

ODISHA MINING CORPORATION LIMITED

(A GOLD CATEGORY STATE PSU)

Notice Inviting Tender (NIT)

For

**Design, Manufacturing, Supply,
Installation, Testing and Commissioning
of HT Capacitor Bank with APFC panel
at Ferro Chrome plant, OMC
Jajpur Road, Odisha
(Through e-tendering)**

Bid document No: OMC/E-PROC/C&P/036/2026-27, Dtd: 09.09.2026

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E-procurement notice

Bid document No.: OMC/E-PROC/C&P/036/2026-27, Dtd:09.09.2026

1	Work name	Design, Manufacturing, Supply, Installation, Testing and Commissioning of HT Capacitor Bank with APFC panel at Ferro Chrome plant, OMC.
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 11.09.2026
3	Bid Due Date	Date: 08.10.2026; Time: 03:00 PM
4	Opening of Techno-Commercial Bid	Date: 08.10.2026; Time: 05:00 PM
5	Opening of Price Bid	To be informed to the Technically Qualified Bidders

All other 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 2377509, 2377510

1. Schedule for the Tender

Sl. No.	Parameter	Name
1	Date of publication of NIT	Date: 10.09.2026
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 11.09.2026
3	Last date for sending queries to OMC	Date: 21.09.2026; Time: 5.00PM; queries may be sent by email to cmc@odishamining.in , sanjay.sahoo@odishamining.in & nihar.behara@odishamining.in
4	Pre-bid meeting	Date: 22.09.2026; Time: 3.30 PM; Venue: Through VC
5	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	Date: 24.09.2026
6	Bid Due Date	Date: 08.10.2026; Time: 03:00 PM
7	Opening of Techno-Commercial Bid	Date: 08.10.2026; 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, Manufacturing, Supply, Installation, Testing and Commissioning of HT Capacitor Banks with APFC panel at Ferro Chrome plant, OMC.
2	Type of tendering	Open tendering
3	Mode of tendering	e-tender
4	E-tender site	www.tendersodisha.gov.in
5	Tender Paper Fee(non-refundable) including GST	INR 5,900/- (Rupees Five Thousand Nine Hundred) including GST @18%, Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in) 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 be exempted from payment of Tender Paper Fee. Bidders other than above category shall be required to submit Tender Paper Fee.
6	Earnest Money Deposit (EMD)	INR 2,00,000/- (Rupees two Lakhs only) Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in) 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 be exempted from payment of Tender Paper Fee. Bidders other than above category shall be required to submit EMD.
7	Amount of Security Deposit (SD)	5% of awarded PO value (excluding GST) Amount shall be submitted in the shape of DD or Bank Guarantee in the format provided in Annexure8. N.B-Local Micro & Small Manufacturing Enterprises registered in Odisha with respective DICs, Khadi, Village, Cottage and Handicraft Industries, OSIC & NSIC shall pay 25% of the prescribed Security Deposit.

Sl. No.	Parameter	Name
8	Amount of performance security toward warranty	10% of the PO value(excluding GST) Amount shall be submitted as per clause no. 8.23.2
9	Contact person	DGM (C&P) Phone No.: 8169962881 E-mail: nihar.behara@odishamining.in
		Manager (Elect.) C&P Phone No.: 8275721218 e-mail: sanjay.sahoo@odishamining.in
10	Address of OMC Limited	OMC House, P.O. Box No.34 Bhubaneswar - 751 001 Odisha, India
11	Bid document No.	OMC/E-PROC/C&P/036/2026-27, Dtd: 09.09.2026

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 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. OMC is no way responsible for any internet issues. Therefore, the prospective bidders are requested to download/submit their respective bids much before the closing date and time.
- 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/publication 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
APFC	Automatic Power Factor Correction
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; Bids not submitted as per the format prescribed by OMC shall be rejected outrightly.
- 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 favor 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 “RfPdocument” 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/036/2026-27, Dtd:09.09.2026** for Supply, Installation, Testing and Commissioning of Capacitor Banks with APFC panel at Ferro Chrome plant, OMC 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 & Work

- 6.1 The bidder shall be responsible for complete design, manufacturing, supply, installation & commissioning HT Capacitor Banks with APFC panel.
- 6.2 The detailed scope and specifications of the goods to be supplied and the scope of supply & work, 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 will also form a part of the Purchase Order placed against this tender.

7. Eligibility Criteria

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

#	Criteria	Required Documents
7.1	<u>Technical Criteria</u> i. a. The Bidder must be a Electrical Contractor of HT capacitor bank/ HT Electrical Systems. Or b. The Bidder must be Original Equipment Manufacturer (OEM)/System Integrator (SI) of High Tension (HT) Capacitor bank. Or c. An authorized dealer/Channel Partner of the OEM / System Integrator of HT Capacitor bank. Or d. Authorized by the OEM / System Integrator of HT capacitor bank to participate in this tender. ii. The Bidder should have successfully	Self-attested copies of i) a. Valid HT (High Tension) contactor license issued by ELBO (Electrical license board of Odisha) Or b. For OEM/ System Integrator: - Copy of NSIC/DIC certificate/ manufacturing license/ UDYAM Certificate/ BIS License or any other Govt. document as proof of being an OEM / Integrator for product. c. For Authorized Dealer/ Channel Partner: - Copy of dealership authorization letter for dealer/ Channel Partner & Copy of NSIC/DIC certificate/ manufacturing license/ UDYAM Certificate/ BIS License or any other Govt. document as proof of being an OEM / SI for product. d. Authorized by OEM / System Integrator: - Copy of authorization letter from OEM / System Integrator along with Copy of NSIC/DIC certificate/ manufacturing license/ UDYAM Certificate/ BIS License or any other Govt. document as proof of being an OEM / Integrator for product.

#	Criteria	Required Documents
	completed installation & commissioning of at least 1 Nos. of 500 KVAR, 11KV or higher capacity High Tension (HT) Capacitor Bank during last 07(Seven) years. Note: Applicable 7 (Seven) years shall be from 1stApril 2019 to 31stMarch 2026.	ii) A) Copy of relevant order containing the quantity & capacity of the HT Capacitor Bank installed & commissioned; and B) Completion certificate/ Performance certificate from their customer(s), regarding successful installation, testing and commissioning of the Capacitor bank . Note: In case the completion certificate is not available from client, completion certificate issued by the statutory auditor of the Bidder/OEM/SI certifying specification details, timeline, order value, successful completion of similar completed order shall be submitted. *Statutory auditor: Auditor who is signing the last financial year's Balance Sheet and Profit & Loss Statement of the Bidder.
7.2	<u>Financial Criteria</u> Average financial turnover of the Bidder during the last 3 (three) financial years should be INR 01 (One) Crore bank. <u>Note:</u> Applicable 3 (three) Financial years – FY 2023-24, FY 2024-25 and FY 2025-26.	Copies of audited financial statements of the bidder. (Profit loss statement & Balance sheet.) <u>Note:</u> In case the audited financial statement of the last financial year is not yet ready, the Bidder shall submit unaudited financial statements certified by its statutory auditor
7.3	Other Criteria	
7.3.1	The Bidder can be either	Copies of

#	Criteria	Required Documents
	i) a Company (Private or Public), or ii) a registered partnership firm, or iii) an LLP firm iv) proprietorship firm/concern	a) Company (Private or Public) • Certificate of Incorporation • Memorandum of Association • Articles of Association • Board resolution authorizing the signatory of power of attorney. b) Registered partnership firm • Registration certificate under Indian Partnership Act 1932 or its subsequent amendment(s) • Deed of Partnership c) LLP firm • Certificate of Incorporation • Deed of Partnership d) Proprietorship firm/Concern • 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	▪ 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.

#	Criteria	Required Documents
		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 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 services 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 services 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 (physical progress) of the work (which should satisfy requirement of the Bid document). The part completion certificate shall also highlight if the part performance/ progress of the work of the Bidder with respect to the services under consideration, was satisfactory or not.
- c. Bidding in the form of a consortium & Joint Ventures are **NOT** allowed.
- d. Any document submitted by the bidder if found forged/false, the bidder shall be liable for appropriate action under Bharatiya Nyaya Sanhita, 2023 at any point of time during the bid evaluation process or execution of the work.

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 Biddershall be duly authorized by a Registered or notarized 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. The format for the Power of Attorney is given in Annexure 3 of this Bid document. In case of a company, the Power of Attorney shall be accompanied with the copy of the Board Resolution.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 duly self-attested 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 Micro & Small Manufacturing Enterprises category in the State of Odisha for similar category of Manufacturing of goods are exempted from payment of Tender Fee. The bidders other than above 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 in support of exemption are ineligible for bidding and such bids 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 interest free Earnest Money Deposit; the amount of the EMD is indicated in the Data Sheet.

8.7.2 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.

8.7.3 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.

8.7.4 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 duly self-attested 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, cottage and handicraft industries, OSIC and NSIC for similar category of Manufacturing of goods are exempted from payment of EMD.** Bidders other than above category shall be required to submit EMD. The Bidders, who donot submit EMD amount claiming exemption but do not submit relevant document in support of exemption are ineligible for bidding and such bids shall be summarily rejected.

- 8.7.5 The EMD of the Preferred Bidder shall be returned upon the Preferred Bidder furnishing the Security Deposit.
- 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 processor till submission of security deposit after LoA issuance;
 - ii) if the Preferred Bidder fails to acknowledge, execute and return to OMC a signed copy of the LoA or Purchase Order within the timeframe allowed by OMC;
 - iii) if the Preferred Bidder fails to submit the Security Deposit 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 and 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 and such bids will not be evaluated further.

- 8.9 Issue of clarifications: Bidders can 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) will not be considered by OMC. The responses to the queries received within the stipulated period 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. Therefore, the bidders are requested to visit the website of OMC as well as e-procurement portal of Govt. of Odisha to get themselves updated. 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;
 - 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 supply of goods <and installation and commissioning>and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for supplying of the required goods in accordance with the tender documents and performance of all of its obligations thereunder;
 - 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 issue of Purchase Order 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
- iv) Signed copy of this entire bid document-Authorized signatory of the bidder should sign each and every page of the bid document.

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 in Annexure 4. The price quoted shall be in Indian rupees with maximum two digits after decimal point. There shall not be any formula or mathematical operation on the price bid quoted.

8.16 Material deviation

8.16.1 Bids shall be liable for rejection in case of material deviation as well as for submission of false or forged document, apart from the other conditions, 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 at its own discretion, request any Bidder to 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. Documents which are mandatory in nature and non-submission thereof entails rejection of the bid, cannot be accepted under this clause.

- 8.17 Bid preparation cost: The Bidder shall bear all its 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 will remain with 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 or 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 in all respect or not and whether the required documents have been submitted in the correct formats or not and whether the documents have been properly signed by the Authorized Signatory or not and whether the Techno-Commercial Bid is in order or not. The bidders should conform 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 in accordance with the terms and conditions of the bid documents will be rejected by OMC, and cannot 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 on the e-procurement portal/ submitting the documents called for/ sought for, through email. No modification of the bid or any form of communication with OMC or submission of any additional documents, not specifically call for/ asked for by OMC will be allowed and even if submitted, they may not be considered by OMC. The Authority inviting Bid is not bound to accept/ consider any additional document submitted by the Bidder on his/ her/ 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 document 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

The date and time of opening of the Price Bids shall be communicated to the technically qualified Bidders only by system generated email and/or SMS. The Price Bids of only technically qualified Bidders shall be opened on the date and time fixed for the purpose. 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 Bidder: The Bidder who submits the lowest Price Bid shall be the Preferred 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 Bidder shall have to acknowledge and accept the LoA by returning a signed copy of the LoA within a period of 15 (fifteen) days of issue thereof, along with submission of the Security Deposit, failing which the issued LoA may be cancelled and EMD of the Preferred Bidders 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.

8.22 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.

- 8.23 Issue of PO: Within 15(Fifteen) 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 Preferred 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 and negotiate with 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 Preferred Bidder shall be considered to be the “Successful Bidder”.

8.24 Security Deposit/ Performance security

- 8.24.1 Security Deposit: The formula for calculating the amount of the Security Deposit is indicated in the Data Sheet. The Preferred Bidder shall submit the Security Deposit at the Head Office, OMC upon issue of LoA within a period of 15 (fifteen) days. The Security Deposit shall be in the form of Electronic Bank Guarantee from any Nationalized/ Scheduled Bank invocable at their branch in Bhubaneswar 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 and commissioning of materials and submission of performance security as per Clause 8.24.2 with due approval of the competent authority of OMC. Failure to submit the security deposit within the stipulated period by the selected bidder shall entail forfeiture of the EMD and the process for holidaying/banning/blacklisting of the selected bidder shall be initiated by OMC.

8.24.2 Performance security toward equipment warranty

The formula for calculating the amount of the performance security toward equipment warranty indicated in the datasheet. OMC shall release the payment against supply, installation and commissioning after deduction of performance security amount as above. The performance security amount shall be released after expiry of the warranty period or against submission of performance security. The performance security shall be submitted at OMC Head Office in the form of electronic bank guarantee from the any nationalized/scheduled bank invocable at their branch in the Bhubaneswar as per the format given in Annexure 8 from a scheduled commercial bank and payable in Bhubaneswar, Odisha. This performance security shall be released on completion of warranty period.

9. Additional Instructions to Bidders

9.1 Site-visit:

- 9.1.1 Bidders must visit the plant and apprise themselves of the site conditions and its surroundings and obtain for itself, on its 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 only facilitate their visit.
- 9.1.3 The date of the site visit is provided in the Schedule for the Tender. Bidders who will be visiting the site shall inform the 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. No	Designation	Contact No.
1	Rashmi Ranjan Parida, Head (FCP)	7735501311

- 9.1.4 A maximum of 4 (four) representatives from each Bidder can 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 thereto 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 organized by OMC. The 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 and email ids of the officials/ representatives of the Bidder who would be attending the meeting, at least 1 (one) working day before the pre-bid meeting. OMC shall then send the invite for the pre-bid meeting to the email-ids that OMC would be receiving.
- 9.2.2 However, attendance of the Bidders at the pre-bid meeting is not mandatory. A maximum of two officials/ representatives from each Bidder can attend the pre-bid meeting. All costs of the Bidder related to attending the pre-bid meeting shall be borne by the Bidder

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 will 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 and will be rejected outrightly.
- 10.3 The Bidder will 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 and the Price Bid is to be submitted in Cover-II.
- 10.4 Procedure for bid submission and payment of Tender Paper Fee and EMD.
 - 10.4.1 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.
 - 10.4.2 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 OMC will not be responsible for any internet issues. Therefore, the bid shall be submitted much before the bid due date and time. No complaint shall be entertained by OMC regarding internet issues or the last date of submission of bids.
 - 10.4.3 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 bank (ICICI 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.
- 10.4.4 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.
- 10.4.5 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.
- 10.4.6 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.
- 10.4.7 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.
- 10.5 Technical Specification Compliance Sheet: Applicable.
- 10.6 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, inclusive 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.
- 10.7 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.
- 10.8 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. In case of receipt of single bid, the Techno-Commercial Bid shall not be opened on the scheduled bid opening date. However, if single bid is received even after extension(s) of bid opening date, 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.

- 10.9 Evaluation of Techno-Commercial Bids: The Techno-Commercial Bids shall be evaluated in terms of Clause 8.19. If required, OMC may call for or ask Bidders to provide clarifications on their bid or provide 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. 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 documents which are not specifically called or asked for by OMC, will be allowed and even if submitted, they will not be considered by OMC. The authority inviting the bid is not bound to accept or consider any additional documents submitted by any bidder on his /her/ its own will, without being called for to do so. 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 and in the Upload Shortfall document section of the e-procurement portal 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.
- 10.10 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.
- 10.11 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.

- 10.12 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 PO shall also be uploaded on the e-procurement portal.

Annexure 1: General Conditions of Contract-Goods

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 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. "Drawing" shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the PO/ Agreement together with modifications and/or revisions thereto;
- 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 Work

- 2.1. Scope of Supply shall be as defined in the Special Conditions of Contract, drawings and Annexure thereto.
- 2.2. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the capacitor bank with APFC Panel (successful operation and functioning of the capacitor banks being Seller's responsibility) shall be provided by Seller;
- 2.3. The Seller shall follow the best modern practices in the manufacture of high-grade equipment notwithstanding any omission in the specifications. The true intent and meaning of these documents is that Seller shall in all respects, design, engineer, manufacturing, supply, installation, testing and commissioning the capacitor bank with APFC Panel in a thorough workmanlike manner and supply, install and commission the same in prescribed time to the entire satisfaction of OMC.
- 2.4. The Goods / Equipment / System supplied, installed and commissioned 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, and when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' / Equipment' country of origin and such standards shall be the latest issued by the concerned institution
- 2.5. All dimensions and weight should be in metric system.
- 2.6. All equipment to be supplied and work to be carried out under the PO / Agreement shall conform to and comply with the provisions of relevant regulations/Acts (State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.

3. Instructions, Direction & Correspondence

- A) All instructions and orders to Seller shall, excepting what is herein provided, be given by OMC.
- B) All the work 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 maybe). 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 / System 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 / Performance Security

- 8.1. The Seller shall furnish Security Deposit / Performance Security as per the terms and conditions provided in the Bid document.
- 8.2. The Security Deposit / Performance Security 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/ Performance Security 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 / Performance Security 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. For the avoidance of doubt, it is hereby clarified, that the Security Deposit / Performance Security 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 / System 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 / System fail to conform to the specifications, OMC may reject them and the Seller shall either replace the rejected Goods / Equipment / System 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 / System. The Inspector is entitled to prohibit the use and dispatch of Goods / Equipment / System and/or materials which have failed to comply with the characteristics required for the Goods / Equipment / System 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 / System 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 / System 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 / System 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, installation and commissioning of the Goods / Equipment / System. 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, installation 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 may be released within 30 (thirty) days after receipt of the bill or invoice along with all relevant documents complete in all respects.
- 13.5. No interest charges for delay in payments, if any, shall be payable by OMC. The seller will not claim any interest for delay in payment if any.
- 13.6. Defective bills shall be returned to the Seller within 7 (seven) working days. No payment shall be made on defective/incomplete bills. It is the obligation of the seller to submit the bill complete in all respect so as to enable the OMC to release the payments within the stipulated period provided there is no other impediment.
- 13.7. Provision of part payment against part supply, installation and commissioning 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.
- 15.3. Delivery period shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by 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 the said work shall not be terminated and awarded to another entity at his/her/its 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 forged document including affidavit along with bid or during the bidding process,
 - 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) Seller is an individual or a proprietary concern and the individual or the proprietor dies.
- ix) 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 Purchase Order/ 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 Purchase order / 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 or due to submission of false declaration or forged document including affidavit along with bid or during the bidding process. 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, installation and commissioning (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 in writing , 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 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, installation and commissioning (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, installation and commissioning 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.

- d) The Seller/Agency 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 Seller/Agency shall at all times be responsible to carry out all operations as per the extant applicable laws. The Seller/Agency shall also be responsible for complying with the statutory obligations of the state Pollution Control Board and other environmental and safety regulations. The Seller/Agency shall ensure that its operations create no hazards or disturbance for the surrounding inhabitants and areas.
 - e) OMC may from time to time audit the safety practices employed by the Seller/Agency and the Seller/Agency shall comply with the recommendations/directions made by OMC as a result of such audit.
 - f) During the course of the contract period, if any accident occurs whether major or minor in which the Seller/Agency or its employees are involved or are responsible, the Seller/Agency shall immediately inform OMC without any delay.
- 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. Holidaying/banning/Blacklisting

27.1. Circumstances of Holiday Listing

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

- i. not responded to request for quotations/tenders consecutively 3 times without furnishing a valid reason,
- ii. performance is below specified standard and/or below approved /specified limits,
- iii. the service provider is undergoing any process for removal from registration and consequently banning and blacklisting.

27.2. Circumstances of Banning

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

- 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 the business concern/entity refuses / fails to return OMC's dues without adequate cause;
- iii. If violation of important conditions of contract/agreement.
- iv. Any other violation as may be decided by the competent authority (MD)

27.3. Circumstances of Blacklisting

- i. Blacklisting of a business concern/entity or supplier/bidder may be resorted to in following cases: -
- 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 is blacklisted by any Department of the Central Government / State Government/Central PSU/State PSU.
- v. 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.
- vi. If submission of false/fabricated/forged documents for consideration of a tender
- vii. Any other violation as may be decided by the competent authority (MD)

28. Statutory and Legal requirements

- 28.1. The Supplier/Agency shall comply with all the statutory and legal requirements and requirements for obtaining license under the Contract Labour (Regulation and Abolition) Act 1970 and shall bear all necessary expenses in this regard.
- 28.2. The Supplier/Agency shall abide by the applicable statutory provisions on minimum wages, payment of wages, EPF, ESI, gratuity, retrenchment, leave and leave encashment, health care, uniform and compensation to its employees and workmen.
- 28.3. The Supplier/Agency shall not take any action in relation to handling of its personnel which may adversely affect the existing labour relations of OMC. The Service Provider has to maintain close liaison and cordial relations with the local people and the unions.

29. Insurance

- 29.1. The Supplier/Agency shall, at its cost and expense, purchase and maintain, during the contract period, all insurances covering all risks, damages, loss etc. in respect of the manpower, equipment, instruments etc. that are being deployed or installed by the Supplier/Agency for execution of the contract in accordance with the Good Industry Practice. The insurance cover shall be in favour of the agency and valid for the entire contract Period. Insurance shall cover personnel injury or death.
- 29.2. Policies and certificates for insurance shall be delivered by the Supplier/Agency to the Officer-in-Charge/Head of Department or his nominee if asked by the concerned nodal person. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the incurred loss or damage.

30. Tools, Tackles and Equipment

- 30.1. The Supplier/Agency shall arrange at his own cost all tools, tackles, appliances like machineries, equipment, scaffolding etc. for execution of all the installation andfor successful commissioning of the Capacitor bank plant. This may be required for the original, altered or substituted work. Any temporary or incidental work needs to be executed for execution of the original scope of work may be done by the Supplier/Agency at his/her own expense.
- 30.2. The Supplier/Agency shall also deploy the requisite number of persons with the means and materials necessary for assisting in inspection, measurement or examination of the work at any time and from time to time for the work. Failing to do so, the same may be provided by the concerned in-charge at the expenses of the Supplier/Agency and the same may be deducted from the final bill or Security Deposit.

- 30.3. The Supplier/Agency shall also provide all necessary fencing and lights required to protect the public or other employees/manpower at FCP from accident during execution. The Supplier/Agency shall be bound to bear the expenses of the defense of every suit, action or other proceedings of law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost of which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Supplier/Agency be paid to compromise any claim by any such person.
- 30.4. All the required Testing & Measurement instruments/devices shall have valid calibration certificate
- 30.5. Power Supply required for Illumination, checking etc. shall be provided at One Place from this point the Supplier/Agency shall take by its own arrangement.
- 30.6. OMC shall not supply any materials/equipment to the Supplier/Agency. In case any materials are supplied to the Supplier/Agency by OMC then the materials so supplied shall remain absolute property of OMC and the Supplier/Agency shall not remove the materials from site on any account. If the Supplier/Agency removes any materials or stock so supplied to him from the site of the work in contravention of the provision of this clause with a view to dispose of the same dishonestly, he/she shall in addition to any other liability civil or criminal, arising out of this contract be liable to pay a penalty equivalent to five times the price of the said materials or stock according to the stipulated rate. The penalty so imposed shall be recoverable from the final billor from his security deposit.
- 30.7. All incidental expenses like transport, storage, handling of materials either issued by OMC or procured by contractor for use in the work or any other expenditure relating to same shall be borne by the contractor.

31. Tollage

The Tollage charges, Ferry etc. if any, for the materials and other required tools, tackles, equipment etc. shall be borne by the Supplier/Agency. No additional payment shall be made to the Supplier/Agency on this account.

32. Engagement of Labors, Workers and Engineers

- 32.1. The contractor shall have to engage required workers of different categories like unskilled, semi-skilled, skilled, and highly skilled manpower for execution of work. The workers should be capable and experienced to execute the work with proper workmanship and quality. The contractor shall adhere to all labour laws of Govt. of Odisha / Govt. of India as applicable to the work. The contractor shall have to engage

required qualified engineers for execution of work in engineering like manner to the specification and quality.

33. Quality Control:

- 33.1. OMC may continuously monitor the quality of the work during installation, commissioning of the Capacitor bank Plant, by its own or through third party consultant to ensure best-in-class quality. During inspection, if the result deviates from approved specification, the Supplier/Agency has to take action to replace/repair the material/parts/portion of the Capacitor bank Plant at his own cost. In all other works the quality is to be ensured with respect to manufacturer's specification/ brand and any specialized testing if so required to be done by OMC.
- 33.2. The Supplier/Agency has to make all the arrangements to assess the work front for inspection or measurement. Any observations provided to the representative of Supplier/Agency during inspection shall be considered and rectified before commissioning.

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. Background

Odisha Mining Corporation Limited (OMC) is a Gold Category Public Sector Undertaking (PSU) established on 16 May 1956 as a joint venture company between Government of Odisha and Government of India to explore and harness mineral wealth of Odisha and make value addition. Subsequently, on 17 November 1961, OMC became a wholly State-owned Corporation of Government of Odisha. The major minerals mined by OMC are Chrome, Iron and Manganese ore which cater to the requirement of mineral-based industries such as Steel, Sponge Iron, Pig Iron, Ferro-Manganese, Ferro-Chrome, etc.

Ferrochrome Plant (FCP) OMC Ltd. is a Govt. of Odisha Undertaking and is producing High Carbon Ferro Chrome (HCFC). It is situated at Jajpur Road, about 5 km away from Jajpur Road Railway station on S.E. Railway in the district of Jajpur (Odisha) and 110 km away from Bhubaneswar Railway station, Odisha. This plant has a licensed annual capacity of 19,000 MT of HCFC.

FCP has 2 nos. of furnaces of capacities of 9 MVA & 6.5 MVA which are in running condition and require installation of capacitor banks for each furnace along with an APFC panel to improve power factor in order to optimize health of electrical equipment and energy billing system.

3. Scope of Supply & Work

Design, Manufacture, Supply, Installation, Testing & commissioning of 11KV, 4500KVAR (6 Steps) High Tension(HT) Capacitor Bank with Automatic Power Factor Correction Panel (APFC PANEL) at Ferrochrome Plant, OMC, Jajpur Road, Odisha state& details of material are as follows:

Sl. No	Description of Equipment	Qty
1	5793 KVAR, 12.87 KV, 3 Phase, 50Hz All-PP Capacitor Bank , comprising 27 nos of 214.66 KVAR, 7.43 KV, 1 Phase, 50 Hz, All-PP , Internal fuse design capacitor units connected in external star formation. The capacitor bank shall be provided with interconnecting Cu. Bus bars in MS painted terminal cover arrangement. With 6 % Al Wound series Reactor suitable for the mentioned capacitor bank. The capacitor shall conform to as per IS: 13925 (Part-1)/2012 standard (Minimum Output approx. 4500KVAR at 11 KV)	01Set

TECHNICAL SPECIFICATION FOR 4500KVAR, 11 KV, APFC PANEL IN CRCA CUBICLE, AUTOMATICALLY SWITCHED MEDIUM VOLTAGE SHUNT CAPACITOR BANK INDOOR TYPE ALONG WITH POWER QUALITY MONITORING AND DATA MANAGEMENT.

3.1 Scope

These specifications cover the requirements for design, manufacture, testing at works, supply and installation of indoor type medium voltage capacitor panels with associated equipment's. The vendor shall consider requirements mentioned in the technical specifications, for providing the APFC capacitor panels. This specification covers design, engineering, manufacture, assembly, inspection and testing before supply and delivery of the panels rated at 11KV rating and designed for 11KV, Indoor type, in CRCA Cubicle - shunt Capacitor Banks automatically switched in steps along with associated equipment and accessories that may be required for proper functioning of the Capacitor Banks along with Power Quality Monitoring & to be installed at 11KV Bus of the system. It is not the intent to specify completely herein all the details of design and construction of material. However, the material shall conform in all respects to high standards of Engineering, design, workmanship & operation. The capacitor panels and its associated materials / parts shall be designed, manufactured & tested conforming to latest editions of the applicable Indian Standards and /or IEC, including the standards, except where it has been modified and /or supplemented by these specifications.

The capacitor panels shall meet the requirement of Indian Electricity Rules, Central Electricity Authority (Measures related to safety and electric supply) Regulations, 2010 as amended up to date and any other relevant local laws, code and regulations, applicable in India. Vendor should indicate in their offer the standards according to which the offered capacitor panel is manufactured.

Design, Manufacture, Supply, Installation, Testing & commissioning HT Capacitor Bank with APFC Panel including interconnecting wiring, HT & LT cabling, protection system, earthing & any other accessories for this shall be in Agency scope.

Note: - Income VCB (Vacuum Circuit Breaker) shall be provided by OMC.

3.2 System Requirements

The capacitor panels shall be suitable for the following system

a	Rated voltage	As mentioned in Project Specific Information/Requirements and Datasheet
b	Fault level	As mentioned in Datasheet
c	Busbars	Adequate capacity HDHC Electrolytic grade Copper bus bars with uniform cross section, heat shrinkable sleeved and colourcoded
d	Operating frequency	50 Hz $\pm$ 3%
e	No. of phases	3
f	Control	110V DC supply
g	Installation	Adequately Ventilated room

3.3 GENERAL REQUIREMENTS

Summary

The capacitor panels shall be suitable for continuous operation under the specified location & site conditions. The capacitor panels shall be suitable for indoor installation and is meant to be installed in a ventilated room. Ambient conditions to be considered for design of the capacitor banks shall be as per Attachment-1. The capacitor panels shall have a design life of minimum 15 years, from the date of supply. The capacitor panels shall be factory assembled, metal clad and shall comprise of standard pre-fabricated, cold rolled sheet steel units, assembled to a rigid free-standing dead front structure. Design of the panel should be such that in a divergent access to live parts is avoided. The cubicle shall be totally enclosed and vermin proof design. If necessary, opening for natural ventilation shall be provided with uniformly distributed louvers backed up by screen/mesh of corrosion resistance material for protection against entry of insects etc. Thickness of the sheet steel shall be sufficient to withstand these overstress that could occur during fault conditions & normal operation. Gaskets provided in the doors shall be long lasting and suitable for repeated opening and closings. All doors shall be hinged type and provided with opening handle, recessed lock & key arrangement. Suitable eye bolts / lifting hooks shall be provided for lifting the panel. If eyebolts! When removed these shall not leave any opening in the switchboard. Panel shall be assembled on a suitable base frame/cross channels supplied by the Manufacturer. The base frame/cross channels shall

be bolted on to the channels grouted into the floor over the trench (Channels for grouting in floor are not in the scope of vendor). This base frame shall be painted with black anti corrosive epoxy paint. The panel shall have minimum IP-4X protection and shall be constructed with sheet steel of minimum thickness 2.0mm.

Interchangeability Extensibility

The components shall be selected such that interchangeability of similar components ensured as its possibilities. Capacitor panels shall be extendable for future extension.

Accessibility

All the components shall be mounted in such a way that checking and removal of components shall be possible without disturbing adjacent components. All auxiliary components/equipment shall be easily accessible and visible from front side with their name-plate details. It shall be possible to set all measuring instruments & relays without de-energizing the panel. All mounted equipment and associated components shall have identification tags besides danger warning plate of permanent nature at front and at the rear also.

Bus Bars

The panel shall comprise of three phase bus bars. All phase bus bars including circuit connection shall be of uniform cross section throughout the board and shall be suitable to carry continuously the required current. Bus bars shall be of High-density, high conductivity (HDHC) electrolytic grade Copper and shall be fully insulated with heat-shrinkable sleeves throughout their length to restrict the initiation and propagation of arc. Joints shall be secured against loose ring and insulated properly. Phase colour coding of the buses shall be provided in the bus chamber & cable chamber for identification, visible through all cubicles. Bus bars shall be supported properly at regular intervals as per the design and both bus bars and the supports shall be adequate and braced to withstand the specified short circuit level without damage/ permanent deformation. Dynamic stress shall be calculated on the basis of the specified peak short circuit current. All bus bars support and barriers shall be suitably resistant to acids, alkalis, tracking effect stands shall have non-hygroscopic characteristics. Bus bar supports shall preferably be of synthetic material with high tracking index. The vendor shall state the creep age and clearance (phase to phase and phase to earth) distances at detailed engineering stage. The complete bus bar system shall be fully fault rated and braced for the fault currents as detailed in the specification. Where required, bus bars routing shall be clearly marked on the back side of panels for easy identification during maintenance.

Cable Termination

The Main incomer draw out type VCB of capacitor bank should have provision for back side entry of 3No's of 3 x 300 sq mm XLPE aluminum cable. Compartments for cable connections shall be separate and allow cable pulling, termination and connection work with switch board energized. Suitable arc propagation barriers shall be provided and adequate barriers shall be provided so as to permit personnel to work safely within an empty compartment with the bus bars energized. The incoming and outgoing power connections shall be through XLPE insulated aluminum conductor armored cables. Sufficient space shall be available for ease of termination & connection of specified size of cables through heat shrinkable termination kits. As suitable undrilled removable non-magnetic metallic gland plate of minimum 3mm thick shall be fitted at the bottom /top of each cable chamber to facilitate entry of cables. Sufficient space shall exist between the power cable termination and gland plate. Gland plate for single core Cable shall be of non-magnetic material. The cable chamber shall have supports for clamping of outgoing and incoming cables. Provision shall be made in the cable chamber for earthing of the cable armour.

3.4 Standards

The equipment shall conform (for performance and testing thereof) in all respects to the relevant Indian/International Standards specifications with latest amendments thereto.

INDIAN STANDARDS

<u>ISS/IECNO</u>	<u>Title</u>
IEC60871/IS13925 (Part-1):2012	CAPACITOR
IS9920-2002	Vacuum Contactors
IS2705	Current Transformer
IS3070	Lightning Arrestor
IS5553/IEC6155	Series Reactor & its Protection
IEC6132	Automatic Power Factor Controller

Equipment conforming to other internationally accepted standards which ensure equal or higher quality than the above-mentioned standards would also be acceptable. In such case bidders, who wish to offer material conforming to standards other than listed above, shall clearly bring the salient points of difference between the standards followed/adopted and specified here in above. In case of conflict order of preference shall be (1) ISS (2) IEC (3) other standards. In case of any difference between provisions of these standards and provision of this specification the provision contained in this specification shall prevail.

3.5 Service Conditions

The automatic capacitor Bank to be supplied against this specification shall be required to operate satisfactorily and continually under the following climatic condition:

Location: At Main Substation Maximum ambient air temperature (deg.C)42

Minimum ambient temperature (deg.C)10

Average daily ambient air temperature (deg. C)30

Maximum relative Humidity (%) 95% non-condensing

3.6 Principal Parameter

Sl.No.	Rating of Capacitor Bank (kVAr)	Steps configuration in kVAr if any &switched)
1.	5793 KVar,12.87 KV, 3 Phase, 50Hz (Minimum Output approx. 4500KVar at 11 KV)	500+500+500+1000+1000+1000

The equipment covered under this specification shall conform to specific parameters given below:

**** These steps are designed for fine tune of the Capacitor compensation. This decision should be taken, based on the load condition. However, the final design of capacitor bank & steps is to be finalized by the agency based on site requirement, discussion with OMC & actual manufacturing design subject approval of OMC.**

3.7 Technical Requirement of MV APFC Panel

Cubicle of MV APFC

It shall be free standing indoor type sheet steel enclosure fabricated from 2mm thick CRCA sheets. Capacitor cubical shall be mounted on mild steel channel frame and base frame shall be provided with mounting holes for fixing on concrete foundation. All doors and covers shall be designed to avoid ingress of water, moisture, dust etc. and shall be provided with suitable gaskets to achieve IP-4X degree of protection. Covers and doors shall be provided with electrical interlocks to avoid access to live parts. Viewing glasses shall be provided to view inside parts like fuses, contactors. LED internal panel lighting shall also be provided to have proper view in the night. Capacitor enclosure shall be duly powder coated. All control circuit wiring shall be fire retardant cable (FRLS) of 2.5sq.mm. All cable entries shall be from bottom through cable glands of suitable size. HT XLPE cable entry shall be through a cable entry box mounted on cubicle or fixed separately on foundation and coupled to the cubicle. Necessary Danger plate & Name plate etc. shall be provided at prominent places. All other necessary fittings and accessories should be provided by manufacturer to ensure safe and smooth operation of the equipment. Suitable bus bar arrangement shall be provided by the supplier and requisite quantity of bus bar material shall be provided for the Bank. All bus bars shall be Electrolytic grade copper bus bar only with suitable cross section. Panel shall be provided with two numbers of earthing terminal shall be provided.

BILL OF MATERIAL – 11 kV 4500 KVAR CAPACITOR PANEL			
Main Incomer Section			
SL NO.	MATERIAL SPECIFICATION	QTY	MAKE
1	OFF load isolator with Earth switch 11 KV, 400A, 3P, 40kA/3sec, Aux. contacts block 4NO+4NC	1	Panickker/A-Bond Strands/Reputed
2	Surge Arrester, 9 kV, Class 3, 10kA., heavy duty, metal oxide gapless type, suitable for Indoor type	3	Oblum/Reputed
3	Current Transformer, 400/1-1A, 15-15VA, 11 kV, STC 40kA/3Sec, Class-1/5P20, 1ph, Resin Cast	3	Kalpa/Pragati/AE
4	Potential Transformer, 11000/V3/110/V3 V, Class-1/3P, 25-25VA, Resin Cast with line side HRC Fuse	3	Kalpa/Pragati/AE
5	Summation CT, 1+1/5A, Resin cast	3	Kalpa/Pragati/AE
6	APFC Relay 12 Step, 3 CT sensing, Microprocessor based, 110V DC Aux. with RS485 port	1	UNISTAR/Hitachi Energy /SIEMENS/Shreem Electric Ltd

7	Incomer Protection Relay- O/C, E/F, OV & UV, Relay shall be RJ45 port for communication on IEC 61850, 110V DC Aux.	1	Siemens/ Hitachi Energy /GE/Shreem Elect Ltd
8	Master Trip Relay (86), 110V DC Aux.	1	Siemens/ Hitachi Energy /GE
9	Ethernet switch	1	Reputed
10	Protocol converter Rs485 to IEC61850	1	Reputed
11	Multifunction Meter CI-1 With communicating on Modbus protocol with RS 485 port, 110V DC Aux.	1	Rishabh/AE
12	Voltmeter with phase selector switch	1	Rishabh/AE
13	Ammeter with phase selector switch	1	Rishabh/AE
14	Digital MVAr meter	1	Rishabh/AE
15	Emergency Push button with 1NC contact	1	L&K/Schneider/ Hitachi Energy /Siemens/Teknic
16	Selector switch, 2P, Control on/off, 16A, Rotary type	1	Schneider/Kaycee/Salzer
17	Auto/Manual selector switch 1POLE 2WAY with off	1	Schneider/Kaycee/Salzer
18	Power Contactor, 3P with 2NO+2NC, 16A, AC-3 Duty, Coil Voltage 110V DC	1	L&K/Schneider/ Hitachi Energy /Siemens
19	Auxiliary contactors	A/R	L&K/Schneider/ Hitachi Energy /Siemens
20	Plug in Relays	A/R	Schneider/ Hitachi Energy /Siemens/Omron
21	MCBs	A/R	L&K/Schneider/ Hitachi Energy /Siemens
22	Indication Lamps	A/R	L&K/Schneider/ Hitachi Energy /Siemens/Teknic

BILL OF MATERIAL – 11 kV 4500 KVAr CAPACITOR PANEL			
STEP-1/2/3 11 kV, 500 KVAr, 3Ph, 50Hz QTY-3 Nos.			
SL NO.	MATERIAL SPECIFICATION	QTY	MAKE

1	HRC FUSE 11 KV 40A 40KA	9	EATON BUSSMAN/Eswari
2	Micro Switch	9	REPUTED
3	Vacuum Contactor, Fixed Type, 3P, 400A, 11 kV, 110V DC, Capacitor Switching current 250A	3	Hitachi Energy / SIEMENS/ CGL/ Unistar/Shreem Electric Ltd
4	Current Transformer, 50/1-1A, 15-15VA, 11 kV, STC 40kA/3 Sec, Class-1/5P20, 1ph, Resin Cast	9	Kalpa/Pragati/AE
5	Protection Relay- Unbalance protection Relay and O/C & E/F shall be RJ45 port for communication on IEC 61850	3	Siemens/ Hitachi Energy /GE/Shreem Elec.Ltd
6	APP Capacitor, 214.66 KVAR, 7.43 KV, INTERNAL FUSE, 1 PH, 50 Hz With inbuilt discharge resistances.	9	Hitachi Energy /SIEMENS/ Unistar/Shreem Elct.Ltd
7	Series Reactor, Dry Type, Aluminum wound, 1 Ph, 11 KV 50 Hz, 6% suitable for 500 KVAR Step,	9	Hitachi Energy /SIEMENS/ Unistar/Shreem Elect.Ltd
8	RVT, 11000/V3/110/V3/110V Class-1/3P, 100-100VA, Resin Cast with line side HRC Fuse	3	Kalpa/Pragati/AE
9	Ammeter with phase selector switch	3	Rishabh/AE
10	Auto/Manual selector switch 1POLE 2WAY with off, 6A	3	Selec/GIC/EAPL
11	MCBs	A/R	L&K/Schneider/ Hitachi Energy /Siemens
12	Auxiliary contactors	A/R	L&K/Schneider/ Hitachi Energy /Siemens/Shreem Elect
13	Axial Cooling Fans	A/R	REXNOLD/REPUTED
14	Push Buttons	A/R	L&K/Schneider/ Hitachi Energy /Siemens/Teknic
15	Indication Lamps	A/R	L&K/Schneider/ Hitachi Energy /Siemens/Teknic

BILL OF MATERIAL – 11 kV 4500 KVAR CAPACITOR PANEL
STEP-4/5/6 11 kV, 1000 KVAR, 3Ph, 50Hz QTY-3 Nos.

SL NO.	MATERIAL SPECIFICATION	QTY	MAKE
1	HRC FUSE 11 KV 80A 40KA	9	EATON BUSSMAN/Eswari
2	Micro Switch	9	REPUTED
3	Vacuum Contactor, Fixed Type, 3P, 400A, 11 kV, 110V DC, Capacitor Switching current 250A	3	Hitachi Energy /Unistar/CGL/Shreem Elect.Ltd
4	Current Transformer, 50/1-1A, 15-15VA, 11 kV, STC 40kA/3 Sec, Class-1/5P20, 1ph, Resin Cast	9	Kalpa/Pragati/AE
5	Protection Relay- Unbalance protection Relay and O/C & E/F shall be RJ45 port for communication on IEC 61850	3	Siemens/ Hitachi Energy /GE/Shreem Elect
6	APP Capacitor, 214.66 KVAR, 7.43 KV, INTERNAL FUSE, 1 PH, 50 Hz With inbuilt discharge resistances.	18	Hitachi Energy /SIEMENS/ Unistar/Shreem Elect.Ltd
7	Series Reactor, Dry Type, Aluminum wound, 1 Ph, 11 KV 50 Hz, 6% suitable for 1000 KVAR Step,	9	Hitachi Energy /SIEMENS/ Unistar/Shreem Elect.Ltd
8	RVT, 11000/V3/110/V3/110V Class-1/3P, 100-100VA, Resin Cast with line side HRC Fuse	3	Kalpa/Pragati/AE
9	Ammeter with phase selector switch	3	Rishabh/AE
10	Auto/Manual selector switch 1POLE 2WAY with off, 6A	3	Selec/GIC/EAPL
11	MCBs	A/R	L&K/Schneider/ Hitachi Energy /Siemens
12	Auxiliary contactors	A/R	L&K/Schneider/ Hitachi Energy /Siemens
13	Axial Cooling Fans	A/R	REXNOLD/REPUTED
14	Push Buttons	A/R	L&K/Schneider/ Hitachi Energy /Siemens/Teknic
15	Indication Lamps	A/R	L&K/Schneider/ Hitachi Energy /Siemens/Teknic

3.8 Equipments in Main Incomer

Surge Arrestor

At main incoming bus bar one set of surge arrestor shall be provided, technical specification of same are as given below: -

- i) Surge Arrestor shall be 9KV, class-3, 10KA, heavy duty, metal oxide gapless type, suitable for indoor type & surge counter.
- ii) Tests: The Surge Arrestors shall have type tested and shall be subjected to routine and acceptance test in accordance with IS: 3070.
- iii) The bidder shall submit guaranteed technical particulars along with their bid.

Surge Arrestor

One multifunction meter cum Power Quality Meter for monitoring the key Power Quality parameters at the main supply of 0.5S accuracy class fully static 3phase–3wire CT-PT operated three-vector PQM including Harmonics of 2nd to 40th order. The meter shall be suitable for measurement of different electrical parameters as per the energy and power demand requirement in an AC balanced/unbalanced system. The meter should have in build memory to store the measured data and can be down-load. The following minimum specifications shall be met:

Operating voltage	20V-250V(45...65Hz)DC20V...300V
Voltage measurement 4wire with neutral (TN grid)	L-N277V/L-L480V+/-10%
Overvoltage category	300V CATIII
Surge voltage withstand	4Kv
Surge voltage withstand (current input)	2Kv
Measuring range L-N	0...300Vmax.overvoltage 520Vrms
Measuring range L-L	0...520Vmax.overvoltage 900Vrms
Current input	.../1A/5A/max6A direct
Overcurrent1S	120A sinusoidal
Dimensions	96x96mm
Display	67x55mm
Display contrast	0–9
Gap less measurement	Yes
Harmonics V/A	1...40 th
Distortion factor THD-Uin%	Yes
Distortion factor THD-lin%	Yes
Imbalance	Yes
Accuracy V	0.2%
Accuracy A	0.5%
Effective energy class.	0.5
Reactive energy class.	1
Operating hour meter	Yes
Temperature input	Required
Integrated logic	Yes
Min/max value memory	Yes
Memory size	256MB
Clock	Yes
Bi-metallic function	Yes

Software	Must be provided along with each meter
Operating Temperature	-10°C...+55°C
Altitude	2000m
Humidity	0...75%non-condensing
Interfaces	
RS485	Set table between 9.6 kbps to 115.2 kbps
Ethernet	100M bit Ethernet
Web server	Web server facility required
Protocols	
Mod bus RTU, Mod bus Gate way, TCP/IP	Yes–yes -yes

Accessories on OUT GOING FEEDERS

A) **HRC Fuses**

Each capacitor unit shall be protected by External HRC fuse of suitable rating and interruption capacity so that a faulty capacitor unit shall be disconnected by fuse. The fuse shall satisfactorily operate under ambient conditions. The following requirements shall be considered while selecting the right size of fuse.

- i) Ability to withstand the maximum discharge current from healthy capacitor element.
- ii) Capability of handing fault current so as to Blow off before the case rupture takes place thereby avoiding damage to adjoining capacitor units.

B) **RC SURGE SUPPRESOR**

0.1MFD dry capacitor of 11 kV or above, per each step of the capacitor bank, to protect the switching surge of the vacuum contactors. The capacitors should be of All Film Type. (Film/Foil Design). The Dielectric shall be of polypropylene film. The capacitors shall conform to IS: 13925.

C) **Vacuum Contactor-Fixed type.**

Draw-out type Vacuum Contactor shall be of 11KV, 50Hz, 10kA, Indoor type suitable for switching of capacitor in steps and shall confirm to following specification.

D) **Applicable Standards:**

Unless otherwise stipulated in this specification the Vacuum Contactor Switch shall comply with the latest version of IEC 62271 (AC Switches for voltages above 1000 V).

E) **Rated Voltage:**

The rated voltage for the Vacuum Contactor Switch shall be minimum of 12kV. This represents the highest system voltage corresponding to the nominal system voltage of 11 KV.

F) **Rated Current:**

The standard rated normal current shall be 400A

G) Rated Capacitive Switching Current:

The rated capacitive switching current shall not be less than 250A. Note: The capability of the Vacuum Contactor Switch shall also take into account the parallel switching of capacitor bank steps.

H) Rated Short Time Current:

The rated short time symmetrical current for 1 second shall be 10KA (rms AC. component).

I) Rated Short Circuit Making Current:

The rated making current shall be 25KA Peak.

J) Basic Impulse Level (BIL):

The rated basic impulse level of Vacuum Contactor Switch to earth as also across the open terminals shall be 40 KV.

K) Control Supply:

The control power for closing the Vacuum Contactor Switch shall be 110V DC. The closing mechanism shall be suitable for a voltage variation of (+) 10% to (-) 20%.

L) Design & Construction Requirement:

- i) Fixed type construction.
- ii) The Capacitor Switching shall be of vacuum type.
- iii) The Vacuum Contactor shall be of three phase construction and shall be suitable for remote operation.
- iv) The Vacuum Contactor shall be suitable for Indoor installation.
- v) The Vacuum Contactor shall have the facility of replacing individual vacuum interrupter, when required, from the perspective of service ability.
- vi) Vacuum Contactor shall be provided with two earthing terminals marked with the earth symbol.

M) Operating Mechanism:

The operating mechanism of VCB are 110 V DC & for spring charging 230V AC.

N) Mechanical and Electrical Endurance:

The Vacuum Contactor Switch shall be capable of performing not less than 10,000 mechanical operations and 10,000 electrical operations at 400A, 11 KV capacitive switching current of 250A current without getting damaged.

O) Marking:

The Vacuum Contactor Switch shall be provided with a legible and indelibly marked name plate with the following:

- i) Name of the manufacturer.
- ii) Type, designation and serial number.
- iii) Rated voltage and current.
- iv) Rated frequency.
- v) Number of poles.
- vi) Rated short time current (symmetrical).
- vii) Rated making current.

viii) Rated capacitive switching current.

ix) Month of manufacturing.

a. Tests: The Vacuum Contactor shall be subjected to the following tests in accordance with the IS: 9920 (Part-IV).

P) Type Tests

- i) Tests to verify the insulation level, including withstand tests at power frequency voltages on auxiliary equipment.
- ii) Tests to prove that the temperature rise of any part does not exceed the specified values.
- iii) Tests to prove satisfactory operation and mechanical/electrical endurance.

Q) Routine Tests

- a) Power frequency voltage dry tests.
- b) Voltage tests for auxiliary circuits.
- c) Measurement of the resistance of the main circuits.
- d) Tests to prove satisfactory operation.

R) Capacitor Bank

Construction of capacitor unit

Basic Construction of the Capacitor Unit.

The HV capacitor shall comprise appropriate numbers of basic single-phase units (minimum 4Nos.basic units in parallel per phase) which shall be connected in star formation. Capacitor bank shall be provided with ANSI60/59N protection through open-delta winding of RVT along with Neutral displacement relay by the capacitor panel manufacturer.

Capacitor unit shall be of All Film Type (Film/Foil Design). The Dielectric shall be of Polypropylene film. The capacitors shall conform to IS: 13925.

The conducting material shall be of Aluminum foil. The impregnate shall be compatible non- PCB liquid and shall have the required environmental factors of low bio accumulation, rapid bio- degradation, low toxicity.

The loss in the capacitor at rated voltage and frequency shall be 0.2Watts per kVAr after stabilization and at maximum ambient temperature resulting in lower operating temperature and longer life.

HV Capacitor banks shall be with necessary discharge resistors to reduce the terminal voltage of each unit to a value equal to or less than 75V in 10minutes.

Capacitors shall be protected by internal/external fuses of suitable ratings. The bushings shall be joined to the case of the capacitor by welding method.

The capacitor bank shall be complete with all accessories such as mounting racks, interconnecting bus bars, support epoxy insulators, external HRC fuses on the outgoing end, hardware 'set etc.

S) 6% Aluminum wound Iron core Series Reactor

6% Aluminum wound IRON Core Series reactor per phase per step of capacitor rating for de-tuned of Harmonics should be connected on the line side and are manufactured as per IS: 5553. However copper wound Iron core reactor may be considered as technically suitable & acceptable. The rated voltage shall be 12.87KV. The reactor shall be dry type single/ three phase reactors mounted on post insulators and designed to carry 110% of the rated voltage or 130% of rated current or 130% of the rated output without exceeding the temperature rise. Reactors shall be resin impregnated with class-F insulation.

- i. Tests: The series reactor shall be type tested and shall submit routine test report in accordance with IS: 5553.
- ii. The bidder shall submit guaranteed technical particulars along with their bid.

Temperature sensors should be provided to protect the capacitor bank from the excess heating of the reactor due to improper ventilation or any other reason, to protect the capacitor failure.

T) AUTOMATIC CONTROL UNIT, APFC relay unit

Switching Arrangement:

The Automatic control & Protection shall happen through the Power Factor Controller provided in the APFC Panel to continuously monitor total load KVAR attached to 11 kV bus and shall automatically switch ON or switch OFF the capacitor banks through the operation of the Vacuum Contactors (installed in panel). Over riding provision shall also be made for electrical switching ON or OFF of the vacuum contactors by the operator from the POWER FACTOR CONTROLLER.

Time Delay:

The switching ON operation will take place after period of 10 minutes. The switching OFF operation of relevant steps will be instantaneous.

Controls:

The Power Factor Controller shall instantly switch OFF the capacitor bank in the following contingencies occurring in any of the phases.

- i) Voltage increased by 10% above the rated voltage of 11KV.
- ii) Power transformer current unbalance (due to single phasing and for any other

reasons) between any of the two phases exceeding 20% of the lowest, iii) Current increases in any capacitor unit by 30% above the rated current (only the relevant capacitor switch will open). Current between any of the two phases of the capacitor bank differs more than 15% of the lowest current of the 3 phases (only the relevant capacitor switch will open).

Monitoring Facility:

A suitable display should be provided to indicate the capacitor current in each phase of the complete capacitor bank on the Power Factor Controller. Indications shall also be provided to indicate ON&OFF status of each capacitor bank.

Control Power:

The AC control voltage for operation of the POWER FACTOR CONTROLLER shall be provided by FCPOMC. The required control voltage shall be 230 VAC. Besides in-built protection against line surges, suitable fuses/MCB shall be provided for protection against over current.

Temperature Variation:

The control equipment and associate circuitry shall be suitable for operation at an ambient temperature in the range of + 5 deg C to (+) 50 deg C Max.

RATING PLATE:

Each Panel shall be fitted with a rating plate giving clearly the particular specified of marking as per standards.

INSTALLATION AND MAINTENANCE INSTRUCTIONS:

The supplier shall provide 3sets of detailed instruction manuals and drawings covering all aspects of installation and maintenance of the capacitor bank and the associated equipments.

TESTS

(a) TYPE TESTS

All the offered accessories shall be type tested by the bidder / OEM supplier as per relevant standards including the type tests mentioned below. The bidder shall furnish test reports as per relevant standards for each type of equipment offered, along with the bid. Or should give an undertaking to submit the reports on the event of the order.

(b) ROUTINE TEST

Routine Test Certificate shall be provided for individual Capacitor Unit covering tests stipulated in relevant standard. The method shall be subject to agreement between

the Supplier and Purchaser where it is not specified in the relevant standards. The Purchaser reserves the right to carry out any other test(s) of reasonable nature, in addition to above mentioned tests ,at works/test house of the Supplier or any other recognized laboratory/Research Institute to satisfy that the material compiles with the intent of this specification.

(c) INSPECTION

The inspection shall be carried out by the Purchaser at two stages of manufacture i.e., inspection during manufacturing and final inspection and testing. The Supplier shall keep the Purchaser informed in advance of the manufacturing Program me so that the arrangement can be made for inspection. The Manufacturer shall grant free access to works, for Purchaser's representative at a reasonable time. Inspection and acceptance of any equipment under this specification by the Purchaser shall not relieve the Supplier of his obligation of furnishing the equipment in accordance with this specification and shall not prevent subsequent rejection if the equipment is found to be defective/not as per this specification. All acceptance tests and inspection shall be carried out at the place of manufacture unless otherwise specifically agreed upon by the contractor and Purchaser. The contractor shall offer to the inspecting official(s) representing the Purchaser, all reasonable facilities without charge, to satisfy that the material is being furnished in accordance with this specification. The Purchaser has the rights to have the tests carried out at his own cost by an independent agency wherever there is a dispute regarding the quality of the supply. The contractor shall given of less than15 days advance intimation to enable the purchase to depute his representative for witnessing the state/acceptance tests.

2 QUALITY ASSURANCE PLAN

The bidder shall have ISO-9001/2015or any latest certification. The bidder shall invariably furnish the quality assurance plan for the all-raw material input to final testing and dispatch.

3 DOCUMENTATION

All drawing shall conform to international standards organization (ISO),'A' series of drawing sheets/Indian standards specification IS: 656.

A) LIST OF DRAWINGS

The bidder shall furnish the following along with the bid:-

- i. Two sets of drawing showing clearly the general arrangement, fitting details, electrical connections etc. required for erection & commissioning
- ii. Technical leaf lets (user's manual) giving operating instructions.
- iii. Three copies of dimensional drawing.

3.2 Delivery period

The delivery period including supply, installation and commissioning shall be as follows:

Sl.No.	Milestone	Timeline
A. Supply of Capacitor Bank with APFC Panel.		
1	Issue of LOA/PO	T0
2	Acceptance to LOA/PO	T1=T0+7 Days
3	Submission of Drawings for approval	T2= T1+8 Days
4	Approval of Drawings from OMC	T3= T2+2 Days
5	Supply of Capacitor bank with APFC Panel.	T4=T3+90 Days
B. Installation, testing & commissioning of Capacitor Bank with APFC Panel.		
1	Installation, testing and commissioning of Capacitor bank with APFC Panel from the date of receipt of site clearance given from OMC.	30 Days

3.3 Drawings

The bidder shall furnish one set of following drawings along with their bid to check the suitability of their equipment:-

- Outline general arrangement drawing of capacitor bank with detailed dimension of capacitor bank / unit and structure with complete bill of material.
- Electrical layout drawing of Capacitor bank showing spacing of each equipment.
- Outline arrangement drawing of capacitor unit with detail dimension& and also its schematic for electrical interlocking.

The successful bidder shall, within 4 weeks of placement of order, submit three sets of final versions of all the above said drawings for purchaser's approval.

The purchaser shall communicate his comments / approval on drawings to the supplier within a period of 2 weeks. The supplier shall, if necessary, modify the drawings and re- submit three copies of the modified drawings for purchaser's approval, within 2 weeks from the date of purchaser's comments.

After receipt of purchaser's approval, the supplier shall, within two weeks submit 3 prints along with reproducible of the approved drawings and descriptive literature on capacitor with APFC Panel and all allied equipment covered by the specification for purchaser's use.

- The manufacturing of the equipment's shall be strictly in accordance with the approved drawings and no deviation shall be permitted without written approval of the purchaser.
- Approval of drawings by purchaser shall not relieve the supplier of any of his responsibility and liability for ensuring correctness and correct interpretation of the drawings for meeting the requirement of the latest revision of applicable standard of engineering, design and workmanship and latest revision of

relevant standards at the time of supply and purchaser shall have the power to reject any work or material which in his judgment is not in accordance therewith.

3.4 Inspection procedure

- 3.4.1 The supplier shall allow assistance for stage inspections of material during manufacturing at his works and/or inspection before 15 days of scheduled dispatch.
- 3.4.2 Routine tests and acceptance tests: All routine and acceptance tests as specified in relevant ISS/IEC of respective equipment shall be carried out by the supplier in the presence of purchaser's representative without any additional payment.
- 3.4.3 Endurance testing of capacitor unit With APFC Panel: The endurance test as per the procedure given in IEC-871.2 shall be conducted at CPRI to ensure that the capacitor will withstand the service conditions with a high degree of reliability. Test charges, if any, shall be quoted by the bidder in the bid. In case this test has already been got conducted on similar rating of units from Govt./Govt. approved testing house, copies of test report shall be submitted by bidder along with their bid. The purchaser reserves the right to carry out this test at Govt. test agency on one or more units, if felt necessary.
- 3.4.4 If any material is not found in line with relevant specification as per tender as well as approved drawing & design during inspection at manufacturer's works by Inspector, the Agency shall carry out the modifications as per the suggestion with approval from OMC and offer for re-inspection without any extra cost on OMC.
- 3.4.5 In case of waiver of inspection at manufacturer works by OMC, the dispatch clearance shall be given based on review of manufacturer test reports by OMC.

3.5 Warranty

- 3.5.1 The warranty will remain valid for at least 12 (Twelve) months from the date of supply, installation, commissioning and handing over of the complete Capacitor bank along with APFC Panel at the site.
- 3.5.2 The warranty will cover all the items and equipment supplied by the agency including major & minor parts of the Capacitor bank, and any replacement or repair required within the warranty period will be provided by the Agency at free of cost at the required destination.
- 3.5.3 Replacement under warranty clause shall be made by the Agency free of all charges on site including freight, insurance and other incidental charges.
- 3.5.4 Warranty certificate shall be submitted by the Agency along with the invoice and other dispatch documents
- 3.5.5 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.
- 3.5.6 OMC decision regarding the defects and/ or substandard nature of the goods supplied shall be final.

3.6 Other requirements

3.6.1 After sales service

The bidder should indicate sales and services infrastructure in Odisha with complete address and contact details of Head/branch office as per Annexure 13.

The bidder must send designated service engineers at site for inspection & repair and make parts available for replacement of defective product within 48 hours of intimation during warranty period of the concerned product.

3.7 Installation, testing and commissioning of the goods

3.7.1 The bidder must install, test and commission the Capacitor bank at site specified by OMC within the delivery period.

3.7.2 Fittings and Accessories: Any fittings or accessories which might have not been mentioned in the specification, but which are usual or necessary for optional performance of the equipment are to be provided by Contractor without extra cost. All equipment must be complete in all respect, whether mentioned in the specification or not.

3.7.3 The bidder shall handover all the old equipment and parts, removed / dismantled during installation of new equipment and parts, to OMC and shall not use any of the removed / dismantled equipment and parts without prior approval and intimation of OMC's Engineer-In-Charge (EIC). The bidder shall ensure proper shifting of such equipment and parts after removal / dismantling to the designated Ferro Chrome Plant area as directed by the EIC.

4 Payment terms:

4.1 Payment schedule shall be as follows :

Sl. No.	Milestone	Payment	Payment Terms
1	Design, Manufacturing, Supply of HT Capacitor bank with APFC Panel as mentioned in Annexure-2 scope of work & supply.	70% of material value of the order value with GST in full	70% of material value of order along with applicable GST in full after delivery& receipt acceptance(physical verification)at site.

2	Successful Installation and commissioning of Capacitor bank with APFC Panel.	Balance 20% of the material value & 100% of installation and commissioning charges.	20% of the material value & 100% of installation and commissioning charges with GST in full after successful installation and commissioning and acceptance by OMC;
3	Completion of Warranty period	10% of 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 BG in OMC format – BG 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.

- 4.2** The Seller Provider shall raise the final bill for the work performed within 15 days after completion of the work. The invoices/ bills submitted by the Seller should be accompanied by the certification of the officer concerned from OMC side/ designated key contact, confirming that the respective deliverables/services have been delivered.
- 4.3** The Seller shall take the final testing and running with the help of his own engineers for the purpose of submission of bill. The testing results shall be verified by the Engineer-In-Charge (EIC) of OMC and his subordinates within 10 days of submission of the bills.

- 4.4** If the Seller does not submit the bill within the time fixed as aforesaid, the EIC and his subordinate shall inspect the final work in presence of the contractor or his authorized representative whose counter signature to the measurement list will be deemed as evidence for preparation of bill.
- 4.5** The Final Bills for the work shall be paid at HO, based on the recommendation of the Head, Ferrochrome Plant, OMC Limited. The bills along with all relevant documents as per order shall be submitted by the agency at the Ferro Chrome plant, OMCL.
- 4.6** The contractor shall sign & submit “No Claim Certificate” along with final bill.

5 Taxes & Duties

5.1 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 & Work 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 symbolized 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. Harmonized 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/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.
- xi) TDS under GST Rules: Applicable TDS shall be deducted as per GST rule.

5.2 Direct Taxes

TDS as applicable shall be deducted under Income Tax Act, 2025 and certificate of deduction shall be provided by OMC to the Seller in accordance with the provisions of Income Tax Act, 2025.

6 Liquidated Damages

6.1 If the Seller fails to supply, install and commission (as the case maybe) the Capacitor bank system 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.

6.1.1 In case of delay in supply of the goods, the LD shall be calculated as 0.5% (zero point five per cent) of the supply value of the Purchase Order (excluding GST) in respect of which the delay in delivery has occurred for each week or part thereof of delay, subject to a maximum value of 5% of the supply value of the Purchase Order (excluding GST). GST on LD shall be recovered in addition to the LD amount, if applicable.

6.1.2 In case of delay in installation and commissioning of the supplied items, the LD shall be calculated as 2 % (two per cent) of the value of the Purchase Order (excluding GST) for Installation, testing, commissioning in respect of which the delay in delivery has occurred for each month or part thereof of delay, subject to a maximum value of 10% of the value of the Purchase Order (excluding GST) for Installation, testing, commissioning. GST on LD shall be recovered in addition to the LD amount, if applicable.

6.2 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.

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

- A) Appropriation of the Security Deposit/Performance Security; OR
- B) Appropriation the of EMD (in case provision of Security Deposit does not exist); OR
- C) Reduction of the invoice/document value and release of the payment accordingly

- 6.4** 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.
- 6.5** If at any time during the PO / Agreement, the Seller encounters conditions that may impact the timely supply, installation and commissioning (as the case maybe) of goods, the Seller shall notify to OMC in writing within 24(Twenty-Four) hours 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.
- 6.6** **Penalty for bad/ sub-standard work:**
- i. If it appears to the concerned incharge 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..

Please Note the cumulative Liquidated damage and Penalty shall not be more than 5% of the value of the Purchase Order.

6.7 **Liabe for damage done and imperfection made:**

If the Supplier/Agency or his/her people break, deface, injure or destroy any part of the Capacitor bank Plant 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.

7 **Designated officer and key contacts of OMC**

- | | |
|----------------|------------------------------|
| 1. Designation | DGM (C&P) |
| Email | nihar.behara@odishamining.in |
| Mobile No. | +91- 8169962881 |
| | |
| 2. Designation | Sr. Manager (Elect.)-C&P |
| Email | sanjay.sahoo@odishamining.in |
| Mobile No. | +91- 8275721218 |

8 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.

9 Others

9.1 Repeat order

The repeat order against this order may be placed at the same rate, terms and conditions as per the original order for any locations of OMC within the state of Odisha.

Conditions of repeat order:

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

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.	Unit of measurement	Basic Price	Grand Total
1.	5793 KVAR, 12.87 KV, 3 Phase, 50Hz Capacitor Bank With APFC Panel (Minimum Output approx. 4500KVAR at 11 KV)	1	Set	This price bid format is sample only. The price to be quoted in BoQ format available in e-procurement portal against this tender.	
2.	Installation, testing, commissioning of the above.	1	LS		

Grand total in words Rupees _____) only.

Note:

1) Lowest bidder will be calculated based on Grand Total (Total of Item Sl.no. 1 to 2)

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 informations/declarations/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 and Clause 8.15.1)		
2	Incorporation related documents (Refer Clause 8.15.1)		
3	Tax related documents (Refer Clause 8.15.1)		
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	Sales and service infrastructure-Annexure 13		
13	Signed and stamped technical specification compliance sheet -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

Signature of the Authorized Signatory of the Bidder with Seal

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 Nationalized/ Scheduled Bank and should be operable and invokable at its Branch in Bhubaneswar

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

E-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 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 bank guarantee ("Electronic 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 Electronic 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

The bidders are required to provide the description of activities and applicable GST in the below format.

To be uploaded in financial packet.

S No	Description	SAC/HSN Code	Rate of GST
1	Supply of HT Capacitor Bank with APFC Panel as per detailed technical specification as per DTCN.	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.	
2	Installation, testing & commissioning charges of capacitor bank with APFC Panel.		

Date

Signature of the Authorized Signatory of the Bidder with Seal

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 of Bidder Information

Sl. No	Description	Details
1	Name of the bidder	
2	Address for communication	
3	Contact Details	
4	PAN	
5	GSTIN	
6	Experience in Supply, installation, testing and commissioning of Capacitor banks with APFC	
7	Turnover (FY 23-24)	
8	Turnover (FY 24-25)	
9	Turnover (FY 25-26)	
10	Average turnover of 3 years (FY 23-24, FY 24-25, FY 25-26) ($\sum (7+8+9)/3$)	

Date

Signature of the Authorized Signatory of the Bidder with Seal

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, installed, tested and commissioned	Completion Certificate & the page reference

Date

Signature of the Authorized Signatory of the Bidder with Seal

Annexure 13: Sales and Service Infrastructure

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

Annexure 14: Technical Specification Compliance Sheet

Note:- Bidder shall confirm the make of material during Bid submission & shall provide documentary evidence of procuring the same from OEM during project execution.

BILL OF MATERIAL – 11 kV 4500 KVAR CAPACITOR PANEL				
Main Incomer Section				
SL NO.	MATERIAL SPECIFICATION	QTY	MAKE	Make quoted by bidder
1	OFF load isolator with Earth switch 11 KV, 400A, 3P, 40kA/3sec, Aux. contacts block 4NO+4NC	1	Panickker/A-Bond Strands/Reputed	
2	Surge Arrester, 9 kV, Class 3, 10kA., heavy duty, metal oxide gapless type, suitable for Indoor type	3	Oblum/Reputed	
3	Current Transformer, 400/1-1A, 15-15VA, 11 kV, STC 40kA/3Sec, Class-1/5P20, 1ph, Resin Cast	3	Kalpa/Pragati/AE	
4	Potential Transformer, 11000/v3/110/v3 V, Class-1/3P, 25-25VA, Resin Cast with line side HRC Fuse	3	Kalpa/Pragati/AE	
5	Summation CT, 1+1/5A, Resin cast	3	Kalpa/Pragati/AE	
6	APFC Relay 12 Step, 3 CT sensing, Microprocessor based, 110V DC Aux. with RS485 port	1	UNISTAR/Hitachi Energy /SIEMENS/Shreem Electric Ltd	
7	Incomer Protection Relay- O/C, E/F, OV & UV, Relay shall be RJ45 port for communication on IEC 61850, 110V DC Aux.	1	Siemens/ Hitachi Energy /GE/Shreem Elect Ltd	
8	Master Trip Relay (86), 110V DC Aux.	1	Siemens/ Hitachi Energy /GE	
9	Ethernet switch	1	Reputed	
10	Protocol converter Rs485 to IEC61850	1	Reputed	
11	Multifunction Meter CI-1 With communicating on Modbus protocol with RS 485 port, 110V DC Aux.	1	Rishabh/AE	
12	Voltmeter with phase selector switch	1	Rishabh/AE	
13	Ammeter with phase selector switch	1	Rishabh/AE	
14	Digital MVAR meter	1	Rishabh/AE	
15	Emergency Push button with 1NC contact	1	L&K/Schneider/ Hitachi Energy /Siemens/Teknic	
16	Selector switch, 2P, Control on/off, 16A,	1	Schneider/Kaycee/Salzer	

	Rotary type			
17	Auto/Manual selector switch 1POLE 2WAY with off	1	Schneider/Kaycee/Salzer	
18	Power Contactor, 3P with 2NO+2NC, 16A, AC-3 Duty, Coil Voltage 110V DC	1	L&K/Schneider/ Hitachi Energy /Siemens	
19	Auxiliary contactors	A/R	L&K/Schneider/ Hitachi Energy /Siemens	
20	Plug in Relays	A/R	Schneider/ Hitachi Energy /Siemens/Omron	
21	MCBs	A/R	L&K/Schneider/ Hitachi Energy /Siemens	
22	Indication Lamps	A/R	L&K/Schneider/ Hitachi Energy /Siemens/Teknic	

BILL OF MATERIAL – 11 kV 4500 KVAR CAPACITOR PANEL				
STEP-1/2/3 11 kV, 500 KVAR, 3Ph, 50Hz QTY-3 Nos.				
SL NO.	MATERIAL SPECIFICATION	QTY	MAKE	Make quoted by bidder
1	HRC FUSE 11 KV 40A 40KA	9	EATON BUSSMAN/Eswari	
2	Micro Switch	9	REPUTED	
3	Vacuum Contactor, Fixed Type, 3P, 400A, 11 kV, 110V DC, Capacitor Switching current 250A	3	Hitachi Energy / SIEMENS/ CGL/ Unistar/ Shreem Electric ltd	
4	Current Transformer, 50/1-1A, 15-15VA, 11 kV, STC 40kA/3 Sec, Class-1/5P20, 1ph, Resin Cast	9	Kalpa/Pragati/AE	
5	Protection Relay- Unbalance protection Relay and O/C & E/F shall be RJ45 port for communication on IEC 61850	3	Siemens/ Hitachi Energy /GE/Shreem Elec.Ltd	
6	APP Capacitor, 214.66 KVAR, 7.43 KV, INTERNAL FUSE, 1 PH, 50 Hz With inbuilt discharge resistances.	9	Hitachi Energy /SIEMENS/ Unistar/Shreem Elct.Ltd	
7	Series Reactor, Dry Type, Aluminum wound, 1 Ph, 11 KV 50 Hz, 6% suitable for 500 KVAR Step,	9	Hitachi Energy /SIEMENS/ Unistar/ Shreem Elect.Ltd	
8	RVT, 11000/V3/110/V3/110V Class-1/3P, 100-100VA, Resin Cast with line side HRC Fuse	3	Kalpa/Pragati/AE	
9	Ammeter with phase selector switch	3	Rishabh/AE	
10	Auto/Manual selector switch 1POLE 2WAY with off, 6A	3	Selec/GIC/EAPL	
11	MCBs	A/R	L&K/Schneider/ Hitachi Energy /Siemens	
12	Auxiliary contactors	A/R	L&K/Schneider/ Hitachi Energy /Siemens/ Shreem Elect	
13	Axial Cooling Fans	A/R	REXNOLD/REPUTED	
14	Push Buttons	A/R	L&K/Schneider/ Hitachi Energy /Siemens/Teknic	
15	Indication Lamps	A/R	L&K/Schneider/ Hitachi Energy /Siemens/Teknic	

BILL OF MATERIAL – 11 kV 4500 KVAR CAPACITOR PANEL				
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STEP-4/5/6 11 kV, 1000 KVAR, 3Ph, 50Hz QTY-3 Nos.				
SL NO.	MATERIAL SPECIFICATION	QTY	MAKE	Make quoted by bidder
1	HRC FUSE 11 KV 80A 40KA	9	EATON BUSSMAN/Eswari	
2	Micro Switch	9	REPUTED	
3	Vacuum Contactor, Fixed Type, 3P, 400A, 11 kV, 110V DC, Capacitor Switching current 250A	3	Hitachi Energy /Unistar/CGL/Shreem Elect.Ltd	
4	Current Transformer, 50/1-1A, 15-15VA, 11 kV, STC 40kA/3 Sec, Class-1/5P20, 1ph, Resin Cast	9	Kalpa/Pragati/AE	
5	Protection Relay- Unbalance protection Relay and O/C & E/F shall be RJ45 port for communication on IEC 61850	3	Siemens/ Hitachi Energy /GE/Shreem Elect	
6	APP Capacitor, 214.66 KVAR, 7.43 KV, INTERNAL FUSE, 1 PH, 50 Hz With inbuilt discharge resistances.	18	Hitachi Energy /SIEMENS/ Unistar/Shreem Elect.Ltd	
7	Series Reactor, Dry Type, Aluminum wound, 1 Ph, 11 KV 50 Hz, 6% suitable for 1000 KVAR Step,	9	Hitachi Energy /SIEMENS/ Unistar/Shreem Elect.Ltd	
8	RVT, 11000/V3/110/V3/110V Class-1/3P, 100-100VA, Resin Cast with line side HRC Fuse	3	Kalpa/Pragati/AE	
9	Ammeter with phase selector switch	3	Rishabh/AE	
10	Auto/Manual selector switch 1POLE 2WAY with off, 6A	3	Selec/GIC/EAPL	
11	MCBs	A/R	L&K/Schneider/ Hitachi Energy /Siemens	
12	Auxiliary contactors	A/R	L&K/Schneider/ Hitachi Energy /Siemens	
13	Axial Cooling Fans	A/R	REXNOLD/REPUTED	
14	Push Buttons	A/R	L&K/Schneider/ Hitachi Energy /Siemens/Teknic	
15	Indication Lamps	A/R	L&K/Schneider/ Hitachi Energy /Siemens/Teknic	

Seal & Sign of Bidder.