

**BIHAR STATE POWER TRANSMISSION CO. LIMITED,
PATNA**

(A SUBSIDIARY COMPANY OF BSPHCL)



TENDER DOCUMENT

For

**SUPPLY, ERECTION, TESTING AND COMMISSIONING OF 02 NOS. OF 80
MVA POWER TRANSFORMER AND ITS ASSOCIATED WORKS BY
MANUFACTURERS IN DIFFERENT GSS OF BSPTCL**

[DOMESTIC COMPETITIVE BIDDING]

[TWO PART BIDDING]

DATE OF ISSUANCE OF NIT:- **25.09.2026**

NIT NUMBER: **42/PR/BSPTCL/2026**

FUNDING: **IFR / Plant & Machinery**

ADDITIONAL INSTRUCTIONS TO THE BIDDERS

(Over & above the existing instructions)

The tender notice and tender document/specifications/BOQ shall remain available at website www.eproc2.bihar.gov.in during the tender notice period and the same can be downloaded and used as tender document for submitting the tenders.

1. “Bid Processing Fee & Cost of Tender is mandatory to be paid through online mode i.e. Internet Payment Gateway (Credit/Debit Card), Net Banking, NEFT/RTGS”.
2. “Bid along with necessary online payments must be submitted through e-payment portal www.eproc2.bihar.gov.in before the date & time specified in the NIT. The department doesn't take responsibility for the delay/ Non submission of Tender/ NonReconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic/ Holidays or any other reason”.
3. Tenderers should watch the website for Corrigendum/ Addendum to the NIT/ Tender Documents. There will not be any separate correspondence about the same.
4. The tenderers, who will be found indulging in changing/ adding or deleting the contents of the downloaded tender document/ specifications/ BOQ, will be liable to face necessary action including banning, suspension from business dealing etc.

SECTION-I

Instructions To Bidders.

SECTION-I

GENERAL CONDITIONS FOR SUBMISSION OF TENDER FOR SUPPLY OF MATERIALS & INSTRUCTIONS TO BIDDERS.

PARTICULARS OF TENDER:

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|---|-------------|--|
| i) NIT No. | : | 42/PR/BSPTCL/2026 |
| ii) Scope | : | Supply, Erection, Testing and Commissioning of 02 Nos. of 80 MVA Power Transformer and its associated Works by Manufacturers in Different GSSs of BSPTCL as per specification & requirement detailed in Section-II & III of this specification. |
| iii) Start Date for online submission of tender | From | 15.10.2026 , 15:00 Hrs. |
| iv) Last date for online Submission of tender | : | Up to 05.11.2026 , 17:00 Hrs. |
| iv) Due date / time for opening of Tender (Part-I) only | : | 06.11.2026 , 16:00 Hrs.onwards |
| v) Earnest Money to be Submitted with tender. | : | ₹ 43,25,000.00
Only in online mode/in the form of BG if offline, in favor of Accounts Officer , Bihar State Power Transmission Company Ltd., Payable at Patna. |
| v) Estimated cost of Equipment | : | ₹ 21,61,62,017.00 |
| vi) Address for submission of Tender | : | Chief Engineer (Operation and Maintenance),
Bihar State Power Transmission Company Limited, 4 th Floor, Vidyut Bhawan, Jawahar Lal Nehru Marg, Patna (Bihar) PIN-800001
Mob. No.+917763817721
Email: operation.maint@bsptcl.bihar.gov.in
CIN No. U74110BR2012SGC018889 |

SUBMISSIONS OF TENDER:

- (i) Only **online** tenders are being invited, under e-procurement mode. Before submission of tenders, the tenderers are advised to carefully go through this tender document and make themselves fully acquainted with the stipulations made there in. In case, they find any discrepancy/omission in this tender document, they should at once intimate the tendering authority and obtain written clarifications before submission of the tenders. Verbal clarifications or information obtained by them will not be binding to the purchaser.
- (ii) The complete tender in all respect as per requirements of the specifications in soft copies with scanned copies all relevant documents and all its accompaniment shall be uploaded **Online** before the date and hour fixed for receiving the tender.
- (iii) Incomplete tenders or tenders with inadequate information may be rejected.

Not understanding anything mentioned anywhere, this tender is being invited through online tendering system and all documents are to be submitted in the form of soft copies.

Note: Confirmation of submission of online payment towards EMD, Bid cost and Bid Processing charges shall be intimated to email-operation.maint@bsptcl.bihar.gov.in or submitted in sealed envelope mentioning the NIT details to Chief Engineer (O&M), BSPTCL, Vidyut Bhawan, Patna positively up to 18:00 Hrs. of **05.11.2026 failing which the tender shall be summarily rejected.**

- (i) No alteration in the form of the tender will be permitted. All corrections/additions/alterations in the tender, must be attested by the Tenderer with his dated signature and official seal.
- (ii) All pages of the tender papers, drawings and other accompanying documents shall be signed over official seal of the tenderer at the lower right hand corner with ink only and also similarly signed where required by the Tenderer or any person holding power of Attorney authorizing him to sign on behalf of the Tenderer before submission of the Tender.
- (iii) Telegraphic Tenders will not be entertained.
- (iv) The tender shall contain the name, address of residence and place of business of person or persons submitting the tender. All signatures shall be dated with official seal.
- (v) Canvassing in any form is strictly prohibited and tenderer found to have reported to canvassing shall be liable to have his tender rejected summarily.
- (vi) If the tenderer furnishes wrong information in his tender to create circumstances for the acceptance of his tender, the purchaser reserves the right to reject such tender.
- (vii) Not more than one tender for a work shall be submitted by one tenderer or one Firm of contractors or one incorporated company.

- (viii) Tender documents, in which tender is submitted by a bidder, shall become the property of the purchaser and the purchaser shall have no obligation to return the same to the Tenderer.
- (ix) The purchaser shall not be liable for any expense incurred by the bidder in the preparation of tender whether his/her tender is accepted or not.
- (x) Along with the Techno-commercial part i.e. Part-I of the tender, the bidder shall furnish an affidavit confirming that the details and documents furnished along with the tender are true copies of the originals.
- (xi) The bidder shall fill up all formats provided in the tender specifications, duly signed by the authorized signatory and furnish a check list for same indicating the page no. of tender.

Bidders are requested to furnish only those documents which are specifically required and relevant as per the instant tender specification. The documents should be clear especially about the prequalification requirements.

e-Tendering Process Related Instructions - Submission of Proposals Through electronic mode only.

- i) The bidder shall submit his bid/tender on e-Procurement platform at www.eproc2.bihar.gov.in.
- ii) The bidder must have the Class II/III Digital Signature Certificate (DSC) with signing+ Encryption, and User-id of the e-Procurement website before participating in the e-Tendering process. The bidder may use their DSC if they already have. They can also take DSC from any of the authorized agencies. For user-id they have to get registered themselves one-procurement website www.eproc2.bihar.gov.in and submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
- iii) The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats give nine- Procurement website at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement web site. The bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/ authenticity. The bidders shall attach the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
- iv) All the required documents should be attached at the proper place as mentioned in the e-forms otherwise the tender of the bidder will be rejected.
- v) Tender Processing Fee (TPF) to be paid through e-Payment mode (i.e NEFT/ RTGS,

Credit/ Debit Card & Net Banking) only.

- vi) Cost of BOQ / Form Fee to be paid through e-Payment mode (i.e. NEFT / RTGS, Credit / Debit Card & Net Banking) only.
- vii) "Earnest Money Deposit (EMD) can be paid either through online mode or manual mode (BG, DD etc). In case of manual mode of payment of EMD, the original hard copy of the EMD which may be a DD/BG or any other instrument that should be submitted by 05.11.2026.

Note: "Bids along with necessary online payments must be submitted through e-Procurement portal www.eproc2.bihar.gov.in before the date and time specified in the NIT/RFP. The department/ Tendering Authority doesn't take any responsibility for the delay/ Non Submission of Tender/ Non Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic / Holidays or any other reason."

- viii) The tender opening will be done online only.
- ix) Any corrigendum or date extension notice will be given on the e-Procurement website only.
- x) For support related to e-tendering process, bidders may contact at following address "e-Procurement HELP DESK First Floor, M/22, Bank of India Building, Road No-25, Sri Krishna Nagar, Patna-800001, Ph.No: 18005726571, Mob-7542028164" or may visit the link "Vendor Info" at www.eproc2.bihar.gov.in

Tender shall be submitted in two parts i.e. PART I "Technical and commercial Parts" and PART-II "Price-Part"

ELIGIBILITY OF BIDDER

This Invitation for Bids is open to firms/ companies, Government Owned or Private registered and incorporated in India as per Company Act. Firms/ companies not registered and incorporated in India are not permitted to bid for Domestic Competitive Bidding, but they are eligible for ICBs.

Bidder who is blacklisted by any State Govt./ Central Govt./ Govt. Undertaking in India or debarred by BSPHCL and Subsidiary companies will not be eligible for participating in the Bid. In case of false declaration, the earnest money deposited by the bidder will be forfeited and appropriate action as decided by the BSPTCL shall be taken.

The bidders have to provide an affidavit that they have not been blacklisted/ debarred by the Employer or other subsidiary companies of BSPHCL or other State/ Centre Utilities or other government entities.

Bidder(s) not to have Conflict of Interest: A Bidder shall not have a conflict of interest. Any Bidder found to be having a conflict of interest shall be disqualified. The bidder shall be considered to have conflict of interest with one or more parties in this bidding process, if:

- a. They have a controlling partner in common,
- b. They receive or have received any direct or indirect subsidy from any of them; or
- c. They have the same legal representative for purpose of this bid; or
- d. They have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- e. A bidder submits more than one bid in the bidding process, either individually [including bid submitted as agent/authorized representative on behalf of one or more manufacturer(s) or through Licensee- Licensor route, wherever permitted as per the provision of Qualification requirement for Bidders] or as partner in a joint venture, except for alternative offers permitted under Invitation to Bid. This results in disqualification of all such bids.
- f. However, this does not limit the participation of a Bidder as a sub-contractor in another Bid, or of a firm as a sub-contractor in more than one bid; or
- g. A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the services/works that are subject of the bid, or
- h. The Bidder, directly or indirectly shall not be a dependent agency of the Employer.

This Bid is open to any Bidder who provides satisfactory evidence that:

- a. It is a qualified manufacturer and erector who supplies, erects and is capable of testing and commissioning work specified in the bid document and has adequate technical knowledge and practical experience for the same; however, this shall be subject to conditions mentioned under clause of eligibility criteria.
- b. It does not anticipate change in the ownership during project execution period (if such a change is anticipated, the scope and effect thereof shall be defined);
- c. It has adequate financial stability and status to meet the financial obligations related to scope of the project;
- d. It has adequate field services organization to provide the necessary field erection and management services required to successfully erect, test and commission equipments as per Specifications and Documents; and
- e. It has established quality assurance systems and Organization designed to achieve high levels of equipment reliability, during manufacturing and field installation, commissioning and operational phase.

The above stated requirements are a minimum and Employer reserves the right to request for any additional information and also reserves the right to reject the Proposal of any Bidder, if in the opinion of Employer, the qualification data is incomplete or the Bidder is found not qualified to satisfactorily perform the Contract.

Eligible Plant, Equipment, and Services: For the purposes of these Bidding Documents, the words “facilities,” “plant and equipment,” “installation services,” etc., shall be construed in accordance with the respective definitions given to them in the General Conditions of Contract.

All plant and equipment to be supplied and installed and services carried out under

the contract shall have their origin in our country only.

PART-ITechnical and Commercial Parts:

This part of the tenders shall contain the following details:-

- (i) Complete detail of infrastructures including testing facilities available with the manufacturers.
- (ii) Licensed capacity of production with documents.
- (iii) ISO certification, if applicable.
- (iv) Complete technical details including guaranteed technical particulars as per requirement of the specification.
- (v) True copies of test reports including latest Type Test reports, carried on the offered equipment as per relevant ISS/IEC/ other relevant Standards as amended up to date. The validity of type test should be as per latest guidelines of CEA **“Guidelines for the validity period of type tests conducted on major electrical equipment in power transmission system”** from the date of opening of techno-commercial part i.e. Part-I.
- (vi) Copies of drawings, if applicable.
- (vii) List of up-to-date supplies made/orders obtained from major Govt. utilities indicating details of purchase orders, date of commissioning and the performance certificates from the users.
- (viii) All commercial terms like terms of payment, penalty, performance guarantee, manufacturer guarantee etc. as stipulated here in after shall be quoted as per tender specification. Any deviations in commercial terms should be clearly entered separately. Reasons for not accepting BSPTCL's standard terms as per specification shall also be indicated. Only in exceptional case deviations can be considered. However, it will be entirely at the discretion of the company to accept such deviations or reject the same. Decision taken by the company will be final. Offers strictly as per specification shall be preferred.
- (ix) Descriptive literature in English.
- (x) Deviations from technical specification.
- (xi) Details of Earnest money deposited. If exemption claimed, the details of ground on which the exemption is claimed with certified copies of all supporting documents.
- (xii) Delivery schedule guaranteed under penalty clause.
- (xiii) Validity of the offer.
- (xiv) Whether the price quoted is FIRM or VARIABLE. **Price Variation shall be applicable.**
- (xv) Up-to-date income Tax/sales Tax (GST) Clearance certificates.
- (xvi) Insurance clause (Insurance certificate to be attached with the supplied items).
- (xvii) All schedules/questionnaire provided in TECHNICAL BID of this specification shall be duly filled in and submitted with part-I of the tenders.

Note: Tenderers/bidders are informed that evaluation of the tenders shall be done on the basis of the details and documents submitted/furnished online with

the tender only. Generally, no further correspondence shall be made and the offers/bids/tenders without required details, valid type test reports and other documents shall be outrightly rejected. However, the BSPTCL reserves the right to ask any clarification at any stage.

Each Bidder shall submit with its Techno - Commercial Part the following attachments:

- a. Attachment 1: Bid Security and Cost of Tender Documents: Bids should be submitted along with scanned copies of non-refundable Demand Draft towards cost of tender document and Bank Guarantee towards Bid Security deposit failing which the tender shall be summarily rejected. The Demand Draft and the Bank Guarantee should be in favour of Accounts Officer, BSPTCL, Patna (of the Employer)

The Bid Security in favour of the Accounts Officer, BSPTCL, Patna, (Employer) must be issued by (i) a Public Sector Bank or (ii) a Scheduled Commercial Bank; Demand Draft towards cost of tender and BG towards Bid security must be submitted to Chief Engineer [O&M], BSPTCL, 4th Floor, Vidyut Bhawan Patna without fail on or before 17:00 hours, to Online submission of Tender Documents failing which Bid shall be summarily rejected. In case Bidder has submitted EMD through Online mode, in that case information in form of documentary evidence of the same has to be furnished to CE [O&M], BSPTCL on or before 17:00 hrs on scheduled date and Time for Online submission of Tender.

Bidders shall submit the hard copy of the Bid Security and cost of Tender in original.

- b. Attachment 2: Power of Attorney: A power of attorney, duly notarized, indicating that the person(s) signing the bid has (ve) the authority to sign the bid and thus that the bid is binding upon the Bidder during full period of its validity. (Form attached)

Scanned copy of documents shall be uploaded.

- c. Attachment 3: Bidder's Eligibility and Qualifications: In the absence of prequalification, documentary evidence establishing that the Bidder is eligible to bid and is qualified to perform the contract.

The documentary evidence of the Bidder's eligibility to bid shall be established to the Employer's satisfaction that the Bidder, at the time of submission of its bid.

The documentary evidence of the Bidder's qualification to perform the contract, if its bid is accepted, shall need to be established to the Employer's satisfaction that the Bidder has the financial, technical, production, procurement, shipping, installation and other capabilities necessary to perform the contract, and, in particular, meets the experience and other criteria outlined in the Qualification Requirement for the Bidders and shall also

include the complete annual reports together with Audited statement of accounts of the company for last five years of its own (separate) immediately preceding the date of submission of bid.

Scanned copy of documents shall be uploaded.

- d. Attachment 4: Eligibility and Conformity of the Facilities- Documentary evidence established that the facilities offered by the Bidder are eligible and conform to the requirements of the Bidding Documents.

The documentary evidence of the conformity of the facilities to the Bidding Documents may be in the form of literature, drawings and data, and shall furnish:

- (i) A detailed description of the essential technical and performance characteristics of the facilities;
 - (i) A list giving full particulars, including available sources, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the facilities for a period of Fifteen (15) years following completion of facilities in accordance with provisions of contract; and
 - (i) A commentary on the Employer's Technical Specifications and adequate evidence demonstrating the substantial responsiveness of the facilities to those specifications. Bidders shall note that standards for workmanship, materials and equipment designated by the Employer in the Bidding Documents are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Technical Specifications.
 - (iv) All details regarding after sales services support offered.
 - (v) All details regarding proposed training for Employer's personnel.
 - (vi) Detailed answers to all the Questions in the Questionnaire, if prescribed in the Bidding Document.
 - (vi) Details establishing the responsiveness of the offer in accordance with Technical Specification.
- e. Attachment 5: Work Completion Schedule. Attach Bar Chart for Work Completion Schedule Scanned copy of documents shall be uploaded
- f. Attachment 6: Guarantee Declaration-To be submitted with Techno-commercial bid as well as Price Bid. Scanned copy of documents shall be uploaded
- g. Attachment 7: Information regarding ex-employees of Employer in Bidder's firm.
- h. Attachment 8: Integrity Pact: The Bidder shall complete enclosed Integrity Pact, which shall be applicable both for bidding and during contract execution. It shall be duly signed on each page by the person signing the bid and shall be returned by the Bidder to the Employer in two (2)

Originals along with the Techno-Commercial Part in a separate envelope, duly inscribed 'Integrity Pact'. The Bidder shall submit the Integrity Pact on a non-judicial stamp paper of Rs.1000/-

- a) If the Bidder is a partnership firm or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
- b) Bidder's failure to submit duly signed Integrity Pact in Original shall lead to outright rejection of the Bid.

i. Attachment 9: Additional Information:

- i. Certificate from their Banker(s) (as per prescribed formats indicating various fund based/non-fund based limits sanctioned to the Bidder and the extent of utilization as on date. Such certificates should have been issued not earlier than three months prior to the date of bid opening. Wherever necessary the Employer may make queries with the Bidders' Bankers. (Format enclosed)
- ii. Detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years. A consistent history of awards involving litigation against the Bidder or any partner of JV may result in rejection of Bid. (An Affidavit to be submitted in this regard)
- iii. Any other information which the Bidder intends to furnish.

j. Attachment 10: Declaration for confirmation of Losses in Transformers

The guaranteed losses of different types of transformers have been fixed by CEA and have been adopted in BSPTCL; bidders have to offer losses accordingly.

The bids offering Transformer with higher than the specified value will be outright rejected. No incentive shall be given in case the offered losses are lower than the specified value.

k. Attachment 11: Notarized affidavit will be submitted by the bidder along with the tender that;

- a. The bidder has not been blacklisted by any State Govt./Central Govt. / Govt. undertaking in India as on the final date of submission of bid/ proposal.
- b. Its agreement/work order has not been terminated on account of performance in past three years by any State Govt./Central Govt./Govt. undertaking in India as on the final date of submission of bid/Proposal.
- c. The bidder has not been blacklisted/ debarred by BSPHCL and its subsidiary companies as on the final date of submission of bid/proposal.

Bidder who is blacklisted by any State Govt./Central Govt./Govt. undertaking in India or debarred by BSPHCL and subsidiary companies of BSPHCL or other State/Centre Utilities or other government entities will not be eligible for participating in the bid. In case of false declaration, the earnest money deposited by the bidder will be forfeited and appropriate action as decided by the BSPTCL shall be taken.

The bidders have to provide an affidavit that they have not been blacklisted/debarred by the Employer or other subsidiary companies of BSPHCL or

Other State/Centre Utilities or other government entities as on original date of submission of bid.

- l. Attachment 12: Letter of Undertaking on affidavit in the format as enclosed.
- m. Attachment 13: Bid Form (P-XXI) in the format as enclosed
- n. Attachment 14: Notarized affidavit will be submitted by the firm that all the information related to technical, commercial, financial and other matter mentioned in the bid and relevant paper/document submitted in this regard are true and correct. In case of false documents/ declaration by the firm, earnest money deposited by the bidder will be forfeited and bid may be rejected / LOI/LOA (Purchase Order & Work Order) may be cancelled
- o. Attachment 15: The required documents and statements with details about the value addition for the purpose of meeting the Minimum Local Content, Affidavits of self-certification regarding Minimum Local Content in line with PPP-MII Orders to be submitted by the bidders along with their bids on a Non-Judicial Stamp Paper of Rs1000/-.

Also, Certificate from statutory Auditor or Cost Auditor or Cost Accountant or Chartered Accountant giving the percentage of Local Content as per clause 1.08.1, in line with PPP-MII orders to be submitted by the bidders along with their bids on the letter head of issuer. (Format enclosed)

CLARIFICATION DURING BIDEVALUATIONS

During bid evaluation process, the Employer may, at its discretion, ask the Bidder (s) for clarification on the bids submitted, in case of erroneous/non submission of documents. The Employer may give Bidders not more than 7 working days written notice to rectify mistakes/ furnish more documents as required. If the bidders fail to comply with the above the bid shall be liable for rejection. As part of clarification no change in the price or substance of the bid shall be sought, offered or permitted.

PART-II- PRICE PART:

- i) This part of the tender will contain only the price of the offered materials filled up strictly in the same format as in the "PRICE SCHEDULE" enclosed with PRICE BID of this specification.
- ii) The price part shall indicate both Ex-work price as well as F.O.R. destination Railway station price of various items for dispatch to any Railway Station in Bihar. The F.O.R destination price shall be inclusive of freight by train up to any Railway Station in Bihar. However, the materials can be dispatched by road transport also. In case F.O.R. destination Railway. Station prices are not quoted, the F.O.R. dispatch prices shall be loaded suitably, the actual percentage loading taken being at the discretion of the company. The freight charges shall include applicable GST.
- iii) The date of opening of price part will be intimated individually to the bidders. GST will be payable (which shall be included in quoted rates) as per the existing

Provisions of B.S.P.T.C.L & as applicable subject to submission of relevant papers and documentary evidence of the payment of duties and taxes and on actual basis.

- iv) GST payable by the tenderers/bidders /contractors in respect of the transactions between the tenderers/bidders/ contractors and their sub-suppliers/vendors for procurement of any equipment, parts/ components, sub-assemblies, raw material etc. shall be included in the bid prices and no claim on this account shall be entertained by the BSPTCL.
- v) GST against the transaction between the BSPTCL and the bidder/tenderer/contractor under the contract, if any shall not be included in the tender price but they should be indicated separately, wherever applicable, in the price schedule.
- vi) Wherever applicable, the MODVAT benefit should be extended to the BSPTCL.
- vii) The tenderer shall be responsible for payment of GST, Income Tax, Surcharge on Income tax, etc. to the concerned authorities.
- viii) The tenderer shall furnish details in their price part about amount of freight and insurance charges etc. under separate head.
- ix) Statutory deductions such as Income tax and other taxes in accordance with the provisions of Income tax Act/other taxation laws as applicable from time to time shall be made from the contractors' bill by the BSPTCL.
- x) The tenderer/bidder shall include the GST, on work contract as applicable in their quoted price and the BSPTCL would not bear any liability on this account. The BSPTCL shall however, deduct such taxes at sources as per the rules and issue TDS certificate to the contractor as and where applicable.
- xi) As such, documents regarding payment of duties and taxes for the transactions between the BSPTCL and tenderer/contractor for the items manufactured by the contractors/tender itself shall be required to be furnished by them. However, these documents will not be required for bought out items. The tenderers must indicate the name, residence and place of business, person or person submitting the tenders. All papers of tenders shall be signed by ink at the lowest right hand side by the tenderers or any person holding power of attorney authorizing him to sign on behalf of the tenderers and shall bear seal of tendering company. There shall be no over writing in the tender. Any mistake should be properly cut, rewritten and initialed by the tenderer before submission of the tender.

The bidders shall furnish along with their tender, an affidavit on Stamp paper to the effect that type tests and/or routine tests have actually been carried out at CPRI/National Test House/ NABL accredited labs as per the guidelines of CEA and

test reports, performance reports etc. enclosed with the tenders are true copies of the originals and all information & details are correct.

If the tenderer deliberately gives wrong information in his tender to create a circumstance in favour of acceptance of his tender, the purchaser reserves the right to reject such tender at any stage.

Any approach from the tenderer or his representative trying to influence the decision of the tender officially or otherwise shall render his tender liable to be rejected.

Tender documents are not transferable. Also, not more than one tender shall be submitted by one firm. No tender shall be acceptable unless the tenderer buy a copy of tender by due date.

Tender documents submitted by the tenderers will become the property of the purchaser and purchaser will have no obligation to return the same to the tenderer. Purchaser shall not be responsible for any expenses or losses incurred by tenderers in preparation of their tenders whether the tender is accepted or not.

BSPTCL shall not be responsible for non-receipt of the tender specifications by the tenderer.

The tenders cannot be submitted after expiry of due date/time prescribed.

CORRESPONDENCES:

1.03.01 All correspondences regarding this tender shall be made with Chief Engineer (O&M), 4th Floor, Vidyut Bhawan-I, J.L.Nehru Marg, Patna-800021.

No correspondence shall be entered with the tenderers after opening of the price part of the tender nor any letter which imply any change in the equipment or in the price thereof shall be entertained after opening of the price part of the tender.

Any query which are raised from this office regarding this tender should be promptly replied within a maximum period of 7 (Seven) days from the date of dispatch of such letters failing which tenders will be finalized on the basis of details/information submitted along with the tenders only. It will, therefore, be in the interest of the tenderers that details/terms/particulars as per specification are furnished along with the tender itself and strictly adhere to the time schedule in sending replies.

DEFINITION OF TERMS:

1.04.1 In constructing these General Conditions and the annexed Specifications the following words shall have the meanings herein assigned to them unless there is something in the subject inconsistent with such constructs.

The “BSPTCL”/ “Purchaser” shall mean the Bihar state Power Transmission company Ltd whose Registered Office is situated at Vidyut Bhawan, J.L.Nehru

Marg, Patna-800021, Bihar, India and shall include its successor in office and permitted assigns.

The “Contractor”/ “tenderer” shall mean person, or a company firm or an incorporated company whose tender has been accepted by the Purchaser and shall include his/its heirs, executors, administrators, representatives and assigns.

The “Engineer” shall mean an officer of the Purchaser as maybe only appointed and authorized in writing by the Purchaser to act as the Engineer on its behalf for the purpose of the Contract.

The ‘Inspector’ shall mean any firm or person or a company who may be duly appointed and authorized in writing by the Purchaser to inspect plant, equipment and works included in the Contract.

“Plant”, “Equipment”, “Work” or “Works” shall mean and include tools, plant, machines, stores and materials of all kinds to be provided and work to be done and services to be rendered by the Contractor.

The “contract” shall mean and include the various terms and conditions contained in the tender specifications, the tenderer’s offer against such specifications and the results arrived at during subsequent deliberations as mutually agreed upon and embodied in the LOI/Order/Agreement and also all amendments/additions thereof.

The word ‘Site’ shall mean the site of proposed work as detailed in the specification or any other place where the work is to be executed under the contract.

“Tests on completion” shall mean such tests as are prescribed in the Specification, BSPTCL standards, I.E. rules, I.S.S. etc. and/or tests mutually agreed upon by the Purchaser and the supplier. Performance guarantees of the plant and equipment shall mean the guarantees given by the supplier before taking over of the plant and equipment by the Purchaser. “Acceptance Tests” shall mean such Test as are required to prove the performance of the plant given by the supplier before taking over of the Plant by the Purchaser.

“Commissioning” shall mean the first successful operation of the equipments as per specifications after all initial adjustments, trials, cleaning as reasonable required at site, if any, have been completed.

“Commercial use” shall mean that standard or service efficiency and performance, the equipments are required to attain as contemplated in the specification/contract.

“Guarantee period” shall mean the period of guarantee as explained under clause “Guarantee” of these General conditions.

“Month” shall mean calendar month.

“Letter of Intent” shall mean the Purchaser’s letter conveying his acceptance of the Tender subject to such reservations as may be stated therein.

“Erection Supervision” means the Supervision services rendered or exercised by the tenderer during the erection of the Plant and equipment as explained under clause “Erection Supervision services” of these General Conditions.

“Writing” shall include any manuscript, typewritten or printed statement under dated signature with seal as the case may be.

“Approved” shall mean as approved by the Purchaser.

“F.O.R. Destination Price” shall mean delivery free of expenses to the Purchaser, exclusive of insurance charge, at the works site stores including unloading and proper stacking.

“Tonne” shall mean 1000 kilogram weight “Gallons” shall mean imperial gallons, unless mentioned specifically.

Terms and conditions not herein defined shall have the same meaning as are assigned to them in the Indian Sale of Goods Act (Act III of 1930) failing that in the Indian Contract Act (Act IX of 1872) and failing that in the General Clause Act, 1897.

RIGHT TO AMEND SPECIFICATION:

The purchaser reserves the right at any time by written order, to revise or amend the tender specification, drawings, and other conditions up to the date notified for receiving tenders without assigning any reason thereof. The purchaser will send copies of such amendments or addendum to all purchasers of this tender specification.

ELIGIBILITY:

FOR MANUFACTURERS

The bidder should themselves be established manufacturer of the transformer offered, having adequate experience for design, manufacture, testing & supply of same or higher rating. They should have supplied similar transformer in Central / State Power Utility / Major Qualified Transmission Companies (Transmission Licensee(s)). At least 25% of tender quantity (minimum 1 no. for instant tender) should be in successful operation for at least two years as on date of opening of techno-commercial bid. The bidder should furnish all the information / documents regarding experience for manufacture & supply of offered item and their satisfactory performance issued from Government utility as detailed in note below.

The bidder shall be an engineering organization capable of undertaking design, manufacture, testing, supply and commissioning of the quoted materials / equipment. The tender should accompany a list of all the facilities available with them for inspection & testing of the transformer and clearly confirm that these will be available to the purchaser or his representative for inspection.

The tender of only those firms shall be considered who have got the offered items type tested as per

relevant ISS / IEC at CPRI or third party NABL accredited laboratory of same repute as per latest revision of the specification. The Type/special tests should comply the latest guidelines of CEA like validity period etc. as on date of tender submission.

The bidder must have manufactured and supplied at least two (2) power transformers of 80 MVA 132/33 KV or higher capacity (irrespective of voltage class) every year during last five years from opening of techno-commercial bid. The bidder must submit documentary evidence in support of this in form of excise gate pass or other relevant paper duly authenticated. *(Applicable when tender quantity is 6 transformers or less)*

OR

In addition to above, at least 50% of tendered quantity or 100% MVA capacity (tendered quantity x 80 MVA) must have been manufactured and supplied in any continuous period of twelve months during last five years. The bidder must submit documentary evidence in support of this in form of excise gate pass or other relevant paper duly authenticated.

(Applicable when tender quantity is more than 6 transformers)

The transformer, the design of which is similar to the offered transformer, should have been successfully tested for short circuit withstand capability as per IS 2026 Part-5 within last 5 years. The criteria for similar transformer are specified in **Annexure-J of CEA guidelines** (File No. CEA-PS-14-169/2/2019-PSETD Division) of transformer. The relevant Test Report/certificate shall be enclosed along with bid. Further, design review of offered transformer shall be carried out based on the design of reference transformer, which has already been subjected to short circuit tests in lieu of repetition of short circuit tests.

A format (forms part of Annexure-J) filled with data of a typical sample case has been prepared for reference and guidance of utility to compare a Short Circuit tested transformer with the offered transformer in order to verify the similarity criteria as per Annexure J.

The above experience should be for the works executed during the last seven (07) years and these Transformers must be in satisfactory operation# for at least two (02) year as on the originally scheduled date of bid opening (##).

Note:

- (#) Satisfactory operation means certificate issued by the Employer i.e. Central / State Power Utility certifying the operation without any adverse remark.

Certificate issued by Joint Venture Company of Central / State Power Utility / Major Qualified Transmission Companies (Transmission Licensee(s)) will also be considered, provided it is supported by Purchase Order & Work Order Copies and satisfactory completion & operation certificate without any adverse remark. Further, the Employer reserves the rights to independently verify such certificates submitted by the bidder from the issuing authority.

- (##) The date of issue of performance certificate should be on or before the date of opening of Part I i.e. Techno-commercial part of the tender/ bids. The performance certificate issued after opening of the Part I i.e. Techno-commercial part of the tender/bids shall not be considered.

FOR EPC CONTRACTORS

Bidder should have completed construction {construction including supply of materials (with or without supply of Power Transformer), civil works of tower/equipment foundations and erection, testing and commissioning of all equipments including Power Transformer} on turnkey basis:

- (a) At least one (01) no. new substation of 132 KV or Higher Voltage Level in case of 132/33 KV Substation with Transformers of minimum of 20 MVA or above rating having minimum four (4) AIS (Air Insulated Substation) Circuit Breaker equipped bays of 132 KV or Higher Voltage Level with similar scope of works.

OR

Addition/ Replacement /Capacity Augmentation of at least two (02) nos. of Transformers of minimum of 20 MVA or above rating (as applicable i.e. with bays for the tenders invited for augmentation work with bays or without bays for the tenders invited for augmentation work without bays) in case of Addition/ Replacement /Capacity Augmentation of 132/33 KV Substation.

The above experience should be for the works executed during the last seven (07) years and these GSS must be in satisfactory operation# for at least one (01) year as on the originally scheduled date of bid opening.....(date to be mentioned) (##).

FINANCIAL RESOURCE AND EXPERIENCE:

- Net Worth for last 3 financial years should be positive.
- Minimum Average Annual Turnover *(MAAT) for best three years (i.e. 36 months) out of last five financial years of the bidder should be minimum 50% of estimated value of the particular tender for which bid is submitted.
- Bidder shall have liquid assets (L.A.) or/and evidence of access to or availability of credit facilities of not less than 10% of estimated value of the particular tender for which bid is submitted.
- In support of its 'Financial Position', in line with the above, the Bidder must provide the relevant information, along with documentary evidence, in the following format duly certified by CA.

<u>Format B:</u>	
Name of the Bidder	
A. Turnover/Net worth details:	

Sl. No.	Financial year	Annual Turnover (in Rs.Crs.)	Net worth (in Rs.Crs.)
01			
02			
03			
04			
05			
Average annual turnover for best three Years is:			
B.Liquid Assets details:			

Details of evidence of having Liquid assets (LA) OR, Details of evidence of access to or availability of credit facilities	
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e. BIDCAPACITY

Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is equal to or more than the total bid value. The available bid capacity will be calculated as under:

Accessed available bid capacity is equal to: $(A * M * N) - B$ where,

A = Maximum annual turnover in any one year during last 5 years (Updated to the price level of last year @ 8% a year. i.e. Indexed at present value of last year taking 8% as indexing rate) taking into account the completed as well as works in progress.

N = No. of years prescribed for completion of works for which bids are invited.

Considering the project completion period of 24 months,

N = 2 (i.e. for 18 months, N = 1.5)

M = 3

B = Value, at the current Price level of existing commitments and ongoing works (Electrical and other) to be completed during the period of completion of work for which bids are invited (to be submitted by the bidder)

Note: Declaration to be submitted by the bidder indicating the value of Existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed in the declaration.

***Note:-**

- ❖ *Annual total income as incorporated in the profit & loss account except non-recurring income e.g. sale of fixed assets.*
- ❖ *The tenderer should furnish copy of latest GST Registration certificate EPF code number & Copy of PAN Number.*
- ❖ *As per IND/AS guidelines, Net worth means the sum total of the Equity Share Capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year & Miscellaneous expenditures to the extent not written off and carry forward losses) and intangible assets. Further, promoter should not use debt to infuse equity share capital in the bidding entity.*
- ❖ *The tenderers shall submit along with their tenders a statement of facts as to their previous experience in executing similar orders of comparable work/ supply as well as*

their business and technical organization and financial resources available and to be used in executing the contract.

- ❖ *Bidder shall submit audited financial reports for at least five years preceding the date of bid submission. In case of bid by authorized representative in addition to himself, the above shall apply to his manufacturers also.*

DOCUMENTS IN ADHERENCE TO MoP:

The Orders (PPP-MII Orders) issued by Govt. of India regarding Public Procurement (Preference to Make in India) circulated vide DIPP Notification No.- P- 45021/2/2017-B.E-II dated 15.06.2017, its revision vide DIPP Notification No.- P- 45021/2/2017-PP(B.E-II) dated 28.05.2018, Order no. P-45021/12/2017-B.E.-II dated 29.05.2019, the revised 'Public procurement (Preference to Make in India), Order 2017' dated 04.06.2020 and Public Procurement (Preference to Make in India) to provide Purchase Preference (linked with local content) in respect of Transmission Power Sector circulated vide MoP Notification No.- 11/05/2018- Coord dated 20/12/2018 & dated 28/07/2020 and the Order issued to protect the security, integrity and reliability of the strategically important and critical power supply system and network in the country circulated vide MoP, GoI notification no.- 25-11/6/2018- PG dated 02.07.2020 and any subsequent amendments/modifications shall be essentially complied by the bidders.

The local content percentage prescribed by the MoP, GoI vide Notification No.- 11/05/2018-Coord dated 20/12/2018 and subsequent modification/amendment dated 28/07/2020 shall be applicable as on the date of issue of the Tender Notifications.

The required documents and statements with details about the value addition for the purpose of meeting the Minimum Local Content, Affidavits of self-certification regarding Minimum Local Content inline with PPP-MII Orders to be submitted by the bidders along with their bids on a Non-Judicial Stamp Paper of Rs1000/-.

Also, Certificate from statutory Auditor or Cost Auditor or Cost Accountant or Chartered Accountant giving the percentage of Local Content as per clause 1.08.1, in line with PPP-MII orders to be submitted by the bidders along with their bids on the letter head of issuer.

The confirmation and detail about statement regarding local content, communicable equipment, components, parts, services etc, imported, country of import, communicable or non-communicable etc. shall furnish by the manufacturer / equipment supplier as well as bidder/ contractors/ EPC agency on the Non- Judicial stamp paper of Rs 1000/-.

The MoP Orders no. 25-11/6/2018-PG, dated 02.07.2020, order no.-11/05/2018-Coord, dated-28.07.2020 and no.-A-1/2021-FSC-Part (5), dated-16.11.2021 shall also apply to any item imported for end use or to be used as a component, or as a part in manufacturing, assembling of any equipment or to be used in power supply system or any activity directly or indirectly related to power supply system.

All the guidelines and orders issued by MoP, DPIIT, CEA and MoF with reference to the imported items for the equipments/ components/ parts/ services from time to time will be applicable on BSPTCL and as such it will also be fitted as part of this NIT which will be acceptable to the bidders.

Accordingly, all equipments/ components/ parts/ services complying the instructions in respect of communicable parts/non-communicable parts/testings and their protocols/safe to connect and cyber security from the designated testing centers/labs as per protocols decided by MoP, CEA and BSPTCL and all other relevant orders issued from time to time by MoP, MoF, DPIIT and CEA, shall only be offered for vendor approval/ adoption by BSPTCL.

Moreover, an affidavit on the stamp paper of Rs. 1000/- by the EPC contractor/ Bidders (as per the relevant annexed format in Section-IV of this specification) and Manufacturer, regarding compliances of all the directives issued by MoP, DPIIT, CEA, and MoF as well as successful testing of the equipment/components/parts in terms of specified qualities and its type test/ checks as per Tender Documents/ Tender Specifications shall be furnished with the proposal of the bidding or/and vendor approval/ adoption, otherwise the Bids shall be liable to be outrightly rejected.

No proposals for vendor approvals/ adoptions or/and supply of equipments shall be entertained in case of non-compliance of the above-mentioned orders/ guidelines/ clarifications.

Note:- 1) Bidders not complying with terms of clause 1.08 shall be liable to be outrightly rejected.

2) Any details of the above statement is found incorrect/wrong/false after the supply, the penalty action shall be taken by BSPTCL as deemed fit as well as other authority as per the order.

EVALUATION OF TENDER:-

The tenders shall be examined and evaluated on the basis of documents and information submitted by the tenders along with their tenders.

However, the purchaser may enquire from the tenderers in writing for any clarification in respect of commercial and/or technical terms quoted by the tenderer. The response of the tenderers will be also in writing. However, no change in the prices or offered equipment material will be permitted.

The purchaser will evaluate and compare the bids/tender which has been determined to be substantially responsive. A substantially responsive tender/bid shall be considered the one which conforms to all the terms and conditions of the purchaser's tender specification without material/equipment deviation. If a bid is determined not substantially responsive, its price part may not be opened. The decision of the purchaser in this regard will be final.

On opening of the price-bids, the computational/arithmetical errors, if any, will be rectified on the following basis.

- i) Where there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price & quantity, the unit price will prevail, and the total price will be corrected accordingly.
- ii) Where there is a discrepancy between words and figures, the amount written in words will prevail.
- iii) The prices of all such item(s) against which the Bidder has not quoted rates/amount (viz., items left blank or against which '-' is indicated) in the Price Schedules will be deemed to have been included in other item(s).

Items against which no price is filled/entered/quoted by the Bidder in the price schedule which is covered under the scope of work is deemed to be covered in the prices quoted for other items by the bidder and shall be supplied and executed by the bidder without any extra cost to BSPTCL. No claim as such shall be entertained by BSPTCL.

- iv) Failure on the part of the bidder/tenderer to agree to the above corrections will result in rejection of this tender and forfeiture of their E.M.D.

While evaluation of a tender /bid, the purchaser shall take into consideration one or more of the following factors:-

- i) Delivery schedule offered
- ii) Deviations in payment terms and the technical deviations.
- iii) Available facilities with the tenderers such as equipped shop, plants, tools, tackles, testing facilities and financial standing and technical organization of the firm.
- iv) Availability of spare-parts and after sales services for the equipment offered against the tender.

The purchaser evaluation of a bid will take into account the Net-Landed cost of the material/equipment at destination store and charges GST. For the purpose of evaluation, net landed cost will be arrived at by adding all elements of the basic prices, allowable discount, (if any original offer) only. Freight charges and any other charges/ as quoted by the firm and GST on supply portion.

In addition, any variation in taxes and duties or new levies introduced subsequent to opening of the tender and before award, will be considered for comparison purposes.

It is the responsibility of the tenderer to quote GST correctly without leaving any column unfilled of "Price-Schedule"

- i) If no taxes/duty is livable, the same may be entered as "NIL".
- ii) Where there is an exemption of Taxes/GST, the documentary evidence to that effect must be enclosed by the tender.

If any column in the "Price-schedule" is left blank or filled vaguely like "as applicable", the same will be loaded with the maximum of the other eligible tenders.

The earnest money and the cost towards the tender should be furnished separately against the tender otherwise the tender shall be rejected. The tender shall be evaluated on the basis of price quoted for the tender.

VALIDITY:

The tenders should be kept valid for acceptance for a period of one hundred Eighty (180) calendar days from the dates specified for opening date of part-I of tender.

Tenderers giving validity of less than 180 (one hundred Eighty) calendar days may be rejected.

EARNEST MONEY:

Tender must be accompanied with an Earnest Money 1 % (one percent) of the estimated value failing which the tender will be out right rejected.

The earnest money should be deposited either in the form of Bank draft issued by any of the Nationalized Bank / Schedule bank as detailed in the specification only in favor of Account Officer, BSPTCL” payable at Patna should be enclosed with the commercial part of the tender. The Earnest Money may also be deposited in the form of Bank Guarantee issued in favour of Accounts Officer, BSPTCL, Patna who shall counter check the same.

Bank drafts / Bank Guarantee towards Earnest Money, Performance Guarantee, Payment Guarantee etc. issued by Nationalised bank or issued by the Scheduled Banks as contained in the second schedule of Reserve Bank of India act, 1934 namely ICICI Bank, Axis Bank, HDFC Bank, IDBI Bank etc. shall be acceptable.

Cheque/Fixed deposit receipts are not acceptable towards deposit of earnest money. Tenders accompanied with above on account of Earnest Money will be considered as without Earnest Money.

No Earnest money will be accepted after opening of tender.

The Earnest money deposit will be refunded to each of the un-successful tenderer on application. In case of the successful tenderer or tenderers it will be retained and no interest on Earnest Money will be payable.

In the event, the successful tenderer fails to sign the contract Agreement with BSPTCL within 30 days after receiving notice of award of contract and fails to submit a contract guarantee as specified in this document, Earnest Money deposited will be forfeited to compensate damage to Bihar State Power Transmission Co. Ltd. The Earnest Money of the successful Tenderer shall be returned after they will furnish the contract guarantee.

The Earnest Money shall be furnished in a separate Online cover and shall accompany with the commercial part of the tender bid.

Any bid/tender not accompanied by Earnest Money will be rejected as non-responsive.

This Earnest Money is required to protect the BSPTCL/Owner against the risk of the bidder's conduct which would warrant the Earnest Money forfeiture under the conditions detailed in the specification.

The Earnest Money shall be valid for a period of 180 days from the date of opening of the Part-I i.e. Techno-commercial part of the tender.

Bidders under following category will be exempted from depositing Earnest Money and security deposit subject to the conditions laid down below:-

- i) State Government/Government of India undertaking.
- ii) Small scale Industries units of Bihar registered with the department of Industries, Govt. of Bihar or with DGS&D or National small industries Corporation for manufacture of the items for which tender is submitted. The tender in such cases must be supported with a certified copy of up-to date/valid registration Certificate failing which the tender will be liable for outright rejection.
- iii) Firms registered with National small industries Corporation under single point registration scheme subject to monetary limit specified in the enlistment certificate provided that the registration certificate is valid on the date of tender and during the period of delivery.

SECURITY DEPOSIT:

Successful tenderer will have to furnish security deposit in Bank Draft/ in the form of a Bank Guarantee of value equal to 5% (five percent) value of the contract value valid up to guarantee period as per order. This Bank guarantee will have to be submitted in the prescribed form of the purchaser as enclosed with specification Appendix-II (Section –IV) and prepared on a paper with non-judicial stamp of Rs. 1000.00 only (Stamp cost will be borne by the supplier), immediately after placement of LOI and before execution of agreement. The guarantee will cover supplier responsibility for faithful execution of the contract in accordance with all conditions and terms specified thereon. The guarantee shall be issued from a Nationalized Bank of India or issued by the Scheduled Banks as contained in the second schedule of Reserve Bank of India act, 1934 namely ICICI Bank, Axis Bank, HDFC Bank, IDBI Bank etc. and made payable to the order of A.O., BSPTCL, Patna, payable at Patna. If the contractor fails to submit the security deposit within the specified period, such failure will constitute a breach of the contract and the purchaser shall be entitled to make other arrangements at the risk and expense of the contractor. The security deposit will be returnable to the supplier/ contractor after completion of supply, issuance of S.R.V. and expiry of guarantee period.

INCOME TAX/SALES TAX (GST) CLEARANCE CERTIFICATES:

Tenderers will furnish along with their tender up-to-date income tax and sales tax clearance certificates as well as Bihar and Central Sales Tax registration numbers.

Tenderers will furnish along with their tender documents GST Registration certificate, as applicable.

PACKING:

The equipment shall be packed suitably for transport to various destinations Railway Station in Bihar/BSPTCL's Stores by Road/Railway. The contractor shall be responsible for all damage due to improper or inadequate packing. Price quoted shall invariably be inclusive of packing and forwarding charges. Alternatively, freight charges for road transport may also be indicated separately.

INSURANCE:

Materials to be supplied against the tender shall be insured with the company under writers under its open Marine policy in all cases. No other insurance term will be acceptable to the company. As such insurance premium should not be included in the quoted price.

The prescribed insurance Performa will be supplied to the supplier who will duly fill it and send them to the Chief Manager (Movement), BSPTCL, Patna along with copy of invoice and the R.R./T.R. L.R. for taking out a policy with copies to the consignees and the paying officer concerned at the time of dispatch of each consignment.

In case of loss/damage during transit, the consignee concerned will take prompt action to lodge claim with the Railway /Transport authority and insurance company with an intimation to the supplier and will send a copy of this reports along with other documents to Chief Manager (Movement,) BSPTCL., Patna for further needful.

In case the materials are received short from the intact packing, the supplier will have to replenish the shortage free of cost or the recovery of the cost for shortage will be deducted from the suppliers bills. Similarly, the supplier will be wholly responsible for the losses due to defective or improper packing or if the packing has been done in a manner not acceptable to the Railway/Transport or not as per Specification/ISS or other lapses and supplier shall take prompt action to replenish all the damaged material immediately free of cost. In case of failure to do so on their part, the amount of loss/damage will be recovered from their pending bills or claims shall be lodged with their Bankers against the Bank Guarantee without any prejudice to any action which the Company may be advised to take in the matter. The amount recovered on the above account will be released only after getting satisfactory reports about completion of supply in all respect from the consignee.

AWARD OF CONTRACT:

The acceptance of a tender and awards of contract to one or more than one tenderer, if considered necessary, rests with the purchaser. It shall not be obligatory on the part of the purchaser to accept the lowest or otherwise, in whole or in part and to reject any or all the tenders received, without assigning any reason, and no explanation can be demanded of him by any tenderer in respect thereto.

TIME PERIOD:

The materials under this tender will have to be supplied, erected and commissioned as per complete scope of work within **09 (Nine) calendar months** from the date of issue of N.O.A as detailed below:

No.ofMonths	MinimumNo.ofUnits
5 months	01 Unit
4 months	01 Unit

PENALTY

In the event of the supplier's failure, to supply the material within the specified delivery period, the supplier shall have to pay-penalty @ ½% (Half percent) of Ex works value of material delayed for each week or part thereof, subject to maximum ceiling of 10% (ten percent) of Ex-work value of part of supplied material delayed.

TERMS OF PAYMENT:

75% payment of Ex. works price inclusive of full taxes and duties shall be made by the A.O. BSPTCL, Patna Payable at Patna on submission of bills along with 5% Bank Guarantee (**Payment Bank Guarantee**) of ordered Value issued from a Nationalized Bank of India and on receipt of S.R.V. from the consignee. The Bank Guarantee shall be valid for the period covering one month prior to the scheduled date of dispatch of the first consignment and up to six months beyond the schedule date of delivery of last consignment. No Bank commission or interest shall be paid by the Company.

The balance 25% of the Ex. works price shall be released within three months after issue of S.R.V.

Supplier shall give intimation in advance to consignee for watching the receipt consignment. Also, a copy of complete set of the following dispatch documents should be sent to the Sr. Manager, Finance and Accounts, BSPTCL, Patna and to this office for necessary action, immediately after dispatch of each consignment is made.

- Certification of receipt of material at site by the Engineer of the Owner.
- Contractor's detailed invoice & packing list identifying contents of each shipment.
- GST Registration Certificate
- Insurance policy/certificate
- Manufacturer's/Contractor's guarantee certificate of Quality.
- Approved Test certificate.
- Material Inspection Clearance Certificate (MICC) for dispatch issued by the Employer's representative and the Contractor's factory inspection report.

The payment on account of erection / commissioning of the equipment shall be made against the completion certificate granted by the concerned Assistant Executive Engineer duly counter signed by the Electrical Executive Engineer & Electrical Superintending Engineer.

The tenders are required to quote **VARIABLE Price** for main transformer with oil and **FIRM Price** for spares, accessories, test charges, unloading and handling, erection, testing and commissioning etc. If by reason of any increase or decrease in the cost of raw materials and labour above or below such cost ruling on the base date of the quoted/ confirmed price, the prices to be paid to the supplier for performing his obligations under contract will increase or decrease. The amount of such increase or decrease in the prices shall be calculated as per IEEMA price variation formulae as provided in this specification (ANNEXURE-II) with a price variation ceiling of +20% (twenty percent) on upward side and no ceiling on downward side. The variable price shall be quoted considering date of opening of Part-I of bids i.e. Techno-commercial part of the bids as the base date.

No other price variation formulae shall be acceptable to the purchaser.

All invoices to be submitted for availing payment shall constitute corresponding price variation invoice. The price variation component shall be verified by the office of ordering authority. The main and price variation component shall be processed simultaneously for admitting payment.

PERFORMANCE GUARANTEE:

To ensure successful and satisfactory performance of the material/equipment supplied under the contract, the supplier shall, after completion of supply, furnish a performance guarantee of value equal to 5% value of the ordered value in similar manner as the security deposit Bank Guarantee in the form of a Bank guarantee issued from a Nationalised Bank of India or issued by the Scheduled Banks as contained in the second schedule of Reserve Bank of India act, 1934 namely ICICI Bank, Axis Bank, HDFC Bank, IDBI Bank etc. and made payable to A.O. BSPTCL, Patna, and its terms and conditions shall be provided in Bank Guarantee form enclosed with the specifications.

The performance Bank Guarantee shall be furnished immediately after the supply is fully completed, on a non-judicial stamp paper of Rs. 1000/- (One Thousand) only.

The delay in submission of performance guarantee shall entail in delay in return of 5% (five percent) Bank Guarantee submitted against payment clause.

The performance guarantee shall cover following guarantee to the BSPTCL: -
The suppliers shall warrant successful and satisfactory operation of the equipment supplied against the contract under the conditions and for the services specified. He shall further warrant the equipment as represented and specified against any and all defects in design, material, workmanship and quality and shall upon written notice

by the BSPTCL, fully remedy, free of all expenses to the Company, such defects as developed under the normal use to the said equipment **within 48 (Forty-Eight) months from date of commissioning of last equipment but not exceeding 60 (Sixty) months from the date of receipt of last complete consignment of complete equipment/material at site/store.**

- 1.21.05 On due performance and execution of the order in all respects and on presentation of “No –Demand Certificates,” the Bank Guarantee will return to the supplier without any interest.

MANUFACTURERS GUARANTEE:

All materials / equipments to be supplied shall be guaranteed against faulty design, calibration, defective materials, bad workmanship and unsatisfactory service for the period of 48 (Forty-Eight) months from date of commissioning of last equipment but not exceeding 60 (Sixty) months from the date of receipt of last complete consignment of complete equipment/material at site/store. If during the guarantee period the equipment go in-operative or found defective or sub – standard the same has to be replaced, or repaired free of cost by the contractor within **30 (thirty) days** of intimation. **If the defective materials are not replaced as per the above guarantee clause, the BSPTCL shall recover an equivalent amount plus 15% supervision charges from (any of the bills of) the contractor.**

During the period of guarantee, the supplier shall remedy all defects in design, materials and workmanship that may develop under normal use of the equipment, upon written notice from the BSPTCL who shall indicate in what respect the equipment is faulty. This will include the service charges of engineer/erector, if required to visit the site in connection with works as stated above. The BSPTCL will not incur any expenditure on this account what so ever.

AGREEMENT:

The successful tenderer/tenderers, upon notice from the BSPTCL, shall have to execute an agreement with the BSPTCL in the prescribed contract Agreement form of the department. The prescribed format for Agreement is enclosed in this specification (Section –IV). The agreement shall be prepared in three copies on pie paper affixed with special adhesive stamp of value of Rs. 1000.00 (Rupees One Thousand) only duly embossed by the treasury officers of State of Bihar. No charges on account of preparation of agreement documents shall be paid by the BSPTCL.

CANCELLATION OF CONTRACT:

The BSPTCL reserves the right to cancel whole or part of the awarded contract without assigning any reason of those firms who will be found defaulter for delayed supply of materials or who will supply materials of sub-standard quality. In the event of cancellation of order due to the reasons attributable to the firm/contractor/supplier, the security deposited against the contract/order shall be forfeited by the BSPTCL.

REJECTION:

If materials supplied by tenderer/supplier is found to be defective in material or workmanship or otherwise not in conformity with the requirements of contract/ order, BSPTCL shall have right to reject the materials or advise in writing to rectify/ replace the same. On receipt of such information, supplier shall either rectify the defect or replace the defective materials as per BSPTCL's requirement. The above rectification will have to be done free of cost. In case the supplier fails to do so, the BSPTCL may have its option to:

1. Replace or rectify such defect and recover the extra cost involved from the supplier plus additional fifteen percent,
 2. May terminate the contract/order for default as per supplier's default liability clause.
 3. Accept the materials at a reduced price considered suitable under the circumstances.
- The provision of this clause shall not prejudice BSPTCL's right under penalty clause.

SUPPLIER'S DEFAULT LIABILITY:

The BSPTCL may upon written notice of default by the supplier cancel the order in the circumstances detailed here under: -

- a) If in the judgment of the BSPTCL, the supplier fails to make delivery of any or all of that material within the time schedule specified in the contract or within any extension thereof granted by the BSPTCL in writing.
- b) If in the judgment of the BSPTCL the supplier fails to comply with & perform any of the obligations under the contract / order.
- c) If the supplier in the judgment of the BSPTCL has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

In the event the BSPTCL cancels the order in whole or in part as provided in paragraph 1.27.1 the BSPTCL reserves the right to procure such material in any manner considered appropriate by BSPTCL and the security deposit of the firm shall be forfeited by the BSPTCL.

COMPLIANCE WITH ACT

All equipment/materials supplied and all works carried out shall comply in all respects with the requirements of the Indian Electricity Act 1910(2003), Indian Electricity Rules, 1955 (1956) or any revisions thereof which may be issued during the currency of the order and with the requirements of any other regulations and Act in India to which the purchaser may be subjected.

JURISDICTION OF COURT

All disputes, claims, counter claims for and/or against the BSPTCL arising out of agreement/order/contract between the BSPTCL and the supplier/contractor will be subject to the exclusive jurisdiction of civil court, Patna and no other court or Arbitrator.

FORCE MAJEURE CONDITION:

“Force Majeure” shall mean any event beyond the reasonable control of the Employer or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:

- a. War, hostilities or warlike operations (whether war be declared or not), invasion, act of foreign enemy and civil war,
- b. Rebellion, revolution, insurrection, mutiny, usurpation of government, conspiracy, riot and civil commotion,
- c. Earthquake, landslide, volcanic activity, flood or cyclone, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster,

Neither party shall be considered to be in default or in breach of his obligations under the Contract to the extent that performance of such obligation is prevented by any circumstances of Force majeure, which arises after date of Notification of Award.

If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.

The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended.

BSPTCL will examine individual cases on merit and may take decision for granting extension or reject request of supplier/contractor. Decision of department in this regard will be final and binding to the supplier.

TECHNICAL PARTICULARS

The tenders who do not comply with the technical particulars enumerated in the Volume II of this specification shall be outright rejected. The performance particulars as required in the technical specification should be sent along with the tender. Other details not specified but deemed necessary for the just understanding of the said offer, may also be given.

TEST CERTIFICATE

The material shall conform to all type tests as per relevant Indian Standards. Materials shall be routine and acceptance tests at the manufacturer's works in accordance with the standard adopted and to such other additional tests as may be stipulated in the specification. Materials shall be dispatched only after test certificates are approved.

Should the test or operation of any piece of equipment under service show that it does not meet the guarantee and requirements of the requisite specification it will be optional for the BSPTCL to accept or reject the apparatus and direct the tenderer to proceed at once to furnish such new parts as may be necessary to meet the guarantee and other requirements of specification and such additional expenditure will be borne by the supplier.

DEVIATION FROM SPECIFICATION:

The tenderers are advised to submit their offer strictly as per terms of specification. In case, however, any tenderer submits his offer on any such terms deviating from those stipulated in specification, either technical or commercial, the same will be clearly spelt out in the schedule of deviation specifically enclosed for this purpose along with this specification. In case no such deviations are detailed, it will be presumed that the offers have been submitted as per requirement of specification the purchaser may accept minor technical deviations at its discretion, which does not affect overall performance of the equipment as specified in this specification.

COMPLETENESS OF THE TENDER:

All fittings, accessories etc. which might not have been included in this specification but which are usual & necessary to complete the equipment, are to be provided without extra cost. All equipment's must be complete in all respects whether mentioned in the specification or not.

QUANTITY:

The quantity mentioned in the schedule of requirement and desired delivery is tentative and is subject to increase or decrease at the time of placement of order at the discretion of the BSPTCL.

RAW MATERIALS:

No raw materials shall be arranged by the BSPTCL. The tenderers/suppliers will have to arrange all raw materials themselves.

PROGRESS REPORT

The supply/contractor shall submit to the purchaser at such intervals and in such form as may be required by him, detailed progress reports of the manufacture and/or dispatch of the equipment ordered on him.

The tenderer shall furnish along with their tender relevant test reports from CPRI/Govt. as applicable labs as offered in the tender as per guidelines of CEA.

AFFIDAVIT TOWARDS CORRECTNESS OF TEST REPORTS AND DOCUMENTS FURNISHED ALONG WITH TENDERS.

The tenderers shall furnish an affidavit conforming that the test report & documents furnished along with the tender are correct and true copies of originals.

INSPECTION:

The inspection may be carried out by the purchaser at any stage of manufacture. The successful bidder shall grant free access to the purchaser's representative at a reasonable time when the work is in progress. Inspection and acceptance of any equipment under this specification by the purchaser shall not relieve the supplier of his obligation of furnishing equipment in accordance with the specification and shall not prevent subsequent rejection, if the equipment is found to be defective. The supplier shall keep the purchaser informed in advance, about the manufacturing program so that arrangement can be made for inspection.

QUALITY ASSURANCE PLAN:

The bidder shall invariably furnish along with his offer the quality assurance plan adopted by him/his sub-suppliers in the process of manufacturing of all components. Precautions taken to ensure use of quality raw material and sub components shall be indicated in the quality Assurance plan.

PERFORMANCE GUARANTEE:

The bidder should give details in the offer about the after sales service provided by the bidder within guarantee period and after guarantee period.

DOCUMENTATION

The bidder is required to furnish set of test certificates, drawing, literatures and manuals with each unit. Any other information as may be required by the purchaser shall also have to be furnished by the bidder.

PACKING:

The equipments shall be suitably packed in order to avoid damage or disturbance during transit or handling. Each equipment may be suitably packed in the first instance to prevent ingress of moisture, dust and then placed in a cushioned carton of a suitable material to prevent damage due to shocks during transit. The lid of the carton may be suitably secured and suitable number of sealed cartons may be packed in a case of adequate strength with extra cushioning, if considered necessary. The cases may then be properly sealed against accidental opening in transit. The packing cases may be marked to indicate the fragile nature of the contents.

The following information shall be furnished with the consignment

- Name of the consignee.
- Details of consignment.
- Destination.
- Total weight of consignment.
- Signs showing upper/lower side of the crate.
- Signs showing fragility of the material.
- Handling and unpacking instructions.
- Bill of materials indicating contents of item and spare materials.

The material shall be supplied by the bidder with suitable packing for safe keeping of the same in the store for a longer period without any damage.

MATERIAL FOR COMMISSIONING / DEMONSTRATION AT SITE:

Immediately after delivery of equipment at stores, the bidder/ supplier shall arrange for the training/ demonstration of their equipment for maintenance and commissioning at all seven Circle Stores without any cost to BSPTCL. The training schedule shall be fixed upon in consultation with ordering authority.

All material required for commissioning / demonstration at site shall be supplied by the tenderer / contractor.

SCHEDULES

The bidder shall fill in the schedules provided in the specification which form part of the tender specification and offer. In schedule of technical particulars, specific values shall be furnished and only quoting of IS reference is not sufficient. If the schedules are not submitted duly filled in with the offer, the offer shall be liable for rejection.

All deviations from the specification shall be brought out in the schedules. The discrepancies between the specification and the catalogue/literatures and indicative drawings which are subject to change, submitted as part of the offer shall not be considered and representation in this regard shall not be entertained. If it is observed that there are deviations in the offer, in GTP or elsewhere other than those specified in the schedule, then such deviations shall be treated as deviations.

The bidder shall submit the list of orders so similar type of equipment executed or under execution during the last three years, with full details in the schedule of bidder's experience to enable the purchaser to evaluate the tender and performance certificate from the end users should also be furnished.

Firms, corporations & companies banned/blacklisted/debarred by the employer or other subsidiary companies of BSPHCL or other state/centre utilities or other government entities cannot participate in the bidding process.

The bidders have to provide an affidavit that they have not been banned/blacklisted/debarred by the Employer or other subsidiary companies of BSPHCL or other state/centre utilities or other Govt. utilities.

DEBARMENT FROM FUTURE TENDERS

In the event of non-completion of 80 % of any mile stone during contract period for any reason other than those attributable to Employer and Force Majeure, then the Employer may debar the contractor to participate in the future tenders of BSPHCL and its subsidiary companies till whole project is completed by the contractor.

IMPORTANT NOTES:-

- i. In case the contract conditions are not in line with the Applicable Law, all such terms and conditions shall be modified to bring it in line with the Applicable Law.
- ii. In case of Change in Law, the agreement shall be amended to bring it in line with the revised law/regulations.

Applicable Technical Standards & Specifications are separate.

ANNEXURE-II

PRICE VARIATION CLAUSE FOR POWER TRANSFORMERS AND REACTORS COMPLETE WITH ALL ACCESSORIES AND COMPONENTS OF VOLTAGE ABOVE 33KV AND UP TO 400KV OF SUPPLIED AGAINST DOMESTIC CONTRACTS

This price variation clause is applicable for Transformers and Reactors of voltage above 33 kV and up to 400 KV supplied against domestic contracts. A separate price variation clause IEEMA/PVC/PWR TRF Up to 400KV/DE/2021 has been evolved for above types of Transformers and Reactors supplied against export/deemed export contracts.

The price quoted/confirmed is based on the input cost of raw materials/components and labour cost as on the date of quotation and the same is deemed to be related to prices of raw materials and all India average consumer price index number for industrial workers as specified in the price variation clause given below. In case of any variation in these prices and index numbers, the price payable shall be subject to adjustment, up or down in accordance with the following formula: -

$$P = P_0 / 100 (6 + 32.C/Co + 27.ES/ES_0 + 12.IS/IS_0 + 4.IM/IM_0 + 9.TO/TO_0 + 10.W/W_0)$$

Wherein,

P = Price payable as adjusted in accordance with the above formula. P₀ =

Price quoted/confirmed.

C₀ = Price of CC copper rods (refer notes)

This price is as applicable for the month, ONE month prior to the date of Part-I opening.

ES₀ = Price of CRGO Electrical Steel Lamination (refer note)

This price is as applicable for the month, ONE month prior to the date of Part-I opening.

IS₀ = Average price of steel plates 10 mm thick (refer notes)

This price is as applicable for the month, ONE month prior to the date of Part-I opening.

IM₀ = Price of Insulating Materials (refer notes)

This price is as applicable for the month, ONE month prior to the date of Part-I opening.

TO₀ = Price of Transformer Oil (refer notes)

This price is as applicable for the month, ONE month prior to the date of Part-I opening.

W₀ = All India average consumer price index number for industrial workers, as published by the

Labour Bureau, Ministry of Labour, Govt. of India (Base: 2016=100)

This index number is as applicable for the month, THREE months prior to the date of tendering.

For example, if date of Part-I opening falls in December 2021, applicable prices of Copper Rods (C₀), Steel Plates 10 mm thick (IS₀), CRGO Electrical Steel Laminations (ES₀) and Insulating material (IM₀) and Transformer Oil (TO₀) should be as on 1st November 2021 and all India average consumer price index no. (W₀) should be for the month of 1st September 2021.

C = Price of CC copper rods (refer notes)

This price is as applicable for the month, TWO months prior to the date of delivery*.

ES = Price of CRGO Electrical Steel Lamination (refer note)

This price is as applicable for the month, TWO months prior to the date of delivery*.

IS = Average price of Steel Plates 10 mm thick (refer notes)

This price is as applicable for the month, TWO months prior to the date of delivery*.

IM = Price of Insulating Materials (refer notes)

This price is applicable for the month, TWO months prior to the date of delivery*.

TO = Price of Transformer Oil (refer notes)

This price is applicable for the month, ONE month prior to the date of delivery*.

W = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base: 2016 = 100)

This index number is applicable for the month, THREE months prior to the date of delivery*.

For example, if date of delivery in terms of clause given below falls in December 2022, applicable prices of Copper Rods (C), Insulating material (IM), CRGO Electrical Steel Lamination (ES), Plates 10 mm thick (IS) should be as on 1st October 2022 and Transformer Oil (TO) should be 1st November 2022 and all India average consumer price index no. (W) should be for the month of September 2022.

*The date of delivery will be considered as detailed below:-

- (i) If transformer is delivered before contractual delivery period, the prevailing indices shall be calculated on the basis of transformer is notified as being ready for inspection/dispatch (in the absence of such notification, the date of manufacturer's dispatch note is to be considered as the date of delivery).
- (ii) If transformer is delivered after contractual delivery period, then the price indices shall be calculated on the basis of date of inspection, schedule delivering period and actual delivering period - whichever is lowest among them.

Note: All prices are exclusive of GST and exclusive of any other central, state or local taxes etc.

The details of prices are as under:-

1. Price of 8 mm CC copper rod (in Rs./MT) is ex-works price as quoted by the primary producer.
2. The price of CRGO is the price of CRGO Electrical Steel Lamination in Rs./MT suitable for Transformers of voltage above 33 kV and up to 400 kV
3. Price of Steel is the average retail price of steel plates 10 mm thick as published by Joint Plant Committee (JPC) in Rs./MT
4. The price of Insulating materials (in Rs./Kg) of pre-compressed press boards of size 10 mm thick, 3200 mm x 4100 mm is the average C&F price in free currency per MT converted into Indian Rupees with applicable exchange rates prevailing as on 1st working day of the month as quoted by primary suppliers. This price is the landed cost, inclusive of applicable customs duty only but exclusive of countervailing duty.
5. The price of Transformer Oil (in Rs./K.Ltr) is the average price on ex-refinery basis as quoted by primary producers for supply in drums.

Note: Price variation will be payable only up to the contractual delivery period. No price variation that might have taken place during the extended delivery period shall be payable even after granting delivery extension unless been specified explicitly in delivery extension order or otherwise.

SECTION-IV

FORMS

(FORMS 5) FORM OF CONTRACT AGREEMENT

[Alternative - a]

EX-WORKS SUPPLY CONTRACT AGREEMENT BETWEEN..... (Name of Employer) AND M/s.....(Name of Contractor) ...
...../JOINT VENTURE(JV) OF M/s.....
.....(Name of Lead Partner).... (THE LEAD PARTNER OF THE JV)AND M/s. (Name of Other Partner)..... (THE PARTNER OF THE JV) [Use as applicable]

THIS CONTRACT AGREEMENT No (also referred to as 'Ex-Works Supply Contract/the First Contract') is made on the day of..... 20.....

BETWEEN

(1) (Name of Employer) a company incorporated under the law of Companies Act 1956 and having its Registered Office at..... (registered address of the Employer) and its Corporate Office at (address of the Employer) (hereinafter called "the Employer" and also referred to as "..... (insert abbreviated name of the Employer).....")

and

(2) M/s (Name of Contractor), a company incorporated under the laws of Companies Act 1956 and having its Principal place of business at (Address of Contractor) and Registered Office at (Registered address of Contractor) (hereinafter called "the Contractor" and also referred to as "..... (insert abbreviated name of the Contractor).....")

or

Joint Venture (JV) of M/s..... (Name of Lead Partner) (The Lead Partner of JV), a company incorporated under the law of Companies Act 1956 and having its Principal place of business at (Address of Lead Partner) and Registered Office at (Registered address of Lead Partner) and M/s ... (Name of Other Partner) (the Partner of JV), a company incorporated under the law of Companies Act 1956 and having its Principal place of business at (Address of Other Partner) and Registered Office at (Registered address of Other Partner)

(hereinafter called "the Contractor" and also referred to as "Joint Venture"/the 'JV'")

(Applicable only in case of Joint Venture)

WHEREAS the Employer desires to engage the Contractor for the Ex-works supply of all equipment and materials including Type Testing to be conducted inter-alia including..... (Indicate brief scope of work) for the complete execution of the..... (insert name of Package along with name of the Project)..... as detailed in the Contract Document ("the Facilities"), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows: Article 1. Contract Documents

1.1 Contract Documents (Reference GCC Clause 3.3)

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:
VOLUME - A

1. This Contract Agreement and the Appendices thereto.
2. Notification of Award Ref. No. dated VOLUME -B
3. "Bidding Documents" comprising of the following:

The Bidding Document is a compilation of the following and shall include amendments.... to, if any, thereto:

a. VOLUME - I: Condition of contract (Document Code No.:):

- Section I: Invitation for Bid (Section - IFB)
- Section II: Instructions to Bidders (Section - ITB)
- Section III: Bid Data Sheets (BDS)
- Section IV: General Conditions of Contract (GCC)
- Section V: Special Conditions of Contract (SCC)
- Section VI: Sample Forms and Procedures (FP)

1. Bid Form & Price Schedule
 - 1.1 Bid Form
 - 1.2 Price Schedule
2. Bid Security Form
3. Form of Notification by the Employer to the Bank
 - 3.a Applicable for forfeiture of Bank Guarantee
 - 3.b Applicable for conditional claim pending extension of Bank Guarantee by the bidder. Contract' for Installation of Plant and equipment

5. Form of Contract Agreement Alternative A Alternative B

Appendix-1: Terms and Procedures of Payment

Appendix-2: Price Adjustment

Appendix-3: Insurance Requirements

Appendix-4: Time Schedule

Appendix-5: List of Approved Subcontractors

Appendix-6: Scope of Work and Supply by the Employer

Appendix-7: List of Document for Approval or Review

Appendix-8: Guarantees, Liquidated Damages for Non-Performance

6. Performance Security Form

7. Bank Guarantee Form for Advance Payment

8. Form of Taking over Certificate

9. Form of Indemnity Bond to be executed by the Contractor for the Equipment handed over in one lot by Employer for performance of its contract

10. Form of Indemnity Bond to be executed by the Contractor for the Equipment handed over in instalments by Employer for performance of its contract

11. Form of Authorisation Letter

12. Form of Trust Receipt for Plant, Equipment and Materials received

13. Form of Extension of Bank Guarantee

14. Form of Power of Attorney for Joint Venture

15. Form of Undertaking by the Joint Venture Partners

16. Format for Evidence of Access to or Availability of Credit/ Facilities

17. Form of Operational Acceptance

18. Form of Safety Plan to be submitted by the Contractor within sixty days of award of contract

19. Form of joint deed of undertaking by the Sub-contractor along with the bidder

/contractor

20. Form of Certificate of Financial Parameters for QR

4. Bid Submitted by the Contractor.

(Only relevant extracts are attached herewith for easy reference. Should the circumstances warrant, the original Bid along with the enclosures thereof, shall be referred to).

1.2 Order of Precedence (Reference GCC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

Article 2. Contract Price and Terms of Payment

2.1 Contract Price (Reference GCC Clause 7)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of (amount in words) (amount in figures), or such other sums as may be determined in accordance with the terms and conditions of the Contract. The break-up of the Contract price is as under:

S.No.	Price Component	Amount
1.	Total Supply Price including GST	
2.	Total Freight & Insurance Charges including GST	
Total for Supply Contract including GST		

The detailed break-up of Contract Price is given in the relevant Appendices hereto.

2.2 Terms of Payment (Reference GCC)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in Appendix 1 (Terms and Procedures of Payment) hereto.

Article 3. Effective Date for Determining Time for Completion

3.1 Effective Date (Reference GCC1)

The Time of Completion of Facilities shall be determined from the date of the Notification of Award i.e., from Article 4. Appendices

The Appendices listed in the List of Appendices, as mentioned below, shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

List of Appendices

Appendix 1 Terms and Procedures
of Payment Appendix 2 Price Adjustment
Appendix 3 Insurance Requirements
Appendix 4 Time Schedule
Appendix 5 List of Approved Subcontractors
Appendix 6 Scope of Work and Supply by the Employer
Appendix 7 List of Document for Approval or Review
Appendix 8 Guarantees, Liquidated Damages for Non-Performance

Article 5.

The Contract Agreement No. has also been made on the Day of 20...., between the Employer and the Contractor for the Services Contract (hereinafter referred to as the "Second Contract") for the subject package which includes performance of all the services inter alia including (Indicate brief scope of work)... for the complete execution of the (Insert name of Package along with name of the Project).....

Notwithstanding the award of contract under two separate contracts in the aforesaid manner, the Contractor shall be overall responsible to ensure the execution of both the contracts to achieve successful completion and taking over of the facilities by the Employer as per the requirements stipulated in the Contract. It is expressly understood and agreed by the Contractor that any default or breach under the 'Second Contract' shall automatically be deemed as a default or breach of this 'First Contract' also and vice-versa and any such breach or occurrence or default giving the Employer a right to terminate the 'Second Contract' either in full or in part, and/or recover damages there under that Contract, shall give the Employer an absolute right to terminate this Contract at the Contractor's risk, cost and responsibility, either in full or in part and /or recover damages under this 'First Contract' as well. However, such breach or default or occurrence in the 'Second Contract' shall not automatically relieve the

Contractor of any of its responsibility/ obligations under this 'First Contract'. It is also expressly understood and agreed by the Contractor that the equipment /materials supplied by the Contractor under this 'First Contract' when installed and commissioned by the Contractor under the 'Second Contract' shall give satisfactory performance in accordance with the provisions of theContract.

INWITNESSWHEREOFtheEmployerandtheContractorhavecausedthisAgreementto be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and on behalf of the Employer Signed by for and on behalf of the Contractor

Signature.....
(Name)
(Designation)

Signature.....
(Name)
(Designation)

In the presenceof

In the presenceof

1.

1.

2.

2.

(FORM 6) FORM OF CONTRACT AGREEMENT [ALTERNATIVE -B]

SERVICES CONTRACT AGREEMENT BETWEEN(Name of Employer) ...AND
M/s.(Name of
Contractor)/JOINT VENTURE (JV) OF M/s(Name of Lead Partner)....
(THE LEAD PARTNER OF THE JV)ANDM/s (Name of Other Partner).....(THE
PARTNER OF THE JV) [Use as applicable]

THIS CONTRACT AGREEMENT No (also referred to as 'Services
Contract/the Second Contract') is made on the day of.....20 BETWEEN

(1)(Name of Employer) a company incorporated under
the laws of Companies Act 1956 and having its Registered Office at(registered
Address of the Employer) and its Corporate Office at (address of
of the Employer)..... (hereinafter called "the Employer" and also referred to as
".....(insert abbreviated name of the Employer).....")

and

(2) M/s (Name of Contractor), a company incorporated under
the laws of Companies Act 1956 and having its Principal place of business at
.....(Address of Contractor)..... and Registered Office at
.....(Registered address of Contractor)(hereinafter
called "the Contractor" and also referred to as ".....(insert abbreviated name of the
Contractor).....")

or

Joint Venture (JV) of M/s (Name of Lead Partner)(the Lead Partner
of JV), a company incorporated under the laws of Companies Act 1956 and having
its Principal place of business at(Address of Lead Partner) . and
Registered Office at(Registered address of Lead Partner) and M/s
.....(Name of Other Partner) ...(the Partner of JV), a company incorporated under
the laws of Companies Act 1956 and having its Principal place of business at
.....(Address of Other Partner) and Registered Office at (Registered
address of Other Partner)(hereinafter called "the Contractor" and also referred to as "Joint
Venture"/the 'JV'")

(Applicable only in case of Joint Venture)

WHEREAS the Employer desires to engage the Contractor for providing all the services
inter- alia including..... (Indicate brief scope of work) for the complete execution

of the (insert name of Package alongwithnameof the Project)..... as detailed in the Contract Document ("the Facilities"), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafterappearing.

NOW IT IS HEREBY AGREED as follows: Article 1. Contract Documents

1.1 Contract Documents (Reference GCC Clause3.3)

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:
VOLUME - A

1. This Contract Agreement and the Appendicesthereto.
2. Notification of Award Ref. No.....dated VOLUME -B
3. "Bidding Documents" comprising of thefollowing:

The Bidding Document is a compilation of the following and shall include amendments.... to, if any, thereto:

a. VOLUME - I: Condition of contract (DocumentCodeNo.:.....):

Section I: Invitation for Bid (Section - IFB)

Section II:Instructionsto Bidders (Section - ITB)

Section III:BidDatasheets(BDS)

Section IV:GeneralConditionsof Contract (GCC)

Section V:Special ConditionsofContract (SCC)

Section VI:SampleFormsand Procedures (FP)

1. Bid Form &PriceSchedule

1.1 BidForm

1.2 PriceSchedule

2. Bid SecurityForm

3. Form of Notification by the Employer to theBank

3.aApplicable for forfeiture of BankGuarantee

3.b Applicable for conditional claim pending extension of Bank Guarantee by the bidder.

4. Formof*NotificationofAwardofContract

4(a) Form of 'Notification of Award of Contract' for Supply of Plant and equipment 4(b)

Form of 'Notification of Award of Contract' for Installation of Plant and equipment

5. Form of Contract Agreement Alternative A
Alternative B

Appendix-1: Terms and Procedures of Payment

Appendix-2: Price Adjustment

Appendix-3: Insurance Requirements

Appendix-4: Time Schedule

Appendix-5: List of Approved Subcontractors

Appendix-6: Scope of Works and Supply by the Employer

Appendix-7: List of Document for Approval or Review

Appendix-8: Guarantees, Liquidated Damages for Non-Performance

6. Performance Security Form

7. Bank Guarantee Form for Advance Payment

8. Form of Taking over Certificate

9. Form of Indemnity Bond to be executed by the Contractor for the Equipment handed over in one lot by Employer for performance of its contract

10. Form of Indemnity Bond to be executed by the Contractor for the Equipment handed over in instalments by Employer for performance of its contract

11. Form of Authorisation Letter

12. Form of Trust Receipt for Plant, Equipment and Materials received

13. Form of Extension of Bank Guarantee

14. Form of Power of Attorney for Joint Venture

15. Form of Undertaking by the Joint Venture Partners

16. Format for Evidence of Access to or Availability of Credit/Facilities

17. Form of Operational Acceptance

18. Form of Safety Plan to be submitted by the Contractor within sixty days of award of contract

19. Form of joint deed of undertaking by the Sub- contractor along with the bidder /contractor

20. Form of Certificate of Financial Parameters for QR

VOLUME - C

4. Bid Submitted by the Contractor.

(Only relevant extracts are attached herewith for easy reference. Should the circumstances warrant, the original Bid along with the enclosures thereof, shall be referred to.).

1.2 Order of Precedence (Reference GCC Clause 3.3)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Clause 3.3 (Contract Documents) above.

1.3 Definitions (Reference GCC Clause 1/SCC Clause 1)

1.3.1 Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract/Special Conditions of Contract

Article 2. Contract Price and Terms of Payment

2.1 Contract Price (Reference GCC Clause 7)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of (amount in words) (amount in figures), or such other sums as may be determined in accordance with the terms and conditions of the Contract. The break-up of the Contract price is as under:

S.No.	Price Component	Amount
1.	Erection, Installation, Testing, Commissioning and all Civil works etc. including GST	
2.	Training Charges including GST (if any)	
Total for Service Contract including GST		

The detailed break-up of Contract Price is given in the relevant Appendices hereto.

2.2 Terms of Payment (Reference GCC Clause 8)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in Appendix 1 (Terms and Procedures of Payment) hereto.

Article 3. Effective Date for Determining Time for Completion

3.1 Effective Date (Reference GCC Clause 1) The Time of Completion of Facilities shall be determined from the date of the Notification of Award i.e., from

.....

Article 4. Appendices The Appendices listed in the List of Appendices, as mentioned below, shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly

List of Appendices

Appendix 1 Terms and Procedures of Payment

Appendix 2 Price Adjustment

Appendix 3 Insurance Requirements

Appendix 4 Time Schedule

Appendix 5 List of Approved Subcontractors

Appendix 6 Scope of Work and Supply by the Employer Appendix 7

List of Document for Approval or Review

Appendix 8 Guarantees, Liquidated Damages for Non-Performance

Article 5. The Contract Agreement No. has also been made on the day of 20...., between the Employer and the Contractor for the Ex- Works Supply Contract (hereinafter referred to as the “First Contract”) for the subject package which includes Ex-works supply of all equipment and materials including Type Testing to be conducted inter alia including (Indicate brief scope of work) for the complete execution of the (insert name of Package along with name of the Project) Notwithstanding the award of contract under two separate contracts in the aforesaid manner, the Contractor shall be overall responsible to ensure the execution of both the contracts to achieve successful completion and taking over of the facilities by the Employer as per the requirements stipulated in the Contract. It is expressly understood and agreed by the Contractor that any default or breach under the

'First Contract' shall automatically be deemed as a default or breach of this 'Second Contract' also and vice-versa and any such breach or occurrence or default giving the Employer a right to terminate the 'First Contract' either in full or in part, and/or recover damages there under that Contract, shall give the Employer an absolute right to terminate this Contract at the Contractor's risk, cost and responsibility, either in full or in part and /or recover damages under this 'Second Contract' as well. However, such breach or default or occurrence in the 'First Contract' shall not automatically relieve the Contractor of any of its responsibility/ obligations under this 'Second Contract'. It is also expressly understood and agreed by the Contractor that the equipment /materials supplied by the Contractor under the 'First Contract' when installed and commissioned by the Contractor under this 'Second Contract' shall give satisfactory performance in accordance with the provisions of the Contract.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and on behalf of the Employer Signed by for and on behalf of the Contractor

Signature.....
(Name)
(Designation)

Signature.....
(Name)
(Designation)

In the presence of

In the presence of

- 1.
- 2.

- 1.
- 2.

APPENDIX-II

On Non-Judicial Stamp Paper of Rs.1000/- Only.

For "SECURITY BG" FORM OF GUARANTEE BOND

(TO BE USED BY APPROVED SCHEDULED BANK)

THIS DEED OF GUARANTEE IS MADE THIS.....

day of.....20....., Between.....

(Name of the Bank and its constitution with

.....
Detailed address including its head office)

(hereinafter called "the bank" which expression shall, where the context so admits include its successor and permitted assign) of the one part and the Bihar State Power (Holding) company Ltd, being the company constituted under The Bihar State Electricity Reforms Transfer scheme 2012, vide notification no 17 date 30.10.2012 of Department of Energy GOB, having its head office at Bailey Road, Patna (hereinafter called "the BSPTCL" which expression shall, where the context so admits include its successor and permitted assign) of the other part,

1. WHEREAS, ...(name of the contractor or supplier if a Co.)

being a company registered under the Indian Companies Act having its registered office at

.....(name of the contractor or supplier if a

Partnership firm) bearing registration no.....of the year..... with the registrar of firms at

..... and having its registered office at

.....(name of the contractor or supplier if individual) father's name..... resident of

..... P.S. District..... and having its

principal place of business at..... (Hereinafter called "The said contractor(s)/ the

said supplier") entered into an Agreement No..... dated with the BSPTCL

for (Hereinafter called "The said agreement") has been placed an Order No.

..... dated..... for the supply of..... to the BSPTCL

(hereinafter called "The said Purchase Order").

2. WHEREAS in accordance with clause number of the said agreement/ the

Said purchase order, the said contractor(s)/ the said supplier(s) is required to deposit with the

BSPTCL Rs. only as cash security for the due performance of the terms & conditions of the said agreement/ the said purchase order.

AND WHEREAS in accordance with clause number of the said agreement/ the said purchase order, the Bank has at the request of the said contractor(s)/ the said supplier(s) agreed to give their guarantee and the BSPTCL has agreed to accept the said bank guarantee for the aforesaid sum.

NOW THESE PRESENT WITNESSES THE FOLLOWING:

In consideration of the BSPTCL having agreed to exempt the said contractor(s)/ the said supplier(s) from the demand under terms and conditions of the said contract/ the said purchase order of security deposit for the due fulfillment by the said contractor(s)/ the said supplier(s) of the terms and conditions in the said agreement/ the said purchase order on production of a bank guarantee for Rs. (Rupees

..... only), We, ...

..... (name of the Bank) do hereby undertake to pay to the BSPTCL an amount not exceeding Rs. against any loss or damage on non-payment caused to or suffered or would

be caused to or suffered by the BSPTCL by reason of any breach by the said contractor(s)/ the said supplier(s) of any of the terms and conditions contained in the said agreement/ the said purchase order.

3. We, ... (Name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSPTCL stating that amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSPTCL by reason of any breach of the said contract(s)/ the said supplier(s) of any of the terms and conditions contained in the said agreement/ the said purchase order or by reason of the said contractor/ the said supplier(s) failure to perform the said agreement/ the said purchase order. Any such demand on the Bank shall be conclusive as regard the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

4. We, ... (Name of the Bank) further agree that the guarantee herein contained remain in full force and effect during the period that would be taken for the performance of the said agreement/ the said purchase order and that it shall continue to be enforceable till all the dues of the BSPTCL under or by virtue of the said agreement/ the said purchase order has been fully paid and its claims satisfied or discharged or till the BSPTCL certifies that the terms and conditions of the said agreement/ the said purchase order fully and properly carried out by the said contractor(s)/ the said supplier(s) and accordingly discharge the guarantee. Unless a demand or

claim under this guarantee is made on us in writing on or before , We shall be discharged from all liability under this guarantee thereafter.

5. We, ... (Name of the Bank) further agree with the BSPTCL that the BSPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement/ the said purchase order or to extend time of performance by the said contractor(s)/ the said supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSPTCL against the said contractor(s)/ the said supplier(s) and to forbear or enforce any of the terms and conditions relating to the said agreement/ the said purchase order

and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s)/ the said supplier(s) or for any forbearance, act or omission on the part of the BSPTCL or any indulgence by the BSPTCL to the said contractor(s)/ the said supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. We, ... (Name of the Bank) Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSPTCL in writing.

Date The _____ day of _____ 20
_____ For _____ Bank.

On Non-Judicial Stamp Paper of Rs.1000/- Only.
For "PAYMENT/PERFORMANCE BG" FORM OF GUARANTEE BOND
(TO BE USED BY APPROVED SCHEDULED BANK)

THIS DEED OF GUARANTEE IS MADE THIS.....

day of.....20....., Between.....

(Name of the Bank and its constitution with

.....
Detailed address including its head office)

(hereinafter called "the bank" which expression shall, where the context so admits include its successor and permitted assign) of the one part and the Bihar State Power (Holding) company Ltd being the company constituted under The Bihar State Electricity Reforms Transfer scheme 2012, vide notification no 17 date 30.10.2012 of Department of Energy GOB, having its head office at Bailey Road, Patna (hereinafter called "the BSPTCL" which expression shall, where the context so admits include its successor and permitted assign) of the other part,

1. WHEREAS, ... (name of the contractor or supplier if a Co.)
being a company registered under the Indian Companies Act having its registered office at

..... (name of the contractor supplier if a

Partnership firm) bearing registration no..... of the year..... with the registrar of firms at

..... and having its registered office at

..... (name of the contractor supplier if individual) father's name..... resident of

..... P.S. District..... and having its

principal place of business at..... (Hereinafter called "The said contractor(s)/ the

said supplier") entered into an Agreement No..... dated..... with the BSPTCL

for (Hereinafter called "The said agreement") has been placed an Order No.

..... dated..... for the supply of..... to the BSPTCL

(hereinafter called "The said Purchase Order").

2 WHEREAS in accordance with clause number of the said agreement/ the said purchase order, the BSPTCL has agreed to make a payment/ advance payment to the said contractor(s)/ the said supplier(s) of Rs. being equivalent to percent of the value of contract under the said agreement/ the said purchase order and bearing interest at percent per annum, on presentation by the said contractor(s)/ the said supplier(s) of the bank guarantee duly approved by the BSPTCL for the said amount. AND WHEREAS in accordance with clause number of the said agreement/ the said purchase order, the Bank has at the request of the said contractor(s)/ the said supplier(s) agreed to give their guarantee and the BSPTCL has agreed to accept the said bank guarantee for the aforesaid sum.

NOW THESE PRESENT WITNESSES HAVE AS FOLLOWS:

In consideration of the BSPTCL having agreed to make an advance payment to the said contractor(s)/ the said supplier(s) of Rs. as per terms and conditions mentioned in the said agreement/ the said purchase order on production of a bank guarantee for Rs.

..... (Rupees only) We, ... (name of the Bank) do hereby undertake to pay to the BSPTCL an amount not exceeding Rs. against any loss or damage on non-payment caused to or suffered or would be caused to or suffered by the BSPTCL by reason of any breach by the said contractor(s)/ the said supplier(s) of any of the terms and conditions contained in the said agreement/ the said purchase order.

3 We, ... (Name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSPTCL stating that amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSPTCL by reason of any breach of the said contractor(s)/ the said supplier(s) of any of the terms and conditions contained in the said agreement/ the said purchase order or by reason of the said contractor/ the said supplier(s) failure to perform the said agreement/ the said purchase order. Any such demand on the Bank shall be conclusive as regard the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

4. We, ... (Name of the Bank) further agree that the guarantee herein contained remain in full force and effect during the period that would be taken for the performance of the said agreement/ the said purchase order and that it shall continue to be enforceable till all the dues of the BSPTCL under or by virtue of the said agreement/ the said purchase order has been fully paid and its claims satisfied or discharged or till the BSPTCL certifies that the terms and conditions of the said agreement/ the said purchase order fully and properly carried out by the said contractor(s)/ the said supplier(s) and accordingly discharge the guarantee. Unless a demand or

claim under this guarantee is made on us in writing on or before....., We shall be discharged from all liability under this guarantee thereafter.

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

6. We, ... (Name of the Bank) Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of the BSPTCL in writing.

Date The _____ day of _____ 20
_____ For _____ Bank.

**PERFORMA OF BANK GUARANTEE FOR
EARNEST MONEY.
(To be submitted by the Bidder along with his Bid) (To be
stamped in accordance with stamp Act.)
Then on - Judicial stamp papers should be in the name of issuing bank.**

Ref:..... Bank Guarantee No.....
Date.

To,
Sr Manager (Finance and Accounts)
Bihar State Power Transmission Co. Ltd.
Vidyut Bhawan, J.L. Nehru Marg,
Patna-800021.

Dear Sir,
In accordance with invitation to Bid under your Specification against N.I.T.

No..... M/s..... having its Registered/Head
Office at (Hereinafter called the 'Bidder') wish to participate in the said Bid
or..... and you, as a special favour have agreed to accept an irrevocable and
unconditional bank guarantee for an amount of Valid upto..... on behalf of
Bidder in lieu of the Earnest Money required to be made by the bidder, as a condition precedent for
participation in the said Bid.

We, the..... Bank at..... having our Head Office at..... (local
address) guarantee and undertake to pay immediately on demand by Bihar State Power Transmission
Co. Ltd. the amount of

.....
..... (in words and
figures) without any reservation, protest, demur and recourse. Any such demand made by said 'Owner'
should be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.
This Guarantee shall be irrevocable and shall remain valid upto and including
..... @..... If any further extension of this guarantee is
required, the same shall be extended to such required period (not exceeding one year) on receiving
instructions from M/s on whose behalf this guarantee is
issued.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this
..... day of 20 at.

WITNESS

(Signature)
(Name)

(Signature)
(Name)

(Official Address)

(Designation with Bank Stamp)

Attorney as per power of
Attorney No.
Date.

@ This date shall be sixty (60) days after the last date for which the bid is valid.

INSURANCE PROFORMA

The Chief Manager (Movement)

Bihar State Power Transmission Co. Ltd., Bailey

Road, Patna

Dear Sir,

As per terms of the following Purchase Order we have to advise you to please arrange insurance of the following consignment under the Co's Open Marine Policy.

1. Purchase Order No. Dated.
2. Full description of goods.
3. Invoice value (rounded to nearest rupees).
..... (in words) Rupees.
4. Name and Address of consignee.
.....
.....
5. Name and Address for consignor.
.....
6. Mode of transit. Sea/Rail/Truck.
7. O/C Note / R.R. No. dated
.....
8. From Station. to Station.
9. Description of packing.
10. Endorsement on R/R by Railway or other carrier regarding condition of packing at the time of dispatch
.....
.....
.....

Place

Date

Your faithfully,
Signature
Full Address of supplier

1. Copy to consignee with R/R or T.R.
2. Copy to Account Officer with the Bill.

Declaration of Bidders/Manufacturers/EPC Contractor to be submitted along with Bids

(To be submitted on the Rs. 1000 Non-Judicial Stamp Paper)

(FORMAT-A with MAF)

In respect of (NAME OF WORK AND NIT NO.).....

To Dt.....
Chief Engineer (O&M)

Bihar State Power Transmission Company Ltd.
4th Floor, Vidyut Bhawan,
Bailey Road, Patna-1

We M/S..... (Name of Bidder/
Manufacturer/ EPC Contractor) having its registered office at wish to confirm that

1. All equipments/ components/ parts/ services complying the instructions in respect of communicable/non-communicable/ testings and their protocols/safe to connect and cyber security from the designated testing centres/ labs as per protocols decided by MoP, CEA and BSPTCL and all other relevant orders to be issued from time to time by MoP, MoF, DPIIT and CEA.
2. No such proposals for vendor approvals/adoption or/and supply of equipments shall be submitted to BSPTCL which is non-compliant to the above-mentioned orders/ guidelines/ clarifications.
3. All compliances of the directives issued by MoP, DPIIT, CEA and MoF as well as successful testing of the equipment/components/parts in terms of specified qualities and its type test/ checks as per Tender Documents/ Tender Specifications and shall be furnished for vendor approval/adoption by all Manufacturers and EPC contractor/ Bidders.

4. Manufacturer's Authorization Format (MAF):

: That, we shall supply (Item Name) M/S
..... meeting

The technical specification as specified in BSPTCL said Tender No.

: That, we as a (Item Name) Manufacturer meet qualifying criteria
As specified in Qualifying Criteria Clause of SBD of the said Tender No. NIT No.

: That, we shall supply the (Item Name)
in line with the agreed Time Schedule between BSPTCL and M/s.

: That, documentation in respect of four qualification and experience is enclosed with this consent letter as per the requirement of Tender Specifications.

5. If at any point, the above declarations or/and undertaking submitted by the Bidder/ Manufacturer/ EPC Contractor are found incorrect/ wrong/ false, actions as deemed fit, will be taken by BSPTCL against Bidder/ Manufacturer/ EPC Contractor.

That, Undersigned is authorized to submit this consent/confirmation letter on behalf of M/s
..... (Authorization letter enclosed).

For and on behalf of M/s.....

Signature:.....

Name:.....

Designation:.....

Seal:.....

Note : The signatory should have the authorization from their Board of Director of the concerned Firm & a copy of the same also to be submitted along with the bid.

Declaration of Bidders/Manufacturers/EPC Contractor to be submitted along with Bids

(To be submitted on the Rs. 1000 Non-Judicial Stamp Paper)

(FORMAT-B without MAF)

In respect of(NAME OF WORK AND NIT NO.).....

To Dt.....

Chief Engineer (O&M)

Bihar State Power Transmission Company Ltd.

4th Floor, Vidyut Bhawan,

Bailey Road, Patna-1

We M/S (Name of Bidder/
Manufacturer/ EPC Contractor) having its registered office at wish to confirm that

1. All equipments/ components/ parts/ services complying the instructions in respect of communicable/non-communicable/ testings and their protocols/safe to connect and cyber security from the designated testing centres/ labs as per protocols decided by MoP, CEA and BSPTCL and all other relevant orders to be issued from time to time by MoP, MoF, DPIIT and CEA.
2. No such proposals for vendor approvals/adoptions or/and supply of equipments shall be submitted to BSPTCL which is non-compliant to the above-mentioned orders/ guidelines/ clarifications.
3. All compliances of the directives issued by MoP, DPIIT, CEA and MoF as well as successful testing of the equipment/components/parts in terms of specified qualities and its type test/ checks as per Tender Documents/ Tender Specifications and shall be furnished for vendor approval/adoption by all Manufacturers and EPC contractor/ Bidders.
4. If at any point, the above declarations or/and undertaking submitted by the Bidder/ Manufacturer/ EPC Contractor are found incorrect/ wrong/ false, actions as deemed fit, will be taken by BSPTCL against Bidder/ Manufacturer/ EPC Contractor.

That, Undersigned is authorized to submit this consent/confirmation letter on behalf of M/s (Authorization letter enclosed).

For and on behalf of M/s.....

Signature:.....

Name:.....

Designation:.....

Seal:.....

Note: The signatory should have the authorization from their Board of Directors of the concerned Firm & a copy of the same also to be submitted along with the bid.

Declaration on Local Content

(To be submitted on the Rs. 1000 Non-Judicial Stamp Paper) In respect
of..... (NAME OF WORK AND
NITNO.).....

To
Chief Engineer (O&M)
Bihar State Power Transmission Company Ltd.
4th Floor, Vidyut Bhawan,
Bailey Road, Patna-1

Dt.....

We have read the provisions of "Preference to Make in India and granting of purchase preference to local suppliers" enclosed with the Bid Data Sheets. In terms of the requirement of the aforesaid provisions, we hereby declare the following:

In order to avail purchase preference, we confirm that we are a Local Supplier, and the local content included in the package is of our total bid price for complete scope of work for as per details given below.

1.0 In order to avail purchase preference, we confirm that we are a local supplier, and the Local Content included in the package is % of our total bid price for complete scope of work as per details given below.

Sl.No. of BOQ	Description of Goods & Services	Quantity/ Weight (in Number)	% of Total bid price	Details of the location(s) at which the local value addition is made
1				

A certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) given the percentage of local content has been annexed to this attachment.

2.0 Further, we hereby confirm the following:

Whether the bidder is presently debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make in India), Order 2017' (PPP-MII Order) dated 15.06.2017, its revision dated 28/05/2018, 29.05.2019, the revised 'Public procurement (Preference to Make in India), Order 2017' dated 04.06.2020 and any subsequent modifications / Amendments issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, Government of India.	
--	--

That in the event of the local content of the goods mentioned herein is found to be incorrect and not meeting the prescribed Minimum Local Content criteria, based on the assessment of BSPTCL/Government Authorities for the purpose of assessing the local content, actions shall be taken against Bidder in line with the PPP-MII order and provisions of the Bidding Documents.	
---	--

3.0 We agree to furnish any information as a proof of the above to your satisfaction as and when required.

Thanking you,

Place.....

Date.....

Your faithfully,

Signature

Full Address of supplier

Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, in line with PPP-MII order, if applicable [to be submitted on the letter head of the issuer]

Dear Sir,

We have read and understood the provisions of “Public Procurement (Preference to Make in India) Order, 2017” dated 15/06/2017, its revision dated 28/05/2018, 29.05.2019, the revised ‘Public procurement (Preference to Make in India), Order 2017” dated 04.06.2020 and any subsequent modifications/Amendments, if any [hereinafter, “PPP-MII Order”] issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, Government of India.

In line with the provisions of the PPP-MII Order, M/s.[Enter the name of the Bidder] /hereinafter, “Local Supplier”] have submitted an Affidavit of self-certification to Bihar State Power Transmission Company Ltd. regarding Local Content in goods to be supplied by the Local Supplier for [Enter the name of the work], wherein they have agreed to abide by the terms and conditions of the PPP-MII Order.

Further, in line with the PPP-MII Order, the statutory auditor or cost auditor of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) shall provide a certificate giving the percentage of Local Content in the goods to be supplied by the Local Supplier for [Enter the name of the work].

Accordingly, we, the Statutory Auditor(s) / Cost auditor (*applicable in the case of companies*) of the Local Supplier / a practicing cost accountant or practicing chartered accountant (*applicable in respect of suppliers other than companies*), certify that the Local Content as defined under the PPP-MII Order, for goods to be supplied by the Local Supplier for [Enter the name of the work] is percentage [*specify the percentage of Local content*].

For and on behalf of, Date:

<<Statutory Auditor's/Cost accountant's/Chartered accountant's attestation>> Firm

Reg No.

Membership No.

FORM OF CERTIFICATE OF FINANCIAL PARAMETERS FOR QR

(as per Clause ref. no. 1.02 and 2.0 of Annexure-A (BDS)) (Rupees
in Lakhs)

S. No.	Financial Parameters	2024-23	2023-22	2022-21	2021-20	2020-19
1.	Net Worth					
a)	Paid up Capital					
b)	Free Reserves and					
c)	Misc Expenses to the extent not written off					
	Net Worth (a+b+c)					
2.	Annual Turnover					
3.	Liquid Asset (Total Current Asset-Inventories)					

*Free Reserve and Surplus should be Exclusive of Revaluation Reserve, written back of Depreciation Provision and Amalgamation.

** Annual total Income/ turnover as incorporated in the Profit and Loss Account excluding nonrecurring income, i.e. sale of fixed asset etc.

It is certified that all the figures are based on audited accounts read with auditor's report and Notes to Accounts etc.

Date

Place

(Certified By Chartered Accountants)
Membership No.

Seal

**FORMAT FOR EVIDENCE OF ACCESS OF
TO OR AVAILABILITY OF CREDIT/FACILITIES**

BANK CERTIFICATE

This is to certify that M/s (Full name & address) who are submitting their bid to Bihar State Power Transmission Co. Ltd. (Employer) against their tender specification Videref. No. for (Insert name of the package along with the project name) is our customer for the past years.

Their financial transactions with our Bank have been satisfactory. They enjoy the following fund based and non-fund based limits including for guarantees, L/C and other credit facilities with us against which the extent of utilization as on date is also indicated below:

S.No	Type of Facility	Sanctioned Limit as on	Utilization as on

This letter is issued at the request of M/s.

Signature

Name of Bank

Name of Authorized

Signatory Designation

Phone

No.

Address

SEAL OF THE BANK

FORMATFORPRE-CONTRACTINTEGRITYPACT

Attachment-8

INTEGRITY PACT

Between

BiharStatePowerTransmissionCompanyLimited

HavingitsRegisteredOfficeatVidyutBhawan,4thFloor,JawaharLalNehruMarg,

Patna(Bihar) PIN800001

Hereinafterreferredtoas

"BSPTCL",

and

[InsertthenameoftheSoleBidder/LeadPartnerofJoint Venture] having

its Registered Office at

(InsertfullAddress)

and

[InsertthenameofthePartner(s)ofJointVenture,asapplicable] having its

Registered Office at

(InsertfullAddress)

hereinafterreferredtoas

"TheBidder/Contractor"

Preamble

BSPTCL intend to award, under laid-down organisational procedures, contract(s) for

[Insert the name of the package]

_____ Package and Specification
Number _____ BSPTCL values full compliance with all

[Insert Specification Number of the package]

relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidders/ Contractors.

In order to achieve these goals, BSPTCL and the above named Bidder/Contractor enter into this agreement called 'Integrity Pact' which will form a part of the bid.

It is hereby agreed by and between the parties as under:

Section I-Commitment of BSPTCL

- (1) BSPTCL commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of BSPTCL, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.
 - b) BSPTCL will, during the tender process treat all Bidder(s) with equity and fairness. BSPTCL will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (a) BSPTCL will exclude from evaluation of Bids its such employee(s) who has any personnel interest in the Companies/Agencies participating in the Bidding/Tendering process
- (2) If Chairman and Managing Director obtains information on the conduct of any employee of BSPTCL which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, he will inform to the Vigilance and in addition can initiate disciplinary actions under its Rules.

Section II-CommitmentsoftheBidder/Contractor

- (1) The Bidder/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
 - a) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to BSPTCL, or to any of BSPTCL's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
 - b) The Bidder/Contractor will not enter into any illegal agreement or understanding, whether formal or informal with other Bidders/Contractors. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder/Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Bidder/ Contractor will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by BSPTCL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.
 - e) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.
 - f) The Bidder/Contractor will not misrepresent facts or furnish false/forged documents/informations in order to influence the bidding process or the execution of the contract to the detriment of BSPTCL.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section III-Disqualification from tender process and exclusion from future contracts

- (1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, BSPTCL may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.
- (2) If the Bidder/Contractor has committed a serious transgression through a violation of

Section II such as to put his reliability or credibility into question, BSPTCL may after following due procedures also exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in Particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 3 years.

- (3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, BSPTCL may revoke the exclusion prematurely.

Section IV - Liability for violation of Integrity Pact

- (1) If BSPTCL has disqualified the Bidder from the tender process prior to the award under Section III, BSPTCL may forfeit the Bid Guarantee under the Bid.
- (2) If BSPTCL has terminated the contract under Section III, BSPTCL may forfeit the Contract Performance Guarantee of this contract besides resorting to other remedies under the contract.

Section V - Previous Transgression

- (1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section VI - Equal treatment to all Bidders/Contractors

- (1) BSPTCL will enter into agreements with identical conditions as this one with all Bidders.
- (2) BSPTCL will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

Section VII - Punitive Action against violating Bidders/ Contractors

If BSPTCL obtains knowledge of conduct of a Bidder or a Contractor or his subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if BSPTCL has substantive suspicion in this regard, BSPTCL will inform the Vigilance.

(*)Section VIII-Independent External Monitor/Monitors

() This Section shall be applicable for only those packages wherein the IEMs have been identified in Section-I: Invitation for bids and/ or Clause ITB 9.3 in Section-III: Bid Data Sheets of Conditions of Contract, Volume-I of the Bidding Documents.*

- (1) BSPTCL has consulted a panel of Independent External Monitors (IEMs) for this Pact in consultation with the Vigilance Department, out of which one of the IEMs has been indicated in the NIT/IFB.
- (2) The IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. He has right of access to all project documentation. The IEM may examine any complaint received by him and submit a report to Chairman-cum-Managing Director, BSPTCL, at the earliest. He may also submit a report directly to the Vigilance, in case of suspicion of serious irregularities attracting the provisions of the PC Act. However, for ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be referred to the full panel of IEMs, who would examine the records, conduct the investigations and submit report to Chairman-cum-Managing Director, BSPTCL, giving joint findings.
- (3) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman-cum- Managing Director, BSPTCL.
- (4) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all documentation of BSPTCL related to this contract including that provided by the Contractor/Bidder. The Bidder/Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (5) BSPTCL will provide to the IEM information as sought by him which could have an impact on the contractual relations between BSPTCL and the Bidder/Contractor related to this contract.
- (6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Chairman-cum-Managing Director, BSPTCL and request the Chairman-cum-Managing Director, BSPTCL to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to BSPTCL and the Bidder/Contractor, as deemed fit, to present its case before making its recommendations to BSPTCL.
- (7) The IEM will submit a written report to the Chairman-cum-Managing Director, BSPTCL within 8 to 10 weeks from the date of reference or intimation to him by BSPTCL and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the IEM has reported to the Chairman-cum-Managing Director, BSPTCL, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairman-cum-Managing Director, BSPTCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Vigilance, the Monitor may also

transmit this information directly to the Vigilance.

- (9) The word 'IEM' would include both singular and plural.

Section IX - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

Section X - Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of BSPTCL. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Contractor is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.
- (4) Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).
- (5) Views expressed or suggestions/submissions made by the parties and the recommendations of the Vigilance/IEM# in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.

Vigilance shall be applicable for packages wherein IEM are not identified in Section IFB/ BDS of Condition of Contract, Volume-I. IEM shall be applicable for packages wherein IEM are identified in Section IFB/BDS of Condition of Contract, Volume-I.

- (6) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(Signature) _____

(For & On behalf of BSPTCL)

(Office Seal)

(Signature) _____

**(For & On behalf of Bidder/Partner(s) of
Joint Venture/Contractor)**

(Office Seal)

Name: _____ Name: _____

Designation: _____ Designation: _____

Witness1 : _____ Witness1: _____

(Name&Address) _____ (Name&Address) _____

Witness2 : _____ Witness2: _____

(Name&Address) _____ (Name&Address) _____

PROFROMAO FLETTER OF UNDERTAKINGS

(To be submitted by the Bidder along with his Bid)

(To be executed on no-judicial paper of requisite value)

Ref..... Date.....

To

Chief Engineer (O&M)

Bihar State Power Transmission Co. Ltd.

Vidyut Bhavan, J.L. Nehru Marg.

Patna-800021,

Dear Sir,

I/We have read and examined the following bid documents relating to the..... (Full scope of work)

- a) Notice Inviting Tender.
- b) Conditions of Contract
- c) All the terms and conditions stipulated in the tender documents.
- d) Technical Specification.

I/We hereby submit our Bid and undertake to keep our Bid Valid for a period of six (6) months from the date of bid i.e. upto..... I/We hereby further undertake that during said period I/We shall not vary/alter or revoke my/our Bid.

This undertaking is in consideration of BSPTCL agreeing to open my Bid and consider and evaluate the same for the purpose of award of work in terms of provision of tender specifications.

Should this Bid be accepted, I/We also agree to abide by and fulfill all the terms and conditions of provision of the above mentioned bid documents.

Signature along with Seal of Co.

.....

(Duly authorized to sign the Tender on behalf of the
Contractor)Name.....
Designation

Name of Co.

(in Block Letters.) WITNESS

Signature Date & Postal Address

Date.....

Name & Address.....

..... Telegraphic Address

.....

.....

Telephone No.....

Telex No.....

PROFORMA FOR POWER OF ATTORNEY IN RESPECT OF TENDERER'S SIGNATURE

(To be stamped in accordance with the Stamp Act)

(To be executed on non-judicial stamp of requisite value)

KNOW ALL MEN BY THESE PRESENTS, THAT WE, ... (Name of Company)

..... hereby appoint and authorize.

.....

.....

.....

as our true and lawful attorney or attorneys, for us and in our name, Place and stand, to do the following acts and things, jointly and each of them severally, in respect of the Tender for
- ----- invited by Bihar State Power Transmission Co. Ltd., Patna vide Specification
No.

- (1) To sign, execute and deliver the tender documents and other documents related thereto,
- (2) To negotiate and determine the terms and conditions of the contract, and
- (3) To sign, execute and deliver the contract and related documents.

This power of Attorney shall remain in full force and effect for the above stated project.

IN WITNESS WHERE OF, we have caused the signature of our Representative
..... to be affixed hereunto on this

(Date).....

WITNESS

.....

(Signature) (Signature)

.....

(Name) (Name)

.....

(Official Address) (Designation with Official Stamp)

.....

(Address)

NAME OF CONTRACT:

NAME OF PACKAGE:

N.I.T.No.:

To,

THE CHIEF ENGINEER, (O&M)

(BIHAR STATE POWER TRANSMISSION CO. LTD.) VIDYUT

BHAWAN, J.L. NEHRU MARG,

PATNA-800021

1. Having examined the Tender Documents including the Instructions to Tenderers, Conditions of Contract, Specification, Employer's Tender Drawings, Technical Schedules and Schedules of Prices for the execution of the above-named contract, we, the undersigned, hereby offer to execute, complete and remedy defects in the whole of the works in conformity with the said documents.

2. We undertake, if our Tender is accepted, to complete and deliver the whole of the Works comprised in the Contract within the time or times stated in the Contract, subject to the said Conditions.

3. We agree to abide by this Tender- Technical Bid, together with the Tender- Price Bid, for the period of 180 days from the date fixed for receiving the Technical Bid same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. This Tender is submitted under our covering letter reference.....dated and the completed tender documents and other information, required by the Instruction to Tenderers, which are enclosed there with all of which shall be read and construed as forming a part thereof.

5. This Tender, together with your written acceptance thereof, shall constitute a binding Contract between us. Valid from the date of your written letter of Acceptance.

6. We understand that you are not bound to accept the lowest or any Tender you may receive. Dated this.....day of 2014.

Signature.....in the capacity of.....

duly authorized to sign tenders for and on behalf of.....

Witness

Address.....

.....

.....

Occupation.....