

# TENDER NOTICE NIT TERMS & CONDITION

Tender Notice OPGC/

dt.:

1. Sealed Tender is invited for the supply of articles as per details overleaf addressed to the "In Charge Warehouse Purchase, OPGCL- IB Thermal Power Station in variably 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. The tender shall remain open for acceptance for a period of 90 DAYS FROM THE DATE OF OPENING OF THE TECHNICAL BID UNLESS OTHERWISE SPECIFIED. Tenders with a Validity of Less than 90 days are liable to be rejected/ or have lesser preference than those adhered the tender conditions.
5. The net price offered shall be on the basis of delivery F.O.R, Ib Thermal Power Station site including excise duty, cess, sales tax, 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 Sales Tax/VAT/Excise Duty leviable and declared 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 Sales Tax and Excise Duty shall not be entertained on any ground.

6. TIN No/ VAT No. SALES TAX REGISTRATION NUMBER/PAN MUST BE INDICATED IN VARIABLY.
7. Wherever tenderers have entered into the Rate Contract with DGSD/EPM they will indicate the same in their tender and submit a copy of rate contract as a proof of claim.
8. Illustrated pamphlet/leaflet and drawing indication technical details/Year of manufacture, Maker's Name , Country of Origin etc. must be enclosed with tender.
9. 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. THE TELEGRAPHIC QUOTATIONS GIVING ALL THE RELEVANT DETAILS OF STORES OFFERED SHOULD ALSO BE RECEIVED BEEN POSTED AT LEAST ONE DAY BEFORE THE DATE OF OPENING OF TENDER & FULLY CONFIRMING IN DUE RESPECTS TO THE OFFER BY FAX. OR MAIL.
10. 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.
11. With regard to acceptance of tender for earlier delivery it should be noted that if the contract is placed on higher tender in preference to the lowest acceptable offer in consideration of earlier delivery the contractor will be liable to pay to OPGCL, the difference between the contract rate and the lowest acceptable, in case of failure to complete suppliers in terms of such contract within the date of delivery specified in the tender and incorporated in the contract. This is without prejudice to other rights of the OPGCL under the terms of contract.
12. The time given for delivery or dispatch shall commence from receipt by the contractor 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 withhold payment until the whole of the stores have been supplied .Also it is at the option of the Purchaser to purchase the materials from other at the risk of the contractor the store of any consignment thereof which the contractor has failed to deliver or dispatch and the differential amount shall be recovered from the vendor. The purchaser has also at

the option to cancel the contract if delay in delivery occurs and the contractor shall be liable for all loss or damage which may sustain by reason of such failure on the part of the contractor. In case where delivery schedule is not adhered to and there are increase in ED and Sales Tax and impose of new duties after scheduled delivery period you shall bear the impact of those levies.

13. The bidders must note that the requisite amount of earnest money must be paid in any one of the following form.
  - a) DD drawn in favour of “ Orissa Power Generation Corporation Limited” payable at SBI, Ib Thermal Power Station, Banharpali, Code No.9510.
  - b) Bank Guarantee from a Nationalised 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.

14. 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.
15. 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, Banhaprali.
16. Payment shall be 100% within 30 days of receipt and acceptance of material at Ib Thermal Site. Preference will be given to those accepting OPGCL Payment terms. Bank charges always borne by the vendor.
17. 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.
18. Printed Terms and Conditions on letter heads or Quotation form of tenderers shall not be applicable.
19. Tendering firms are advised to quote as per our serials number specified in tender notice.
20. 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.
21. Price discount if any should be typed both in words as well as in figure without any cover 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.
22. 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. Predespatch inspection if any shall be carried out before dispatch at the vendor premises.

Performance Bank Guarantee for a value of 10% of PO value to be submitted valid for 21 months from the date of supply.

23. Wherever I.S is available please quote as per I.S only, otherwise quote the brand name. In case of items of specific make, only manufacturers and their accredited agents/stockiest/authorized dealers are entitled to quote. For this they should submit an attested copy of the printed price list alongwith tender.
24. IBR certificates/Batch certificate/Material test certificate/Test reports are to be submitted as applicable.
25. The material supplied shall be guaranteed for any manufacturing defect or bad workmanship for a period of 18 months from the date of supply or 12 months from the date of actual use whichever is earlier.
26. These terms and conditions shall form a part of the contract. The contract besides shall also be exclusively governed by our standard conditions of contract prescribed by OPGCL . No other terms and conditions whatsoever will be applicable in this contract.

27. All disputes or differences arises shall be subject to the exclusive jurisdiction of court within the limit of Jharsuguda.

28. (a) **Preparation of comparative statement**

The Proforma for comparative statement has been standardized and is as per annexure of manual. CS should be prepared as per proforma and loading actors to be used for loading are as mentioned below ( if not mentioned specifically in the offer).

P&F charges	2%
Freight	2%
300 Kms. to 500 Kms.	3%
500 Kms. To 1000 Kms.	4%
Above 1000 Kms.	5%
Insurance	0.15%

(NOTE: In case of supplies of materials is no weight basis e.g bulk chemicals, steel etc. The loading on the basis of the actual freight as per transportation contract shall be done. However, percentage loading will be limited to full truck/trailer load rate for each truck load).

(b) **Payment terms loading**

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

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

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

**Loading procedures**

Basic Price

Packing & Forwarding charges ( on basic price only)

Excise Duty on (Basic + P&F)

Sales Tax on (Basic + P&F+ ED)

Freight on (Basic + P&F)

Insurance on (Basic + P&F + ED+ ST)

Payment Terms Loading on (Basic + P&F + ED + ST)

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

(a) In case of price variation clause (without specific mention of quantum), 10% price escalation per annum may be proportionality loaded.

(b) In case of the bidder stipulates Excise Duty as applicable at the time of dispatch & specifies the present rate of Excise duty( a numeric percentage or nil ), in such case the offer shall be evaluated considering the maximum rate of E.D. applicable for the product as per Excise Tariff of Govt. of India or as evident from the other bids received in the tender.

However, the liability of OPGCL shall be as per actual ED applicable at the time of dispatch, subject to production of Excise invoice. Further the rate of ED shall be restricted to as applicable within the contractual delivery period only. Increase in ED 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 ED shall be passed on to OPGCL.

In case bidders quote with Fixed Rate of ED OR Special ED as NIL” the offer shall be evaluated accordingly. This will be subject to submission of Excise invoice copy for having actually paid the Excise Duty 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.)

Comparative statement will be prepared and checked by materials ( Purchase Section) and subsequently to be vetted by Finance. In case of complex engineering items where C.S. involves lot of technical aspects, the same must be prepared in consultation with the indenter of complex engineering items where C.S. involves lot of technical aspects, the same must be prepared in consultation with indenter Technical suitability, in general, can be judged by indenting deptt.

NB: Transit insurance shall be arranged by OPGCL/ITPS, Banharpali against open marine open policy.

IMPORTANT NOTICES:

1. Please fill in the proforma for summary quotation as per specimen given below. Tenders not prepared in this proforma shall be liable for rejection.
2. Tenders not specifying the exact rates of taxes and duties ( wherever applicable) shall be loaded to the highest slab or may not be considered.
3. Any deviation in Technical Specification/ terms & conditions shall be clearly specified in details, failing which shall be deemed the NIT specification & Terms conditions are acceptable in totality unless and otherwise specified.
4. The suppliers/contractor is required to manufacture the product/carryout the work in controlled condition so as to contain Air pollution, water/land contamination within relevant legislative & statutory requirement.
1. Vehicle must accompany TREM Card for transportation of materials to OPGCL. Driver must carry valid driving license for transporting the materials to OPGCL.
6. Vendor/Representative/Vehicle driver must wear Safety Helmet, Shoes inside the Plant premises.
7. All person(s) connected with OPGCL shall have to adhere the safety rule regulations of the Company.
8. **Material safety data sheet for Gases/Chemicals for handling & transportation shall be enclosed in the techno-commercial bid wherever applicable.**

PROFORMA FOR SUMMARY QUOTATION

BIDDERS REF.:

DATE:

Sl No .	Description of the materials Equipment Service Item wise	UM	Qty. offered	Unit Rate	Price Basis	Packing & Forwarding charges	ED	ST/VAT	Estimated freight/Specify mode of transport	INSURANCE	ORISSA ENTRY TAX	Total price F.O.R. Destination

1. DELIVERY PERIOD:
2. PAYMENT TERMS
3. GUARANTEE/WARRANTY
4. VALIDITY
5. BANK CHARGES(IF ANY)
6. INSPECTION
7. (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.

For and on behalf of  
Orissa Power Generation Corporation Limited

In-Charge-Warehouse Purchase