



Odisha Power Generation Corporation Limited IB Thermal Power Station

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

Tel. 06645- 289315 / 289356, Fax: 06645- 289305.

E mail: manoj.mahapatra@opgc.co.in; bkmishra@opgc.co.in;

SAFE & CLEAN POWER IS OUR COMMITMENT

AN ISO-14001; OHSAS-18001 ORGANIZATION

Tender documents against
NIT No. - ITPS/ (Purchase)/2020-21/26(P) dt.05/02/2021

For supply of different structural steel items to IB Thermal Power Station.

Date for Issue of Tender Paper	16.02.21 to 09.03.21
Last Date of receipt of Bid	09.03.21 up to 15.00 hrs. at our office
Opening of techno commercial bid	09/03/2021 at 15.30 hrs
Opening of price bid	To be intimated later on
Cost of Tender Paper	Free of cost from the under mentioned office. May be downloaded from our website.
Earnest Money Deposit	Rs.45000.00 (Forty Five Thousand only)

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

GM (SCM)

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; 06645-289305/356; Telefax: (06645) 289 315 ,
Email: manoj.mahapatra@opgc.co.in; bkmishra@opgc.co.in

NOTICE INVITING TENDER

Sealed bids in Two bid system in the prescribed format are invited for supply of the following items to IB-Thermal Power Station, Banharpali as per the tender terms & conditions stipulated in the tender documents.

Tender No.	Description	Bid Sale / Issue date	Bid receipt / Opening	Bid Type
NIT No.- ITPS/ (Purchase)/2020-21/26(P) dt.05/02/2021	Supply of ERW Pipes to IBTPS	16.02.21 to 09.03.21	09.03.21/ 09.03.21	Two Bid

NB: (i) Time of submission/Receipt of bids: Up to 15:00Hrs, (ii) Time of opening of bids: 15:30Hrs.

Tender Document will be available free of cost as per schedule mentioned up to 17:00 Hrs. from the office of the GM (SCM), ITPS, Banharpali, Jharsuguda. Detailed NIT is also available at our website www.opgc.co.in. Any amendment and corrigendum to this NIT shall be posted in OPGC web page only.

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

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.

Firm has to give their consent to participate in Reverse Auction. Non acceptance to participate in reverse auction may lead to rejection of their Offer. The term and condition, rules and regulations for conducting the reverse auction is attached herewith this NIT.

Sd/-, GM(SCM),



Odisha Power Generation Corporation Limited

IB Thermal Power Station

NIT No.- ITPS/ (Purchase)/2020-21/26(P) dt.05/02/2021

Odisha Power Generation Corporation Limited (an ISO-14001: OSHAS-18001 and a leading dividend paying company in the state of Odisha) invites Sealed bids in **two parts (Techno-commercial Part-I & Price Bid)** in an envelope super scribing the tender No. from bonafide manufacturers/Authorised stockiest/dealers/distributor/ traders for supply of following items to 2 x 210 MW Ib. Thermal Power Station.

PART-I (TECHNO-COMMERCIAL BID)

QUALIFYING CRITERIA:

- (i) Vendor must be manufacturer/authorized stockiest/dealer/distributor/trader and shall submit valid documents in support of the same in the cases of stockiest/dealers/distributors/traders.
- (ii) Vendor shall submit requisite EMD either in the shape of DD/PBG in the format as prescribed/ through NEFT or RTGS.
- (iii) Bidder shall submit photo copy of PAN & GST registration certificate.

(A) SPECIFICATION:

MS ERW Pipe of different size & thickness as per specification given below conforming to IS – 1239/3589 standard shall be supplied. Specification and grade of items are as follows at Annexure-I.

:- ANNEXURE-I:-

Sl. No.	Item Description	Specification	Qty.
1	MS Erw pipe 350 NB, 9.5 mm thick	MS Erw pipe 350 NB, 9.5 mm thick	1000 Mtr

Make – M/S SAIL/JINDAL/TATA

Quantity tolerance shall be allowed + / - 05 % in mtr

NOTE: Vendors are requested to supply above said pipes minimum five to six meter in length per piece.

(B) Terms & Conditions of Supply

01. Quality: The material to be supplied should be new, free from all flaws, good finish and should be as per technical specification.
02. Quantity: The quantity indicated is provisional and subject to change at the time of order.
03. Price: The net price offered shall be on the basis of delivery F.O.R, Ib Thermal Power Station site (our site). Packing, forwarding, freight & insurance shall be shown separately. Loading will be done by vendor and unloading will be done by OPGC.
04. Taxes & Duties: GST & other statutory levies should be separately indicated.
05. Despatch: The consignment shall be despatched to Ib Thermal Power Station to the consignee on door delivery and freight paid basis after necessary inspection and despatch instruction by OPGC Engineer.
06. Validity: The price quoted should remain valid for a period of 90 days w.e.f. date of opening of Bid.
07. Delivery: Delivery of the materials shall be completed within 30 days from the date of issue of LOI/PO.
08. Standard: The material to be supplied shall be strictly as per relevant IS. The supplier must fulfil all the statutory requirements.
09. Testing: Metallurgical Test Report from govt. Approved /OEM laboratory to be submitted along with the supply. OPGCL may incorporate any other testing or inspection if required at your cost.



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10.EMD: EMD in shape of DD payable on State Bank of India (Code No. 9510)/Central Bank of India, IB Thermal Power Station, Banharpali (Code No. 0283899/ Andhra Bank, Adapada (Code-0662), Ib Thermal Power Station, Banharpali, Jharsuguda in favour of Orissa Power Generation Corporation Limited. Otherwise you can submit directly in our company name – Odisha Power Generation Corporation Limited, Banharpali. Account number of State Bank of India - 10765789090(Code No. 9510). Account number of Central Bank of India – 2062780721. Account number of Andhra Bank, Adapada - 066211011000005 (Code-0662). Offer may not be considered without EMD.

NB: Vendor must mention EMD towards TE No. - NIT No.- ITPS/ (Purchase)/2020-21/26(P) dt.05/02/2020 while making the NEFT/RTGS. Vendor must furnish their Bank details with cancelled Bank Cheque, PAN number, GST Number, UTR Number and also the name of Bank and A/c No. of OPGC to which the EMD amount is credited for easy tracking of the deposits. PBG in lieu of EMD as per the format at ANNEXURE-III shall be acceptable.

Refund of EMD amount to the Unsuccessful bidders will be done within 30 days of issuance of Purchase Order for the tender.

11. Security Deposit: EMD of the successful bidder will be converted into Security Deposit. Security deposit shall be released after supply is completed successfully. However the successful MSME/SSI/NSIC bidder have to submit the security deposit immediately within 07 days of issue of the Purchase Order and will be returned after the supply of the material.
12. Payment: 100% payment will be released within 30 days of receipt & acceptance of material at site our against submission of bills & other relevant documents.
13. Guarantee: The merchantability & fitness of the material, chemical composition and performance should be guaranteed against any manufacturing defect for a period of 12 months from the date of use or 18 months from the date of supply whichever is earlier.
14. Material test certificate produced by manufacturer shall be provided by the supplier along with the supply of materials.
15. Tax Document: Bidders shall be required to furnish the Photocopy of valid PAN & GST registration certificate.
16. Company price list and recent PO copies of other customer in support of price justification shall be submitted along with offer.
17. Valid authorization certificate must be enclosed along with offer in case of dealer / distributor / stockiest.
18. Bank Mandate form to be submitted to make your payment through RTGS/ NEFT.
19. Penalty: If the materials shall not be delivered within stipulated date, penalty @0.5% of the value of the material not delivered per week of delay or part thereof, subject to maximum 5% of total value, shall be deducted. In case the materials are not supplied as per schedule M/s OPGCL reserves the right to procure from open market and recover the extra expenditure incurred from you. In case where delivery schedule is not adhered to and there are increase in GST, ED and Sales Tax and impose of new duties after scheduled delivery period you shall bear the impact of those levies.
20. Loading: Loading of different factor of commercial terms will be done if the offer is not submitted in line with our tender.
21. Deviations: Deviations from the tender details to be clearly mentioned or else it will be assumed that the parameters in the tender enquiry are accepted.
22. **. Bidders are to give their acceptance for participating in Reverse Auction for finalization of price bid for placement of order based on Reverse Auction/Sealed Price Bid/ combination of both Reverse Auction and Sealed Price Bid. [NB: OPGC reserves the right to go for reverse auction instead of opening sealed envelope price bid submitted by the bidder. This will be decided after techno-commercial evaluation of the bids and only the technically qualified bidders shall be eligible for participating in the Reverse Auction as per the terms & conditions there in at Annexure for “RULES AND REGULATIONS**



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OF THE E-REVERSE AUCTION".] Non acceptance to participate in Reverse Auction may result in non-acceptance of bids in the event of OPGC decides to go for Reverse Auction (E-RA). In the event of such decision, the bidders shall have to deposit requisite non-refundable Transaction Fees for e-Reverse Auction to the account of MSTC Limited directly.

The non-refundable **Transaction Fees towards e-Reverse Auction** as mentioned above shall be deposited by all Techno-Commercially qualified bidders directly to the account of MSTC before E-RA launch schedule. The date of conduct of E-RA shall be intimated in later stage to Techno Commercially qualified bidders via e-mail. Before participation in e-Reverse Auction, the bidder has to register in MSTC e-Procurement Portal well in advance and submit the E-RA fee amounting to the value intimated by M/s. MSTC Limited.

NB: Reverse Auction shall be conducted through M/s MSTC, Bhubaneswar / Visakhapatnam

GM, SCM

NIT GENERAL TERMS & CONDITIONS

1. Sealed Tender is invited for the supply of articles as per details overleaf addressed to the "General Manager-SCM, OPGCL- IB Thermal Power Station invariably giving on the cover Tender Notice No., Name of the Articles, the date of opening and EMD details.
2. 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.
3. 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. If in any case the bid opening date is declared a public holiday or falls on PH the bid shall be opened on the next working day.
4. Tenders with a Validity of Less than 90 days are liable to be rejected/ or have lesser preference than those adhered the tender conditions.
5. The net price offered shall be on the basis of delivery F.O.R, Ib Thermal Power Station site including GST, packing, forwarding, freight, insurance, entry tax and third party inspection charges etc. if any. Packing should be made in transport worth packing to avoid any transit damage and should be clean and free from foreign materials. Special care for flammable and breakable items to be taken. Actual percentage of GST to be charged should be distinctly shown along with price quoted so that any change during the contract period by Govt. & statutory authority as applicable can be adjusted. Where it is not mentioned claims for payment of GST shall not be entertained on any ground.
6. GST registration number / PAN number must be indicated and submitted the supporting documents.
7. Illustrated pamphlet/leaflet and drawing indication technical details/Year of manufacture, Maker's Name, Country of Origin etc. must be enclosed with tender.
8. Special attention of the tender is invited about the receipt of tender in time. Tenders received after the stipulated date and time due to any reason whatsoever shall not be considered. Bidders are requested to see that the tenders are delivered in the office before the prescribed date and time.
9. 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.
10. **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.**
11. The time given for delivery or dispatch shall commence from the date of receipt of the purchase order. The bidder should be able to complete delivery as per the delivery schedule of purchase order. LD shall be applicable @0.5% per week or part of a week subject to maximum of 5% of the undelivered materials for the delayed period. Further

the failure to deliver or dispatch the stores or any consignment within the period prescribed for delivery or dispatch the purchaser shall be entitled to withhold payment until the whole of the stores have been supplied. Also it is at the option of the Purchaser to purchase the materials from other at the risk of the contractor the store of any consignment thereof which the contractor has failed to deliver or dispatch and the differential amount shall be recovered from the vendor. The purchaser has also at the option to cancel the contract if delay in delivery occurs 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. In case where delivery schedule is not adhered to and there is an increase in GST and impose of new duties after scheduled delivery period you shall bear the impact of those levies.

12. The bidders must note that the requisite amount of earnest money must be paid in any one of the following form. Bank Guarantee from a Nationalized Bank and operative till 03 months over and above the validity of the offer. The earnest money will be liable to be forfeited on revocation of the quotation expire of refused to enter into a contract after the award is made to the tender.
13. Small scale industries/National Small Scale Industries Corporation shall be exempted from payment Earnest Money Deposit/Security Deposit/Tender Fee/Tenderers seeking exemption should enclose a photocopy of valid registration certificate with NSIC.
14. 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 Banharpali.
15. Payment shall be as per the NIT mentioned earlier. Bank charges always borne by the vendor.
16. Wherever samples are asked from bidders the same shall be submitted freight paid basis only 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.
17. Printed Terms and Conditions on letter heads or Quotation form of tenderers shall not be applicable.
18. Tendering firms are advised to quote as per our serials number specified in tender notice.
19. 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.
20. Price discount if any should be typed both in words as well as in figure without any over typing. 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.
21. Quality of materials to be supplied should be brand new, free from all flaws, good finish and should be as per technical specification and relevant to IS specification. Only asbestos free material and Eco friendly materials are to be offered and to be supplied. As a commitment use of asbestos material, recycled plastic carry bags and containers are



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- banned. Pre-dispatch inspection if any shall be carried out before dispatch at the vendor premises.
22. Wherever I.S. is available please quote as per I.S. only, otherwise quote the brand name. In case of items of specific make, only manufacturers and their accredited agents/stockiest/ authorized dealers are entitled to quote. For this they should submit an attested copy of the printed price list along with tender.
23. The material supplied shall be guaranteed for any manufacturing defect or bad workmanship for a period of 18months + 03 months from the date of supply.
24. These terms and conditions shall form a part of the contract. The contract besides shall also be exclusively governed by our standard conditions of contract prescribed by OPGCL. No other terms and conditions whatsoever will be applicable in this contract.
25. All disputes or differences arising shall be subject to the exclusive jurisdiction of court within the limit of Jharsuguda.
26. 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.
27. Litigation: All expenses and cost in connection with litigation, if any, will be to vendor account.
28. (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 factors to be used for loading are as mentioned below (if not mentioned specifically in the offer).

P&F charges	Nil
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 30days.) 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.



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- (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)
Goods & Service Tax (GST) on (Basic + P&F)
Freight on (Basic + P&F + GST)
Insurance on (Basic + P&F + GST + Freight)
Payment Terms Loading on (Basic + P&F + GST + Freight + Insurance)
In case on variable prices, Variable excise duty etc. 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.
- (f) In case of the bidder stipulates Goods & Service Tax (GST) as applicable at the time of dispatch & specifies the present rate of Goods & Service Tax (GST) in such case the offer shall be evaluated considering the maximum rate of GST applicable for the product as per the Govt. Of India or as evident from the other bids received in the tender.
However, the liability of OPGCL shall be as per actual Goods & Service Tax (GST) at the time of dispatch, subject to production of Goods & Service Tax (GST) invoice. Further the rate of Goods & Service Tax (GST) shall be restricted to as applicable within the contractual delivery period only. Increase in Goods & Service Tax (GST) rate in any due delay in supply beyond the contractual delivery period shall not be payable by OPGCL. However the benefit of any decrease in Goods & Service Tax (GST) shall be passed on to OPGCL. In case bidders quote with Fixed Rate of GST the offer shall be evaluated accordingly. This will be subject to submission of GST invoice copy for having actually paid the GST or otherwise but claim for any upward revision will not be accepted at a later stage.
- (Adverse loading in each factor to be done for comparison purposes, in case vender has not mentioned specifically. However, for placement of order, the lowest/beneficial terms will be indicated.)



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

NIT No.ITPS/Purchase)/2020-21/26(P) dt.05/02/2021

Sl. No.	Techno Commercial Points	OPGCL Needs	To be filled by the bidder
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	Bidder is a ISO 9001/ ISO 14001 firm	Yes/ No.	
4	All Tests to be carried out as per the bid document	Yes/ No.	
5	Bidder has to submit requisite EMD either in shape of DD payable on State Bank of India (Code No. 9510) Banharpali/Central Bank of India, IB Thermal Power Station (Code-3899)/ Andhra Bank, Adapada, (Code-0662), Ib Thermal Power Station, Banharpali, Jharsuguda in favour of Odisha Power Generation Corporation Limited.	Submitted/Not submitted details to be mention	
6	Price Basis	FOR Destination Ib Thermal Power Station. Parties offering FOR Ex. Works please give the place of works.	
7	Packing & Forwarding charges % or Rs..... in Lumpsum Inclusive/ Exclusive.	
8	GST % Inclusive/ Extra/Not applicable.	
09	Transportation Cost	Rs.---- per No./Lump sum. As extra/Inclusive	
10	Transit Insurance % extra/inclusive	
11	Delivery Schedule	30 days Accepted/ Not Accepted	
12	Validity of offer	90 days from the due date of opening date of the Part-1 bid.(Techno Commercial). Accepted/ Not accepted.	
13	Liquidated damage clause is applicable if delivery is delayed beyond quoted	Accepted/ not accepted. Non acceptance shall	



Odisha Power Generation Corporation Limited

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	delivery date @0.5% per week/part of week subject to 5%of PO value.	lead to loading of your Offer by 5%.	
14	Submission of security deposit	Accepted/Not accepted	
15	100% payment will be released within 30 days of receipt & acceptance of material at site our against submission of bills & other relevant documents.	Accepted/ Not accepted.(in case non acceptance loading shall be done)	
16	Acceptance of part order quantity	Yes/ No	
17	Packing material as per OPGCL term to use non asbestos and environmentally friendly material.	Yes/ No	
18	Payment to be made through RTGS mode	Accepted/ Not accepted.	
19	All Bank charges to vendor account	Accepted/ Not accepted.	
20	Tender Notice NIT General Terms & Conditions	Accepted/ Not accepted.	
21	Acceptance to guarantee clause / Test certificate	Accepted/ Not accepted.	
22	Price escalation clause and formula	Submitted/ Not submitted	
23	List of Deviation statement from tender norms.	Submitted/ Not submitted	
24	Confirmation to participate in Reverse Auction	Confirm/ Not Confirmed(Non confirmation to participate in reverse auction may lead to rejection of your offer)	

Authorised Signatory:

Name of the firm:

Designation:

Company Seal:

Place & Date.



Odisha Power Generation Corporation Limited
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PART-II (PRICE BID)

Part-II is the Price Bid only which should contain the price & details of breakup of the trade discount, Packing, forwarding, GST, freight, insurance. Supervision and Installation Charges, Third party inspection charges etc.

PROFORMA FOR SUMMARY QUOTATION for Price Bid(Part-II)

BIDDERS REF.:

DATE:

Sl. No.	Description of the materials Equipment Service Item wise	Unit of Measurement	Qty. offered	Unit Rate	Price Basis	Packing & Forwarding charges	GST		Estimated freight/Specify mode of transport	Transit Insurance (specify rate	Total price F.O.R. Destination
	Refer technical details in Annexure-I										

(a) Deviation in tech. Specification- YES OR NO/ if yes details of the same.

(b) Deviation in commercial Terms & conditions- YES OR 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)/2020-21/26(P) dt.05/02/2021

Your offer should reach this office on or before 09.03.2021 up to 15.00 hrs. Bid shall be opened on the same day i.e. 09.03.2021 at 15.30 hrs in presence of either the bidder or their authorized representative.

The EMD of unsuccessful bidders shall be returned within 30 days of order placement. Bids not submitted in sealed envelope are liable to be rejected. E-Mail offer is not acceptable to us.

Offers received late due to postal or courier delay shall not be entertained. The bidders at their own interest should ensure delivery of the bid well in advance. If the bid opening date falls on declared Holiday, the bid shall be opened in the next working day at the same time.

Bidders are requested to send their seal bid through register post or speed post in our address. Any bidders chose to send their bid through courier; they are requested to send through postal service/DTDC Couriers or submit by hand directly.

M/s OPGCL reserves the right to accept, reject all or any bid & can split among the bidders without assigning any reason thereof.

GM,SCM



Odisha Power Generation Corporation Limited

IB Thermal Power Station

:- ANNEURE-II:-

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 up dation 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



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IB Thermal Power Station

:- ANNEXURE-III:-

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 7th.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)

Name

(Signature)

Name

(Designation with Bank stamp)

Official Address

Attorney as per Power of Attorney

No. _____

Date _____



Odisha Power Generation Corporation Limited

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:- ANNEURE-IV:-

FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

(On Non-Judicial Stamp Paper of appropriate value)

(Applicable to Bid value more than Rs.25 lakh only)

To

Odisha Power Generation Corporation Ltd.,
Ib Thermal Power Station,
At/Po-Banharpali,
Dist-Jharsuguda-768 234.

1. In consideration of the Odisha Power Generation Corporation Ltd. (Ib Thermal Power Station) having registered office at 7th.Floor, Module – A, Fortune Towers, Chandrasekharpur, Bhubaneswar-751 023 (hereinafter called the “Owner / OPGC” which expression shall unless repugnant to the subject or context include its administrators successors and assigns) having agreed to the price, terms and conditions of Tender and Letter of Intent bearing no. _____ dated _____ issued which has been unequivocally accepted by the Contractor M/s _____ for the work of _____ (hereinafter called the said contract) to accept a performance Guarantee as herein provided for Rs. _____ (Rupees _____ only) from a Nationalized bank in lieu of the security deposit to be made by the contractor or in lieu of the deduction to be made from the contractor’s bills, for the due fulfilment of the terms and conditions contained in the said contract by the said contractor, We the _____ Bank (hereinafter referred to as “the said Bank” and having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified OPGC from time to time to the extent of Rs. _____ (Rupees _____ only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by OPGC by reason of any breach or breaches by the said Contractor of any of the terms and conditions contained in the said contract and to unconditionally pay the amount claimed by OPGC on demand and without demur to the extent aforesaid.
2. We _____ Bank, further agree that OPGC shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by OPGC on account thereof and the decision of OPGC that the said contractor has Committed such breach or breaches and as to the amount or amount of loss, damage, costs charges and expenses caused to or suffered by or that may be caused to or suffered by OPGC from time to time shall be final and binding on us.
3. We the said Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till all the dues of OPGC under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully and properly carried out by the said contractor and accordingly discharges this Guarantee, subject, however, that OPGC shall have no claim under the Guarantee after 90 (Ninety) days from the date of expiry of the Defects Liability period as provided in the said Contract i.e. (Date) or from the date of cancellation of the said contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.
4. OPGC shall have the full liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity, from time to time to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor or to postpone for any time



Odisha Power Generation Corporation Limited IB Thermal Power Station

and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract and either securities available to OPGC and the said Bank shall not be released from its liability under these presents by any exercise by OPGC or of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of OPGC or any indulgence by OPGC to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing the Bank from its such liability.

5. It shall not be necessary for OPGC to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security, which OPGC may have retained or obtained from the Contractor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the prior consent of OPGC in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder. If any further extension of this Guarantee is required the same shall be extended to such required periods on receiving instructions from M/s _____ on whose behalf this guarantee is issued.

In presence of

WITNESS For and on behalf of (Bank)

1.

Signature _____

2. Name & Designation _____

Authorisation No. _____

Date and Place _____

Bank's Seal _____

NOTES:

FOR PROPRIETARY CONCERNS:

Shri _____ S/o _____ resident _____ of _____ carrying on business under the name and style of _____ at _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

Section 1.01 FOR PARTNERSHIP CONCERNS

M/s _____ a partnership firm with its office _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include their heirs, executors, administrators and legal representatives); the names of their partners being (I) Shri _____ S/o _____ (II) Shri _____ S/o _____ etc.

Section 1.02

Section 1.03 FOR COMPANIES

M/s _____ a company registered under the Companies Act, 1956 and Contractor" which expression shall unless the context requires otherwise include its administrators, successors and assigns).

Rules and Regulations of the e-Reverse Auction

Buyer's Name/Owner	Ib Thermal Power Station (A Unit of Odisha Power Generation Corporation Limited)
Auction To Be Conducted By	MSTC Limited
Name of the work	Supply OF ER WPipe as per Specification
Reference	NIT No. ITPS/ (Purchase)/2020-21/26(P)
Date & Time Of Auction	Auction Date: [To be intimated later] Online e-Reverse Auction Time : [To be intimated later] URL: www.mstcecommerce.com/eprochome/opgc
Special Instructions	Bidding in the last minutes and seconds should be avoided in the bidders own interest. Neither the Service Provider nor OPGC will be responsible for any lapses /failure on the part of the vendor, in such cases.
Auto Extension of Closing Time	5 minutes NB: If any bidder quotes 5 minutes before closing time, the closing time will be extended automatically for another 05 minutes and so on till 05 minutes idle time between the bids.
Decremental Value	Minimum decrement is to be intimated later
Start Price	The start price shall be confirmed before start of the e-RA by OPGC.

1. For the proposed e-Reverse Auction, techno-commercially qualified bidders only shall be eligible to participate.
2. Bidders must be a registered user to bid for Buyer ("OPGC") in MSTC portal www.mstcecommerce.com/eprochome/opgc. Bidders need to have their Login ID and Password prior to e-Reverse Auction.
3. Bidders have to participate as per the e-Reverse Auction time and date communicated to them & based upon e-Reverse Auction invitation for particular Auction.
4. Quotation once submitted through e-Reverse Auction cannot be withdrawn /deleted. Otherwise, the EMD submitted by the bidder shall stand forfeited.
5. Buyer reserves the right to ban the bidder from participating in e-Reverse Auction without any explanation/reason at any stage of e-Reverse Auction.
6. Buyer reserves the rights to extend / cancel the e-Reverse Auction.
7. E-Reverse Auction shall be conducted in Indian Rupees only.
8. All prices submitted by Bidder in e-Reverse Auction shall be as per Tender's Terms & Conditions.
9. Validity of bids: As mentioned in Tender Document.
10. Written Confirmation shall be taken in advance regarding participation in the e-Reverse Auction to buyer along with the Authorized person name and details.
11. Buyer reserves the right to award the Purchase Order / Service Order as per buyer's discretion irrespective of Live Auction Rank.



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12. Buyer reserves the right to repeat the e-Reverse Auction of same package.
13. **The manual price bids submitted by techno-commercial qualified bidders shall open before reverse auction. After opening of manual price bid E-RA shall be conducted. After completion of e-Reverse Auction, the lowest evaluated bid of all the bids submitted in manual and e-Reverse Auction process shall be considered for award of the Purchase order / Work order.**
14. The bidders shall quote from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.
15. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, OPGC at its own discretion shall debar the bidder from the e-Reverse Auction/Tender and future participation also.
16. OPGC reserves the right to cancel the e-Reverse Auction process/ tender at any time, before ordering, without assigning any reason and may go for finalization based upon manual opening of price bids as per standard practice.
17. OPGC shall not be liable for any interruption or delay in accessing the MSTC portal irrespective of any cause. In such cases, the decision of OPGC shall be binding on the bidders.
18. Other terms and conditions shall be as per NIT, bidder's techno-commercial Bid and other latest correspondences/ final confirmations, (if any) against the NIT.
19. If any item is not quoted by a bidder, the maximum price quoted by the other participated bidders for that item shall be considered for arriving evaluated price of that bidder.
20. The total L1 Price obtained through e-Reverse Auction shall be proportionately distributed among each line item in line with the price quoted and evaluated in the hard copy price bid.
21. The price quoted in e-Reverse Auction is the total price for all the items and quantity as per Price Schedule of NIT irrespective of any omission by the bidder in the hard copy price bid.
22. In case, the L1 Bidder in e-Reverse Auction and manual Tender happens to be the same bidder, then minimum price among both shall be considered as L1. If the bidder disagrees to accept the said condition, then his EMD shall be forfeited. Apart from this the bidder will be debarred from participating in future e-Reverse Auction/Tender of OPGC.
23. Each Bidder shall get the final loading factor (%age of the quoted price) from OPGC before e-Reverse Auction for the deviations, if any, taken by them in the techno-commercial bid.

UNDERTAKING

I hereby undertake that I agree to the **"Rules and Regulations of the e-Reverse Auction"** mentioned herein.

Signature:

Name:

Date:

Company Name:

Seal: