



Odisha Power Generation Corporation Limited  
IB Thermal Power Station

AT/P.O: BANHARPALI,; DIST.: JHARSUGUDA, PIN:768234(ODISHA), INDIA

Tel. 06645-289354 / 289355 / 289356, Fax: 06645- 289355 / 222225  
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SAFE & CLEAN POWER IS OUR COMMITMENT

AN ISO-14001; OHSAS-18001 ORGANIZATION

Tender documents against  
NIT No. ITPS/ (Purchase)/2018-2019/32(P); dt.14-12-2018

Supply of Online Continuous Emission Monitoring System (CEMS) to IB Thermal Power Station

Issue of bid document	20.12.2018 to 20.01.2019
Date of Receipt of both bids (Techno Commercial Bid & Price Bid)	28.01.2019 up to 15.00 Hrs
Date of Opening of Techno Commercial Bid (Part-I)	28.01.2019 at 15.30 Hrs
Date of opening of price bid (Part-II)	Shall be intimated
Earnest Money Deposit	1 % of quoted value

Note: Before Submission of bid please ensure proper documentation is made as mentioned in the bid.

**AGM – PURCHASE**

Issued to M/s .....

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Odisha Power Generation Corporation Limited  
IB Thermal Power Station

ODISHA POWER GENERATION CORPORATION LIMITED  
IB THERMAL POWER STATION  
At/PO: BANHARPALI, DIST: JHARSUGUDA – 768 234 (ODISHA)  
Telephone; 06645-289354/356 .Telefax: (06645) 289 355,  
Email: bkmishra@opgc.co.in; bhujanga.pati@opgc.co.in; bhadoo.jojowar@opgc.co.in;

**NOTICE INVITING TENDER Dt. 14.12.2018**

Sealed bids in '**Two Bid System**' and in the prescribed format are invited from bona fide and financially sound reputed Manufacturers only for supply of the following item to IB-Thermal Power Station, Banharpali.

Tender No.	Description	Qty	Bid Sale/Issue date	Bid submission/ Opening date	Bid Type Single / two Bid
<b>NIT No. ITPS/Purchase/ 2018-19/32(P), Dt. 14-12-2018</b>	Supply of Online Continuous Emission Monitoring System to IB-Thermal Power Station	01 No	20-12-2018 to 20.01.2019	28.01.2019/ 28.01.2019	Two Bid

Tender Document will be available free of cost as per schedule mentioned upto 17:00 Hrs. from the office of the Additional General Manager, Purchase, ITPS, Banharpalli, Jharsuguda. **Detailed NIT is also available at our website [www.opgc.co.in](http://www.opgc.co.in).** Any amendment and corrigendum to this NIT shall be posted in OPGC web page only.

Intending bidders/Firms are requested to visit our website regularly for any amendment of the present bid till finalisation of bidding process and information for participation against various tenders. Tender documents can also be downloaded from our website free of cost.

M/s OPGC Ltd. reserves the right to accept/reject/split any tender without assigning any reason thereof and will not be responsible for any delay in postal/courier.

Firms interested for registration for supply of different materials may submit application in the prescribed vendor registration format available in our website.

**Sd/-,**  
**Additional General Manager- Purchase**



# Odisha Power Generation Corporation Limited IB Thermal Power Station

## **TENDER SPECIFICATION FOR SUPPLY OF ONLINE CEMS TO IB THERMAL POWER STATION**

OPGC Ltd. is a leading dividend paying profitable power generating company in the state of Odisha operating 2x210 MW, Ib Thermal Power Station at Dist. Jharsuguda. New Expansion projects of 2x660MW are also under construction. The plant site is about 17 kms. from Belpahar Railway Station and 40 Kms. from Jharsuguda Rly. Station on S.E. Rly. of the Mumbai-Howrah main line.

Sealed tenders in "Two bids" are invited from the reputed manufacturers/authorized dealers/authorized Stickist/ authorized distributors in their own letterheads for supply of "Online CEMS to Ib Thermal Power Station". The tenderers must have in line experience, financial capability and have supplied such items to other Industrial concerns of repute.

### **INSTRUCTION TO BIDDERS**

The bidders have to submit Techno-commercial bid (Part-I) & price bid (Part-II) in separately sealed envelopes, super scribing as Techno-commercial bid & price bid as the case may be and enclosed in third sealed envelope super scribing "Tender No. ITPS/ (Purchase)/2018-2019/32(P), dated 14.12.2018 for Supply of Online CEMS due on 28.01.2019". Your offer should reach this office on or before 15.00 hrs. of 28.01.2019. Part-I (Techno commercial bid) shall be opened on the same day at 15.30 hours in presence of the bidder or their authorised representative (if any). Price bids of the successful bidders shall be opened on a subsequent date in presence of the bidder or their authorised representative (if any), for which the venue & time of opening of the price bid shall be communicated to the respective agencies. M/s OPGC Ltd. may call a pre bid conference before opening the price bid.

Offer received late due to postal or courier delay shall not be entertained. The bidders at their own interest may ensure timely receipt of their bid at our end. Offer through Fax or telegram or e-mail shall not be entertained. M/s OPGC Ltd. reserves the right to split the contract among the bidders. M/s OPGC Ltd. reserves the right to accept or reject any/all offer(s) without assigning any reason thereof.

The tenderers must submit relevant credential in support of their claim of being manufacturer/ authorized vendors and copies of purchase orders in support of supply of Online CEMS to other concerns of repute along with their offer. The bidder shall have to submit their offer in two parts.

### **Check List**

Sl. No.	Description	Yes/No & page reference
1	Whether the Technical Bid and Price Bid are submitted in separate covers and both the	
2	<b>Whether envelope A contains:</b>	
	a) Earnest Money Deposit (EMD) amount	
	b) Pre-Qualification details as laid down in the Tender under Eligibility Criteria.	
	c) Technical Bid in the original Tender document and other supportive documents	



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	d) The Profile of the Company	
	e) Letter of Authorisation for signing the Tender document. -	
	f) The filled up and signed Technical Specification -	
	g) Audited Annual report for the previous two years	
	h) Certificate of incorporation of the company	
	i) Whether all the pages of the tender documents including of Annexures signed with Official seal.	
3	<b>Whether Envelope-B contains:</b>	
	Filled up and signed Price Bid documents in the price bid form in full, with price details	

### MINIMUM ELEGIBILITY CTRITERIA – (A) :

Sl. No.	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the Eligibility	Page Ref. No. of the Document
1	a) Manufacturing Facilities: Bidder should have Own manufacturing unit with a production capacity of the offered item/Authorized Dealer.	Bidder should provide the Documentary evidence certificate as manufacturer.	
	b) The bidder should have supplied the said items to other industries of repute.	Bidder should provide the Documentary Evidence for supply of two Purchase Orders & Performance Certificate of supply.	
2	Bidder should have annual turnover of minimum Rs.20.00Lakh on average for the last three financial years.	Bidder should enclose the Audited Balance Sheets for the last three audited Year along with profit & loss account.	
3	EMD Submitted @1% of the basic quoted	DD details to be submitted.	
4	PAN & GST submitted.	Photocopy to be submitted	
5	Performance Certificate Submitted.	Photocopy to be submitted.	
6	Specification as per Enquiry	To be accepted	

### Part-I –Techno Commercial bid shall comprise of the following facts with required documents

#### Additional Technical requirement/Qualifying Criteria (B):

Sl. No.	Vendor should satisfy the following Technical requirement /Qualifying Criteria	OPGC requirement	To be filled by the bidder.
1	Manufacturing Facilities: Bidder should be a manufacturer/ Authorized Dealer. Bidder should provide the Documentary evidence i.e. certificate as manufacturer/Authorized Dealer.	Supporting document to be submitted	



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2	The bidder should have supplied the said items to other industry of repute and the Bidder should provide the Documentary Evidence for supply of two Purchase Orders & Performance Certificate of supply.	Submit PO copy & performance certificate	
3	Bidder should have good financial capability and the Bidder should enclose the Audited Balance Sheets for the last three Years along with profit & loss account.	Supporting document to be submitted	
4	All required accessories must be of Industrial grade which will be maintained by vendor during guarantee period & further under Annual maintenance contract (AMC).	Vendor should Accept	
5	The vendor should be able to provide the quality Services support for at least 08 years (1yr Guarantee +4yrs warranty+ 3yrs AMC) & above.	Vendor should accept (Vendor shall quote for 3years AMC support service in Price bid).	
6	The vendor shall provide Spare parts support for at least 10 years post commissioning.	Vendor to Accept	
7	Analyzer must have an isolated output of 4 to 20 mA for each parameter and to provide RS-232/RS-485/Modbus (Optional). The Analyzer's analog output of 4 to 20 mA must be compatible with M/s Sunjray's data transmission protocol without any intermediate server. (Note: - M/s Sunjray, Bhubaneswar; is the OEM for OPGC data transmission to CPCB & OSPCB).	Vendor to accept.	
8	The instrument/analyzer should be robust and rugged, for optimal operation under extreme environmental conditions, while maintaining its calibrated status.	Vendor to Accept	
9	Must have provision of a system memory (non-volatile) to record all operation information in log file for at-least one year of continuous operation	Vendor to Accept	
10	Should have provision of Plant level data viewing and retrieval with selection of Ethernet, wireless, Modbus & USB.	Vendor to Accept	
11	The analyzer should have TÜV/ MCERTS/USEPA certification.	Submit Certificate	



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12	EMD Submitted @1% of the basic quoted and the DD details to be submitted for the same.	Vendor to Submit	
13	Photo copy of PAN & GSTN to be submitted.	Vendor to Submit	
14	The party should submit the offer as per the Technical Specification stipulated in the bid document.	Vendor to Accept	

Notwithstanding anything stated above, OPGCL reserve the right to assess the capability and capacity of the bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of the OPGC. Bidder making loss in last three years may not be considered.

Note – Documents submitted by the bidder are presumed to be genuine. At any stage, before and after award of Order, if any of the submitted documents is found to be fraudulent /fake, OPGCL reserves the right to cancel the Offer / Order as well as take punitive action as per contract, including debarment of the bidder in future tendering. The documents submitted must be clear, legible in all respect.

### **TECHNICAL SPECIFICATION:**

Design and supply of complete set of Continuous Emission Monitoring System (CEMS) along with all required accessories.

1. Continuous Emission monitoring system (CEMS) for measurement of various parameters of flue gas. The Analyzer will be used to measure the SOX, NOX, CO parameters from the flue gas.
2. Operational requirement: Design and supply of a plc/Scada/DCS based system with two sample probe having manual mode and auto mode of operation. A) In case of Auto mode of operation: Part-A, when measurement starts probe 1 measures first for 7 minutes and probe 2 goes in cleaning (instrument air Purging) mode for 60 seconds thereafter it will go in bypass mode for 6 minutes. Part-B, After 7 minutes probe 2 starts measurement and probe 1 goes in cleaning mode for 60 seconds thereafter it goes in bypass mode for 6 minutes. This will be in a cyclic process. C) Auto Calibration mode: for zero and span calibration. D) Alarm/fault display mode. E) Manual Mode of operation: for manual operation of probe 1/probe 2, during this auto mode will get deactivated.
3. Installation: Hot Extractive type only.
4. Distance: Around 80 meters from probe1/probe2 to Analyzer room.
5. Remote calibration/validation terms: Calibration of CEMS analyzer auto & manual to be performed using a local PC Installation of DAS system. **The command codes must be shared in order to complete the remote calibration/validation facility to CPCB through M/s Sunjray Info system Pvt Ltd, Bhubaneswar.** The vendor has to perform the calibration through PC/Display screen/Remote calibration panel/others and share the command code. The connectivity of local PC/Display screen/Remote calibration panel/others will be in OPGC scope.



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6. Minimum range of working Temperature: Flue gas temp (0 to 200 Deg c).
7. Parameters to be measured: SO<sub>2</sub>, CO, Nox.
8. Measuring principle: DOAS/ NDIR absorption open path cross duct or probe type Optical Multiplexing, Either single analyzer or multiplexers can be used for multi stacks.
9. Span drift : < +/- 4% / year or better  
Zero drift : < 1% of span per week.  
Linearity Deviation: 1% of span  
Repeatability : 0.5% of Span  
Sensitivity drift : 1% of measured value/week
10. Analog output: Analyzer output must have the 4 to 20 mA isolated output for online data transmission to SPCB, Odisha & CPCB server as well as for DCS System of all parameters.
11. Data Storage: Local PC with Minimum 1 year data storage facility.
12. International approvals: all parameters must be TUV, USUPA or MCERTS approved
13. Measurement Range:
  - SO<sub>2</sub> - 10 PPM (mg/Nm<sup>3</sup>) to 2500 PPM (mg/Nm<sup>3</sup>)
  - NO<sub>x</sub>- 10 PPM (mg/Nm<sup>3</sup>) to 1500 PPM (mg/Nm<sup>3</sup>)
  - CO - 10 PPM (mg/Nm<sup>3</sup>) to 5000 PPM (mg/Nm<sup>3</sup>)
14. Consumables: 2 years consumables to be provided along with the instruments.
15. Up-Gradable: System should have the onsite facility for new gap up-gradation. Total Mercury up gradation facility should be available.
16. Calibration: Must have calibration facility against standard gases preferably auto calibration with standard test gas of known PPM.
17. Weather enclosure: IP68
18. The analyzer will be housed in weather proof/dust proof enclosure of stainless steel/other rust proof material. Adequate numbers of perforation/holes to be provided for fixing the analyzer.
19. Supply of two air conditioner of 1.5 Ton Split AC with 410A gas compressor (LG/ Carrier of at least 3 stars make) and with auto timer to run the 2 AC alternatively.
20. All electrical panels/circuits required for the analyzer would be in scope of the vendor.
21. Extended warranty of 5 years (1 + 4 years). Extended warranty will also cover AMC inclusive of any spare if required.
22. Performance guarantee certificate to be produced.(Hard Copy)
23. All the as built wiring diagrams or other description to be submitted. (Hard copy and soft copy)
24. Calibration test gas cylinders (zero & span gases as required) to be provided with certification of hydro test and validity certificate.
25. In case of extractive type: All piping & tubing will be in vendor scope.
26. The Analyzer input supply should be 220-240 V AC and output should be in 4 to 20mA.
27. Operation & maintenance manual of analyzer to be provided.(Hard Copy and Soft Copy).
28. Other features:
  - A. It should be capable of operating unattended over prolonged period of time.
  - B. It should produce analytically valid results with precision/ repeatability.
  - C. The analyzer should be robust and rugged, for optimal operation under extreme environmental conditions, while maintaining its calibrated status.
  - D. The analyzer should have inbuilt features for automatic sample matrix change adaptation.



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- E. It should have data validation facility with features to transmit raw and validated data to central server.
- F. It should have Remote system access from central server for provisional log file access.
- G. It should have provision for simultaneous Multi-server data transmission from each station without intermediate PC or plant server.
- H. It should have provision to send system alarm to central server in case any changes are made in configuration or calibration.
- I. It should have provision to record all operational information in log file.
- J. There should be provision for independent analysis, validation, calibration & data transmission for each parameter.
- K. The instrument must have provision of a system memory (non-volatile) to record data for at least one year of continuous operation.
- L. It should have provision of Plant level data viewing and retrieval with selection of Ethernet, Modbus & USB.
- M. Record of calibration and validation should be available on real time basis at central server from each location/parameter.
- N. Record of online diagnostic features including analyzer status should be available.
- O. It must have low operation and maintenance requirements with low chemical consumption and recurring cost of consumables and spares.
- P. Continuous measurements on 24X7 basis.
- Q. Direct Measurement of pollutant concentration.
- R. Expression and display of measurements in ppm, mg/m<sup>3</sup> or volume % as specified in standards.
- S. Display of the measurement values as well as all the information required for checking/maintenance of the analyzer.
- T. Response time < 200 seconds.
- U. Power supply compatible with utilities available on Indian industrial sites.
- V. Digital communication with distant computer for data acquisition/ recording / reporting.
- W. RS232 / RS485 / Ethernet / USB communication ports.
- X. Analog Outputs for transmission to Plant's supervision center.
- Y. Minimum lifetime of analyzers should be 10 years or above.
- Z. TECHNICAL OPTIONS FOR SAMPLING OF POLLUTANTS IN CEMS  
The sampling technologies are summarized in Figure.
  - Extractive systems: -
    - Hot Extractive Systems with Heated Analyzer (Hot and Wet System).
    - Hot Extractive Systems with Sample Cooling and Cold Analyzer (Cold and Dry System).
    - Extractive dilution system (In stack and out stack)





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### 29. Material Supply :

Sl.no	Supply material	Quantity as applicable
1	Complete set of Analyzer with all supporting accessories.	As applicable
2	Standard Test Gases as applicable	As applicable
3	2 no's of AC with timer. Above 3 star BEE rating.	2 AC with digital timer
4	Consumables	For 2 Years
5	Piping's & tubing's	As applicable
6	Analyzer's as built diagram	Hard Copy and Soft Copy
7	Personal Computer( 1TB HD, 4GB RAM, OS : activated genuine Windows 10, RS-232 Port, Modbus Port, RJ-45, VGA, HDMI, USB ports, Keyboard, Mouse and Display Screen (15")LCD/LED. Industrial grade.	Complete Set
8	Performance guaranteed Report	Hard Copy and Soft Copy
9	Calibration Report	Hard Copy and Soft Copy
10	Operation & maintenance manual	Hard Copy and Soft Copy
11	Warrantee from date of commissioning and hand over of PG Test documents along with calibration Report	1 Year free of cost
12	Extended Warranty from 2 <sup>nd</sup> Year to 5 <sup>th</sup> Year	As per AMC order
13	Analyzer Certificate with serial number	TUV/Mcert/USEPA
14	Others	If any as applicable

### 30. OPGC Scope:

- A. Any Civil works cutting/welding/structuring required at our site only.
- B. Data connectivity to CPCB for report and auto calibration/validation. The vendor should perform the auto calibration through local PC/display screen/others at our site and share the command codes if required which will be connected to CPCB server through M/s Sunjray Info system Pvt Ltd, Bhubaneswar.
- C. UPS Supply 230 V AC.



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### **TENDER NOTICE - GENERAL TERMS & CONDITIONS**

1. Sealed Tender is invited (in duplicate) for the supply of articles as per details mentioned in the bid. Tender should be submitted in a proper sealed envelope addressed to the Additional General Manager, Purchas Materials, Purchase Department OPGCL- IB Thermal Power Station, Banharpali, Jharsuguda-768234, in variably giving on the cover Tender Notice No., Name of the Articles, and the date of opening and EMD details.
2. Basic Qualification of Bidders

This bidding is open to any Manufacturer/ Supplier/ Dealer who provides satisfactory evidence that he:-

- (a) Is a qualified manufacturer or an authorized representative of a qualified manufacturer who regularly manufactures the equipment of the type specified and has adequate technical knowledge and practical experience.
  - (b) Does not anticipate change in the ownership during the proposed period of work (If such a change is anticipated, the scope and effect thereof shall be defined).
  - (c) Has adequate financial stability and status to meet the financial obligations pursuant to the scope of the assignments (The bidders should submit at least 3 copies of their profit and loss account and balance sheet for the preceding 3 years, including turn over).
  - (d) Has adequate plant and manufacturing capacity available to perform the assignment properly and expeditiously within the time period specified. The evidence shall consist of written details of the installed manufacturing capacities and present commitments (excluding the assignments under this specification) of the bidder or his Principal. If the present commitments are such that the installed capacity results in inadequacy of the manufacturing capacities to meet the requirement of equipment corresponding to this bid, then the details of alternative arrangements to be organized by the bidder for this purpose and which shall meet the owner's approval shall also be furnished.
  - (e) Has established quality assurance systems and organization designed to achieve high levels of equipment reliability during his manufacturing activities.
3. Amendment in Specifications:  
OPGCL may revise or amend the specification and drawings prior to the date notified for opening of tenders. Such revision / amendment, if any, will be communicated to all tenderers as amendment / Addendum to the specification which will also be published in OPGC web site. Vendors may visit our website at [www.opgc.co.in](http://www.opgc.co.in); regularly till finalization of tender.
  4. ***Requirement to read the Tender Specification by Bidder: The Tenderers are requested to go through all the contents of Tender specification before preparing their tender / bids for submission.***
  5. The quantities mentioned in the Tender Notice shall be deemed to be only approximate and will not in any manner whatsoever be binding on the OPGCL- Ib Thermal Power Station.
  6. All tenders are to be submitted up to 15:00 hours on the opening date & they will be opened at 15:30 hours on the date specified. Representatives of the bidders those who choose to be present may attend the bid opening.



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7. The tender shall remain open for acceptance for a period of **90 DAYS FROM THE DATE OF OPENING UNLESS OTHERWISE SPECIFIED**. Tenders with a Validity of Less than **90** days are liable to be rejected/ or have lesser preference than those adhered the tender conditions.
8. Actual percentage of taxes of any description whatsoever whereleviable and intended to be claimed from the OPGCL-Ib Thermal Power Station , whether as a part of the price or by way of tax in purchase of any statutory provisions enabling the dealer to collect the Sales Tax leviable on him for purchase should be distinctly shown along with the price quoted. Where it is not done all claims for payment or reimbursement of Tax any description whatsoever whether part of the price or extra will be deemed to have been waived and such claims shall not be entertained on any ground whatsoever.
9. PAN No/GST No. MUST BE INDICATED IN VARIABLY FAILING WHICH OFFER SHALL NOT BE CONSIDERED.
10. Rates quoted should be F.O.R. IBTPS, Banhaprali. In case rates Ex-godown shops Please indicate actual amount of Packing and Forwarding charges and railway freight/Road freight up to destination, IB Thermal Power Station, Banharपाली, Jharsuguda, Orissa. Jharsuguda is our nearest transport go down which is 40 Kms from Ib Thermal.
11. Illustrated pamphlet/leaflet and drawing indication technical details/Year of manufacture, Maker's Name, Country of Origin etc. must be enclosed with tender.
12. SPECIAL ATTENTION OF THE TENDER INVITED IS ABOUT THE RECEIPT OF TENDER IN TIME. TENDERS RECEIVED AFTER THE STIPULATED DATE AND TIME DUE TO ANY REASON WHATSOEVER SHALL NOT BE CONSIDERED TENDERERS ARE REQUESTED TO SEE THAT THE TENDERS ARE DELIVERED IN THE OFFICE BEFORE THE PRESCRIBED DATE AND TIME.
13. The delivery period quoted must be specific and realistic. The inability of the successful tenderers to execute orders in accordance with delivery schedules will entitle OPGCL to purchase the stores at the risk and cost of the contractors such failures will also be kept in view while considering that subsequent tenders.
14. With regard to acceptance of tender for earlier delivery it should be noted that if the contract is placed on higher tender in preference to the lowest acceptable offer in consideration of earlier delivery the contractor will be liable to pay to OPGCL, the difference between the contract rate and the lowest acceptable, in case of failure to complete suppliers in terms of such contract within the date of delivery specified in the tender and incorporated in the contract. This is without prejudice to other rights of the OPGCL under the terms of contract.
15. The time given for delivery or dispatch shall commence from receipt by the contractor of the purchase order. The time for and the date of delivery or dispatch stipulated in the schedule for the delivery or dispatch of stores shall be deemed to be the essence of contract and should the contractor fail to deliver or dispatch the stores or any consignment thereof within the period prescribed for such delivery or dispatch the purchaser shall be entitled to withhold payment until the whole of the stores have been supplied and to recover from the contractor a sum of the half percent of the price of any stores which the contractor has failed to deliver or dispatch aforesaid for each and within week or part of a week during which the delivery OR dispatch of such stores may be in arrears subject to maximum of five percent of total of the contract value alternatively at the option of the Purchaser shall be entitled to purchase also where on the account & at the risk of the contractor the store of any consignment thereof which the contractor has failed to deliver or dispatch as afore said if not available the nearest available substitute thereof to cancel the contract and the contractor shall be liable for all loss or damage which may sustain by reason of such failure on the part of the contractor.



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16. Suppliers failing to execute the order placed on them to the satisfaction of OPGC under the terms and conditions set forth therein, will be liable to make good the loss sustained by the Board, consequent to the placing of fresh orders elsewhere at higher rates, i.e. the difference between the price accepted in the contract already entered into the price at which fresh orders have been placed. This is without prejudice to the imposition of liquidated damages.
17. It is a condition of the contract that all though the currency thereof, the price at which the tender shall supply stores shall be firm.
18. Tenderers may kindly note that it is essential to pay the requisite amount of earnest money in any one of the following form.
  - a) Demand draft.
  - b) Bank Guarantee from a Nationalized Bank irrevocable and operative till the validity of the offer. The earnest money will be liable to be forfeited on revocation of the quotation expired if refused to enter into a contract after the award is made to the tenderer.
19. Small scale industries/National Small Scale Industries Corporation/MSME may be exempted from payment of Earnest Money Deposit(EMD) only, if they are entitled for exemption of the offered items **subject to a written request** for availing so and submission of a photocopy of valid registration certificate with NSIC/MSME/SSI.
20. Successful tenders will have to deposit security by the date specified in the Acceptance of Tender in case they fail to deposit security by the specified date the OPGCL reserves the right to adjust the same from the payment pending with the OPGCL, ITPS, and Banhaprali.
21. OPGCL reserve the right to give preference to those quoting payment and delivery as per bid norms.Loading shall be made for other terms of payment and delivery.
22. Wherever samples are asked from tenderers the same shall be submitted freight paid through post of Railways/Road Transport and should reach the OPGCL within the stipulated date and time failing which to cognizance will be given to such samples which are received late.
23. Printed Terms and Conditions on letter heads or Quotation form of tenderers shall not be applicable.
24. Tendering firms are advised to quote as per our serials number specified in tender notice.
25. OPGCL Reserves the right to reject all or to any of the tenders or to accept the tender or to accept the tender either in full or in part or to split of the contract without assigning any reason.
26. The quote price discount if any should be typed both in words as well as in figure without any over typing/writing. Alternations if any should be made clearly by crossing already entered rates and all such corrections should be attested by the tenderers under their full signature in no case there should be over writing and all tender with such over writing and all tender with such over writing shall be liable for rejection.
27. Our tender notice No. & due date of opening nature of items and vendors complete address should in variable be indicated on the top of the envelope, Bank charges always borne by the vendor.
28. Wherever I.S. is available please quote as per I.S. only, otherwise quote the brand name of the quote itemsgoods must be dispatch through authorized dealer.
29. The material supplied shall be guaranteed for a period of 18 months from the date of supply or 12 months from the date of actual use whichever is earlier.
30. These terms and conditions shall from a part of the contract.



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31. **EFFECTING OF RECOVERIES:** Any loss, arising incident to non-fulfilment of this contract or any other contract, will be recovered from the Security Deposit held and or any other amount due to the supplier from OPGC.
32. **PATENT RIGHT ETC:** The Supplier shall indemnify the purchaser against all claims, actions, suits and proceedings for the infringement or alleged infringement of any patent, design or copy right protected either in the country of origin or in India by the use of any equipment supplied by the supplier other than for the purpose indicated by or reasonably to be inferred from the specification.
33. **Jurisdiction:** All contracts effected between OPGCL and vendor shall be subject to Jharsuguda Court Jurisdiction and shall be governed by Law. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings, even though, part of the cause of action might arise within their jurisdiction. In case any part of the cause of action might arise within the jurisdiction of any other Courts in Odisha, and rest within the jurisdiction of Courts outside the State of Odisha, then it is agreed to between the parties that such suits on proceedings shall be instituted in a Court within the State of Odisha and no other Court outside the State of Odisha have jurisdiction.
34. **Arbitration:** In case of any dispute arising out of the supply or interpretation of meaning of the terms in these conditions of purchase or any alleged breach thereof, the same shall be referred to independent Arbitrator/s selected by the aggrieved party and consented by the other party. The arbitration shall be conducted in accordance with the provision of Indian Arbitration Act of 1996 or modifications thereof and award of Arbitrator shall be final and binding on both parties. The arbitrations shall be conducted at Jharsuguda or at such place as decided by Arbitrator. The cost, incidentally shall be borne by the vendor.
35. **Litigation:** All expenses and cost in connection with litigation, if any, will be to vendor account.
36. (a) **Preparation of comparative statement**  
The Proforma for comparative statement has been standardized and is as per annexure of manual. CS should be prepared as per proforma and loading actors to be used for loading are as mentioned below (if not mentioned specifically in the offer).

P&F charges	2%
Freight	2%
300 Kms. to 500 Kms.	3%
500 Kms. To 1000 Kms.	4%
Above 1000 Kms.	5%
Insurance	0.086%

(NOTE: Percentage loading will be limited to full truck/trailer load rate for each truck load).

(b) **Payment terms loading**

1.5% per month (wherever parties have quoted 100% through bank/advance against our standard and payment terms of 100% after receipt and acceptance of materials within 30 days.)

In case of payment through bank loading for a period 30 days and in case of advance payment along with P.O. the loading for the period of delivery period plus 30 days, may be taken. In case of 90% through bank & balance 10% within 30 days after receipt and acceptance of materials.

Loading factor will be  $1.5 \times 0.9 = 1.35\%$ . Accordingly for other payment terms loading factors will be calculated.



## Odisha Power Generation Corporation Limited IB Thermal Power Station

(C) Delivery term loading: If the delivery period required as per bid requirement is deviated the loading shall be done @0.5% per week or part thereof for the period over and above the stipulated delivery period.

(D) If the PBG clause is not accepted or deviated loading for the same shall be done.

Loading procedures

Basic Price

Packing & Forwarding charges (on basic price only)

GST on (Basic + P&F+ Freight)

Freight on (Basic + P&F)

Insurance on (Basic + P&F + Freight)

Payment Terms Loading on (Basic + P&F + Freight + Insurance+ GST)

In case on variable prices, the following norms/systems will be taken into consideration.

(e) In case of price variation clause (without specific mention of quantum), 10% price escalation per annum may be proportionality loaded and a capping of price escalation of limited to 10% shall be acceptable to the vendor.

### **IMPORTANT NOTICES:**

1. Please fill in the proforma for summary quotation as per specimen given.
2. Tenders not specifying the exact rates of taxes (wherever applicable) shall be loaded to the highest slab or may not be considered.
3. Any deviation in Technical Specification/ terms & conditions shall be clearly specified in details, failing which shall be deemed the NIT specification & Terms conditions are acceptable in totality unless and otherwise specified.
4. The suppliers/contractor is required to manufacture the product/carryout the work in controlled condition so as to contain Air pollution, water/land contamination within relevant legislative & statutory requirement.
6. Vendor/Representative/Vehicle driver must wear Safety Helmet, Shoes inside the Plant premises.
7. All person(s) connected with OPGCL shall have to adhere the safety rule regulations of the Company.
8. The transporter and contractors engaged their vehicles must ply with registration certificate, with valid permit, fitness certificate, insurance, pollution under control certificate, valid driving license of the drivers as per MV Act of Odisha.
9. Salient points of HSE (Health Safety & Environment) that are to be considered while submission of offer are:
  - Consumption benchmarks related to output shall be provided wherever applicable for key input resources(energy/fuel/chemicals).
  - Competency requirements for operation, maintenance and calibration if any.
  - MSDS to be submitted in case any hazardous chemicals as per MSIHC (Manufacturing, Storage, Import of Hazardous Chemicals (Rules 1989/94/2000 along with onsite and offsite emergency plan (as applicable).
  - Occupational and Health safety control measures for safe working of the equipment offered.
  - Equipment should be fitted with guard for rolling and moving part as per OH&S legislation and Factory Act.



## Odisha Power Generation Corporation Limited IB Thermal Power Station

- The recommended PPE for the equipment to be furnished.
  - Details of all hazardous/harmful substances discharged as by-products/wastes during operations to be mentioned along with their permissible limits.
  - Appropriate pollution controls measures to be taken to keep the emissions from the material to be clearly mentioned.
  - Chemical banned due to their negative impact on the environment shall not be used in the offered item.
  - Details of disposal practices to be followed to be provided for the chemicals and the equipment.
  - Primary materials used in the equipment shall be specified and they should be eco friendly.
10. Vendor shall take all measures necessary steps to maintain integrity in totality throughout the bidding process. He or any of the representatives, third person shall not be engaged in any manner to anybody in the business at any point of time for biasing or indulged in corruption process during any stage of bidding process (pre contract or post contract stage) in order to secure the contract or in furtherance to secure it. Indulgence of such unfair practices will lead to forfeiture of Cancellation of EMD, Security deposit and performance bond without assigning any reason.
11. OPGCL reserves the right not to accept the lowest rate quoted by the bidder and reject any or all the offer without assigning any reason whatsoever. M/s OPGC Ltd. also reserves the right to accept/reject/split any tender without assigning any reason thereof.

**Additional General Manager - Purchase**



**Odisha Power Generation Corporation Limited  
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**DEVIATION FROM COMMERCIAL SPECIFICATION (Annexure-1)**

All Deviations from the Commercial terms shall be filled in by the Tenderer, Clause by Clause, in this Schedule.

Section No.	Clause No.	Deviation details	Remarks

The tenderer hereby certify that the above mentioned are the only deviations from the Commercial terms of the Specification.

Company Seal:  
Signature :  
Designation:  
Company :





**Odisha Power Generation Corporation Limited  
IB Thermal Power Station**

**PROFORMA FOR SUMMARY QUOTATION**  
**Technical & un-priced Commercial bid ) Part-1**

Tender No.: 2018-2019/07(P)

Sl. No.	Techno Commercial Points	OPGCL Needs	To be filled by the bidder with Page
1	Technical Specification as per Tender Enquiry	Accepted/ Not accepted. If not accepted detail deviation and proposal.	
2	Credentials	Submitted/ Not submitted as per bid requirement.	
3	The Bidder must be a reputed manufacturer having his own manufacturing unit with in-house testing facility and have in line experience, financial capability and have supplied such items to other Industrial concerns of repute.	Yes/ No.	
4	Bidder is a ISO 9001/ISO14001 firm	Yes/No	
5	All Tests to be carried out as per the bid document	Yes/No	
6	Bidder has to submit EMD either in shape of DD payable on State Bank of India (Code No. 9510) Banharpali/Central Bank of India, Ib Thermal Banharpali (Code-0283899)/ Andhra Bank, Ib Thermal (Code-0662), Ib Thermal Power Station, Banharpali, Jharsuguda in favour of Odisha Power Generation Corporation Limited.	Submitted/Not submitted Details to be mention	
7	Price Basis	FOR Destination Ib Thermal Power Station. Parties offering FOR Ex- Works please give the place of works.	
8	Packing & Forwarding charges	..... % or Rs..... in Lumpsum Inclusive/ Exclusive.	
9	GST	..... % of GST Exclusive.	
10	Transportation Cost	Rs.---- per No./Lump sum. As extra/Inclusive.	
11	Transit Insurance	..... % extra/inclusive	
12	Delivery Schedule	60 days Accepted/Not	



## Odisha Power Generation Corporation Limited IB Thermal Power Station

13	Validity of offer	90 days from the due date of opening date of the Part-1 bid. (Techno Commercial). Accepted/Not accepted.	
14	Liquidated damage clause is applicable if delivery is delayed beyond quoted delivery date @0.5% per week/part of week subject to 5%of PO value.	Accepted/ not accepted. Non acceptance shall lead to loading of your offer by 5%.	
15	Submission of security deposit	Accepted/Not accepted	
16	The bidder has to accept our payment terms i.e. 100% payment shall be made within 30 days from the date of final acceptance of material.	Accepted/Not accepted. (in case non acceptance loading shall be done)	
17	Acceptance of part order quantity	Yes/No	
18	Packing material as per OPGCL term to use non asbestos and environmentally friendly material.	Yes/ No	
19	Payment to be made through RTGS mode	Accepted/Not accepted.	
20	All Bank charges to vendor account	Accepted/Not accepted.	
21	Tender Notice NIT General Terms & Conditions	Accepted/Not accepted.	
22	Acceptance to guarantee clause	Accepted/not accepted.	
23	Price escalation clause and formula	Submitted/ Not submitted.	
24	List of Deviation statement from tender norms.	Submitted/ Not submitted.	

Authorised Signatory:

Name of the firm:

Designation:

Company Seal:

Place & Date.



**Odisha Power Generation Corporation Limited  
IB Thermal Power Station**

**NIT No. ITPS/ (Purchase)/2018-19/32(P); Dt.14.12.2018**

**Part-II (Price Bid)**

Part-II is the Price Bid which should contain the price (Price for supply of complete set of Continuous Emission Monitoring System) & the details of breakup of the trade discount, packing & forwarding, GST, freight and insurance etc.

Column --->	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(i)
Sl. No.	Description	Unit of Measure ment	Qty.	Unit rate in Rs.	Basis of price	P&F charge	GST	Freight	Transit Insurance	Total FOR amount (d+f+g+h+i)
1.	Supply of complete set of Continuous Emission Monitoring system									

1. Bank Charges if any:

2. Inspection charges if any:

3. Supervision & installation charges:

4. (I) Deviation in tech. Specification- YES/NO/ If YES details of the same.

(II) Deviation in commercial terms & conditions- YES/NO/ If YES details with clause No.

Authorised Signatory:

Name of the firm:

Designation:

Company Seal:

Place & Date



## Odisha Power Generation Corporation Limited IB Thermal Power Station

### **NIT No. ITPS/ (Purchase)/2018-19/32(P); Dt.14.12.2018**

The above two bids (Part-I & Part-II) should be sealed separately super scribing as Technical & Un-Priced Commercial Bid (Part-I) and price Bid (Part-II) as the case may be and enclosed in third sealed envelope super scribing NIT NO. ITPS/ (Purchase)/2018-2019/32(P),Dt.14-12-2018 for "supply of complete set of Online Continuous Monitoring System to IB Thermal Power Station" due on 28-01-2019. Your offer should reach this office on or before 28-01-2019 up to 15.00 hrs. Part-I (Technical and Unpriced commercial Bid) shall be opened on same day at 15.30 hrs. in presence of either the bidder or their authorized representative. Parties who shall qualify in Techno commercial bid shall be intimated to attend on a future date & venue to keep them present in the opening of Price Bid.

The EMD of unsuccessful bidders shall be returned within 45 days of opening of the bid. If the bids are not submitted in separate sealed envelope, both found in one envelope or if price bid is found in techno- commercial bid and vice versa the bids will be rejected.

Offer received late due to postal or courier delay shall not be entertained. The bidder at their own interest should ensure delivery of the bid well in advance.

M/s OPGCL reserves the right to ask more credential/clarification during evaluation of Techno-commercial bid and reserves to extend the date of opening of techno commercial bid & price bid. M/s OPGCL reserves the right to accept, reject all or any bid & can split among the bidders without assigning any reason thereof.

NB: Intending bidders are requested to send their sealed bids through Speed Post/Registered Post.

Additional General Manager, Purchase



# Odisha Power Generation Corporation Limited IB Thermal Power Station

Bank MANDATE FORM for e-payment  
(To be submitted in Duplicate)

To.  
Odisha Power Generation Corporation Ltd.,  
Ib thermal power station, Banharpali, Odisha

Dear Sir,  
Sub:- Authorization for release of payment due from OPGC Ltd through e-mode facilities of RTGS / NEFT / Internet Banking.

We are the regular contractor/Supplier to your organization and are executing work /supplying materials under different Contracts/ Purchase Orders to OPGC Ltd. We request you to release the payment of the outstanding amount electronically i.e, through RTGS, NEFT, Fund Transfer or any other suitable way. The details of our bank account are as follows: -

(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of the Party: .....

2. Address of the Party .....

..... City ..... Pin

Code .....

E-mail ID .....

Permanent Account Number .....

Telephone/Cell No.....

3. Particulars of Bank :

Bank Name		Branch Name	
Branch Place		Branch City	
Pin code		Branch Code	
MICR No			
Account Type	Savings:	Current:	Cash Credit:
Account No. ( as appearing in the Cheque Book) :			
(9 Digits code number appearing on the MICR Bank of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account number)			
IFSC Code			

4. Date from which the mandate should be effective :

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold Odisha Power Generation Corporation Ltd responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through internet / RTGS / NEFT.

Place:

Date : Signature of the Party / Authorized Signatory

.....  
Certified that particulars furnished above are correct as per our records.

Bank's Stamp:

Date: (Signature of the Authorized Official from the Banks)



# Odisha Power Generation Corporation Limited IB Thermal Power Station

## PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(On Non-Judicial Stamp paper of Appropriate Value)

1.0 In consideration of OPGC Ltd. Having its registered office at Zone-A, 7<sup>th</sup> Floor, Fortune Tower, Chandrasekharapur, Bhubaneswar-751023, Odisha herein-in after called the "Owner" which expression shall unless repugnant to the subject or context include its successor & assignees) having awarded to M/s ..... with its Registered/Head office at..... here-in after referred to as the "Contractor" which expression shall unless repugnant to the subject or context include its successor, executors & assignees) a contract by issue of Owner's Letter of Intent No. .... dt. .... and the same having been unequivocally accepted by the contractor resulting in a contract bearing No. ....dated ..... valued at Rs.....for ..... and the contractor having agreed to provide a contract performance

(Scope of work)

Guarantee for the faithful performance of the entire contract equivalent Rs. .... 10% (ten percent) of the said value of the contract to the owner for satisfactory performance of the equipment/materials supplied (as detailed in the said agreement) during the Guarantee period (as detailed in the said agreement) and for the due fulfillment by the contractor(s) of the terms and conditions contained in the said agreement.

2.0 We .....(here-in after referred to as " the bank" having its' Head Office at .....do hereby guarantee and undertake to pay the owner, on demand any and all amount payable by the contractor not exceeding Rs. ....(Rupees.....) only as aforesaid at any time upto ..... (days/month/year)

3.0 We ..... do hereby undertake to pay the (Name of Bank) Amount due to and payable under this guarantee without any demur, reservation, contest, recourse or protest and/or without any reference to the contractor. Any such demand made by the owner on the Bank shall be conclusive and binding notwithstanding any difference between the owner and contractor or any dispute pending before any court, tribunal or any other authority. The bank undertakes not to revoke this guarantee during the currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the owner discharges this guarantee.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/suppliers shall have no claim against us for making such payment.

4.0 We ..... further agree that the guarantee herein (Name of Bank) contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all dues of OPGC have been fully paid and its claims satisfied or discharged until OPGC certifies that the terms & conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.



# Odisha Power Generation Corporation Limited IB Thermal Power Station

- 5.0 We ..... further agree with OPGC that OPGC  
(Name of Bank)  
have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the OPGC against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, postponement or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the OPGC or any indulgence by the OPGC to the said contractor(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.
- 6.0 This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the contractor(s)/suppliers(s).
- 7.0 Notwithstanding anything contained herein a)Our liability under this bank guarantee shall not exceed Rs..... [Rupees .....] b) This bank guarantee shall be valid upto ..... c) We are liable to pay the guaranteed amount or any part thereof under this B.G only and only if the beneficiary/Govt serves upon the bank a written claim or demand on or before .....
- 8.0 We .....lastly undertake not to revoke this guarantee during  
(Name of Bank)  
its currency except with the previous consent of the OPGC in writing.  
Dated the .....day of.....20.....
- 9.0 Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs..... (Rupees.....only) and this guarantee is valid upto ..... We shall be released and discharged from all liabilities hereunder unless a written claim for payment under this guarantee is lodged on us within three months from the date of expiry of the guarantee i.e on or before ..... Irrespective of whether or not the original guarantee is returned to us.  
The confirmation of this Bank Guarantee is available within our controlling office. The beneficiary in his own interest should obtain such confirmation from the controlling office at the following address

WITNESS with address	For and on behalf of (the Bank)
1. ....	Signature .....
2. ....	Name .....
	Designation .....
	Authorisation No. ....
	Seal of the Bank .....



# Odisha Power Generation Corporation Limited IB Thermal Power Station

PROFORMA FOR BANK GUARANTEE IN LIEU OF DD FOR EARNEST MONEY  
(On Non Judicial stamp paper of appropriate value)

Ref:

Date:

Bank Guarantee No.

To

Odisha Power Generation Corporation  
Ltd., Ib Thermal Power Station,  
At/Po- Banharpali,  
Dist-Jharsuguda-768234.

Dear Sir,

In consideration of Odisha Power Generation Corporation having its Registered office at 7<sup>th</sup> Floor, Zone – A, Fortune Towers, Chandrasekharpur, Bhubaneswar-751 023 (hereinafter called the "Owner" which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Tender Specification Against NIT No. \_\_\_\_\_ dt. \_\_\_\_\_

To

M/s \_\_\_\_\_ having its Registered / Head office at \_\_\_\_\_ (hereinafter called the Bidder) who wishes to participate in the said tender for and you, as a special favour, have agreed to accept an irrevocable and unconditional Bank Bid Guarantee for an amount of Rs. \_\_\_\_\_ valid up to \_\_\_\_\_. On behalf of the Bidder, as a condition for participation in the said tender.

We, the \_\_\_\_\_ Bank incorporated under \_\_\_\_\_ law and having one of our branches at \_\_\_\_\_ and having our Registered office/Head office at \_\_\_\_\_ do here by unconditionally and irrevocably guarantee and under take to pay to the " Owner" immediately on demand without any demur reservation, protest, contest and recourse to the extent of the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). Any such claim/demand made by the said "Owner" on us shall be conclusive and binding on us irrespective of any dispute or differences raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s \_\_\_\_\_ on whose behalf this guarantee is issued.

We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the owner in writing and agree that any change in the constitution of the said tenderer or the said Bank shall not discharge our liability. In witness where of the Bank, through its authorised officer, has set its hand and stamp on this

\_\_\_\_\_ day of \_\_\_\_\_ 20

Witness:

(Signature)

(Signature)

Name

Name

(Designation with Bank stamp)

Official Address

Attorney as per Power of Attorney

No.

Date :