

ODISHA POWER GENERATION CORPORATION LIMITED IB THERMAL POWER STATION UNIT # 1&2 & #3&4 At/PO: BANHARPALI, DIST: JHARSUGUDA - 768 234 (ODISHA)

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NOTICE INVITING TENDER

NIT No. ITPS/(Pur)/21-22/04(P)

Separate Sealed bids in the prescribed format are invited from bona fide and financially sound reputed Agencies / Registered Firms/Companies for supply of following materials at 2X660 MW & 2X210MW IB Thermal Power Station, Banaharpali.

S	Material Description	Tender Cost (Rs.)	EMD (Rs.)	Contract Period	Sale/Issue of Tender document	Date of receipt & submission /Opening of technical Bid
1.	"Supply of Non Ferric Alum for water treatment plant (Two Parts)	Not Applicable	13,500.00	01 year	25/05/2021 to 08/06/2021 (Hard & Soft copy only)	Up to 3:00 PM on 14/06/2021 3:30 PM onwards on 14/06/2021

^{*} Date of Opening of Techno commercial Bid(Part1):14.06.2021 at 15.30 Hrs.

NB: a) Bidders having the requisite qualifying requirements specified in the bid document shall only be considered for the work.

- b) Further please note to submit your offer considering GST provision and its related input tax credit benefits to be passed on to OPGC
- c) Chemicals shall be required in staggered manner as per our required consumption pattern and storage capacity F.O.R. site Basis.
- d) OPGC shall inform about delivery of chemicals 10-12 days in advance to supply at site

Note: Before Submission of bid please ensure proper documentation is made as mentioned in the bid. Tender Document will be available free of cost as per schedule during working hours from the office of the GM (SCM), ITPS, Banharpalli, Jharsuguda. Tender Documents can also be down loaded from our web site www.opgc.co.in

Complete and signed sealed bids in hard copy form only shall be received at Office of GM(SCM), ITPS. Bids shall be opened at Resource Centre, Purchase department, ITPS in the presence of the bidders or their authorized representatives, if present at the time of opening. If the last date of issue / receipt / opening happens to be a HOLIDAY/office closed, the tender will be issued/ received / opened at the respective time on the next working day. The photocopies of all the supporting documents required for participating in the tender mentioned in NIT/Tender paper shall be submitted along with the bid; otherwise the bid is liable for rejection. Bids without EMD will be rejected outright.

Bids received after stipulated date & time shall not be entertained. OPGC shall not take any liability on account of any postal/courier delay. OPGC reserves the right to accept / reject any or all tenders, seek additional clarifications, split up the scope among eligible bidders or cancel the tender altogether without assigning any reasons thereof.

N.B: For further details & downloading of Tender documents, please visit our web site www.opgc.co.in.

<u>Important:</u> Agenda/Corrigenda/ Extensions, if any, will be notified on the OPGC website only and will not be published in any other media. Bidders are requested to visit our website regularly for any amendment of the present bid till finalization of bidding process.

Sd/- GM- SCM

SAFE & CLEAN POWER IS OUR COMMITMENT

Date: 20/05/2021

^{*}Date of Opening of Price Bid (Part 11) shall be intimated.



INFORMATION TO BIDDERS

ODISHA POWER GENERATION CORPORATION LIMITED ("OPGC" OR "OWNER") AN ISO 14001 & OHSAS ORGANIZATION AND COMMITTED TO THE SAFETY HEALTH **ENVIRONMENT INCORPORATED UNDER THE COMPANIES ACT 1956, INDIA. OPGC** STARTED AS A WHOLLY OWNED COMPANY OF THE GOVERNMENT OF ODISHA (THE "GOO") WITH THE OBJECTIVE OF ESTABLISHING, OPERATING & MAINTAINING LARGE THERMAL POWER GENERATING STATIONS. IN THE PURSUIT OF ITS OBJECTIVE, OPGC ESTABLISHED IB THERMAL POWER STATION ("ITPS") WITH TWO UNITS OF 210 MW EACH IN THE IB VALLEY AREA OF JHARSUGUDA DISTRICT IN THE STATE OF ODISHA (UNITS 1 & 2)-PHASE-I. THE POWER PLANT COMMENCED THE COMMERCIAL OPERATION IN 1996.THE ENTIRE GENERATION FROM THESE UNITS IS CONTRACTED TO GRIDCO, THE STATE OWNED COMPANY, ON THE BASIS OF A LONG-TERM POWER PURCHASE AGREEMENT. AS PART OF ITS CAPACITY ADDITION PROGRAM, OPGC ESTABLISHED TWO ADDITIONAL UNITS OF 2 X 660 MW, BASED ON SUPERCRITICAL TECHNOLOGY, ADJACENT TO THE EXISTING POWER STATION AT THE SAME LOCATION. THE PLANT SITE IS ABOUT 17 KMS. FROM BELPAHAR RAILWAY STATION AND 40 KMS. FROM JHARSUGUDA RLY. STATION ON S.E. RLY. ON THE MUMBAI- HOWRAH MAIN LINE.

- 1) THE BIDS COMPLETE IN ALL RESPECT MUST BE SUBMITTED IN A SEALED ENVELOPE SUPER SCRIBED WITH TENDER ENQUIRY NUMBER, NAME OF THE WORK AND DUE DATE OF OPENING. THE BID DOCUMENTS ARE NOT TRANSFERABLE. THE BIDDER MUST SUBMIT THE FOLLOWING ALONG WITH THE BID:
 - a) EMD OF REQUISITE AMOUNT AS PER NIT SHALL BE PUT IN A SEALED ENVELOPE SEPARATELY. BID WITHOUT EMD WILL BE REJECTED OUTRIGHT.
 - b) PHOTOCOPIES OF REGISTRATION CERTIFICATE, INCOME TAX PAN AND GSTN.
 - c) BID DOCUMENTS DULY SIGNED & STAMPED IN ALL PAGES AS A TOKEN OF ACCEPTANCE.
 - D) ORIGINAL PRICE BID DULY FILLED IN, SIGNED & STAMPED ON EACH PAGE SHALL BE SUBMITTED. ANY PRICE BREAKUP (IF REQUIRED) MUST BE SUBMITTED SEPARATELY. THE RATES OFFERED BY THE BIDDER SHALL BE CLEARLY WRITTEN IN ENGLISH (CLEARLY HAND WRITTEN OR TYPED) BOTH IN WORDS AND FIGURES AND SHALL BE FREE FROM ANY ABERRATIONS, DELETIONS, CORRECTIONS AND OVERWRITING. IN CASE OF ANY ILLEGIBILITY OF THE OFFER SUBMITTED BY BIDDER THE INTERPRETATION BY OPGC SHALL BE FINAL AND BINDING ON THE BIDDER. INSERTION, POSTSCRIPT, ADDITION AND ALTERATION SHALL NOT BE ACCEPTED AFTER SUBMISSION OF THE BID.

NOTE: TENDERS SUBMITTED WITHOUT THE ABOVE REQUIREMENTS SHALL BE LIABLE FOR REJECTION.

- 2) BIDDERS ARE ADVISED TO SUBMIT THE TENDER BASED STRICTLY ON THE TERMS AND CONDITIONS AND SPECIFICATIONS CONTAINED IN THE TENDER DOCUMENTS AND NOT STIPULATE ANY DEVIATIONS IN NORMAL CASE.
- 3) OPGC WILL AWARD THE CONTRACT TO THE SUCCESSFUL BIDDER WHOSE BID HAS BEEN FOUND THE EVALUATED LOWEST I.E. ON L-1 BASIS.
- 4) OPGC RESERVES THE RIGHT TO EVALUATE THE QUOTATION ON SUCH DEVIATIONS HAVING FINANCIAL IMPLICATIONS BY ADDING THE COST DETERMINED BY OPGC.
- 5) WHEREVER IT IS MENTIONED IN THE SPECIFICATION THAT THE CONTRACTOR SHALL PERFORM CERTAIN WORK OR PROVIDE CERTAIN FACILITIES, IT IS UNDERSTOOD THAT THE CONTRACTOR SHALL DO SO AT HIS COST.
- 6) BEFORE QUOTING THE RATES THE BIDDER SHOULD GO THROUGH THE SPECIFICATIONS, SCOPE OF WORK, SPECIAL CONDITION OF CONTRACTS ETC. AND GET HIMSELF FULLY CONVERSANT WITH THEM.
- 7) THE DETAILS OF ITEMS IN THE PRICE SCHEDULE SHALL BE READ IN CONJUNCTION WITH THE CORRESPONDING TECHNICAL SPECIFICATIONS. ITEMS OF WORK PROVIDED IN THE PRICE SCHEDULE BUT NOT COVERED IN THE TECHNICAL SPECIFICATIONS SHALL BE EXECUTED STRICTLY AS PER INSTRUCTIONS OF ENGINEER IN CHARGE.
- 8) THE BIDDERS SHALL QUOTE RATES INCLUSIVE OF THE COMPLETE COST TOWARDS CONSUMABLES, TOOLS AND TACKLES, EQUIPMENTS, LABOUR, LEVIES, TAXES AND DUTIES IF ANY, ALL SAFETY PPE'S AS PER OPGC NORMS TO ALL WORKMEN, RECTIFICATION, MAINTENANCE TILL HANDING OVER, SUPERVISION OVERHEADS, PROFITS AND ALL INCIDENTAL CHARGES NOT SPECIFICALLY MENTIONED BUT REASONABLY IMPLIED AND NECESSARY TO COMPLETE THE WORK ACCORDING TO CONTRACT.
- 9) OPGC RESERVES THE RIGHTS OF ACCEPTING THE WHOLE OR ANY PART OF THE TENDER AND BIDDER SHALL BE BOUND TO PERFORM THE SAME AT THEIR QUOTED RATES.

Note:

- Item wise HSN Code with GST rate applicable to be indicated in the offer
- Further please note to submit your offer considering GST provision and its related input tax credit benefits to be passed on to OPGC
- Dealer/ Distributor/Channel Partner should enclose valid authorization certificate from principal manufacturer.
- Vendors are requested to kindly furnish your PAN, GST No.
- Tender Specification/Make for Supply of aforementioned items shall be as per the tender specification & BOQ.
- Bidders has to follow the general instruction while submitting the price bid.

- Bank Mandate form to be submitted to make your payment through RTGS/NET.
- Vendors are requested to send their sealed offer subscribing the tender number, date and due date on the envelope. Mail offer may not consider at the time of price opening.
- The Tender shall be accompanied by Earnest Money (EMD)@Rs.13,500.00. The
 Earnest Money offered shall be in shape of Demand Draft/Pay Order/Bank Guarantee
 (BG as per attached format & shall be valid for 06 months) in favor of ODISHA Power
 Generation Corporation Ltd. drawn on State Bank of India (Code-9510) / Andhra Bank
 (Code-0662) / Central Bank of India (Code-283899).
- All Micro & Small Enterprises (MSEs) who are registered with DIC/KVIC/KVIB/Coir Board/NSIC/DHH/ Udyog Aadhar Memorandum are eligible to get the benefit of exemption from payment of EMD & Tender cost and to get the exemption, the participating bidders have to obtain/register as MSME for the specific service/supply of goods/both.
- To get the exemption of EMDs & tender fee, the party has to make an application to the head of supply chain management (SCM) who is conducting tendering process along with proof of documents regarding eligibility of the exemption at least 2 days before the last day of bid submission. The HOD after due examination will allow to participate without submission of EMD& tender fee & the same has to be communicated to bidder in writing.
- The Earnest Money of all unsuccessful Bidders will be returned within thirty (30) days after the award of the Contract.
- Any Tender not accompanied with Earnest Money in accordance with aforesaid provisions shall be rejected by the Owner as non-responsive Bid.
- No interest will be payable by the Owner on the said amount covered under Earnest Money / other security deposits.
- On finalization of Tender, Earnest Money deposited in form of DD of successful Bidder will be treated as part of the initial security at the option of the said Contractor or shall be returned to the successful bidder at his option.
- A Bidder shall submit the Tender which satisfies each and every condition laid down in this notice and other tender documents, failing which the Tender will be liable to be rejected.
- The ODISHA Power Generation Corporation Ltd. do not bind themselves to accept the lowest or any tender or to give any reasons for their decision. The Owner reserves the right to allow the Public Sector Undertakings price preference facilities as admissible under existing Govt. policy. The prospective Bidders may apprise themselves of the relevant Govt. notification in this regard before submission of their bid. The ODISHA Power Generation Corporation Ltd. reserves the right of accepting the whole or any part of the Tender or split the total scope of work among eligible Bidders and Bidder (s) shall be bound to perform the same at his/their quoted rates.
- OPGC reserves the right to accept / reject any or all tenders, split up the scope among eligible bidders or cancel the tender altogether without assigning any reason thereof.
- Bidder has to submit the price bid as per the price bid format.

- Bid documents duly signed & stamped in all pages as a token of acceptance.
- Original price bid duly filled in, signed & stamped on each page shall be submitted.
 Any price breakup (if required) must be submitted separately. The rates offered by
 the bidder shall be clearly written in English (clearly hand written or typed) both in
 words and figures and shall be free from any aberrations, deletions, corrections and
 overwriting. In case of any illegibility of the offer submitted by bidder the
 interpretation by OPGC shall be final and binding on the bidder. Insertion, postscript,
 addition and alteration shall not be accepted after submission of the bid.
- Bidders are advised to submit the tender based strictly on the terms and conditions and specifications contained in the tender documents and not stipulate any deviations in normal case.
- Vendors are requested to submit their seal offers at our office by sending through DTDC COURIER / SPEED POST/REGISTER POST/By Person.
- OPGC will award the contract to the successful bidder whose bid (offered/evaluated)
 has been found the lowest i.e. on L-1 basis.
- OPGC reserves the right to evaluate the quotation on such deviations having financial implications by adding the cost determined by OPGC.
- Wherever it is mentioned in the specification that the contractor shall perform certain work or provide certain facilities, it is understood that the contractor shall do so at his own cost.
- Before quoting the rates the Bidder should go through the specifications, scope of work, special condition of contracts etc. and get himself fully conversant with them.
- The details of items in the price schedule shall be read in conjunction with the
 corresponding technical specifications. Items of work provided in the price schedule
 but not covered in the technical specifications shall be executed strictly as per
 instructions of Engineer in charge.
- Rate will be valid for the 1 year from date of award of contract. Extension/Repeat order can be placed as per requirement of the OPGC for a period of 6 months for supply.
- Delivery: Chemicals shall be required in staggered manner (20kgs bricks form in a lot of 20-22 Ton truck) as per our required consumption pattern and storage capacity F.O.R. site Basis. OPGC shall inform about delivery of chemicals 10-12 days in advance to supply at site.
- OPGC reserves the rights of accepting the whole or any part of the tender and bidder shall be bound to perform the same at their quoted rates.

Note: Tenders submitted without the above requirements shall be liable for rejection.

PRICE OFFERED SHOULD BE FOR DESTINATION (OUR SITE) INCLUDING FREIGHT CHARGE, IB THERMAL POWER STATION, P & F, INSURANCE EXCEPT GST WHICH IS TO NIT No. 21-22 /04(P)

Page 5 of 17

BE EXTRA ARE TO BE INDICATED IN TERMS OF PERCENTAGE OF BASIC PRICE OR WILL BE LOADED MAXIMUM WHILE COMPARING. 100% PAYMENT WITHIN 30 DAYS OF RECEIPT & ACCEPTANCE OF MATERIALS. OFFER MAY NOT CONSIDER WITHOUT EMD. PLEASE ENCLOSE PRODUCT CATALOGUE & COMPANY PRICE LIST, OFFER WILL REMAIN VALID FOR A PERIOD OF 180 DAYS FROM THE DATE OF TENDER OPENING. TDS @20% SHOULD BE DEDUCTED FROM YOUR BILL IN CASE OF NON-SUBMISSION OF PAN DETAILS.

BIDS RECEIVED AFTER STIPULATED DATE & TIME SHALL NOT BE ENTERTAINED. OPGC SHALL NOT TAKE ANY LIABILITY ON ACCOUNT OF ANY POSTAL/COURIER DELAY. OPGC RESERVES THE RIGHT TO ACCEPT / REJECT ANY OR ALL TENDERS, SEEK ADDITIONAL CLARIFICATIONS, SPLIT UP THE SCOPE AMONG ELIGIBLE BIDDERS OR CANCEL THE TENDER ALTOGETHER WITHOUT ASSIGNING ANY REASONS THEREOF.

GENERAL INSTRUCTIONS

- 1.0 EACH QUOTATION SHOULD BE SENT IN PROPERLY SEALED ENVELOPE ADDRESSED TO THE GM(SCM) IB THERMAL POWER STATION, BANHARPALI, DIST. JHARSUGUDA, PIN: 768234. THE ENVELOPE SHOULD BEAR THE TENDERER'S DISTINCT RUBBER STAMP. TENDER NO. ______DUE ON DT._____ SHOULD INVARIABLY BE GIVEN ON THE COVER.
- 2.0 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.
- 3.0 THE TENDERS SUBMITTED MUST BE FREE FROM OVER WRITINGS OR EROSIONS. CORRECTIONS & ADDITIONS IF ANY MUST BE ATTESTED. INCOMPLETE TENDER SHOULD NOT BE SUBMITTED. TENDERS RECEIVED AFTER DUE DATE OF OPENING WILL NOT BE ENTERTAINED.
- 4.0 THE REQUIRED EMD IN SHAPE OF DD DRAWN IN FAVOUR OF "ODISSA POWER GENERATION CORPORATION LIMITED" PAYABLE AT SBI, IB THERMAL POWER STATION, BANHARPALI, CODE NO.9510, / CENTRAL BANK OF INDIA, BELPAHAR (CODE-3899) / ANDHRA BANK, ADHAPADA (CODE-0662) SHOULD INVARIABLY BE ENCLOSED WITH THE TENDER.
- 5.0 NO INTEREST WILL BE PAYABLE BY THE OWNER ON THE SAID AMOUNT COVERED UNDER EARNEST MONEY / OTHER SECURITY DEPOSITS.
- 6.0 THE OFFER GIVEN MUST REMAIN VALID FOR A PERIOD OF 180 DAYS FROM THE DATE OF OPENING OF BID.
- 7.0 RATE WILL BE VALID FOR 1 YEAR FROM DATE OF AWARD OF CONTRACT.
- 8.0 MANUALS/PAMPHLETS/LEAFLETS AND DRAWINGS ILLUSTRATING TECHNICAL DETAILS/YEAR OF MANUFACTURE, MAKERS NAME, COUNTRY OF ORIGIN MUST BE ENCLOSED WITH THE TENDER, SAMPLE IF REQUIRED SHOULD BE SUBMITTED ALONG WITH TENDER.

- 9.0 THE PRICE QUOTED SHOULD BE FIRM AND DELIVERY F.O.R. DESTINATION INCLUSIVE OF PACKING, FORWARDING, TRANSPORTATION AND INSURANCE CHARGES EXCEPT GST WHICH IS TO BE EXTRA AS ACTUAL.
- 10.0 ACTUAL/PERCENTAGE OF SALES TAX/EXCISE DUTY LEVIABLE AND DECLARED TO BE CHARGED SHOULD BE DISTINCTLY SHOWN ALONG WITH PRICE QUOTED. WHERE IT IS NOT MENTIONED CLAIMS FOR PAYMENT OF SALES TAX AND EXCISE DUTY SHALL NOT BE ENTERTAINED ON ANY GROUND. SALES TAX REGISTRATION NUMBER MUST BE INDICATED INVARIABLY.
- 11.0 THE TENDERER SHOULD BE ABLE TO COMPLETE DELIVERY WITHIN 04 WEEKS FROM THE DATE OF RECEIPT OF PURCHASE ORDER.
- 12.0 THE TENDERER SHOULD BE AGREEABLY TO OUR PAYMENT TERMS I.E 100% WITHIN 30 DAYS OF RECEIPT AND VERIFICATION OF MATERIALS AT OUR SITE.
- 13.0 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.
- 14.0 THE TENDER MUST ACCOMPANY PHOTO COPY OF LATEST & VALID INCOME TAX CLEARANCE CERTIFICATE & GST CERTIFICATE WITHOUT WHICH TENDER WILL BE REJECTED.
- 15.0 DESTINATION MEANS CENTRAL STORES, IB THERMAL POWER STATION, BANHARPALI.
- 16.0 WHENEVER TENDERERS HAVE ENTERED INTO RATE CONTRACT WITH DGS&D OR EPM, THEY WILL INDICATE THE SAME IN THEIR TENDERS AND SUBMIT A COPY OF RATE CONTRACT AS A PROOF OF CLAIM.
- 17.0 THE QUANTITY INDICATED IN THIS ENQUIRY IS PROVISIONAL AND SUBJECT TO CHANGE AS PER PLANT REQUIREMENT, WHICH MAY INCREASE OR DECREASE DURING THE CONTRACT PERIOD. OPGC HAS NO OBLIGATION TO RECEIVE THE FULL ORDERED OUANTITY.
- 18.0 SUPPLIER HAVING PAST EXPERIENCE OF SUPPLYING SIMILAR ITEMS TO OTHER THERMAL POWER STATIONS MAY SUBMIT A PHOTO COPY OF THE P.O. ALONG WITH THE QUOTATION.
- 19.0 WARRANTY WILL BE 18 MONTHS FROM DATE OF DISTPATCH&12 MONTHS FROM DATE OF COMMISSIONING .WANNANTY & TEST CERTIFICATE HAS TO BE PROVIDED ALONG WITH MATERIAL.
- 20.0 THE UNDERSIGNED RESERVES THE RIGHT TO ACCEPT/REJECT ANY OR ALL THE TENDER WITHOUT ASSIGNING ANY REASON THEREOF.
- 21.0 PENALTY FOR DELAY IN DELIVERY: THE VENDOR IS LIABLE TO PAY PENALTY AT THE RATE OF 0.5 % OF THE COST OF UNDELIVERED MATERIALS PER WEEK OR PART THEREOF SUBJECT TO MAXIMUM 05 % OF THE COST OF UNDELIVERED MATERIALS. IF DELAY IS BEYOND 10 WEEKS OR LESS DEPENDING UPON THE REQUIREMENT, THE BUYER RESERVE THE RIGHT TO CANCEL THE P.O. AND COLLECT THE MATERIALS FROM ANY OTHER SOURCE AT THE RISK OF ORIGINAL SUPPLIER WITHOUT MAKING ANY REFERENCE TO HIM. THE ADDITIONAL FINANCIAL INVOLVEMENT OCCURS IF ANY FROM PROCURING OTHER SOURCE SHALL BE RECOVERED FROM YOU.

22.0 (A) PREPARATION OF COMPARATIVE STATEMENT

VENDOR SHOULD NOTE FOLLOWING LOADING FACTORS TO BE USED BY OPGC DURING EVALUATION PROCESS IN CASE THE SAME HAS NOT BEEN CONSIDERD DURING OFFER SUBMISSION.

P&F CHARGES 2% FREIGHT LESS THAN 300 KMS 3%

300 KMS. TO 500 KMS. 4% 500 KMS. TO 1000 KMS. 5% ABOVE 1000 KMS. 6% 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 BID DOCUMENTS)

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*0.9= 1.35%. ACCORDINGLY FOR OTHER PAYMENT TERMS LOADING FACTORS WILL BE CALCULATED.

(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.

23.0 LOADING PROCEDURES

BASIC PRICE

PACKING & FORWARDING CHARGES (ON BASIC PRICE ONLY)

FREIGHT ON (BASIC + P&F)

INSURANCE ON (BASIC + P&F + FREIGHT)

GST (BASIC + P&F + FREIGHT + INSURANCE)

PAYMENT TERMS LOADING ON (BASIC + P&F + FREIGHT+GST)

24.0 WEIGHT VARIATION

IN CASE THE PAYMENT IS DONE ON WEIGHING THE CONSIGNMENT AT SITE, ALLOWABLE TOLERANCE OF +/- 0.25% SHALL BE APPLICABLE. THIS TOLERANCE SHALL BE ALLOWED AS WEIGH BRIDGE TOLERANCE DUE TO WEIGHMENT IN TWO DIFFERENT WEIGH BRIDGE (IF AVAILABLE). FOR ANY VARIATION BEYOND THIS ALLOWABLE TOLERANCE NECESSARY ADJUSTMENT SHALL BE MADE DURING RELEASING PAYMENT BY WAY OF SUBMISSION OF CREDIT NOTE BY THE VENDOR. IF THE WEIGHT VARIATION IS +/- 0.25% FROM THE INVOICED WEIGHT/CHALLAN WEIGHT THE INVOICED WEIGHT WILL BE ACCEPTED FOR THE PURPOSE OF ACCOUNTAL AS WELL AS PAYMENT. IF THERE IS THREE CONTINUOS NEGATIVE TOLERANCE IS FOUND NO MORE TOLERANCE SHALL BE ALLOWED. VENDOR SHALL HAVE TO SUBMIT THE CREDIT AS PER WEIGHMENT BY OPGC.

25.0 FORCE MAJEURE

ANY DELAY OR FAILURE TO PERFORM THE CONTRACT BY EITHER PARTY CAUSED BY ACTS OF GOD OR ACTS OF GOVERNMENT OR ANY DIRECTION OR RESTRICTION IMPOSED BY GOVERNMENT OF INDIA WHICH MAY AFFECT THE CONTRACT OR THE PUBLIC ENEMY OR CONTINGENCIES LIKE STRIKES, RIOTS ETC. SHALL NOT BE CONSIDERED AS DEFAULT FOR THE PERFORMANCE OF THE CONTRACT OR GIVE RISE TO ANY CLAIM FOR DAMAGE. WITHIN 7 DAYS OF OCCURRENCE AND CESSATION OF THE EVENT(S), THE OTHER PARTY SHALL BE NOTIFIED. ONLY THOSE EVENTS OF FORCE MAJEURE WHICH IMPEDES THE EXECUTION OF THE CONTRACT AT THE TIME OF ITS OCCURRENCE SHALL BE TAKEN INTO COGNIZANCE.

26.0 PATENTS, ROYALTIES, SELLER'S LIABILITY AND COMPLIANCE OF REGULATIONS

VENDOR SHALL PROTECT AND FULLY INDEMNIFY THE PURCHASER FROM ANY CLAIMS FOR INFRINGEMENT OF PATENTS, COPY RIGHT, TRADE MARK OF THE LIKE. SELLER SHALL ALSO PROTECT AND FULLY INDEMNIFY THE PURCHASER FROM ANY CLAIMS WORKMAN/EMPLOYEES, HEIRS, FROM SELLERS THEIR DEPENDENTS, PERSON/PERSONS ANY REPRESENTATIVES ETC. OR FROM OTHER BODIES/COMPANIES ETC. FOR ANY ACT OF COMMISSION OR OMISSION WHILE EXECUTING THE ORDER. SELLER SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL REQUIREMENTS UNDER THE LAWS AND SHALL PROTECT AND INDEMNIFY COMPLETELY THE PURCHASER FROM ANY CLAIMS/PENALTIES ARISING OUT OF ANY INFRINGEMENT.

27.0 LANGUAGE

THE CONTRACT INCLUDING THE PURCHASE ORDER AND ALL SCHEDULES, ANNEXURES (IF ANY) AND RELATED DOCUMENTS AND COMMUNICATIONS AND NOTICES ISSUED PURSUANT TO OR IN CONNECTION WITH ITS PROVISIONS, SHALL BE IN ENGLISH. IN THE EVENT THE CONTRACT, ITS SCHEDULES, ANNEXURES (IF ANY) OR ANY RELATED DOCUMENT IS TRANSLATED INTO OR IS IN ANY OTHER LANGUAGE, THE ENGLISH VERSION THEREOF SHALL TAKE PRECEDENCE AND CONTROL THE INTERPRETATION THEREOF.

PREPARATION OF BID:

The bidder(s) shall submit the bid in two part, namely-

- I) Techno commercial Bid and
- II) Price bid

PART-I: TECHNO-COMMERCIAL BID

A complete set of original Tender documents as issued to the Bidder duly filled in as prescribed in different clauses of the Tender documents with signature & stamp in all pages as token of unconditional acceptance shall constitute Technocommercial Bid.

The bidder shall enclose the following documents in this bid.

- Crossed demand draft for requisite amount drawn in favor of Odisha Power Generation Corporation Ltd. in the manner prescribed above towards the earnest money without which the tender will be summarily rejected.
- Bidder must clearly specify whether they have Quoted or Not Quoted & also indicate the make/brand quoted against each item unpriced bid format enclosed in the tender document.
- GST Certificate copy.
- PAN Certificate copy
- Supporting documents as mentioned in qualifying criteria.

Note: if required additional sheet may be used to furnish all above information but in the format provided in general conditions of contract.

The techno-commercial bid with all its enclosures as mentioned should be put in an envelope, sealed & super scribed as "techno-commercial bid". This envelope must contain

name of the work, NIT no., due date of opening and name & address of the bidder on bottom left hand corner of the cover.

PART-II: PRICE BID

Kindly submit the Price bid in a different envelope as mentioned in the table above.

Price bids of only those bidders will be opened who meet as per qualification criteria given below. The Owner shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Price Bid.

OUALIFICATION CRITERIA

- The Bidder must be a Manufacturer or their Authorized dealer/Stockists of the materials. 1. Authorization certificate/ Dealership agreement forwarded by manufacturer etc. shall be submitted as a documentary proof.
- 2. The bidder must indicate the make/manufacturer & items quoted in the unpriced bid format enclosed in the tender document.
- Bidder must confirm to supply as per technical specification as stipulated in the tender document and provide MSDS (material safety data sheet), quality certificate of original manufacturer, TREM (Transport Emergency Maintenance Card) with each lot. (Selfdeclaration on your letter head to be submitted).
- 4. Must submit copy of PAN & GST registration along with the technical bids.
- In case the bidder is registered under MSME/NSIC copy of certificate to be submitted in the technical bid.
- **6.** Vendor should be in sound financial condition with good working capital & should be able to undertake supplies of the items . Annual average turnover of the vendor <mark>should not be less than</mark> Rs.30.00Lakhs in the last 3 years(2016

Special Conditions: (if any)

- 1) Special Safety Instruction: "Supplier shall ensure adequate training of their vehicle drivers carrying hazardous materials (Fuel Oil, Hydrogen, Acids, Caustic, etc..) on safe transport of the material & OPGC's safety instruction to drivers.
 - 1. Use your seat belt & obey Plant Traffic Rules.
 - 2. Keep all necessary documents (Driving License, Hazardous License for carrying hazardous materials, Registration, Fitness, Insurance, TREM card, MSDS, PUC etc.) available with your vehicle.

 3. Do not exceed beyond 20 km/hr speed limit & do not overtake.

 - 4. Do not use mobile phone while driving.
 - 5. Do not cross the rail track while train is moving. Stop, Look and Proceed.
 - 6. Do not sleep under the parked vehicle and always maintain safe distance from wheels.
 - 7. Smoking and use of drugs / alcohol is prohibited.
 - 8. Be aware and alert of overhead power cables.
 - 9. Use vehicle wheel stoppers while parking. Park vehicle only at designated parking place.
 - 10. Always remain alert of pedestrian, cyclist & motor cyclist. Share the road with them. Be aware of blind spots on your vehicle, adjust back & side viewing mirrors to have maximum view. Do not turn or side vehicle all of a sudden. Before turning & siding ensure the safety of Pedestrian, Cyclist & Motor Cyclist if any.
 - 11. Keep safe distance between the vehicles.

- 12. Do not climb to the top of tanker/carrier without taking fall protection measures.
- 13. While unloading material, clear the area from people to remain safe from material. Load & unload materials only in presence & guidance of OPGC person.
- 14. Ensure availability of fire extinguisher, first aid box, back horn and other standard safety features with the vehicle.
- 15. Ensure fitting of spark arrestor on vehicle carrying flammable or explosive materials.
- 16. Do not keep flammable materials like kerosene, petrol, diesel etc. inside vehicle's cabin.
- 17. Use Personal Protective Equipment (Safety Helmet, Safety Shoes & other applicable PPEs).
- 18. Do not engage yourself with any work other than driving.
- 19. Never enter into the barricaded area, chlorine storage area, hydrogen storage area, confined space, electrical switch gear rooms, transformer, switchyard or any other hazardous installation.
- 20. Emergency Siren Codes for:
 - a. Toxic Gas Release 8 Sec On 4 Sec Off for 02 minutes.
 - b. Fire & Explosion 4 Sec On 2 Sec Off for 02 minutes.
 - c. All Clear Continuous 2 minutes.

In case of emergency do not be panic, listen and take help from OPGC employee / security and proceed to the nearest assembly point. Do not leave until the emergency all-clear is announced.

- 2) The supplier shall also ensure the availability of all applicable safety features of the vehicles. The drivers shall have hazardous material carrying license. All the material to be dispatched in safe transport mode. For hazardous chemical, gases the vehicle must possesses TREM card, MSDS, Safety Equipment and PPE and to be transported as per safety guideline to be provided in the order. All the vehicles must possess valid licence, fitness and pollution under control.
- 3) Along with dispatch details a letter to be intimated to the insurance Company under intimation to us. This should be strictly observed.
- 4) Being an ISO 14001 & OHSAS organization and committed to the safety health environment we restrict the use of virgin and recycled plastic carry bag containers, asbestos material for packing of materials and expect co-operation from its esteemed vendors for utilization of the environment friendly items only.
- 5) Materials rejected to be replaced immediately with new one at the vendor cost. The rejected materials are to be lifted from our store within 45 days of intimation from OPGCL failing which the material lost/damaged shall be at the risk of the vendor and such materials shall be disposed by OPGCL after 90 days of intimation.
- 6) Measurement: If the weight/liner measurement/quantity etc. measured in warehouse does not tally with that of challan/packing list, joint measurement with the supplier shall be taken and the result shall be final & binding on both parties.
- 7) Quantity: Deviation in quantity to accommodate standard package/lorry capacity/standard size etc. shall be accepted subject to prior approval of buyer before dispatch unless it is mentioned in the offer. For Chemical Items +/- 10% in quantity shall be accepted and payment will be made accordingly.

Notwithstanding anything stated above, OPGC reserves the right to assess the capability and capacity of the Bidder to perform the contract, should the circumstances warrant such an assessment in the overall interest of OPGC.

GM- (SCM)

TECHNICAL SPECIFICATION & PRICE BID/BOQ FORMAT

SL. NO.	DESCRIPTION	QTY IN KG.	UNIT RATE IN INR	AMOUNT IN INR
1	NON FERRIC ALUM (AS PER IS-260 LATEST REVISION) • MATERIAL IS REQUIRED IN 20 KGS BRICKS FORM IN A LOT OF 20-22 TONS TRUCK • MSDS, AND TEST CERTIFICATE OF ORIGINAL MANUFACTURER IS REQUIRED WITH MATERIAL. MATERIAL SHALL BE TESTED IN OPGC LAB. IF NOT MET THE SPECIFICATION, IT MAY BE REJECTED. • THE QUANTITY IS FOR APPROX. 12 MONTHS AND SHALL BE REQUIRED IN STAGGERED MANNER IN A LOT OF 20-22 TONNES AS PER OUR REQUIRED CONSUMPTION PATTERN AND STORAGE CAPACITY ON F.O.R. SITE BASIS. • INTIMATION FOR LOT DELIVERY AT SITE SHALL BE GIVEN 10-12 DAYS IN ADVANCE OF THE REQUIRED DATE. • ORDER VALIDITY SHALL BE 01 YEAR FROM THE DATE OF ISSUANCE	125,600		
	TOTAL VALUE F.O.R. ITPS SITE (EXCLUDING GST	Γ)		

NOTE: GST EXTRA AS APPLICABLE (% TO BE INDICATED ALONG WITH HSN CODE).

Date: 26/08/2020

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)

. Name of the Party:				
2. Address of the Party				
City I	Pin Code			
E-mail ID				
Permanent Account N	lumber			
Telephone/Cell No				
3. Particulars of Ban	k:			
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 chqeue 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 furni	shed above are correct as per our records.

Bank's Stamp: Date:

(Signature of the Authorized Official from the Banks)

PROFORMA FOR BANK GUARANTEE IN LIEU OF DD FOR EARNEST MONEY

(On Non Judicial stamp paper of Appropriate value)

Ref: Date:	
Bank Guarantee	
No.	
То	
Odisha Power Generation Corp	oration Ltd.,
Ib Thermal Power Station,	
At/Po- Banharpali, Dist-	
Jharsuguda-768234.	
Dear Sir,	
	ower Generation Corporation having its Registered office at
	owers, Chandrasekharpur, Bhubaneswar-751 023 (hereinafter
•	ession shall unless repugnant to the subject or context include
	ving issued Tender Specification Against NIT
Nodt	to M/shaving
its Registered / Head	
	who wishes to participate in the said tender for and you, as a
	accept an irrevocable and unconditional Bank Bid Guarantee
for an amount of Rs	valid up to On behalf
of the Bidder, as a condition f	or participation in the said tender.
We, the	Bank incorporated under law and
having one of our branches a	t and having our Registered office/Head
office at	_ do here by unconditionally and irrevocably guarantee and
undertake to pay to the "Ow	ner" 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
	g on us irrespective of any dispute or differences raised by the
Bidder. This guarantee shall be	e irrevocable and shall remain valid up to
	is guarantee is required, the same shall be extended to such
required period on receiving in	structions from M/s on whose behalf
this guarantee is issued.	
We, the said Bank lastly unde	rtake not to revoke this guarantee during its currency except
with the previous consent of	f the owner in writing and agree that any change in the
constitution of the said tender	er or the said Bank shall not discharge our liability. In witness
	its authorised officer, has set its hand and stamp on this
	ay of20
Witness:	
(Signature)	(Signature)
Name	Name Name
	(Designation with Dank
	(Designation with Bank stamp) Official Address
	stamp) Official Address Attorney as per Power of Attorney
	Accordey as per rower of Accordey

	No
_ Date	

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 th Floor, Fortune Tower,				
	Chandrasekaharpur, 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/swith 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 Nodateddated				
	valued at Rs and the contractor having				
	agreed to provide a contract performance (Scope of work) Guarantee for the faithful performance				
	of the entire contract equivalent Rs				
	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"				
2.0	·				
	(Name & address of Bank)				
	having its Head Office at				
	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				
	(Name of Bank)				

undertake to pay the amounts 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	
	(Name of Bank)		

guarantee herein 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.

5.0	We	further agree with the	
	(Name of Bank)	-	

OPGC that OPGC 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).

	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 befor	e			
8.0	We	lastly undertake not to revoke this			
	(Name of Bank)				
	guarantee during its currency except with the previous consent of the OPGC in writing.				
	Dated theday o	of200			
9.0	Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to				
	Rs(Rupees(Rupees				
		only) and this guarantee is valid upto			
	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				
WI	TNESS with address	For and on behalf of (the Bank)			
		Signature			
1.		Name			
		Designation			
2.		Authorisation No			
		Seal of the Bank			