



Odisha Power Generation Corporation Limited IB Thermal Power Station

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)/2016-2017 /10 (P) dt.04/11/2016
For supply primary & secondary scrapper to IB Thermal Power Station.

Date for Issue of Tender Paper	11/11/2016 to 19/11/2016
Last Date of receipt of Bid	21/11/2016 by 13.00 hours
Date of Tender Opening	21/11/2016 by 15.30 hours
Date of price bid opening	Shall be intimated later on.
Cost of Tender Paper	May be downloaded from our website.
Earnest Money Deposit	Rs 50,000.00 (Fifty thousand only)

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

Deputy General Manager, Purchase

Issued to M/s

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Odisha Power Generation Corporation Limited

IB Thermal Power Station

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IB Thermal Power Station, At/PO: Banharpali, Dist. Jharsuguda (Odisha), PIN: 768234 is a unit of Odisha Power Generation Corporation Limited a Govt. of Odisha undertaking and engaged in generation of 2x210 MW Thermal Electric Power. 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.

Two bid system sealed tenders are invited from the reputed potential manufacturers only in their own letter heads for supply of primary and secondary scrappers to Ib Thermal Power Station as per specification mentioned hereunder. The bidder shall have to submit their sealed tender in two parts. The part-I is techno commercial bid and part-II is the price bid. The bidder shall have to confirm and clarify the following points in the techno commercial bid Part-I.

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

SUPPLY, INSTALLATION OF PRIMARY & SECONDARY SCRAPPER AT CHP

1. Prequalification Criteria

- i) The bidder has to supply as per our specification mentioned below.
- ii) **The Bidder should be manufacturer of scrappers, should have service network for providing services. Necessary manufacturer certificate to be submitted.**
- iii) **The bidder must have successfully supplied, commissioned at least Five installations in major PSUs e.g. NTPC, Govt. Power Plants in Last two years for belt conveyors of width \geq 1600 mm. Necessary supporting certificate to be submitted.**
- iv) Performance certificate of supplied material.
- v) **The bidder shall produce self-certified paper that they have not been penalized for poor or non-performance in last five years or have not faced any cancellation of order in last five years. Necessary supporting certificate shall be submitted.**
- vi) Valid PAN, TIN, VAT & ECC certificates to be submitted along with offer.
- vii) Submission of EMD of Rs 50,000.00 (Fifty thousand only).
- viii) Bidder should have Average turnover of 25 lakhs per annum during last three years.
- ix) Bidder shall submit Audit balance sheet of last three years.
- x) Latest three order copies of other customer in support of credential.
- xi) Offer shall be valid for a period of 90 days from the date of tender opening.



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1. Technical Specification of Primary scrapper :

1.1	<p><u>Operating Conditions for Primary Scrapper:</u></p> <p>Type of Belt : 4 / 5 Ply, Nylon / Nylon, 1600 mm Belt width, FR Grade</p> <p>Belt Speed : 3 mtr /sec</p> <p>Material conveyed : uncrushed / crushed coal (F Grade)</p> <p>Material Size : < 20 mm (crushed coal) / < 300 mm (un crushed coal)</p> <p>Moisture content in coal : up to 20% (monsoon) / up to 16% rest season</p> <p>Max. temp of material conveyed : 50°C</p> <p>Type of Belt joint : Cold / Hot vulcanised (Belt Fasteners not used)</p> <p>Duty Cycle : 12 to 16 hrs / day (in all three shifts)</p>
1.2	<p><u>General Requirements of Primary Scrapper:</u></p> <ul style="list-style-type: none"> - Shall be friendly with belt joints - Shall cover the belt width - Shall be fitted on the discharge pulley - Should be compatible with reversing belt - The scrapper blade should be as per material path
1.3	<p><u>Material of Construction of Primary Scrapper:</u></p> <ul style="list-style-type: none"> - Should be mounted on a robust pole (round / square structure, dia. / width ≥ 73 mm, shell thickness ≥ 5 mm) - The mounting pole should be seam less, powder coated for prolonged, corrosion free scrapper life - The scrapper blades should be of con shear / constant angle radial pressure type, polyurethane (PU) material & should be of replaceable type - The scrapper blades should be multifaceted (the blade profile is still maintained with blade wearing out) - The PU blades shall have hardness > 80 (on Shore D Scale) - The blade shall be at least 180 mm high, at least 50 mm width and suitably reinforced & locked with the pole - The blade should be pressed against the belt at minimum 3 PSI pressure with torsion / heavy duty springs - The pole shall be mounted on springs of minimum 150mm length with adjustable spring tension



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2. Technical Specification of Secondary scrapper

2.1	<p><u>Operating Conditions for Secondary Scrapper:</u></p> <p>Type of Belt : 4 / 5 Ply, Nylon / Nylon, 1600 mm Belt width, FR Grade</p> <p>Belt Speed : 3 mtr /sec</p> <p>Material conveyed : uncrushed / crushed coal (F Grade)</p> <p>Material Size : < 20 mm (crushed coal) / < 300 mm (un crushed coal)</p> <p>Moisture content in coal : up to 20% (monsoon) / up to 16% rest season</p> <p>Max. temp of material conveyed : 50°C</p> <p>Type of Belt joint : Cold / Hot vulcanised (Belt Fasteners not used)</p> <p>Duty Cycle : 12 to 16 hrs / day (in all three shifts)</p>
2.2	<p><u>General Requirements of Secondary Scrapper:</u></p> <ul style="list-style-type: none"> - Shall be friendly with belt joints - Shall cover / over spread across the complete belt width - Shall be fitted on the discharge pulley - Should be compatible with reversing belt - The secondary scrapper shall be so positioned that the cleaned material be dumped into discharge chute.
2.3	<p><u>Material of Construction of secondary Scrapper:</u></p> <ul style="list-style-type: none"> - Should be mounted on a robust pole (round / square structure, shell thickness \geq 5 mm) - Sufficient cushioning effect shall be there with the help of Rubber roasters at the pole mounting & TC blade mounting . - The mounting pole should be seam less, powder coated for prolonged corrosion free life - The scrapper should have segmented blades of width \geq 150 mm with tungsten carbide (TC) tips mounted on - The TC blade tips shall be \geq 3 mm thick & \geq 10 mm wide, suitably sandwiched between two alloy steel plates. - The TC blade tip shall be fixed with suitable cushion for protection against impact loading/hitting of objects - The blade shall be positioned / fixed in such a manner to be compatible with reversible belt - The pole mounting shall have adjustable spring tension arrangement for better cleaning effect. - Suitable arrangement shall be there so as to adjust the spring tension

3. **Drawing / Model of scrapper:** The agency shall submit the drawing with model no. (Product catalogue) along with the technical bid for the blades and cleaner both.
4. **Pre Dispatch Inspection:** The Agency shall offer material for pre dispatch inspection at his premises for inspection by OPGC or their appointed third party inspector.



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5. Installation & commissioning of scrapers (primary & secondary) :

- a. The agency shall supervise the installation of the scrapper at conveyor
- b. Installation job shall be carried out by the purchaser at their own cost
- c. Any modification job that needs to be done to accommodate the primary scrapper shall be suggested by the supplier through engineering drawing. The modification job shall be done by the purchaser at their own cost.
- d. The commissioning, PG Test & handing over shall come into effect once the scrapper is installed successfully & retained material on return belt is <30 % (past the primary scrapper) & ≤ 5% past the secondary scrapper, while the tests are successfully exhibited. Suitable temporary arrangement for demonstrating such test shall be arranged by the supplier at no extra cost.

6. Post Installation Supervision at suitable interval of time

- a. The agency shall check the healthiness of the scrapers at suitable interval of time (at least once in a month) & make necessary adjustments as needed at site by sending their representative at no extra cost, for attaining optimal life of the scrapper.
- b. In case of any problem with the scrapper, the purchaser may notify & the supplier shall send his representative at the earliest (within 72 hours of notification)

7. PG Test :

Sl. No.	PG Parameter Description	UOM	Acceptable Criteria	Rework criteria	Rejection criteria
A	Carry back Material passing the primary scrapper in the conveyor carrying coal (moisture content in coal <20%).	%ge	<30	30-40	>40

Sl. No.	PG Parameter Description	UOM	Acceptable Criteria	Rework criteria	Rejection criteria
B	Total carry back Material passing the secondary scrapper in the conveyor carrying coal (moisture content in coal <20%).	%ge	<5	5-7	>7

8. Defect Dilution period :

- a. The supplier shall provide guarantee / warrantee for a period of 12 months from the date of commissioning & handing over, or 18 months from supply whichever is earlier.
- b. The normal wearing of blades shall be excluded from guarantee / warrantee, but not breakage of the blades.



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9. Payment terms:

- a. 80% of the basic value of the scrapper & spare blade with 100% taxes & duties on supply, shall be paid within 15 days on prorated basis on submission of BG equivalent to 20% of the basic value of the scrapper.
- b. 20% of the basic value of the scrapper & spare blade shall be paid within 15 days after successful commissioning, PG Test & handing over with submission of handing over & commissioning certificate, progressively.
- c. The validity of the BG shall be till completion of defect dilution period.

10. Delivery Period:

- d. The supply, installation & commissioning of scrapers shall be completed within 24 weeks from PO / LOI date.

11. Other Terms & conditions

- a. The supplier shall educate, train the persons of purchaser, maintain & adjust the scrapers at conveyor belts at regular interval of time for optimizing its life.
- b. On successful & satisfactory performance the purchaser may wish to go for repeat order (for same or similar scrapers)
- c. Any modification required at the conveyor belt discharge chute area shall be done by the purchaser as per the drawing of the scraper supplier. The scraper supplier shall make site visit for making such proposals.
- d. The bidder shall submit sample of blades (primary and secondary) for visual and measurement check along with offer.



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12. PRICE BID FORMAT – PRIMARY SCRAPPER

Sl. No.	Item Description	UOM	Quantity	Unit Price (Rs.)	Total Price (Rs.)
1	Supply of Primary scrapper along with one set spare blade for TRH - 1B conveyor, installation & PG test, post sales services as per attached scope.	Set	One		
2	Supply of Primary scrapper along with one set spare blade for BC - 2A conveyor, installation & PG test, post sales services as per attached scope.	Set	One		
3	Supply of Primary scrapper along with one set spare blade for BC - 2B conveyor, installation & PG test, post sales services as per attached scope.	Set	One		
4	Supply of Primary scrapper along with one set spare blade for BC - 5A conveyor, installation & PG test, post sales services as per attached scope.	Set	One		
5	Supply of Primary scrapper along with one set spare blade for BC - 5B conveyor, installation & PG test, post sales services as per attached scope.	Set	One		
6	Supply of Primary scrapper along with one set spare blade for BC - 7A conveyor, installation & PG test, post sales services as per attached scope.	Set	One		
7	Supply of Primary scrapper along with one set spare blade for BC - 7B conveyor, installation & PG test, post sales services as per attached scope.	Set	One		
8	Supply of Primary scrapper along with one set spare blade for SCR Intermediate Conveyor , installation & PG test, post sales services as per attached scope.	Set	One		
9	Supply of Primary scrapper along with one set spare blade for BC - 8A conveyor, installation & PG test, post sales services as per attached scope.	Set	One		
10	Supply of Primary scrapper along with one set spare blade for BC - 8B conveyor, installation & PG test, post sales services as per attached scope.	Set	One		
11	Supply of Primary scrapper along with one set spare blade for SC - 3A conveyor, installation & PG test, post sales services as per attached scope.	Set	One		
12	Supply of Primary scrapper along with one set spare blade for SC - 3B conveyor, installation & PG test, post sales services as per attached scope.	Set	One		
13	Supply of Primary scrapper along with one set spare blade for RFC - 6A conveyor, installation & PG test, post sales services as per attached scope.	Set	One		
14	Supply of Primary scrapper along with one set spare blade for RFC - 6B conveyor, installation & PG test, post sales services as per attached scope.	Set	One		
15	Supply of Primary scrapper along with one set spare blade for SC - 4A conveyor, installation & PG test, post sales services as per attached scope.	Set	One		



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13. PRICE BID FORMAT – SECONDARY SCRAPPER

Sl. No.	Item Description	UOM	Quantity	Unit Price (Rs.)	Total Price (Rs.)
1	Supply of Secondary scrapper along with one set spare blade for TRH - 1B conveyor, installation & PG test, post sales services as per attached scope.	Set	One		
2	Supply of Secondary scrapper along with one set spare blade for BC - 2A conveyor, installation & PG test, post sales services as per attached scope.	Set	One		
3	Supply of Secondary scrapper along with one set spare blade for BC - 2B conveyor, installation & PG test, post sales services as per attached scope.	Set	One		
4	Supply of Secondary scrapper along with one set spare blade for BC - 5A conveyor, installation & PG test, post sales services as per attached scope.	Set	One		
5	Supply of Secondary scrapper along with one set spare blade for BC - 5B conveyor, installation & PG test, post sales services as per attached scope.	Set	One		
6	Supply of Secondary scrapper along with one set spare blade for BC - 7A conveyor, installation & PG test, post sales services as per attached scope.	Set	One		
7	Supply of Secondary scrapper along with one set spare blade for BC - 7B conveyor, installation & PG test, post sales services as per attached scope.	Set	One		
8	Supply of Secondary scrapper along with one set spare blade for SCR Intermediate Conveyor, installation & PG test, post sales services as per attached scope.	Set	One		
9	Supply of Secondary scrapper along with one set spare blade for BC - 8A conveyor, installation & PG test, post sales services as per attached scope.	Set	One		
10	Supply of Secondary scrapper along with one set spare blade for BC - 8B conveyor, installation & PG test, post sales services as per attached scope.	Set	One		
11	Supply of Secondary scrapper along with one set spare blade for SC - 3A conveyor, installation & PG test, post sales services as per attached scope.	Set	One		
12	Supply of Secondary scrapper along with one set spare blade for SC - 3B conveyor, installation & PG test, post sales services as per attached scope.	Set	One		
13	Supply of Secondary scrapper along with one set spare blade for RFC - 6A conveyor, installation & PG test, post sales services as per attached scope.	Set	One		
14	Supply of Secondary scrapper along with one set spare blade for RFC - 6B conveyor, installation & PG test, post sales services as per attached scope.	Set	One		
15	Supply of Secondary scrapper along with one set spare blade for SC - 4A conveyor, installation & PG test, post sales services as per attached scope.	Set	One		



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14. Other Terms & conditions

- a) The supplier shall educate, train the persons of purchaser, maintain & adjust the scrappers at conveyor belts at regular interval of time for optimizing its life.
- b) Any modification required at the conveyor belt discharge chute area shall be done by the purchaser as per the drawing of the scrapper supplier. The scrapper supplier shall make site visit for making such proposals.
- c) The supplier shall furnish a "Corporate Guarantee" for 20 years or more average life of the scrapper supplied by them.
- d) The bidder shall submit sample of blades (Primary and secondary) for visual and measurement check along with offer.
- e) Quantity may vary at the time of order placement.
- f) The bidder has to enclose the details of their product catalogue.
- g) They must submit requisite EMD in shape of DD payable on State Bank of India (Code No. 9510)/Central Bank of India, Belpahar/ Andhra Bank, Adapada (Code-0662), Ib Thermal Power Station, Banharpali, Jharsuguda in favour of Odisha Power Generation Corporation Limited. Otherwise bidders can submit directly in our company name – Odisha Power Generation Corporation Limited, Banharpali. Account number of **State Bank of India - 10765789090(Code No. 9510)**. Account number of Central Bank of India, Belpahar – 2062780721(Code-3899). Account number of Andhra Bank, Adapada - 066211011000005 (Code-0662)
- h) The bidder shall have to confirm that guarantee period of 12 months commencing from the date of utilisation or 18 months from the date of last despatch whichever is earlier for defects in material and bad workmanship.
- i) Test certificate to be submitted along with supply.
- j) The vendors shall be intimated their category of their unit status like Mini, Micro & Small as per the DIC (District Industries Certificate). Necessary certificate to be submitted along with tender document.
- k) Termination of Contract: The purchaser reserves the right to terminate the contract at any time after the expiry of delivery period.
- l) Any deviation from above points shall have to be mentioned clearly in the techno commercial bid.
- m) Original hard copy of Bank mandate to be submitted for release of payment through RTGS / NEFT/E transfer. Bank mandate form is enclosed for the purpose.
- n) Soft copy of the offer in CD may be submitted.

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NIT GENERAL TERMS & CONDITIONS

1. Sealed Tender is invited (in duplicate) for the supply of articles as per details mentioned in the bid. Tender should be submitted in a proper sealed envelope addressed to the Dy. General Manager, Purchase Department OPGCL- Ib Thermal Power Station in variably giving on the cover Tender Notice No., Name of the Articles, and the date of opening and EMD details.



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2 Basic Qualifications of Bidders:

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

a) Is a qualified manufacturer or an authorized representative of a qualified manufacturer who regularly manufactures the equipment of the type specified and has adequate technical knowledge and practical experience.

b) Does not anticipate change in the ownership during the proposed period of work (If such a change is anticipated, the scope and effect thereof shall be defined).

(c) Has adequate financial stability and status to meet the financial obligations pursuant to the scope of the assignments (The bidders should submit at least 3 copies of their profit and loss account and balance sheet for the preceding 3 years, including turn over).

(d) Has adequate plant and manufacturing capacity available to perform the assignment properly and expeditiously within the time period specified. The evidence shall consist of written details of the installed manufacturing capacities and present Commitments (excluding the assignments under this specification) of the bidder or his principal. If the present commitments are such that the installed capacity results in Inadequacy of the manufacturing capacities to meet the requirement of equipment corresponding to this bid, then the details of alternative arrangements to be organized by the bidder for this purpose and which shall meet the owner's approval shall also be furnished.

(e) Has established quality assurance systems and organization designed to achieve high levels of equipment reliability during his manufacturing activities.

3. The tender shall remain open for acceptance for a period of 90 days from the date of opening unless otherwise. Tenders with a Validity of less than 90 days are liable to be rejected / or have lesser preference than those adhered the tender conditions.

4. Actual percentage of Duties/Sales tax(Local or Central or Both) of any description whatsoever where leviable and intended to be claimed from the OPGCL-Ib Thermal Power Station , whether as a part of the price or by way of tax in purchase of any statutory provisions enabling the dealer to collect the Sales Tax/Excise Duty leviable on him for purchase should be distinctly shown along with the price quoted. Where it is not done all claims for payment or reimbursement of Sales Tax/Excise Duty any description whatsoever whether part of the price or extra will be deemed to have been waived and such claims shall not be entertained on any ground whatsoever.

5. TIN No/ VAT No. SALES TAX REGISTRATION NUMBER MUST BE INDICTED IN VARIABLYFAILING WHICH OFFER SHALL NOT BE CONSIDERED.

6. Rates quoted should be F.O.R. IBTPS, Banhaprali. In case rates Ex-go down shops. Please indicate actual amount of Packing and Forwarding charges and railway freight/Road freight up to destination, IB Thermal Power Station, Banharpali, Jharsuguda, Odisha. Jharsuguda is our nearest transport go down which is 40 Kms from Ib Thermal.



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7. Wherever tenderers have entered into the Rate Contract with Director General of Supplies and Disposals they will indicate the same in their tender. They will also certify that the rates quoted are same as are applicable on the rate contract finalized the Director General or Supplies & Disposals.

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 TENDERERS ARE REQUESTED TO SEE THAT THE TENDERS ARE DELIVERED IN THE OFFICE BEFORE THE PRESCRIBED DATE AND TIME.

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 time for and the date of delivery or dispatch stipulated in the schedule for the delivery or dispatch of stores shall be deemed to be the essence of contract and should the contractor fail to deliver or dispatch the stores or any consignment thereof within the period prescribed for such delivery or dispatch the purchaser shall be entitled to withhold payment until the whole of the stores have been supplied and to recover from the contractor a sum of the half percent of the price of any stores which the contractor has failed to deliver or dispatch aforesaid for each and within week or part of a week during which the delivery OR dispatch of such stores may be in arrears subject to maximum of five percent of total of the contract value alternatively at the option of the Purchase shall be entitled to purchase also where on the account & at the risk of the contractor the store of any consignment thereof which the contractor has failed to deliver or dispatch as afore said if not available the nearest available substitute thereof to cancel the contract and the contractor shall be liable for all loss or damage which may sustain by reason of such failure on the part of the contractor.

13) Suppliers failing to execute the order placed on them to the satisfaction of OPGC under the terms and conditions set forth therein, will be liable to make good the loss sustained by the Board, consequent to the placing of fresh orders elsewhere at higher rates, i.e. the difference between the price accepted in the contract already entered into the price at which fresh orders have been placed. This is without prejudice to the imposition of liquidated damages.

14) It is a condition of the contract that all though the currency thereof, the price at which the tender shall supply stores shall be firm.



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15) Tenderers may kindly note that it is essential to pay the requisite amount of earnest money in any one of the following form.

(i) Demand draft.

(ii) Bank Guarantee from a Nationalized Bank irrevocable and operative till the validity of the offer. The earnest money will be liable to be forfeited on revocation of the quotation expired if refused to enter into a contract after the award is made to the tenderer.

16) Small scale industries/National Small Scale Industries Corporation shall be exempted from payment of Earnest Money Deposit/Security Deposit/Tender Fees only if they are entitled for exemption of the offered items. Tenderers seeking exemption should enclose a photocopy of valid registration certificate with NSIC.

17) 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 Bahaprali.

18) Preference will be given to those quoting payment and delivery as per bid norms. Loading shall be made for other terms of payment and delivery.

19) Wherever samples are asked from tenderers the same shall be submitted freight paid through post of Railways/Road Transport and should reach the OPGCL within the stipulated date and time failing which to cognizance will be given to such samples which are received late.

20) Printed Terms and Conditions on letter heads or Quotation form of tenderers shall not be applicable.

21) Tendering firms are advised to quote as per our serials number specified in tender notice.

22) 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.

23) The quote 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.

24) Our tender notice No. & due date of opening nature of items and vendors complete address should in variable be indicated on the top of the envelope, Bank charges always borne by the vendor.

25) Wherever I.S is available please quote as per I.S only, otherwise quote the brand name of the quote items goods must be dispatch through authorized dealer.

26) The material supplied shall be guaranteed for a period of 18 months from the date of supply or 12 months from the date of actual use whichever is earlier.

27) These terms and conditions shall form a part of the contract.



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28) EFFECTING OF RECOVERIES: Any loss, arising incident to non-fulfilment of this contract or any other contract, will be recovered from the Security Deposit held and or any other amount due to the supplier from OPGC.

29) PATENT RIGHT ETC: The Supplier shall indemnify the purchaser against all claims, actions, suits and proceedings for the infringement or alleged infringement of any patent, design or copy right protected either in the country of origin or in India by the use of any equipment supplied by the supplier other than for the purpose indicated by or reasonably to be inferred from the specification.

30) Jurisdiction: All contracts effected between OPGCL and vendor shall be subject to Jharsuguda Court Jurisdiction and shall be governed by Law. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings, even though, part of the cause of action might arise within their jurisdiction. In case any part of the cause of action might arise within the jurisdiction of any other Courts in Odisha, and rest within the jurisdiction of Courts outside the State of Odisha, then it is agreed to between the parties that such suits on proceedings shall be instituted in a Court within the State of Odisha and no other Court outside the State of Odisha have jurisdiction.

31) 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.

32) Litigation: All expenses and cost in connection with litigation, if any, will be to vendor account.

33) (a) Preparation of comparative statement:

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

P&F charges 2%

Freight 2%

300 Kms. to 500 Kms. 3%

500 Kms. To 1000 Kms. 4%

Above 1000 Kms. 5%

Insurance 0.086%

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

(b) Payment terms loading

1.5% per month (wherever parties have quoted 100% through bank/advance against our standard and payment terms of 100% after receipt and acceptance of materials within 30 days.) In case of payment through bank loading for a period 30 days and in case of advance payment along with P.O. the loading for the period of delivery period plus 30 days, may be taken. In case of 90% through bank & balance 10% within 30 days after receipt and acceptance of materials.



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Loading factor will be $1.5 \times 0.9 = 1.35\%$. 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.

(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)

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.

(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 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.)

IMPORTANT NOTICES:

1. Please fill in the proforma for summary quotation as per specimen given.
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 totally unless and otherwise specified.
4. 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 totally unless and otherwise specified.



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5. The suppliers/contractor is required to manufacture the product/carryout the work in controlled condition so as to contain Air pollution, water/land contamination within relevant legislative & statutory requirement.
6. Vehicle must accompany TREM Card for transportation of materials wherever applicable to OPGCL. Driver must carry valid driving license for transporting the materials to OPGCL.
7. Vendor/Representative/Vehicle driver must wear Safety Helmet, Shoes inside the Plant premises.
8. All person(s) connected with OPGCL shall have to adhere the safety rule regulations of the Company.
9. Salient points of HSE (Health Safety & Environment) that are to be considered while submission of offer are:
 - a) Consumption benchmarks related to output shall be provided wherever applicable for key input resources (energy/fuel/chemicals).
 - b) Competency requirements for operation, maintenance and calibration if any.
 - c) MSDS to be submitted in case any hazardous chemicals as per MSIHC (Manufacturing, Storage, Import of Hazardous Chemicals (Rules 1989/94/2000 along with onsite and offsite emergency plan (as applicable).
 - d) Occupational and Health safety control measures for safe working of the equipment offered.
 - e) Equipment should be fitted with guard for rolling and moving part as per OH&S legislation and Factory Act.
 - f) The recommended PPE for the equipment to be furnished.
 - g) Details of all hazardous/harmful substances discharged as by-products/wastes during operations to be mentioned along with their permissible limits.
 - h) Appropriate pollution controls measures to be taken to keep the emissions from the material to be clearly mentioned.
 - i) Chemical banned due to their negative impact on the environment shall not be used in the offered item.
 - j) Details of disposal practices to be followed to be provided for the chemicals and the equipments.
 - k) Primary materials used in the equipment shall be specified and they should be eco friendly.
- 10) Vendor shall take all measures necessary steps to maintain integrity in totality throughout the bidding process. He or any of the representatives, third person shall not be engaged in any manner to anybody in the business at any point of time for biasing or indulged in corruption process during any stage of bidding process (pre contract or post contract stage) in order to secure the contract or in furtherance to secure it. Indulgence of such unfair practices will lead to forfeiture of Cancellation of EMD, Security deposit and performance bond without assigning any reason.
- 11) OPGCL reserves the right not to accept the lowest rate quoted by the bidder and reject any or all the offer without assigning any reason whatsoever. M/s OPGC Ltd. also reserves the right to accept/reject/split any tender without assigning any reason thereof.

Deputy General Manager Purchase.



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DEVIATION FROM COMMERCIAL SPECIFICATION

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

Section No.	Clause No.	Deviation details	Remarks

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

Company Seal:
Designation:
Company :

Signature:



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STATEMENT OF SUPPLY ORDERS EXECUTED / UNDER EXECUTION DURING THE PAST THREE YEARS AS ON THE DATE OF TENDER

Name of Material	Name and Address of the Organisation.	Po No. & Date	Qty.	Value in Rs.	Schedule date of completion of order	Actual date of completion of order

Company Seal:
Designation:
Company:

Signature:



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

NIT No. ITPS/ (Purchase)/2016-2017 /10 (P) dt.04/11/2016

Sl. No.	Techno Commercial Points	OPGCL Needs	To be filled by the bidder
1	Technical Specification as per Tender Enquiry	Accepted/ Not accepted. If not accepted detail deviation and proposal.	
2	Credentials	Submitted / Not submitted as per bid requirement.	
3	The Bidder must be a reputed manufacturer having his own manufacturing unit for the primary & secondary scrappers along with in-house testing facility and have in line experience, financial capability and have supplied such items to other Industrial concerns of repute.	Yes/ No.	
4	Bidder is a ISO 9001/ ISO 14001 firm	Yes/ No.	
5	All Tests to be carried out as per the bid document	Yes/ No.	
6	Bidder has to submit requisite EMD either in shape of DD payable on State Bank of India (Code No. 9510) Banharpali/Central Bank of India, Belpahar/ Andhra Bank, Adapada (Code-0662), Ib Thermal Power Station, Banharpali, Jharsuguda in favour of Odisha Power Generation Corporation Limited.	Submitted/Not submitted details to be mention	
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	Excise Duty % Inclusive/ Extra/Not applicable.	
10	Sales Tax/VAT % of CST/VAT Inclusive or Exclusive. OPGCL will provide " C "Form for interstate sale.	
11	Transportation Cost	Rs. ---- per No./Lump sum. As extra/Inclusive	
12	Transit Insurance % extra/inclusive	
13	Odisha Entry Tax% inclusive/Extra	
14	Delivery Schedule	Twelve weeks Accepted/ Not Accepted	



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15	Validity of offer	90 days from the due date of opening date of the Part-1 bid.(Techno Commercial). Accepted/ Not accepted.	
16	Liquidated damage clause is applicable if delivery is delayed beyond quoted delivery date @0.5% per week/part of week subject to 5%of PO value.	Accepted/ not accepted. Non acceptance shall lead to loading of your Offer by 5%.	
17	Submission of security deposit	Accepted/Not accepted	
18	a)80% of the basic value of the scrapper & spare blade with 100% taxes & duties on supply, shall be paid within 30 days on prorata basis on submission of BG equivalent to 20% of the basic value of the scrapper. b) 20% of the basic value of the scrapper & spare blade shall be paid within 30 days after successful commissioning, PG Test & handing over with submission of handing over & commissioning certificate, progressively.	Accepted/ Not accepted.(in case non acceptance loading shall be done)	
19	Acceptance of part order quantity	Yes/ No	
20	Packing material as per OPGCL term to use non asbestos and environmentally friendly material.	Yes/ No	
21	Payment to be made through RTGS mode	Accepted/ Not accepted.	
22	All Bank charges to vendor account	Accepted/ Not accepted.	
23	Tender Notice NIT General Terms & Conditions	Accepted/ Not accepted.	
24	Acceptance to guarantee clause	Accepted/ Not accepted.	
25	Price escalation clause and formula	Submitted/ Not submitted	
26	List of Deviation statement from tender norms.	Submitted/ Not submitted	
27	"C-Form" will be issued on receipt and acceptance of material at our site and on the subsequent quarter only as per Govt. Rule.	Accepted/ Not accepted	

Authorised Signatory:

Name of the firm:

Designation:

Company Seal:

Place & Date.



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Part-II

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

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

BIDDERS REF.:

DATE:

SI No	Description of the materials Equipment Service Item wise	Unit of Measurement	Qty. offered	Unit Rate	Price Basis	Packing & Forwarding charges	E.D.	Sales Tax/ VAT	Estimated freight /Specify mode of transport	Transit Insurance (specify rate)	Odisha entry tax	Total price F.O.R. Destination

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



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NIT No. ITPS/ (Purchase)/2016-2017 /10 (P) dt.04/11/2016

The above two bids should be sealed separately super scribing as **Technical & Un-Priced i.e. Commercial (Part-I)** and **Price Bid (Part-II)** as the case may be and enclosed in **third sealed** envelope super scribing NIT No.- ITPS/ (Purchase)/2016-2017 /10 (P) dt.04/11/2016 for supply of primary and secondary scrappers to ITPS due on 21/11/2016. Your offer should reach this office on or before 21/11/2016 up to 15.00 hrs. Part-I (Technical and Un-priced commercial Bid) shall be opened on 21/11/2016 (same day) at 15.30 hrs in presence of either the bidder or their authorized representative. Parties who shall qualify in Techno commercial bid shall be intimated to attend on a future date & venue to keep them present in the opening of Price Bid.

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

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

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

Deputy General Manager, Purchase



Odisha Power Generation Corporation Limited IB Thermal Power Station

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

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

Dear Sir,

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

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

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

1. Name of the Party:
2. Address of the Party

City Pin Code

E-mail ID

Permanent Account Number

Telephone/Cell No.....

3. Particulars of Bank :

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

4. Date from which the mandate should be effective :

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

Place:

Date :

Signature of the Party / Authorized Signatory

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

Bank's Stamp:

Date:

(Signature of the Authorized Official from the Banks)



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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.

In consideration of the Orissa Power Generation Corporation Ltd. (Ib- Thermal Power Station) having registered office at 7th Floor, Module – A, Fortune Towers, Chandrasekharpur, Bhubaneswar-751 023 (hereinafter called the “Owner / OPGC” which expression shall unless repugnant to the subject or context include its administrators successors and assigns) having agreed to the price, terms and conditions of Tender and Letter of Intent bearing no. _____ dated _____ issued which has been unequivocally accepted by the Contractor M/s _____ for the work of _____ (hereinafter called the said contract) to accept a performance Guarantee as herein provided for Rs. _____ (Rupees _____ only) from a Nationalized bank in lieu of the security deposit to be made by the contractor or in lieu of the deduction to be made from the contractor’s bills, for the due fulfillment of the terms and conditions contained in the said contract by the said contractor, We the _____ Bank (hereinafter referred to as “the said Bank” and having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified OPGC from time to time to the extent of Rs. _____ (Rupees _____ only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by OPGC by reason of any breach or breaches by the said Contractor of any of the terms and conditions contained in the said contract and to unconditionally pay the amount claimed by OPGC on demand and without demur to the extent aforesaid.

2. We _____ Bank, further agree that OPGC shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by OPGC on account thereof and the decision of OPGC that the said contractor has Committed such breach or breaches and as to the amount or amount of loss, damage, costs charges and expenses caused to or suffered by or that may be caused to or suffered by OPGC from time to time shall be final and binding on us.

3. We the said Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till all the dues of OPGC under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully and properly carried out by the said contractor and accordingly discharges this Guarantee, subject, however, that OPGC shall have no claim under the Guarantee after 90 (Ninety) days from the date of expiry of the Defects Liability period as provided in the said Contract i.e. (Date) or from the date of cancellation of the said contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.

4. OPGC shall have the full liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity, from time to time to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor or to postpone for any time 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



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Contractor or any other forbearance, act or omission on the part of OPGC or any indulgence by OPGC to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing the Bank from its such liability.

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

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

IN PRESENCE OF WITNESS

For and on behalf of (Bank)

1.

Signature _____
Name & Designation _____
Authorization No. _____

2.

Date: _____ Place: _____

Banker's Seal _____

Notes:

1.01: For Proprietary Concerns:

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

Section 1.02: For partnership Concerns.

M/s _____ a partnership firms with its Office _____ (hereinafter called the said contractor" which expression shall unless the context requires otherwise include his heirs executors, administrators and legal representatives). The names of their partners being (I) Sri _____ S/o _____

(II) Sri _____ S/o _____ etc.

Section 1.03: For Companies:

M/s _____ a company registered under the Companies Act, 1956 & having its registered office in the state of _____ (hereinafter called "the said contractor" which expression shall unless the context requires otherwise include its Administrators, Successor & Assigns).