



Odisha Power Generation Corporation Limited
IB Thermal Power Station

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

Tel. 06645-289354 / 289355 / 289356, Fax: 06645- 289355
E-mail: purchase@opgc.co.in; bkmishra@opgc.co.in; bn.das@opgc.co.in

Enquiry related to this Tender may be addressed to soumya.behera@opgc.co.in

SAFE & CLEAN POWER IS OUR COMMITMENT

AN ISO-14001; OHSAS-18001 ORGANIZATION

Tender documents against

NIT No. ITPS/ (Purchase)/2018-2019 /08(P) dt.13/04/2018

For **“Supply of Inlet Control Damper Assembly for PA Fan”**

to IB Thermal Power Station, Banharpali, Jharsuguda, Odisha.

Date for Issue of Tender Paper	26/04/2018 to 07/05/2018
Last Date of receipt of Bid	10/05/2018 up to 15.00 hours
Date of Tender Opening	10/05/2018 at 15.30 hours
Date of price bid opening	Shall be intimated later on.
Cost of Tender Paper	Free of cost from the under mentioned office. May be downloaded from our website.
Earnest Money Deposit	Rs. 12,000.00 (Rupees Twelve Thousand Only)

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

Sd/- AGM (SCM)

Issued to M/s

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Odisha Power Generation Corporation Limited

IB Thermal Power Station



ODISHA POWER GENERATION CORPORATION LIMITED
IB THERMAL POWER STATION
At/PO: BANHARPALI, DIST: JHARSUGUDA – 768 234 (ODISHA)

NOTICE INVITING TENDER

OPGC invites sealed bids from bona fide and financially sound Registered Agencies/Firms/Companies for execution of the following works & supplies for its 2x210MW power plant at Banharpali:

WORK TENDER (NIT No. ITPS/CC-22/2018-19/01, Date: 20th April, 2018) (Telephone; 06645-289-232/315/221/245; Email: bailochan.jena@opgc.co.in; satya.tarai@opgc.co.in; rabindra.panda@opgc.co.in)

S/N	Name of the work	Tender cost	EMD (Rs.)	Contract Period	Bid Sale/ Issue date	Date of receipt & submission /Opening of Bid
1.	AMC for Control & Instrumentation of Main Plant, BOP and Fire Fighting System	Rs.5,900/- including GST	1% of 1 st year quoted price	As per Bid Document	24.04.18 to 15.05.18	Up to 15:00 Hrs on 16.05.2018/ 15:30 Hrs onwards on 16.05.2018
2.	Repair of Boiler Tube Leakage at ITPS	Rs.5,900/- including GST	1% of quoted price	As per Bid Document	27.04.18 to 17.05.18	Up to 15:00 Hrs on 18.05.2018/ 15:30 Hrs onwards on 18.05.2018
3.	Security Services at ITPS, its adjoining areas & other locations of OPGC	Rs.11,800/- including GST	1% of 1 st year quoted price	As per Bid Document	27.04.18 to 17.05.18	Up to 11:00 Hrs on 18.05.2018/ 11:30 Hrs onwards on 18.05.2018

- **e-Reverse Auction (E-RA) shall be conducted for the works at Sl.No.1 & 3 above. The Transaction Fees for e-Reverse Auction shall be deposited 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.

Cost of bid document (non-refundable) shall be paid by Demand Draft in favour of OPGC Ltd. drawn on State Bank of India (Code-9510) / Andhra Bank (Code-0662) / Central Bank of India (Code-283899) payable at ITPS, Banharpali or ICICI Bank, (Code-ICIC0003679) payable at Telenpali. Cost of bid document shall have to be submitted along with the bid and the DD towards the tender cost (separate from EMD) should be prepared on or before the last date of submission/receipt of tender, otherwise the bid shall be liable for rejection. In case of any discrepancy found between tender document submitted by the agency and the master copy in our office, the latter should prevail. No claim on this account shall be entertained. Complete and signed sealed bids in hard copy form only shall be received at Contract Cell, ITPS. Bids shall be opened at Contract Cell, ITPS in the presence of the bidders or their authorized representatives, if present at the time of opening. If the last date of issue / receipt / opening happens to be a HOLIDAY, the tender will be issued/ received / opened at the respective time on the next working day. The photocopies of all the supporting documents required for participating in the tender mentioned in NIT/Tender paper shall be submitted along with the bid; otherwise the bid is liable for rejection. Bids without EMD will be rejected outright.

PURCHASE TENDER: (Telephone; 06645-289354/356; Telefax: (06645) 289 355 Email: purchase@opgc.co.in; bn.das@opgc.co.in; alokita.mishra@opgc.co.in)

Sealed bids in the prescribed format are invited from bona fide and financially sound reputed Manufacturers /



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Companies/Company authorized dealer / Agent for supply of the following items to IB-Thermal Power Station, Banharpali, as per the qualifying criteria specified there in the respective tender documents for each items.

Sl. No.	NIT No/Date	Description	Qty.	Bid sale/ Issue Dt.	Bid submission/ opening Dt.	Single bid / two bid
1	NIT No.2018-19/01(P), Dt.02.04.18	Supply of Hydrogen gas on Rate Contract basis	21600 Cubic mtr. (apprx.)	25.04.18 to 04.05.18	07.05.18	Two Bid
2	NIT No.2018-19/02(P), Dt.02.04.18	Supply of different size M S ERW pipes	4840 Metres	25.04.18 to 04.05.18	07.05.18	Single Bid
3	NIT No.2018-19/03(P), Dt.02.04.18	Rate Contract for High Cr grinding media ball	165 MT	25.04.18 to 04.05.18	07.05.18	Two Bid
4	NIT No.2018-19/04(P), Dt.02.04.18	Supply of Structural steel items		25.04.18 to 04.05.18	07.05.18	Single Bid
5	NIT No.2018-19/05(P), Dt.13.04.18	Al. troughed roofing sheets plain sheets	17800 KG	26.04.18 to 07.05.18	10.05.18	Two Bid
6	NIT No.2018-19/06(P), Dt.13.04.18	Bearing & Bearing adaptor sleeve	04 Nos.	26.04.18 to 07.05.18	10.05.18	Two Bid
7	NIT No.2018-19/07(P), Dt.13.04.18	Supply of Hot air box for BHEL make BBD Mill	02 Nos.	26.04.18 to 07.05.18	10.05.18	Two Bid
8	NIT No.2018-19/08(P), Dt.13.04.18	Inlet control damper for BHEL make PA Fan	01 No.	26.04.18 to 07.05.18	10.05.18	Two Bid
9	NIT No.2018-19/09(P), Dt.13.04.18	LH & RH Ribbons for BHEL make BBD Mill	06Nos.	26.04.18 to 07.05.18	10.05.18	Two Bid
10	NIT No.2018-19/10(P), Dt.17.04.18	Supply of Electrical items		25.04.18 to 16.05.18	17.05.18	Two Bid

(i) Time of submission /Receipt of bids: up to 15:00 Hrs. (ii) Time of bid Opening: at 15:30 Hrs.

Interested parties can collect the Tender Documents (free of cost) for purchase tenders only from the office of the AGM-SCM, ITPS, Banharpali, Jharsuguda, Odisha as per schedule mentioned upto 17:00 Hrs. Tender documents can also be downloaded from our website and used for participating in tender.

NB: Bidders having the requisite qualifying requirements as specified in the bid document shall only be considered for tender evaluation.

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

Important: The detailed NIT along with Terms and Conditions are available for download at OPGC website at www.opgc.co.in. Addenda/Corrigenda/ Extensions, if any, will be notified on the OPGC website only and will not be published in any other media. Interested companies or entities may visit OPGC website for the tender timeline and other details.

Sd/- AGM-SCM

(Email: bkmishra@opgc.co.in; Landline No. 06645-289703)

SAFE & CLEAN POWER IS OUR COMMITMENT

OPGC encourages all existing or new vendors/suppliers to register with us as empanelled vendors. Please visit our website www.opgc.co.in for details.



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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 (OPGCL) 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.

Sealed bids in Two Parts are invited from the manufacturers / authorize dealer / authorized stockiest only in their own letter heads for **“Supply of LH & RH Ribbons for BHEL-supplied Alstom-make BBD Mill”** to Ib Thermal Power Station as per specification mentioned hereunder. The bidder shall have to submit their sealed Bids in two parts. **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 and Part-II should be sealed separately in two envelopes and both the envelopes to be kept in a third envelope and sealed accordingly. All envelopes are to be super-scribed with the tender name and date.**

Bidding Procedure:

The Bidder(s) shall submit the bid in two parts, namely-

- | | | | |
|----|---------|---|-----------------------|
| 1) | Part-I | : | Techno commercial Bid |
| 2) | Part-II | : | Price Bid |

1) Part-I: Techno commercial Bid:

Should contain EMD, Documents in support of fulfilling the Prequalification criteria and Techno-commercial Bid. This envelope is to be superscripted with **“Enquiry No., Bid Opening Date, Part-I: EMD +Qualifying Requirements + Techno- Commercial Bid”**.

2) Part-II: Price Bid:

Should contain Price Bid and should be superscripted with **“Enquiry No. , PRICE BID”**.

Complete Bid:

Both the Techno-commercial & Price Bid in separate sealed cover shall be put in a third envelope, sealed & superscribed with **Enquiry Number, Bid Opening Date and Name of the Supply** as mentioned in Tender Enquiry. The full name, postal address, telegraphic address and telex/telephone/fax/E-Mail of the Bidder shall be written on the bottom left corner of the envelope.

Opening of Tender:

The techno-commercial bid shall be opened at a predetermined time, venue & date in presence of the Bidder(s) or their authorized representative who may like to be present. Partner, Director or permanent employee of the firm duly authorized can only be authorized representative. The authorization certificate should be produced at the time of bid opening.

Price bid shall be opened at a future date under intimation to all technically qualified Bidders and in presence of them or their authorized representatives who shall participate.

Note:

1. Signed & Stamped Bid Document (all pages) as a token of acceptance.
2. EMD as mentioned in tender document.
3. Tenders submitted without the above techno-commercial requirements shall be liable for rejection.
4. The bidder shall also comply and enclose all documents which are asked the tender document in the Part-I Techno-commercial Bid envelope only.
5. The bidders who are found qualified in above will be invited for the opening of the price bids.
6. No deviation shall be allowed in the price bid.



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Part-I –Techno Commercial bid shall comprise of the followings with required document

1) Prequalification Criteria:

- a) Bidder must confirm to supply as per the technical specification of as stipulated in the tender document on his letter head.
- b) Certificate in support of status as manufacturer is to be enclosed. In case dealer/distributor/stockiest, valid authorization certificate must be submitted as a proof.
- c) 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. Self-declaration certificate to be submitted.
- d) Bidder should provide the Documentary Evidence (Any one Purchase Orders, Satisfactory supply Completion Certificate & Performance Certificate) of supplying similar products* to reputed PSUs or any Large Power Utilities in last five years as on the bid opening date.
*Similar Products means Inlet Damper Control Assembly for PA fan NDZV 20 Herakle type BHEL make.
- e) Bidder should have an average annual turnover of minimum Rs. 50 Lacs in the last three financial years. Bidder should enclose the Tax audit report/Audited Balance Sheets/ Profit & Loss Statement of the last three audited years.

2) Technical Details:

- Inlet Damper Control Assembly for PA fan NDZV 20 Herakle type: One Set comprises 02 nos. (one for left and one for right end)
- Refer- Drawing for details.

3) Other Terms & Conditions:

- i. Quantity may vary at the time of order placement.
- ii. The bidder must be a reputed manufacturer / authorized dealer / authorized stockiest.
- iii. The bidder has to submit the material test certificate of the item (s) to be supplied.
- iv. The bidder has to enclose the details of their product catalogue.
- v. The bidder shall have to submit documentary evidences of successfully & satisfactorily supplying items to any reputed PSU in the last three financial years.
- vi. The Bidders shall have to submit their last three years balance sheets.
- vii. They must submit requisite EMD as mentioned in the tender in shape of DD drawn on State Bank of India (Code-9510) / Andhra Bank (Code-0662) / Central Bank of India (Code-283899) payable at ITPS, Banharpali or ICICI Bank, (Code-ICIC0003679) payable at Telenpali, Jharsuguda in favour of Odisha Power Generation Corporation Limited.
 - a. 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)
- viii. Photo copy of latest PAN, GST registration certificate and Manufacture certificate registered as per Registration of Company Act/NSIC, are to be submitted by the bidders.
- ix. The vendors shall be intimated their category of their unit status like Mini, Micro & Small as per the DIC (District Industries Certificate).
- x. Validity: The price shall remain valid for a period of 90 days from the date of opening of techno commercial bid.
- xi. Termination of Contract: The purchaser has to right to terminate the contract at any time after the expiry of delivery period.
- xii. Any deviation from above points shall have to be mentioned clearly in the techno commercial bid.
- xiii. Original hard copy of Bank mandate form to be submitted for release of payment through RTGS / E transfer. Bank mandate form is enclosed for reference.



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xiv. Soft copy of offer CD may be submitted.

Note: Bidder shall submit his credentials duly signed and stamped by authorized personnel.

Special Terms and Conditions

- **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 (09 months + 03 months 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.
- EMD submitted by you in the shape of BG will be returned to you on submission of above Bank Guarantee amount.
- **Delivery Period:** Bidder shall deliver the material within **06 (Six) weeks** from the date of placement of Purchase Order. Schedule of delivery shall be a point for consideration during evaluation of the bid.
- **Guarantee:** The bidder shall have to confirm that guarantee period of 06 months commencing from the date of use or 09 months from the date of receipt of material at Site whichever is earlier for defects in material and bad workmanship.
- For any damage of the material during the stipulated period there should be one and one replacement.



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TENDER NOTICE NIT-GENERAL TERMS & CONDITIONS

1. Sealed Tender (Two Bid System) 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 AGM, SCM 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.
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 for rejection.
4. Manuals/Pamphlets/Leaflets and drawings illustrating technical details/year of manufacture, makers name, country of origin must be enclosed with the tender, sample if required should be submitted along with the tender.
5. The tenders submitted must be free from over writings or eraser. Corrections & additions if any must be attested. Incomplete tender should not be submitted. Tenders received after the due date of opening will not be entertained.
6. 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 the tender.
7. PAN & GST REGISTRATION NUMBER MUST BE INDICATED IN VARIABLY FAILING WHICH OFFER SHALL NOT BE CONSIDERED.
8. Price offered should be of FOR destination, IB Thermal Power Station. P&F, Freight, Insurance, GST and other landed cost component quoted, if any, are to be indicated in terms of percentage of basic price/fixed price or will be loaded maximum for evaluation of bids.

Jharsuguda is our nearest transport go down which is 40 Kms from Ib Thermal.
9. Percentage of GST declared to be charged should be distinctly shown along with the price quoted. GST Registration number must be indicated invariably.
10. The tenderer's should be able to complete delivery within 20 to 30 days from the date of receipt of purchase order/delivery clause as mentioned herein in or else LD @0.5% per week or maximum @ 5 % will be applicable from the due date.
11. 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.
12. The tender should be agreeable to our payment terms, i.e. 100% within 30 days of receipt and verification of materials.



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13. The merchantability & fitness of the materials should be guaranteed against any manufacturing defect or bad workmanship for a period of 12 months from the date of use or 18 months from the date of supply whichever is earlier. Extra 03 months grace period shall be provided by them for lodging or claiming for the same.
14. Destination means Central Stores, Ib Thermal Power Station, Banharpali.
15. The tender must accompany photocopy of latest & valid Income Tax Clearance Certificate & Good & Service Tax Clearance Certificate without which tender will be rejected.
16. 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.
17. Illustrated pamphlet/leaflet and drawing indication technical details/Year of manufacture, Maker's Name, Country of Origin etc. must be enclosed with tender.
18. 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.
19. 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.
20. 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.
21. The undersigned reserves the right to accept/reject any or all the tender without assigning any reason thereof.
22. 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. OPGCL reserves the right to accept, reject all or any bid & can split among the bidders without assigning any reason thereof.
23. 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.
24. 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 of 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 purchased 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.
25. 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.
26. 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.
27. 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.



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- 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.
28. 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.
29. 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 Banharipali.
30. 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.
31. 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.
32. Tendering firms are advised to quote as per our serials number specified in tender notice.
33. 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.
34. 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.
35. 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.
36. 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.
37. These terms and conditions shall form a part of the contract.
38. 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.
39. 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.
40. 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.
41. 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.
42. Litigation: All expenses and cost in connection with litigation, if any, will be to vendor account.
43. **(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%



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500 Kms. To 1000 Kms. 4%

Above 1000 Kms. 5%

Insurance 0.086%

GST in %

(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.

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)

Freight* on (Basic + P&F)

Insurance on (Basic + P&F + Freight*)

GST on (Basic + P&F + Freight* + Insurance**)

Payment Terms Loading on (Basic + P&F + Freight* + Insurance** + GST)

NB: *Freight shall be loaded as applicable under GST regime i.e. Freight Paid or To-Pay.

**Transit Insurance shall be loaded as applicable under GST regime i.e. whether to be borne by party Or OPGC.

Any other component shall be loaded and evaluated as applicable.

In case on variable prices 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) Input tax credit benefit (ITC) shall be pass on to OPGC while quoting the unit basis price.

(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.)

Note: Clauses if mentioned under **Special Terms and Conditions** shall override the above clauses.



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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.
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 equipment.
 - 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.

Sd/- AGM-SCM



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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:

Signature:

Designation:

Company:



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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:

Signature:

Designation:

Company:



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

Sl. No.	Techno Commercial Points	Tender Requirement	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. In case dealer/distributor/stockiest, valid authorization certificate must be submitted as a proof.	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 as mentioned in the tender document.	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	GST in % % Inclusive/ Extra/Not applicable.	
10	Transportation Cost	Rs.---- per No./Lump sum. As extra/Inclusive	
11	Transit Insurance % extra/inclusive	
12	Odisha Entry Tax% inclusive/Extra	
13	Delivery Schedule as mentioned in the tender document	Four weeks Accepted/ Not Accepted	
14	Validity of offer	90 days from the due date of opening date of the Part-1 bid.(Techno Commercial). Accepted/ Not accepted.	
15	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%.	
16	Submission of security deposit/Bank Guarantee	Accepted/Not accepted	
17	The bidder has to accept our payment terms as mentioned in the tender document.	Accepted/ Not accepted.(in case non acceptance loading shall be done)	
18	Acceptance of part order quantity	Yes/ No	
19	Packing material as per OPGCL term to use	Yes/ No	



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	non asbestos and environmentally friendly material.		
20	Payment to be made through RTGS mode	Accepted/ Not accepted.	
21	All Bank charges to vendor account	Accepted/ Not accepted.	
22	Tender Notice NIT General Terms & Conditions	Accepted/ Not accepted.	
23	Acceptance to guarantee clause	Accepted/ Not accepted.	
24	Price escalation clause and formula	Submitted/ Not submitted	
25	List of Deviation statement from tender norms.	Submitted/ Not submitted	

Authorised Signatory:

Name of the firm:

Designation:

Company Seal:

Place & Date.



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Part-II Price Bid

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

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

BIDDERS REF.:

DATE:

SN	PRQ No	Material Code	Description	UOM	Qty.	Unit Rate (Rs.)	Amount (Rs.)
1.	3100000985	146152051020	Inlet damper control assy NDZV20 Herakle Refer Specification and Drawing as mentioned in the tender document.	Set	01		



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Table -A:

S/N	Tax/Delivery Charge Components	Pricing Calculation (Unit Rate= Basic) E.g. on (specify %age on components) • Specify Inclusive/Nil if included in the <u>Basic</u> . • Discount (%age) <u>on Basic</u> • P&F (%age) <u>on Basic</u> • GST (%age) <u>on Basic + P&F so on.</u>	GST applicable (Yes/No)
a)	Discount		
b)	Packing & Forwarding charges:		
c)	Estimated freight (Specify mode of transport):		
d)	Transit Insurance (specify rate):		
e)	GST Rate along with the HSN code & HSN description for each item:		
f)	Any other charges: (Add rows to specify components; components should be in %age of charge or fixed amount)		

HSN Code: _____ for each item

HSN Description: _____ for each item

GST Rate: _____

- (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.

- NOTE:**
- All the prices shall be quoted in INR only.
 - In case any component is not specified, then it shall be assumed that the price is inclusive of the tax/delivery charge components.



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- GST Rate should not be quoted as inclusive.
- Bidder has to use the above Price Bid Format failing which Bid may be rejected.

Authorized Signatory:

Name of the firm with Seal:

Designation:

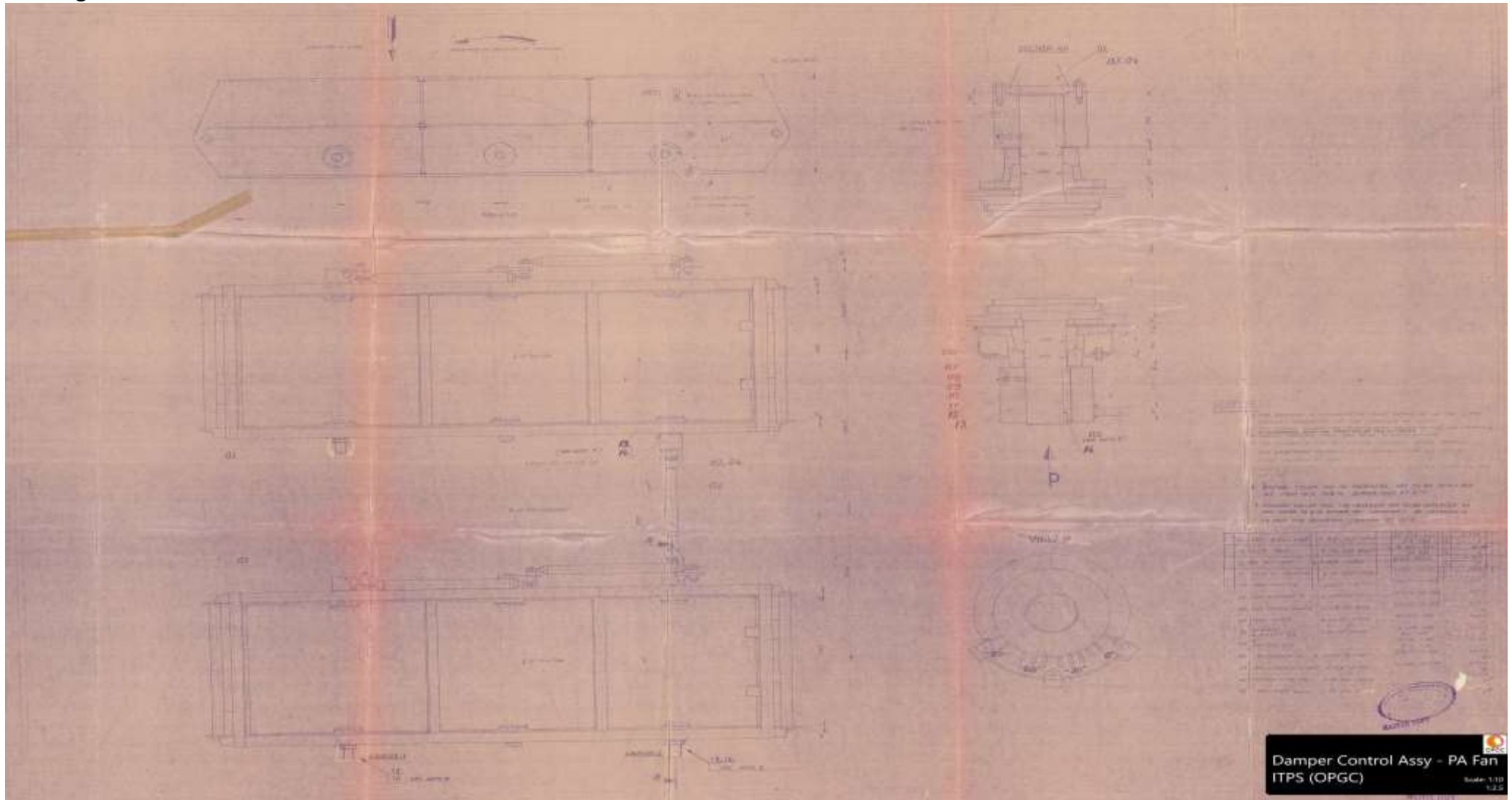
Place & Date:

(Purchase)



Odisha Power Generation Corporation Limited IB Thermal Power Station

Drawing:





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

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

Dear Sir,

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

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

1. Name of the Party:

2. Address of the Party

City Pin Code

E-mail ID

Permanent Account Number

Telephone/Cell No.....

3. Particulars of Bank :

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

4. Date from which the mandate should be effective :

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold Odisha Power Generation Corporation Ltd responsible. I also undertake to advise any change in the particulars of my account to facilitate updation 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)



Odisha Power Generation Corporation Limited

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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, 7th Floor, Fortune Tower, Chandrasekaharpur, Bhubaneswar-751023, Odisha herein-in after called the "Owner" which expression shall unless repugnant to the subject or context include its successor & assignees) having awarded to M/swith its Registered/Head office at.....here-in after referred to as the "Contractor" which expression shall unless repugnant to the subject or context include its successor, executors & assignees) a contract by issue of Owner's Letter of Intent No.dt.....and the same having been unequivocally accepted by the contractor resulting in a contract bearing No.dated valued at Rs.....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 detailed in the said agreement) and for the due fulfillment by the contractor(s) of the terms and conditions contained in the said agreement.
- 2.0 We(here-in after referred to as " the bank"
(Name & address of Bank)
having its Head Office atdo hereby guarantee and undertake to pay the owner, on demand any and all amount payable by the contractor not exceeding Rs.(Rupees) only as aforesaid at any time upto
(days/month/year)
- 3.0 Wedo 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 Wefurther agree that the
(Name of Bank)
guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all dues of OPGC have been fully paid and its claims satisfied or discharged until OPGC certifies that the terms & conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
- 5.0 We further agree with the
(Name of Bank)
OPGC that OPGC have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the OPGC against the said contractor(s) and to for bear or enforce any



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of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, postponement or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the OPGC or any indulgence by the OPGC to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6.0 This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the contractor(s)/suppliers(s).

7.0 Notwithstanding anything contained herein a) Our liability under this bank guarantee shall not exceed Rs..... [Rupees] b) This bank guarantee shall be valid upto c) We are liable to pay the guaranteed amount or any part thereof under this B.G only and only if the beneficiary/Govt. serves upon the bank a written claim or demand on or before

8.0 Welastly undertake not to revoke this
(Name of Bank)

guarantee during its currency except with the previous consent of the OPGC in writing.

Dated theday of201...

9.0 Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs..... (Rupeesonly) and this guarantee is valid upto We shall be released 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 confirmation from the controlling office at the following address

WITNESS with address

- 1.
- 2.

For and on behalf of (the Bank)
 Signature
 Name
 Designation.....
 Authorization.....
 Seal of the Bank.