 non judicial stamp paper and to be duly notarized)

Date: _____

Sub: Tender No. _____

In response to the Tender Document above stated, I/We hereby declare and solemnly swear that our Company/ firm _____ is not banned/blacklisted as on date by any competent court of Law, forum or any State Government or Central Government or their agencies or by any statutory entities or any PSUs.

We further undertake that the information/declaration/scanned documents furnished along with the Bid are not false or forged or wrong or misleading.

AND, if at any stage the declaration/statement on oath is found to be false in part or otherwise, then without prejudice to any other action that may be taken, I/We, hereby agree to be treated as a disqualified Bidder for the ongoing Contract.

In addition to the disqualification our concern/entity may be banned/blacklisted.

AND, that I/We, shall have no right whatsoever, to claim for consideration of my/our bid at any stage and the money deposited in the form of EMD shall be liable for forfeiture in full, and the tender, if any to the extent accepted may be cancelled.

Signature of the Deponent

(Authorized signatory of the Bidder with Seal)

Date:

Place:

Annexure 6: Check-list for the Techno-Commercial Bid

(to be enclosed with the Techno-Commercial Bid)

1. Name of the Bidder, Postal address & Registered Office:
2. Type of organization:
3. Contact name & designation of the Authorized Signatory of the Bidder & contact number:
4. Official email, phone, fax:
5. Official website:

Sl. No.	Qualification Requirement	Complied	Documents
1	Bidder's Experience – Documents in support of meeting Technical Criteria and Financial Criteria (Refer Chapter 7.1 and 7.2)		
2	Incorporation related documents (Refer Chapter 7.3.1)		
3	Tax related documents (Refer Clause 7.3.2)		
4	Declaration by the Bidder - Annexure 5		
5	Proof of payment of Tender Paper Fee		
6	Proof of payment of EMD/ documents related- to exemption from the same		
7	Power of Attorney - Annexure 3		
8	Signed copy of check list with seal - Annexure 6		
9	Bank details – Annexure 7		
10	Format for Bidder Information- Annexure 11		
11	Past Performance Details- Annexure 12		
12	Service Network and Infrastructure- Annexure-13		
13	Bid Security Declaration format -Annexure-14		
14	Others		

Date

Signature of the Authorized Signatory of the Bidder with Seal

Annexure 7: Mandate Form - on the letterhead of the Bidder

To

Odisha Mining Corporation Limited

OMC House, Post Box No. – 34, Unit 5, Bhubaneswar

Odisha – 751001

Sub: Mandate for payment through electronic mode i.e. EFT/NEFT/RTGS

Dear Sir,

We are hereby giving our consent to get all our payments due from Odisha Mining Corporation Ltd. through electronic mode i.e. EFT/NEFT/RTGS. We also agree to bear all the bank charges payable in this regard.

(Please furnish the information in capital letter)

1. Name of the Bidder
2. Address of the Bidder

PIN Code			
IT PAN			
e-mail Id		Mobile No	
Phone		FAX No	

3. Bank Particulars

Bank Name					
Branch Name					
Branch Place					
Account No.					
Account Type	Saving/Current/Cash Credit		Branch State		
RTGS Enable	Yes/No	NEFT Enabled	Yes/No	Core-Bank Enabled *	Yes/No
Branch Code		MICR Code		IFSC Code	

* In case of Bidders having Bank account in Union Bank of India

4. Effective Date

We hereby declare that the particulars furnished are correct & complete. If any transaction is delayed or not effected for incomplete/incorrect information/any other technical reasons, we will not hold OMC Ltd. responsible.

Date
Seal

Signature of the Authorized Signatory of the Bidder with

Certified that the Bank particulars furnished are correct as per our record.

Date:

Signature of the Bank with seal

Annexure 8: Format for Security Deposit / Performance Security

e-BG should be obtained from Nationalised/ Scheduled Bank and should be operable and invokable at its Branch in Bhubaneswar

(To be executed on INR 100/- non-judicial stamp paper)

B.G. No.

Dated:

WHEREAS:

- (A) (“AGENCY”) and Odisha Mining Corporation having its office at OMC House, Bhubaneswar – 751 001 (“OMC”) has issued a Letter of Award (LoA) dated (the “LoA”) whereby OMC has agreed to engage the Agency for (the “agreement”).
- (B) The LOA requires the AGENCY to furnish Security Deposit /Performance Security to OMC of a sum of INR _____/- (the “Guarantee Amount”) as security for due and faithful performance of its obligations, under and in accordance with the AGREEMENT, for a period of _____ (the “Guarantee Period”).
- (C) We, through our branch at(Bhubaneswar) (the “Bank”) have agreed to furnish this Electronic bank guarantee (“Bank Guarantee”) as Performance Security. NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:
1. The Bank hereby, unconditionally and irrevocably, guarantees and undertakes to pay to OMC upon occurrence of any failure or default in due and faithful performance of all or any of the AGENCY’s obligations, under and in accordance with the provisions of the agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Agency, such sum or sums up to an aggregate sum of the Guarantee Amount as OMC shall claim, without OMC being required to prove or to show grounds or reasons for its demand and/ or for the sum specified therein.
 2. A letter from OMC that the AGENCY has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that OMC shall be the sole judge as to whether the AGENCY is in default in due and faithful performance of its obligations under the agreement and its decision that the Agency is in default shall be final, and binding on the Bank, notwithstanding any difference between OMC and the Agency, or any dispute between them pending before any court, tribunal, arbitrator or any other judicial or quasi-judicial body or by the discharge of the Agency for any reason whatsoever.

3. In order to give effect to this Electronic Bank Guarantee, OMC shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Agency and/ or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Electronic Bank Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for OMC to proceed against the Agency before presenting to the Bank its demand under this Electronic Bank Guarantee.
5. OMC shall have the liberty, without affecting in any manner the liability of the Bank under this Electronic Bank Guarantee, to vary at any time, the terms and conditions of the agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the AGENCY contained in the agreement or to postpone for anytime, and from time to time, any of the rights and powers exercisable by OMC against the AGENCY, and either to enforce or forbear from enforcing any of the terms and conditions contained in the agreement and/ or the securities available to OMC, and the Bank shall not be released from its liability and obligation under this Electronic Bank Guarantee by any exercise by OMC of the liberty with reference to the matters aforesaid or by reason of time being given to the AGENCY or any other forbearance, indulgence, act or omission on the part of OMC or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would, but for this provision, have the effect of releasing the Bank from its liability and obligation under this Electronic Bank Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Electronic Bank Guarantee is in addition to, and not in substitution of, any other guarantee or security now or which may hereafter be held by OMC in respect of, or relating to, the agreement or for the fulfillment, compliance and/ or performance of all or any of the obligations of the Agency under the agreement .
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Electronic Bank Guarantee is restricted to the Guarantee Amount and this Electronic Bank Guarantee will remain in force until the expiry of the Guarantee Period, and unless a demand or claim in writing is made by OMC on the Bank under this Electronic Bank Guarantee no later than twelve (12) months from the date of expiry of the Guarantee Period, all rights of OMC under this Electronic Bank Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Bank undertakes not to revoke this Electronic Bank Guarantee during its validity, except with the previous express consent of OMC in writing, and declares and warrants that it has the power to issue this Electronic Bank Guarantee and the undersigned has full powers to do so on behalf of the Bank.
9. Any notice by way of request, demand or otherwise hereunder may be sent by hand/messenger or by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of OMC that the envelope was so posted shall be conclusive.
10. This Electronic Bank Guarantee shall come into force with immediate effect and shall remain in force and effect until the expiry of the Guarantee Period (including the claim period) or until it is released earlier by OMC pursuant to the provisions of the agreement.
11. Capitalized terms used herein, unless defined herein, shall have the meaning assigned to them in the agreement.
12. Notwithstanding anything contained herein:
 - i) Our liability under this Electronic Bank Guarantee shall not exceed INR
 - ii) The Electronic Bank Guarantee shall be valid up to (“Expiry Date including claim period” of the Bank Guarantee).
 - iii) We are liable to pay the guaranteed amount or any part thereof under this Electronic Bank Guarantee only and if you serve upon us a written claim or demand made in the manner prescribed in this Electronic Bank Guarantee on or before (Claim Period of the Electronic Bank Guarantee) at our Branch at Bhubaneswar.
 - iv) After claim period all your rights under this Electronic Bank Guarantee will be forfeited and we shall be relived and discharged from all liabilities thereunder, irrespective of whether the original has been returned to us or not.
13. The Electronic Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary’s advising bank (UNION BANK OF INDIA, OMC CAMPUS BRANCH, BHUBANESWAR, IFSC Code UBIN0810592)

Signed and Delivered by _____ Bank By the hand of Mr./Ms. _____, its _____ and authorized official.

(Signature of the Authorized Signatory) (Official Seal)

NOTE:

- (i) The Electronic Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Electronic Bank Guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.

For _____ [Indicate name of Bank]

Signature.....

Full Name.....

Designation.....

Power of Attorney No.....

Date.....

Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

(1)

Signature.....

Full Name.....

(2)

Signature.....

Full Name.....

Annexure 9: Rate of GST

To be uploaded in the financial packet

S No	Description	SAC/HSN Code	Rate of GST
1.01	Design, Engineering, Supply Of 11KV/90V-115V-155 V Shell Type Transformer for 9 MVA Sub Merged Electric Arc Furnace as per (Annexure-2)		This GST rate format is sample only. The GST rate is to be quoted in GST format available in e-procurement portal against this tender.
1.02	Erection, Testing and Commissioning Of 11KV/90V-115V-155 V Shell Type Transformer for 9 MVA Sub Merged Electric Arc Furnace		

Date
Seal

Signature of the Authorized Signatory of the Bidder with

Annexure 10: Format for submitting Pre-bid Queries

Bidder to submit the pre-bid queries in following format in both pdf format as well as excel

Name of Bidder:

Address of Bidder:

Name of contact person:

Email:

Phone:

Sl. No.	Page No.	Clause No.	Clause Description	Queries / Suggestions

Annexure 11: Format for Bidder Information

Sl.No	Description	Details
1	Name of the bidder	
2	Address for communication	
3	Contact Details	
4	PAN	
5	GSTIN	
6	Turnover (FY 22-23)	
7	Turnover (FY 23-24)	
8	Turnover (FY 24-25)	
9	Average turnover of 3 years (FY22-23, FY 23-24 & FY 24-25)	

Annexure 12: Relevant Experience of the Bidder

Name of the Bidder:

Name of the Contact Person:

Email ID:

Phone No:

Sl. No	Name of Client	Purchase Order number & the page reference	Start Date	Completion Date	Quantity supplied and installed	Completion Certificate & the page reference

Date

Signature of the Authorized Signatory of the Bidder with Seal

Annexure 13: Format of details of Service Network and Infrastructure

Sl.No.	Name of Service Centre/Office/Branch	Address	Contact No	Email ID	GSTIN

Annexure 14: Bid security Declaration format

(On the letterhead of the Bidder)

Bidder's Letter Reference No. _____

Date:

To

Odisha Mining Corporation Limited

OMC House, Post Box No. – 34,

Unit 5, Bhubaneswar

Odisha – 751001

Reference: NIT No. _____ Date _____

In response to the Tender Document above stated, I/ We hereby declare and solemnly swear and declare that:

- 1) I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration in case of availing of EMD exemption against Micro Small Enterprises for similar category of services.
- 2) I/We will be banned/blacklisted for the period of maximum 3 years under the following conditions:
 - a. if any of the documents submitted by me/ us as part of the bid is found to be not genuine or forged or any of the claims, confirmations, statements or declarations is found to be incorrect or inconsistent, or is a case of any material misrepresentation of facts at any point of time during the bid evaluation process or till signing of the Agreement (for Selected Bidder(s))
 - b. if I/we withdraw or modify the Bid during the period of validity, or if I/we am/are awarded the contract and I/we fail to sign the contract, or to submit a performance security before the deadline defined in the Tender document.
- 3) AND, that I/we, shall have no right whatsoever, to claim for consideration/ compensation of my bid at any stage and the tender, to the extent accepted may be cancelled.

Signature of the Deponent

(Authorized signatory of the Bidder with Seal)

Date:

Place: