

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

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SAFE & CLEAN POWER IS OUR COMMITMENT

AN ISO-14001; OHSAS-18001 ORGANIZATION

#### Tender documents against

NIT No. ITPS/ (Purchase)/2023-24 /42 (P), dt.6.11.2023 for supply of Coal Nozzle with Tip for 26"size burner to IB Thermal Power Station.

Date for Issue of Tender Paper	6.11.2023 to 23.11.2023
Last Date of receipt of Bid	23.11.2023 by 15.00 hours
Date of Tender Opening	23.11.2023 by 15.30 hours
(Technical bid)	
Opening of price bid	To be intimated later on
Cost of Tender Paper	Bidder may download tender paper from our
	website free of cost.
Earnest Money Deposit	Rs.1,68,000/-(Rupees one lakh sixty eight thousand
	only)

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

### **General Manager-SCM**

Issue	d to N	1/s	 		 	
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#### NIT No. ITPS/ (Purchase)/2023-24 /42 (P), dt.6.11.2023



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 ,

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#### **NOTICE INVITING TENDER**

**Two bid system** sealed bids in the prescribed format are invited for supply of the following item 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/ 2023-24/ 42(P) , Dt.6.11.2023	Supply of Coal Nozzle with Tip for 26"size burner to IB Thermal Power Station	6.11.2023 to 23.11.2023	23.11.2023	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.

Firms 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.

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

GM-SCM,



#### **Check List for Bidders Prior to Submission of Bids**

Sl. No.	Description	Yes/No reference	
1	Whether the Technical Bid and Price Bid are submitted in separate covers and both the covers enclosed in a common envelope.		
2	Whether envelope A contains:		
	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		
	d) The Profile of the Company		
	Letter of Authorization for signing the Tender document		
	f) The filled up and signed Technical Specification -		
	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.		
	j) Blank Price Bid mentioning XXXXXXX where ever price is quoted as per their bid submitted in Envelope-B		
3	Whether Envelope-B contains:		
	Filled up and signed Price Bid documents in the price bid form in full, with price details		

#### **PART-I TECHNO-COMMERCIAL BID:**

#### **Qualifying Requirement for the Supply of coal nozzle with tip for 26" size burner:**

- 1. Must have supplied the Coal Nozzle & Tip in any Thermal Power Plant capacity greater than 210MW/Boiler Steam flow rate greater than 650Tons/Hr.
- 2. The Bidder must be a Manufacturer/Distributor/Stock list Dealer of FRP Doors for past three years (from the date of issue of this tender). Certificate of incorporation / ISO certification / Factory license shall be submitted as a documentary proof.
- 3. Bidder must confirm to supply as per technical specification as stipulated in the tender document (Self-declaration on your letter head to be submitted).
- 4. The Bidder must possess the required drawing and same to be submitted along with the Techno-Commercial Unpriced Bid (Technical bid). OPGC will not provide any drawing to the Bidder. Bidder may visit our Facility/Site for taking necessary dimension and other details (if required) for preparation and submission of Bids.
- 5. Bidder should not have been disqualified for the material quality in reputed Government Organization undertakings within last two years.
- 6. Documents to prove the experience in supply & delivery of same and proof of acceptance of materials are to be submitted. Documents include purchase orders with price schedule of supply and successful completion certificate & satisfactory performance certificate. The completion certificate



should clearly indicate the name, reference of PO numbers, value & quantity, schedule date of completion, actual date of completion. Repeat orders from any Thermal Power plants of 210MW unit or above would also be considered as satisfactory performance certificate of materials of previous order.

**GURANTEE:** Guarantee / warrantee shall be 12 months from the date of use or 18 months from the date of supply whichever is earlier.

**Interchangeability & Fitment Certificate**: To be submitted by the vendors if applicable.

Bidders who has earlier supplied the similar material to OPGC and the performance has not been found satisfactory need not apply. In case of submission of offer the offer will be rejected summarily.

#### **Commercial QR:**

- 1. Latest solvency certificate from any scheduled Bank indicating the monetary limit up to which the bidder can be treated as solvent has to be submitted along with the tender.
- 2. Vendor should not be a loss making during last 3 years.
- 3. Average annual financial turnover during last three years (i.e., 2019-20, 2020-21 and 2021-22) should not be less than Rs. 50 Lakh. Audited Balance Sheet and profit & Loss A/C must be submitted along with the Techno-commercial Bid. In case the account is not audited, a certificate from a chartered accountant should be produced towards turnover.

#### Note:

- For all qualification criteria all supporting documents to be provided.
- Owner reserves the right to obtain necessary documents and also to access the qualification of the Bidder, subsequent to submission of bid, as deemed necessary by Owner to establish bidder's qualification.
- 4. At least Single purchase order value not less than Rs. 50.00 lakhs for Supply of Coal Nozzle & Tip.

OR

Two purchase contract of value not less than Rs.40.00 lakhs each for Supply of Coal Nozzle & Tip.

OR

Three purchase contract of value not less than Rs30.00 lakhs each for Supply of Coal Nozzle & Tip.

- 5. The offers of those bidders will not be considered for evaluation who have not executed/supplied the complete order on the ground of poor-quality material supply to OPGC or to other reputed PSU or any Large Power Utilities. OPGC reserves the right to verify with other PSU/other large Power Utilities for the execution of order based on the documents they submit by them and will take the decision in the cases of new vendors.
- 6. 5% of the basic PO value in the shape of DD/irrevocable bank guarantee from a nationalized bank executed on non-judicial stamp paper of appropriate value towards execution of the contract shall be submitted within 15 days of the release of this PO and same shall be released after successful completion of contract. In case of submission of BG, the BG validity period shall be 15months (12 months + 03 months claim period).
- EMD of Rs.1,68,000 /- (One lakh sixty eight thousand only) in shape of DD payable on State Bank of India (Code No. 9510)/Central Bank of India, ITPS Banharpali (Code No.028399)/ Andhra Bank, Adapada (Code-0662), Ib Thermal Power Station, Banharpali, Jharsuguda in favour of Odisha Power Generation Corporation Limited.

Requisite EMD can be 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, ITPS Banharpali — 2062780721. Account number of Andhra Bank, Adapada — 066211011000005 (Code-0662). EMD can also be



submitted in the form of Bank Guaranty (BG) in lieu of EMD for an appropriate amount drawn from any nationalized Bank on a non-judicial Stamp Paper.

NB: Vendor shall mention EMD towards TE No. - ITPS (Purchase)/2023-24/ 42(P) dt.6.11.2023 while making the NEFT/RTG. Vendor must furnish their Bank details with cancelled Bank cheque, PAN number, GST Number, UTR Number. Bank name to which the amount is credited must be clearly mentioned for tracking of the deposits.

- **8.** Vendor shall return us the duplicate copy of this Purchase order duly signed on each page as a token of your unconditional acceptance and acknowledgement. In case we do not receive the duplicate copy within 03 (three) days, it will be treated that you have accepted this Purchase order in its entirety.
- 9. 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 <u>Annexure-I</u> for "RULES AND REGULATIONS 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.

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

#### **Other required Commercial points:**

- 1. Photo copy Valid PAN & GST number shall be submitted along with offer. Offer may not be considered if vendor fails to submit these documents.
- 2. Price shall remain valid for a period of 90 days from the date of opening of techno commercial bid.
- 3. Payment terms: 90% payment of basic value with full tax shall be made within 30 days from the date of final acceptance of material at our site & balance 10% shall be released within 90 days against submission of Performance Bank Guarantee for an amount equivalent to 10% of PO basic value which shall remain valid for a period of 12 months plus 03months claim period from the receipt of materials at our site. All payments shall be made in electronic mode. E-mandate to be submitted for release of payment. All Bank charges shall be to your account.
- **4. Delivery Period:** Bidder shall deliver the material within **8-10(Eight to ten) weeks** from the date of placement of Purchase Order. Schedule of delivery shall be a point for consideration during evaluation of the bid.
- 5. SPECIAL NOTE FOR BIDDERS:

TENDERERS ARE REQUESTED TO QUOTE THE PRICE AND ITS' BREAK UP LIKE FREIGHT, P&F, ETC. ON ITEM.OFFERS WITHOUT PRICE BREAK UP AS MENTIONED MAY BE LIABLE FOR REJECTION.



### -: ANNEXURE-I :-Cumulative Item List to be quoted as per above Price Format.

SI. No.	Item name with part no.	Item details for Air preheater baskets	Qty. in nos.
1	Coal Nozzle with Tip for 26"size burner	COAL NOZZLE WITH TIP FOR 26" SIZE BURNER for 210MW,  MATERIALS: COAL NOZZLE PORTION STEEL CASTINGS, ASTM A536, GR.654512, Weight- around 400 KG. (Nozzle comprised of Reach Rod, Reach Rod Pin, Support Bracket, C.N.Pivot Pin, Nozzle Support-Lower & Upper, Gasket, Divider Plate, Sq.head & Stationary Pivot Pin, L- Lever & Connecting Link.)  20nos. Nozzle have Divider plate 'X' arrangement -04 nos., 'Y' arrangement - 08nos. & 'Z' arrangement -08nos.  TIP PORTION Mat: - SS 309, Notes: - For Shop: 1. Spray one coat of "Cerac SP-110" to all bearing surfaces of bearing pins, levers etc. The surfaces are to be thoroughly cleaned and dried prior to spray. 2. Apply anti seize compound to all threaded connections. 3. Several cycles of tip tilting (full range) to be done at shop to ensure free movement & noninterference at final assy. 4. Respective corner designation is to be clearly painted on front cover plate and top in bold letters.  (COAL NOZZLE WITH TIP FOR 26" SIZE BURNER (LEFT), MATERIALS: COAL NOZZLE PORTION STEEL CASTINGS, WT. 400 KG., ASTM A536, GR.65 45 12, TIP PORTION - SS 309, 1-45-220-00616)	24 EA

NB: 1. Interested bidders may visit to our site and take the measurement and get themselves clarified about the technical details of required items by seeing it physically before they submit their offers. They need to develop their drawing and get it approved by the authority of OPGC before manufacturing.



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

**Tender No.** ITPS/ (Purchase)/2023-24/42(P), Dt: 6.11.2023

SI.	Techno Commercial Points	OPGCL Needs	To be filled by
No.	Tack size I Consideration and an Tank day Function	A constant/Nich constant	the bidder
1	Technical Specification as per Tender Enquiry	Accepted/ Not accepted.	
		If not accepted, detailed deviation and proposal.	
2	Party should have supplied same item of same	Party should have supplied	
2	specification to other utilities	same spares to other utilities	
3	Submission of order copies of other customer in	Submitted / Not submitted	
3	support of your Credentials	as per bid requirement.	
4	Bidder has to submit EMD either in shape of DD	Submitted/Not submitted	
•	payable on State Bank of India (Code No. 9510)	(Details to be mentioned)	
	Banharpali/Central Bank of India, ITPS Banharpali	(Betails to be mentioned)	
	(Code-028399)/ Andhra Bank, Adapada (Code-		
	0662), Ib Thermal Power Station, Banharpali,		
	Jharsuguda in favour of Odisha Power		
	Generation Corporation Limited / RTGS/ NEFT.		
5	Security Deposit: 5% of the basic PO value in	Accepted/ Not accepted	
	the shape of DD/irrevocable bank guarantee	' '	
	from a nationalized bank executed on non-		
	judicial stamp paper of appropriate value		
	towards execution of the contract shall be		
	submitted within 15 days of the release of		
	this PO and same shall be released after		
	successful completion of contract. In case of		
	submission of BG, the BG validity period shall		
	be 15months (12 months + 03 months claim		
	period		
6	Vendor shall return us the duplicate copy of	Accepted/ Not accepted	
	this Purchase order duly signed on each page		
	as a token of your unconditional acceptance		
	and acknowledgement. In case we do not		
	receive the duplicate copy within 03 (three)		
	days, it will be treated that you have accepted		
	this Purchase order in its entirety		
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 in % to be mentioned	Mentioned / not	
		mentioned	
10	Transportation Cost	Rs per No./Lump	



		sum. As extra/Inclusive	
11	Transit Insurance	% extra/inclusive	
12	Delivery Schedule	8-10 weeks Accepted/ Not	
		Accepted	
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	Accepted/ not accepted.	
	is delayed beyond quoted delivery date @0.5%	Non acceptance shall	
	per week/part of week subject	lead to loading of your	
	to 5%of PO value.	Offer by 5%.	
15	90% payment with full tax shall be released	Accepted/ Not accepted.	
	within 30 days of successful completion of supply	(in case non acceptance	
	and balance 10% of the Contract basic value shall	loading shall be done)	
	be paid against submission of performance bank		
	guarantee for the period of guarantee /		
	warrantee period. Extra three months shall be		
	extended from validity of the PBG for settlement		
	of any issues arising at the end of		
	guarantee/warranty period.		
16	Payment to be made through RTGS mode	Accepted/ Not accepted.	
17	Guaranty / Warranty as per NIT	Accepted/ Not accepted.	
18	All Bank charges to vendor account	Accepted/ Not accepted.	
19	List of Deviation statement from tender norms.	Submitted/ Not submitted	
20	Acceptance to part Order	Accepted/Not Accepted	

Authorised Signatory: Name of the firm: Designation: Company Seal: Place & Date.

#### NIT No. ITPS/ (Purchase)/2023-24/ 42(P), Dt.6.11.2023

#### **NIT GENERAL TERMS & CONDITIONS**

- 1. Sealed Tender is invited (in duplicate) 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 PO is placed on higher tender in preference to the lowest acceptable offer in consideration of earlier delivery the vendor will be liable to pay to OPGCL, the difference between the PO 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 PO. 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 purchased shall be entitled to with hold 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 are 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 (EMD) must be paid in any one of the following forms.
  - (i) 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.
  - (ii) EMD of Rs.1,68,000/- in shape of DD payable on State Bank of India (Code No. 9510)/Central Bank of India, ITPS Banharpali (Code No.028399)/ Andhra Bank, Adapada (Code-0662), Ib Thermal Power Station, Banharpali, Jharsuguda in favour of Orissa Power Generation Corporation Limited.
  - (iii) Requisite EMD can be 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, ITPS Banharpali 2062780721. Account number of Andhra Bank, Adapada 066211011000005 (Code-0662)

NB: Vendor must mention EMD towards TE No.- ITPS/ (Purchase)/2023-24/42(P) dt.6.11.2023 while making the NEFT/RTG. Vendor must mention UTR Number, Bank name of OPGC SBI/Central Bank/Andhra Bank to which the EMD is directly credited through NEFT/RTGS to enable tracking of the deposits. Vendor must furnish their Bank details with cancelled Bank cheque, PAN number, GST Number.

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. Vendors registered as MSME/NSIC/SSI units entitled for Exemption of EMD shall have to submit their written request letter seeking EMD exemption, minimum 02 days before the due date of submission and opening of the tender, along with supporting document of eligibility for exemption so desired. Tender without EMD shall be liable for rejection.
- 14. Successful tenderers 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, OPGCL reserves the right to adjust the same from the payment pending with the OPGCL, ITPS, Banharpali.
- 15. EMD of the unsuccessful bidders shall be returned within 45 days of finalization of the Tender. 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.
- 16. 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.
- 17. Payment shall be as per the NIT mentioned earlier. Bank charges always borne by the vendor.
- 18. 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.
- 19. Printed Terms and Conditions on letter heads or Quotation form of tenderers shall not be applicable.
- 20. Tendering firms are advised to quote as per our serials number specified in tender notice.



- 21. 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.
- 22. 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.
- 23. 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 banned. Predispatch inspection if any shall be carried out before dispatch at the vendor premises.
- 24. Wherever I.S. is available please quote as per I.S. only, otherwise quote the brand name.
- 25. 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.
- 26. 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.
- 27. These terms and conditions shall from 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.
- 28. All disputes or differences arises shall be subject to the exclusive jurisdiction of court within the limit of Jharsuguda.
- 29. 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.
- 30. Litigation: All expenses and cost in connection with litigation, if any, will be to vendor account.
- 31. (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).

Freight 3% within 300 km 300 Kms. to 500 Kms. 4% 500 Kms. and more 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\*0.9= 1.35%. Accordingly, for other payment terms loading factors will be calculated.

However, payment term of 90% payment with full tax shall be released within 30 days of successful completion of supply and balance 10% of the Contract basic value shall be paid against submission of performance bank guarantee for the period of guarantee / warrantee period. Extra three months shall be extended from validity of the PBG for settlement of any issues arising at the end of guarantee/warranty period. will be loaded suitably as per the above formula to make it at par with other bidders.

- (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.)



### -: ANNEXURE-II:Rules and Regulations of the e-Reverse Auction

Buyer's Name/Owner	Ib Thermal Power Station
buyer s rume, owner	
	(A Unit of Odisha Power Generation Corporation Limited)
Auction To Be Conducted By	MSTC Limited
Name of the work	
Reference	
Date & Time Of	Auction Date: [To be intimated later]
Auction	Online e-Reverse Auction Time : [To be intimated later]
	URL: <u>www.mstcecommerce.com/eprochome/opgc</u>
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 value will be intimated later.
Start Price	The start price shall be confirmed before start of the e-RA as decided 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 <a href="www.mstcecommerce.com/eprochome/opgc">www.mstcecommerce.com/eprochome/opgc</a>. 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 without fail.
- **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.
- **12.** Buyer reserves the right to repeat the e-Reverse Auction of same package.



- 13. After opening of price bids, OPGC shall conduct 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 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 inline with the price quoted w.r.t. each year and evaluated in the hard copy price bid.
- **21.** The price quoted in e-Reverse Auction is the total price for three years 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.
  - The Price quoted in the e-Reverse Auction shall be inclusive of all applicable taxes, duties and levies, deviations considering the loading factor (got from OPGC/Tender Condition as mentioned in above.

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 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



#### Part-II

**Part-II** is only the Price Bid which should contain the price & details of breakup of the trade discount, Packing, forwarding, Goods & Service Tax (GST), freight & insurance. Supervision and Installation Charges, Third party inspection charges etc. Bidders are to quote for their products as per the Items listed in the format given herein at Annexure-I under Technical Specification.

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

BIDDERS REF.: DATE:

SI.	Description of	Unit of	Qty.	Unit	Price	Packing	GST	Estimated	Transit	Total
N	the materials	Measur	Offere	Rate	Basi	&	(VIII	freight	Insuranc	Price F.O.R.
0	Equipment	ement	d(IV)	((V)	S	Forwarding	)	/Specify	e	Destination
(1)	Service Item	(III)			(VI)	Charges (VII)		mode of	(specify)	(XI)=(VI+VII+VIII+IX+X)
	wise (II)							Transport	rate (X)	
								(IX)		
	Refer to									
	technical									
	specification									
	at ANNEXURE-									
	I & may quote									
	accordingly.									

- 1. BANK CHARGES (IF ANY)
- 2. INSPECTION Charges if any:
- 3. Super vision and installation charges:
- 4. (i) Deviation in tech. Specification- YES OR NO/ if yes details of the same.
- (ii) 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

NIT No. ITPS/ (Purchase)/2023-24/ 42(P), Dt: 6.11.2023

The above two bids should be sealed separately super scribing as Technical Bid/Price bid as the case may be and enclosed in third sealed envelope super scribing NIT No. ITPS/ (Purchase)/2023-24/ 42 (P) dt.6.11.2023 for supply of "Coal Nozzle with Tip for 26"size burner" to ITPS due on 23.11.2023. Your offer should reach this office on or before 23.11.2023 up to 15:00Hrs. Part-I (Technical Bid) shall be opened on same day 23.11.2028 at 15:30 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.



Tenders without EMD shall not be accepted. Offer received late due to postal or courier delay shall not be entertained. The bidder at their interest should ensure delivery of the bid well in advance.

S/d:General Manager, SCM



Bank MANDATE FORM for e-payment

	(To be sub	mitted in Duplicate)	
To. Orissa Power Generation Cor Ib thermal power station, Banharpali, Orissa	poration Ltd.,	•	
Dear Sir,			
Sub:- Authorization for relea Banking.	se of payment due from OI	PGC Ltd through e-mode	facilities of RTGS / NEFT / Internet
Contracts/ Purchase Orders to	o OPGC Ltd. We request y GS, NEFT, Fund Transfer	ou to release the payment or any other suitable way	. The details of our bank account are as
1. Name of the Party:			
2. Address of the Party	/		 
E-mail ID Permanent Account Nun	Pin Codenber		
3. Particulars of Bank	:	T	
Bank Name		Branch Name	
Branch Place		Branch City	
Pin code		Branch Code	
MICR No	Carringer	Current:	Cash Credit:
Account No. (as appear	Savings: ing in the Cheque Book) :	Current.	Cash Cledit.
(9 Digits code number a	ppearing on the MICR Ban of your bank for ensuring a		
4. Date from which the I hereby declare delayed or not ef Power Generation	fected for reasons of in n Corporation Ltd resp account to facilitate up	en above are correct a complete or incorrect i consible. I also under	and complete. If any transaction is information, I shall not hold Oriss take to advise any change in the urpose of credit of amount through
Place: Date:		ignature of the Party / Aut	
Certified that particulars furn	ished above are correct as		
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.				
To Odisha Power Generation Ib Thermal Power Statior At/Po- Banharpali, Dist-Jharsuguda-768234.	I,	•,		
Dear Sir, In consideration of Odish Zone – A, Fortune Tov "Owner" which expression and assigns) h Nodt Registered / Head office	vers, Chandrase on shall unless re naving issu	ekharpur, Bhubanes epugnant to the sub ed Tender	swar-751 023 (her oject or context inc Specification	reinafter called the lude its successors Against NIT
the Bidder) who wishes agreed to accept an in Rs	to participate in revocable and valid up to	the said tender fo unconditional Bank	r and you, as a s  Bid Guarantee On behalf of	pecial favour, have for an amount of the Bidder, as a
We, the one of our branches at	Bank	incorporated unde	r	law and having
one of our branches at		and having	our Registered of	fice/Head office at
do the "Owner" immediately to the extent of the said Any such claim/demand	on demand with sum of Rs made by the sa	nout any demur rese (Rupedaid "Owner" on us s	ervation, protest, co es shall be conclusive	ontest and recourse only). and binding on us
irrespective of any disputant shall remain valid urequired, the same shall	ip to be extended to	If any to such required peri	further extension of od on receiving in	of this guarantee is
We, the said Bank lastly previous consent of the tenderer or the said Banl authorised officer, has	undertake not to owner in writing shall not discha set its hand	revoke this guaran and agree that any arge our liability. In v	tee during its curre change in the con witness where of th	stitution of the said ne Bank, through its
Witness: (Signature)			(Signatur	e)
Name			Name	
			(Designation Official A	on with Bank stamp) Address
				r Power of Attorney
Date			No	



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

after the expiry of the said period.

In consideration of the Orissa Po	ower Generation Corporation	n Ltd. (Ib Thermal Powe	er Station) having registered
office at 7th.Floor, Module - A, F	Fortune Towers, Chandrasel	charpur, Bhubaneswar-75	1 023 (hereinafter called the
"Owner / OPGC" which express	sion shall unless repugnant	to the subject or contex	xt include its administrators
successors and assigns) having a			
no. dated	issued which has	been unequivocally acce	epted by the Contractor M/s
	for the work of	2	(hereinafter called the said
no dated contract) to accept a perfe	ormance Guarantee as	herein provided for	Rs. (Rupees
· · · · · · · · · · · · · · · · · · ·	only) from a Nationalized	I bank in lieu of the secur	ity deposit to be made by the
contractor or in lieu of the deduct			
conditions contained in the said			
(hereinafter referred to as "the sa	id Bank" and having our re	gistered office at	do
hereby undertake and agree to	indemnify and keep inder	nnified OPGC from tim	ne to time to the extent of
Rs (Rupees	only	y) against any loss or o	damage, costs, charges and
expenses caused to or suffered b	by or that may be caused t	o or suffered by OPGC	by reason of any breach or
breaches by the said Contractor	r of any of the terms and	d conditions contained i	in the said contract and to
unconditionally pay the amount cl	laimed by OPGC on demand	d and without demur to the	e extent aforesaid.
			dge of and as to whether the
said Contractor has committed an			
the extent of loss, damage, costs	s, charges and expenses ca	used to or suffered by o	or that may be caused to or
suffered by OPGC on account the	hereof and the decision of	OPGC that the said con	tractor has Committed such
breach or breaches and as to the	amount or amount of los	s, damage, costs charges	and expenses caused to or
suffered by or that may be caused	to or suffered by OPGC fro	m time to time shall be fir	nal and binding on us.
3. We the said Bank further agree	e that the Guarantee herein	contained shall remain in	n full force and effect during
the period that would be taken for			
Contract or by virtue of any of the	e terms and conditions gov	erning the said Contract l	have been fully and properly
carried out by the said contractor	r and accordingly discharge	s this Guarantee, subject	t, however, that OPGC shall
have no claim under the Guarante	e after 90 (Ninety) days fro	m the date of expiry of th	ne Defects Liability period as
provided in the said Contract i.e.	(Date) or from the date of	cancellation of the said of	contract, as the case may be,
unless a notice of the claim under	r this Guarantee has been se	rved on the Bank before	the expiry of the said period
in which case the same shall be e	enforceable against the Bank	c not with standing the fa	ect, that the same is enforced

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 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 n consent of OPGC in writing and agree tha shall not discharge our liability hereunder. extended to such required periods on receiv M/s	t any change in the Constitution If any further extension of this ying instructions from	of the said Contractor or the said Bank Guarantee is required the same shall be	
IN PRESENCE OF WITNESS		For and on behalf of (Bank)	
1. Signature			
2.	Name & Designa	tion	
	Authorization No	Authorization No	
	Date	& Place	
Notes: 1. For Proprietary Concerns: Sri.			
S/o	resident of  carrying on business under the same & style of  at		
	carrying on business under the	same & style of	
said contractor" which expression shall u administrators and legal representatives).	nless the context requires other	wise include his heirs executers,	
Section 1.02: For partnership Concern	s.		
M/s	(hereinafter of the stress otherwise include his heirs enters being (I) Sri	irms with its called "the said contractor" which executers, administrators and legal	
(II) Sri	S/o	etc.	
Section 1.03: For Companies:			
M/s	a company registate of state of sthe context requires otherwise	gistered under the Companies Act, (hereinafter called "the said include its Administrators, Successor	



### 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" Floor, Fortune Tower, Chandrasekaharpur, Bhubaneswar-751023, Orissa 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		
	datedvalued at Rsdated 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		
	conditions contained in the said agreement.		
2.0	We(here-in after referred to as " the bank"		
	(Name & address of 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		
	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 w	rithout our consent and without affecting in any manner our		
	· · ·	erms 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			
	, ,	the OPGC against the said contractor(s) and to for bear or		
	-	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	Bank or the contractor(s)/suppliers(s).			
7.0		in a)Our liability under this bank guarantee shall not exceed		
	Rs] b) This bank			
	guarantee shall be valid uptoc) 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			
0.0	demand on or before			
8.0	(Name of Bank)	lastly undertake not to revoke this		
	guarantee during its currency except with the previous consent of the OPGC in writing.			
	Dated theda	ıy of200		
9.0		einabove our liability under this guarantee is restricted to(Rupees		
		only) and this guarantee is valid		
		sed 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 confir	mation from the controlling office at the following address		
WITNESS with address		For and on behalf of (the Bank)		
		Signature		
1		Name		
		Designation		
2		Authorisation No		
		Seal of the Bank		