



ODISHA POWER GENERATION CORPORATION LIMITED
IB THERMAL POWER STATION UNIT # 3 & 4
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NOTICE INVITING TENDER

NIT No. ITPS/Unit 3 & 4/23-24/37(P)

Date: 03/10/2023

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

SI	Material Description	Tender Cost (Rs.)	EMD (Rs.)	Contract Period	Sale of Tender document	Date of receipt & submission /Opening of technical Bid
1.	"Supply of BOBRN WAGON"	Not Applicable	Rs. 13,50,000/-	-	07/11/2023 to 06/12/2023 (Hard & Soft copy only)	Up to 3:00 PM on 07/11/2023 3:30 PM onwards on 07/11/2023

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

b) Further please note to submit your offer considering GST provision and its related input tax credit benefits to be passed on to OPGC

c) Pre-Bid meeting shall be held on 22/11/2023 (11:00 am) at OPGC Resource Centre.

Cost of bid document (non-refundable) shall be paid by Demand Draft in favor of OPGC Ltd. drawn on State Bank of India (Code-9510) / Union Bank of India (Code-UBIN0806625) / Central Bank of India (Code-283899) payable at ITPS, Banaharpali. 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 sale 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/office closed, the tender will be issued/ received / opened at the respective time on the next working day. The photocopies of all the supporting documents required for participating in the tender mentioned in NIT/Tender paper shall be submitted along with the bid; otherwise, the bid is liable for rejection. Bids without EMD will be rejected outright.

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

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

Important: Agenda/Corrigenda/ Extensions, if any, will be notified on the OPGC website only and will not be published in any other media.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

Sd/- GM- SCM

SAFE & CLEAN POWER IS OUR COMMITMENT

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INFORMATION TO BIDDERS

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

1) THE BIDS COMPLETE IN ALL RESPECT MUST BE SUBMITTED IN A SEALED ENVELOPE **SUPERSCRIBED WITH TENDER ENQUIRY NUMBER, NAME OF THE WORK AND DUE DATE OF OPENING**. THE BID DOCUMENTS ARE NOT TRANSFERABLE. THE BIDDER MUST SUBMIT THE FOLLOWING ALONG WITH THE BID:

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

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

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

Note:

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

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- Bidders has to follow the general instruction while submitting the price bid.
- Bank Mandate form to be submitted to make your payment through RTGS/NET.
- Vendors are requested to send their **sealed offer** subscribing the tender number, date and due date on the envelope. Mail offer may not consider at the time of price opening.
- The Tender shall be accompanied by Earnest Money (EMD) @ Rs. 13,50,000. The Earnest Money offered shall be in shape of Demand Draft/Pay Order/Bank Guarantee (BG as per attached format & shall be valid for 06 months) in favor of ODISHA Power Generation Corporation Ltd. drawn on State Bank of India (Code-9510) / Union Bank of India (Code-UBIN0806625) / Central Bank of India (Code-283899).
- All Micro & Small Enterprises (MSEs) who are registered with DIC/KVIC/KVIB/Coir Board/NSIC/DHH/ Udyog Aadhar Memorandum are eligible to get the benefit of exemption from payment of EMD & Tender cost and to get the exemption, the participating bidders have to obtain/register as MSME for the specific service/supply of goods/both.
- To get the exemption of EMDs & tender fee, the party has to make an application to the head of supply chain management (SCM) who is conducting tendering process along with proof of documents regarding eligibility of the exemption at least 2 days before the last day of bid submission. The HOD after due examination will allow to participate without submission of EMD& tender fee & the same has to be communicated to bidder in writing.
- The Earnest Money of all unsuccessful Bidders will be returned within thirty (30) days after the award of the Contract.
- Any Tender not accompanied with Earnest Money in accordance with aforesaid provisions shall be rejected by the Owner as non-responsive Bid.
- No interest will be payable by the Owner on the said amount covered under Earnest Money / other security deposits.
- On finalization of Tender, Earnest Money deposited in form of DD of successful Bidder will be treated as part of the initial security at the option of the said Contractor or shall be returned to the successful bidder at his option.
- A Bidder shall submit the Tender which satisfies each and every condition laid down in this notice and other tender documents, failing which the Tender will be liable to be rejected.
- The ODISHA Power Generation Corporation Ltd. do not bind themselves to accept the lowest or any tender or to give any reasons for their decision. The Owner reserves the right to allow the Public Sector Undertakings price preference facilities as admissible under existing Govt. policy. The prospective Bidders may apprise themselves of the relevant Govt. notification in this regard before submission of their bid. The ODISHA Power Generation Corporation Ltd. reserves the right of accepting the whole or any part of the Tender or split the total scope of work among eligible Bidders and Bidder (s) shall be bound to perform the same at his/their quoted rates.
- OPGC reserves the right to accept / reject any or all tenders, split up the scope among eligible bidders or cancel the tender altogether without assigning any reason thereof.

- Bidder has to submit the price bid as per the price bid format.
- Bid documents duly signed & stamped in all pages as a token of acceptance.
- Original price bid duly filled in, signed & stamped on each page shall be submitted. Any price breakup (if required) must be submitted separately. The rates offered by the bidder shall be clearly written in English (clearly hand written or typed) both in words and figures and shall be free from any aberrations, deletions, and corrections and overwriting. In case of any illegibility of the offer submitted by bidder the interpretation by OPGC shall be final and binding on the bidder. Insertion, postscript, addition and alteration shall not be accepted after submission of the bid.
- Bidders are advised to submit the tender based strictly on the terms and conditions and specifications contained in the tender documents and not stipulate any deviations in normal case.
- Vendors are requested to submit their seal offers at our office by sending through DTDC **COURIER / SPEED POST/REGISTER POST/By Person.**
- OPGC will award the contract to the successful bidder whose bid (offered/evaluated) has been found the lowest i.e., on L-1 basis.
- OPGC reserves the right to evaluate the quotation on such deviations having financial implications by adding the cost determined by OPGC.
- Wherever it is mentioned in the specification that the contractor shall perform certain work or provide certain facilities, it is understood that the contractor shall do so at his own cost.
- Before quoting the rates the Bidder should go through the specifications, scope of work, special condition of contracts etc. and get himself fully conversant with them.
- The details of items in the price schedule shall be read in conjunction with the corresponding technical specifications. Items of work provided in the price schedule but not covered in the technical specifications shall be executed strictly as per instructions of Engineer in charge.
- Rate will be valid for the 1 year from date of award of contract. Extension/Repeat order can be placed as per requirement of the OPGC for a period of 6 months for supply.
- Delivery: Material shall be required within 60 days on F.O.R. site Basis from the date of placement of purchase order on successful bidder.
- OPGC reserves the rights of accepting the whole or any part of the tender and bidder shall be bound to perform the same at their quoted rates.

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

PRICE OFFERED SHOULD BE FOR DESTINATION (OUR SITE) INCLUDING FREIGHT CHARGE, IB THERMAL POWER STATION, P & F, INSURANCE EXCEPT GST WHICH IS TO BE EXTRA ARE TO BE INDICATED IN TERMS OF PERCENTAGE OF BASIC PRICE OR WILL BE LOADED MAXIMUM WHILE

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

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

GENERAL INSTRUCTIONS

- 1.0 EACH QUOTATION SHOULD BE SENT IN PROPERLY SEALED ENVELOPE ADDRESSED TO THE AGM-Mechanical (PROCUREMENT & CONTRCATS DEPT.)- UNIT 3&4, IB THERMAL POWER STATION, BANHARPALI, DIST. JHARSUGUDA, PIN: 768234. THE ENVELOPE SHOULD BEAR THE TENDERER'S DISTINCT RUBBER STAMP. TENDER NO. _____ DUE ON DT. _____ SHOULD INVARIABLY BE GIVEN ON THE COVER.
- 2.0 IN CASE OF ITEMS OF SPECIFIC MAKE, ONLY MANUFACTURERS AND THEIR ACCREDITED AGENTS/STOCKIEST/AUTHORIZED DEALERS ARE ENTITLED TO QUOTE. FOR THIS THEY SHOULD SUBMIT AN ATTESTED COPY OF THE PRINTED PRICE LIST ALONG WITH TENDER.
- 3.0 THE TENDERS SUBMITTED MUST BE FREE FROM OVER WRITINGS OR EROSIONS. CORRECTIONS & ADDITIONS IF ANY MUST BE ATTESTED. INCOMPLETE TENDER SHOULD NOT BE SUBMITTED. TENDERS RECEIVED AFTER DUE DATE OF OPENING WILL NOT BE ENTERTAINED.
- 4.0 THE REQUIRED EMD IN SHAPE OF DD DRAWN IN FAVOUR OF "ODISSA POWER GENERATION CORPORATION LIMITED" PAYABLE AT SBI, IB THERMAL POWER STATION, BANHARPALI, CODE NO.9510, / CENTRAL BANK OF INDIA, BELPAHAR (CODE-3899) / UNION BANK OF INDIA, ADHAPADA (CODE-UBIN0806625) SHOULD INVARIABLY BE ENCLOSED WITH THE TENDER.
- 5.0 NO INTEREST WILL BE PAYABLE BY THE OWNER ON THE SAID AMOUNT COVERED UNDER EARNST MONEY / OTHER SECURITY DEPOSITS.
- 6.0 THE OFFER GIVEN MUST REMAIN VALID FOR A PERIOD OF 180 DAYS FROM THE DATE OF OPENING OF BID.
- 7.0 RATE WILL BE VALID FOR 1 YEAR FROM DATE OF AWARD OF CONTRACT.
- 8.0 MANUALS/PAMPHLETS/LEAFLETS AND DRAWINGS ILLUSTRATING TECHNICAL DETAILS/YEAR OF MANUFACTURE, MAKERS NAME, COUNTRY OF ORIGIN MUST BE ENCLOSED WITH THE TENDER, SAMPLE IF REQUIRED SHOULD BE SUBMITTED ALONG WITH TENDER.
- 9.0 THE PRICE QUOTED SHOULD BE FIRM AND DELIVERY F.O.R. DESTINATION INCLUSIVE OF PACKING, FORWARDING, TRANSPORTATION AND INSURANCE CHARGES EXCEPT GST WHICH IS TO BE EXTRA AS ACTUAL.

- 10.0 ACTUAL/PERCENTAGE OF SALES TAX/EXCISE DUTY LEVIABLE AND DECLARED TO BE CHARGED SHOULD BE DISTINCTLY SHOWN ALONG WITH PRICE QUOTED. WHERE IT IS NOT MENTIONED CLAIMS FOR PAYMENT OF SALES TAX AND EXCISE DUTY SHALL NOT BE ENTERTAINED ON ANY GROUND. SALES TAX REGISTRATION NUMBER MUST BE INDICATED INVARIABLY.
- 11.0 THE TENDERER SHOULD BE ABLE TO COMPLETE DELIVERY WITHIN 60 days FROM THE DATE OF RECEIPT OF PURCHASE ORDER.
- 12.0 THE TENDERER SHOULD BE AGREEABLY TO OUR PAYMENT TERMS I.E 100% WITHIN 30 DAYS OF RECEIPT AND VERIFICATION OF MATERIALS AT OUR SITE.
- 13.0 QUALITY OF MATERIALS TO BE SUPPLIED SHOULD BE BRAND NEW, FREE FROM ALL FLAWS, GOOD FINISH AND SHOULD BE AS PER TECHNICAL SPECIFICATION AND RELEVANT TO IS SPECIFICATION.
- 14.0 THE TENDER MUST ACCOMPANY PHOTO COPY OF LATEST & VALID INCOME TAX CLEARANCE CERTIFICATE & GST CERTIFICATE WITHOUT WHICH TENDER WILL BE REJECTED.
- 15.0 DESTINATION MEANS CENTRAL STORES, IB THERMAL POWER STATION, AND BANHARPALI.
- 16.0 WHENEVER TENDERERS HAVE ENTERED INTO RATE CONTRACT WITH DGS&D OR EPM, THE WILL INDICATE THE SAME IN THEIR TENDERS AND SUBMIT A COPY OF RATE CONTRACT AS A PROOF OF CLAIM.
- 17.0 THE QUANTITY INDICATED IN THIS ENQUIRY IS PROVISIONAL AND SUBJECT TO CHANGE AS PER PLANT REQUIREMENT, WHICH MAY INCREASE OR DECREASE DURING THE CONTRACT PERIOD. OPGC HAS NO OBLIGATION TO RECEIVE THE FULL ORDERED QUANTITY.
- 18.0 SUPPLIER HAVING PAST EXPERIENCE OF SUPPLYING SIMILAR ITEMS TO OTHER THERMAL POWER STATIONS MAY SUBMIT A PHOTO COPY OF THE P.O. ALONG WITH THE QUOTATION.
- 19.0 WARRANTY WILL BE MINIMUM OF 36 MONTHS FROM DATE OF DISTPATCH.WARRANTY & TEST CERTIFICATE HAS TO BE PROVIDED ALONG WITH MATERIAL.
- 20.0 THE UNDERSIGNED RESERVES THE RIGHT TO ACCEPT/REJECT ANY OR ALL THE TENDER WITHOUT ASSIGNING ANY REASON THEREOF.
- 21.0 PENALTY FOR DELAY IN DELIVERY: - THE VENDOR IS LIABLE TO PAY PENALTY AT THE RATE OF 0.5 % OF THE COST OF UNDELIVERED MATERIALS PER WEEK OR PART THEREOF SUBJECT TO MAXIMUM 05 % OF THE COST OF UNDELIVERED MATERIALS. IF DELAY IS BEYOND 10 WEEKS OR LESS DEPENDING UPON THE REQUIREMENT, THE BUYER RESERVE THE RIGHT TO CANCEL THE P.O. AND COLLECT THE MATERIALS FROM ANY OTHER SOURCE AT THE RISK OF ORIGINAL SUPPLIER WITHOUT MAKING ANY REFERENCE TO HIM. THE ADDITIONAL FINANCIAL INVOLVEMENT OCCURS IF ANY FROM PROCURING OTHER SOURCE SHALL BE RECOVERED FROM YOU.
- 22.0 (A) **PREPARATION OF COMPARATIVE STATEMENT**
 VENDOR SHOULD NOTE FOLLOWING LOADING FACTORS TO BE USED BY OPGC DURING EVALUATION PROCESS IN CASE THE SAME HAS NOT BEEN CONSIDERD DURING OFFER SUBMISSION.
- | | |
|---------------------------|--------|
| P&F CHARGES | 2% |
| FREIGHT LESS THAN 300 KMS | 3% |
| 300 KMS. TO 500 KMS. | 4% |
| 500 KMS. TO 1000 KMS. | 5% |
| ABOVE 1000 KMS. | 6% |
| INSURANCE | 0.086% |

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(NOTE: PERCENTAGE LOADING WILL BE LIMITED TO FULL TRUCK/TRAILER LOAD RATE FOR EACH TRUCK LOAD).

(B) PAYMENT TERMS LOADING

1.5% PER MONTH (WHEREVER PARTIES HAVE QUOTED 100% THROUGH BANK/ADVANCE AGAINST OUR STANDARD AND PAYMENT TERMS OF BID DOCUMENTS)

IN CASE OF PAYMENT THROUGH BANK LOADING FOR A PERIOD 30 DAYS AND IN CASE OF ADVANCE PAYMENT ALONG WITH P.O. THE LOADING FOR THE PERIOD OF DELIVERY PERIOD PLUS 30 DAYS, MAY BE TAKEN. IN CASE OF 90% THROUGH BANK & BALANCE 10% WITHIN 30 DAYS AFTER RECEIPT AND ACCEPTANCE OF MATERIALS.

LOADING FACTOR WILL BE $1.5 \times 0.9 = 1.35\%$. 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.

23.0 LOADING PROCEDURES

BASIC PRICE	
PACKING & FORWARDING CHARGES	(ON BASIC PRICE ONLY)
FREIGHT ON	(BASIC + P&F)
INSURANCE ON	(BASIC + P&F + FREIGHT)
GST	(BASIC + P&F + FREIGHT+INSURANCE)
PAYMENT TERMS LOADING ON	(BASIC + P&F + FREIGHT+GST)

24.0 WEIGHT/LENGTH VARIATION

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

25.0 FORCE MAJEURE

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

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

VENDOR SHALL PROTECT AND FULLY INDEMNIFY THE PURCHASER FROM ANY CLAIMS FOR INFRINGEMENT OF PATENTS, COPY RIGHT, TRADE MARK OF THE LIKE. SELLER SHALL ALSO

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

27.0 SECURITY DEPOSIT

SECURITY DEPOSIT CLAUSE FOR PERFORMANCE OF SUPPLY @5% OF BASIC VALUE IN SHAPE OF DD/BG/DEDUCTED FROM THE BILL. NO INTEREST WILL BE PAYABLE BY THE OWNER ON THE SAID AMOUNT COVERED UNDER EARNEST MONEY / OTHER SECURITY DEPOSITS. THE EARNEST MONEY DEPOSITED WITH THE TENDER SHALL BE ADJUSTED TOWARDS INITIAL SECURITY DEPOSIT AT THE OPTION OF THE BIDDER. CONTRACTOR SHALL FURNISH THE INITIAL OR TOTAL SECURITY AMOUNT @5% OF BASIC VALUE IN SHAPE OF BG/DD/DEDUCTED FROM THE BILL.

BANK GUARANTEE (BF) IN THE PRESCRIBED FORMAT FROM ANY NATIONALIZED OR SCHEDULED BANK TO BE SUBMITTED WITHIN THE SPECIFIED TIME PERIOD. IN ALL THE CASES IF TOTAL SECURITY IS NOT DEPOSITED EITHER IN FORM OF DEMAND DRAFT OR BANK GUARANTEE WITHIN 15 DAYS OF ISSUANCE OF LOI/ORDER THE SECURITY AS MENTIONED ABOVE SHALL BE RECOVERED FROM THE RUNNING BILL OF THE CONTRACTOR. THE BANK GUARANTEE FACILITY SHALL BE EXTENDED TO ONLY COMPANIES OF REPUTE AT THE DISCRETION OF OPGC.

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT SHALL BE VALID FOR THE ENTIRE CONTRACT PERIOD PLUS ADDITIONAL 03 MONTHS. IN CASE OF ORDER EXTENSION/RENEWAL BANK GUARANTEE TO BE RENEWED ACCORDINGLY.

28.0 LANGUAGE

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

PREPARATION OF BID:

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

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

PART-I: TECHNO-COMMERCIAL BID

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

The bidder shall enclose the following documents in this bid.

- Crossed demand draft for requisite amount drawn in favor of Odisha Power Generation

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Corporation Ltd. in the manner prescribed above towards the earnest money and tender cost without which the tender will be summarily rejected.

- Bidder must clearly specify whether they have quoted or Not Quoted & also indicate the make/brand quoted against each item unpriced bid format enclosed in the tender document.
- GST Certificate copy.
- PAN Certificate copy
- Supporting documents as mentioned in qualifying criteria.

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

The techno-commercial bid with all its enclosures as mentioned should be put in an envelope, sealed & super scribed as "techno-commercial bid". This envelope must contain name of the work, NIT no., due date of opening and name & address of the bidder on bottom left-hand corner of the cover.

PART-II: PRICE BID

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

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

QUALIFICATION CRITERIA

1. The bidder must be a manufacturer of BOBRN WAGON and should be approved by RDSO under G105. Bidder has to submit PO copies during the last Five (5) Years meeting any one of the following criteria.
 - a) Three similar completed works costing not less than Rs. 700 Lakh each. OR
 - b) Two similar completed works costing not less than Rs. 900 Lakh each. OR
 - c) One similar completed work costing not less than Rs. 1100 Lakh.
2. Average annual financial turnover during last three years (i.e., 2020-21, 2021-22 and 2022-23) should be Rs. 3000 Lakh. or more. Audited Balance Sheet and profit & Loss A/C must be submitted along with the Techno-commercial Bid. In case the account is not audited, a certificate from a chartered accountant should be produced towards turnover.
3. The bidder must not have been blacklisted or debarred in last five years to participate in tendering of similar supply earlier by any Govt./Public Sector Utility / IPP/CP. Self-declaration certificate shall be submitted along with technical bid
4. Bidder must confirm to supply as per technical specification as stipulated in the tender document (Self-declaration on your letter head to be submitted).
5. Must submit copy of PAN & GST registration along with the technical bids. In case the bidder is registered under MSME/NSIC copy of certificate to be submitted in the technical bid.
6. Bidders should submit the purchase order copies of other customer preferably from govt organization /PSU/Private Organization of repute for similar item. They should provide performance feedback report from the customer as their credentials.
7. Notwithstanding anything stated above, OPGC reserves the right to assess the capability and capacity of the Bidder to perform the contract, should the circumstances warrant such an assessment in the overall interest of OPGC.
8. Guarantee / warrantee shall be 12 months from the date of use or 18 months from the date of supply whichever is earlier.

Acceptance of Reverse Auction: Bidders are to give their acceptance for participating in e-Reverse Auction if required through M/s.MSTC in addition to the submission of manual Price Bids. If required & Management decides E-RA will be held after opening of manual price bids and the lowest among both manual bids and e-RA will be considered further for evaluation.

The detailed terms and conditions of the e-Reverse Auction is mentioned in the tender document as "RULES AND REGULATIONS OF THE E-REVERSE AUCTION".

NB: The transaction fee for e-RA will be @0.03% of starting Price maximum up to Rs.10,000/- + Taxes as applicable, payable to M/s.MSTC.

GM- (SCM)

PRICE BID FORMAT						
Sr No	Short Text	Details	QTY	UOM	Unit Price	Total Price
1	BOBRNHS M1 Wagon Complete	Design, engineering, manufacturing, shop fabrication, assembly, testing & inspection at manufacture's works, packing, forwarding and supply & commissioning of bottom discharge coal hopper complete wagon of model BOBRNHSM1, Design K , as per RDSO DRAWING NO: WD-91071-S-50 Alt.12 or latest, Design K with pick up shoe, electro pneumatic valve / spool valve for door opening mechanism arrangement. The door operating air pipe line and air receiver tank shall be charged from the locomotive through hose couplings and feed pipe with compressed air at a pressure of 5 KG/cm ² to 6 KG/cm ² . The wagons will have bottom discharge hopper for operating on 1676 mm gauge (BG).	No.	25		
2	Casnub 22 NLB Bogie Complete for BOBRN	Wagon Bogie Complete CASNUB 22 NLB with all fitting (including wheel set, brake assembly, brake beam, side bearer, bearing, elastomeric pad, friction damping arrangement, Spherical center pivot & etc.) for BOBRN wagon suitable for 22.9 t axle load having RDSO specification - WD-21-CASNUB-22- NLB Bogie-93(rev-2 of July 2002) or latest revision and amendment having general arrangement drg. No. WD-89073-S-02, Alt.11 or latest.	No	20		
3	Casnub 22 HS Bogie Complete for BOBRN	Wagon Bogie Complete CASNUB 22 HS with all fitting (including wheel set, brake assembly, brake beam, side bearer, bearing, elastomeric pad, friction damping arrangement, Flat center pivot & etc.) for BOBRN wagon suitable for 22.9 t axle load having RDSO specification - WD-17-CASNUB-22-HS Bogie-92(revision-3) or latest revision and amendment having general arrangement drg. No. WD-040778-S/1 Alt -04 or latest.	No	10		
Sub- Total						
Taxes						
Grand Total						

Price quoted should be firm, till completion of delivery, on F.O.R. - Destination basis, OPGC, Banaharpali MGR Track (Door delivery), including RDSO design charge & Drawing Approval, RDSO Inspection Charge, RDSO Speed Certificate, P&F, freight charges, transit insurance etc. Bidder has to quote FOR (Door Delivery basis) price with detail of breakup of railway charges, freight, inspection, & GST. Rate of GST to be clearly specified for individual charges. Any permission or approval from Railway shall be arranged by the bidder up to delivery at OPGC Site.

SCOPE OF WORK

For Item No. 1.: MGR type BOBRNHSM1 (Design-K) wagon complete with bogie/trolley complete in all respect having RDSO Drg No. WD- 91071-S-50 Alt 12 or latest.

Design, engineering, manufacturing, supply, shop fabrication, assembly, testing & inspection at manufacture's works, packing, forwarding & commissioning of Twenty-Five (25) Nos. of Bottom discharge Hopper wagons Design K, AS PER RDSO DRAWING NO: WD-91071-S-50 Alt.12 or latest as below –

- i) **BOBRNHSM1 (Design-K) or latest Wagon**
- ii) **Technical specification with Door Operating Air Pipe:** - Door Operating Air Pipe: The Bottom Discharge Doors shall be operated by charging compressed air to pneumatic DOM Cylinder through 24 V battery and pick up shoe & electro pneumatic Valve /spool valve fitted with the pipeline (32 NB feed pipe and 20 NB branch pipes). The Door Operating Air Pipe Line and Air Receiver Tank shall be charged from the locomotive through Hose Couplings and feed pipe with compressed air at a pressure of 5 KG/cm² to 6 KG/cm².
- iii) **DETAILED SPECIFICATIONS:**

<u>Sl. No.</u>	<u>Description</u>	<u>Data/Dimensions</u>
1.	TYPE OF WAGON	BOBRNHSM1 (MBS) Design K or latest
2.	WHEEL DIA	1000 mm
3.	LENGTH OVER COUPLER FACES	10.6 Meter.
4.	OVERALL WIDTH	3500 mm
5.	OVERALL, HEIGHT	3735 mm
6.	AXLE LOAD	22.32 T
7.	ALLOWABLE PAY LOAD	63.67 T
8.	GROSS LOAD	89.28 T
9.	BOGIE TYPE	CASNUB-22HS
10.	NO. OF DISCHARGE GATES	04 NOS
11.	HOPPER ANGLE	42 DEG. for (BOBRNHSM1) as per RDSO Drawing No: WD- 91071-S-50 Alt.12 or latest
12.	The wagons will be operating on 1676 mm gauge fitted with a PICK-UP SHOE electro pneumatically operated door operating mechanism as per RDSO specifications. The commissioning, trial operation and performance guarantee tests will be carried out at OPGC, Banaharpali, Jharsuguda MGR system	

- iv) **Procurement to be done from: -**

<u>Sl. No.</u>	<u>Description</u>	<u>Known Vendors</u>
1.	Wheel & Axle set	A) Wheel & Axle Plant, Bangalore; B) DSP, Durgapur; C) BHARAT FORGE Ltd. PUNE or any reputed wheel supplier
2.	Bearing	A) Tata Timken; B) NEI; C) SKF or from RDSO/Railway Vendor
3.	DOM Pneumatic cylinder, Spool valve, Pick up shoe and diode etc.	From Reputed RDSO/Railway Vendor / supplier

NIT No. ITPS/23-24/37 (P) dtd. 03/10/2023

v) **DRAWINGS:**

All the drawings should be duly approved by RDSO or OPGC. LIST OF DRAWINGS & MANUALS is mentioned below:

(A) General arrangement	(B) Under frame arrangement	(C) Centre sill and end sill details
(D) Cross ridge assembly and details	(E) Bolster details	(F) Body structure Assembly
(G) Side-wall Assembly and details	(H) End-wall Assembly and details	(I) End frame construction and details
(J) Hopper arrangement	(K) Hopper details	(L) Door Assembly
(M) Door details	(N) Door mechanism arrangement	(O) Brake diagram
(P) Brake gear arrangement	(Q) Air Brake Equipment and pipe layout	(R) Air brake pipe details
(S) Door operating air pipe layout	(T) Door operating air pipe details.	(U) Detailed drawing of wheel
(V) Trial operation procedure P&G test Procedure	(W) O&M manuals	(X) As made drawings
(Y) Prototype test procedure		

vi) **PERFORMANCE & GUARANTEE TEST:**

(A) Pre-requisites of P&G Test by Buyer:

- i) Availability of track hopper to facilitate unloading of wagons in-motion or in stationary condition.
- ii) Adequate supply of coal from mine end to facilitate minimum 5 Nos. unloading operations for all wagons during a maximum period of one week
- iii) Locomotive with driver and adequate supply of compressed air for operation of door mechanism and air brakes.
- iv) Communication System.

(B) Pre-requisites of P&G Test by Seller:

- i) Stopwatches : 2 Nos.
- ii) Pressure gauges(15kg/cm²) : 2 Nos.
- iv) Measuring tape : 1 No.
- v) Chalk : 1 box.
- vi) Multimeters : 2 Nos. (duly calibrated)
- vii) Deputation of team to site to associate with/conduct P&G tests.

1. PG TEST PROCEDURE:

- (A) Total number of wagons shall be arranged into lots to form rakes for carrying out P&G tests. Number of wagons in the rakes shall be mutually decided at site, however, number of wagons in a rake shall be as below:
Single-headed rakes - 25 wagons
- (B) Before starting the tests, the rakes shall be handed over to Supplier for conducting trials and any rectification, if found necessary.
If it is not found feasible to detach a defective wagon from the rake formation, identification of the same shall be undertaken before the rake leaves OPGC premises for loading. Such identified defective wagon shall not be considered for P&G test.

- (C) The tests shall be so conducted that each wagon undergoes minimum 5 operating cycles in loaded and empty conditions.
- (D) PG test will be witnessed by the representatives of both OPGC and Supplier. All observations shall be recorded in the specified Proforma's and shall be signed in original by each representative.
- (E) Each party shall retain one signed original copy.
- (F) If by any reason, the test is suspended/ stopped in between, it shall restart from the very point where it was suspended/ stopped. Process and time for restarting the test shall be mutually decided at site.
- (G) Following data shall be recorded for compliance before commencement of each test run–
Air pressure on first/last wagon: 5kg/cm²
- (H) After unloading the coal, the driver will stop the train beyond track hopper for inspection. After the inspection and recording of necessary data, the train shall be allowed to move. All recordings and data sheets shall be signed by representatives of OPGC and Vendor in the specified

2 TEST DETAILS:

(I) Door Opening - Closing Test:

- (A) It shall be ensured that a minimum of 10 opening/closing cycles are performed on each wagon. Effort should be made to perform all the door opening and closing operations on loaded wagons. If, due to site constraints this is not possible then out of 10 cycles, minimum 5 cycles shall be performed with loaded wagon(s).
- (B) Doors of a wagon shall be considered 'open' if all doors of the wagon are open. Further doors of a wagon shall be considered 'closed' if it's all doors are closed and locked, i.e., door operating resting on the stop position and primary lock closed. Open & close positions shall be clearly marked in the Proforma.
- (C) A minimum of each wagon 10 door opening and 10 door closing cycles for 10 wagons shall be performed.
- (D) The failure of door operating mechanism shall not exceed 0.3% in each of the door opening and door closing cycle respectively. It should be ensured that minimum of 10 operations are performed on each wagon.

(II) Unloading Time Test (Coal discharge time):

- (A) During the above test runs with loaded wagons, unloading time of wagons shall also be measured.
- (B) Representatives of buyer and Supplier will take up positions at any two (2) wagons as identified by buyer in the rake during every test run. In case normal unloading time of wagons appears to be close to the maximum specified time, a greater number of wagons in the rake shall be observed for unloading time performance at the sole discretion of buyer.
- (C) The representatives will take the coal discharge time of wagons starting from impulse given to the wagons till coal discharge ceases.
- (D) Coal unloading time shall generally be under 20 seconds and shall not exceed 30 seconds at any time.

(III) Brake Test:

Application and release of Brake shall be demonstrated with help of locomotive during PG test to the satisfaction of the engineer in charge. The test shall be conducted under such operating conditions (loaded/empty, level, gradient, speed) as desired by engineer in charge. **It should be ensured that each wagon is tested minimum 3 times during the test.** The driver shall be asked to apply brake to full-service application and the application of brake shall be physically checked in all wagons and brake cylinder travel shall be noted at

random. Once all the wagons have been checked for the brake application, the checking staff from the last wagon shall signal to loco driver to release the brake and thereafter release of brakes in all the wagons shall be checked by observing that the brake cylinder piston has fully retracted to the original position. **Release time of brake after service applications is generally 2½ minutes.**

3 GUARANTEE AND LD FOR SHORT FALL IN PERFORMANCE

The specific performance and guarantee to be established during trial operation and subsequent performance guarantee tests are given below along with liquidated damages to be recovered for the failure to meet these guarantees. If the specified guarantees are not established within the period agreed in P.O. the owner may at his discretion, accept or reject the equipment after assessing the liquidated damages listed herein against the vendor & such amounts shall be deducted from the price.

Guaranteed performance: Penalty for failure

- (A) The door operating mechanism failure, Penalty Rs. 65,000/- per wagon shall be imposed if it exceeds for every 0.3%.
- (B) The time for discharge shall not exceed 30 sec: Penalty Rs. 15,000/- per wagon event under for every second or part thereof of adverse conditions of coal flow increase in unloading time over including time lag in actuation 30 seconds of door actuating mechanism.

4 DELIVERY SCHEDULE/COMPLETION SCHEDULE

Within twelve (12) months from the date of P.O. The bidder has to mention the list of sub vendors (for brought items) from whom the bidder has procured for item at sl. no.1 to 8 along with other items at sl. No. 9,10 etc. below.

Sl. No.	Name of outsourcing item	Manufacturer name	Material RDSO No./relevant specification	Drawing No.	Weight of equipment / Spares	Size of Equipment
						-
						-

5 INSPECTION AND TESTS

- a) All materials shall be inspected as per provisions of Technical Specification.
- b) Factory Testing. Prior to shipping any item of Equipment from such item's manufacturing facility, Seller shall perform all tests necessary to demonstrate whether such item of Equipment meets or exceeds the performance parameters set. All Factory Tests are to be conducted in accordance with the Technical Specification, Applicable Laws and Good Industry Practices. Buyer shall have the right to witness such Factory Tests. Seller will coordinate the scheduling of the Factory Tests with the Buyer as provided in this Section. Seller will provide Buyer with a written notice at least fifteen (15) days prior to the date of the planned start of any Factory Tests. In the event the performance parameters set out in the Technical Specifications are not met in the Factory Tests, the Seller shall rectify any Defects in the Equipment, at its own risk and cost, and repeat

the Factory Tests until the performance parameters set out in the Technical Specifications are met to the satisfaction of the Buyer. For any repeat Factory Test that may be undertaken, the Seller will provide the Buyer a written notice of no less than seven (7) days prior to the date of the planned start of such repeat Factory Tests.

- c) For all cases where pre-dispatch inspection is stipulated in the Technical Specification, the materials shall be inspected prior to dispatch by the Buyer for which an advance notice of fifteen (15) days shall be given by the Seller. In such cases, no material shall be dispatched without inspection unless specific waiver/exemption is communicated in writing by the Buyer to the Seller. In all cases the necessary test certificates and guarantee certificate in respect of material/equipment performance shall be furnished along with dispatch documents. However, the final inspection of material shall be done at the Site and acceptance of materials is subject to Lot Acceptance or Final Acceptance as per provision of Section 13.0.
- d) Site inspection and testing on receipt of the equipment at the site. Upon Delivery of any item of Equipment to its Delivery Point, Buyer will inspect and perform, under supervision of the Seller's technical advisors and in accordance with the Technical Specification and this Contract, the inspections and tests necessary to demonstrate that the Equipment has not suffered any damage during shipment and that the Equipment is functional and fit for its intended purpose. All tests are to be conducted in accordance with Applicable Laws, Technical Specification and Good Industry Practices.
- e) If upon Delivery of any Equipment or material, whether inspected and approved by the Buyer earlier or otherwise, the Equipment or material is not in conformity with the Technical Specification, such Equipment or material shall be rejected by the Buyer or his duly authorized representative and notification to this effect will be issued to the Seller within Ninety (90) days from the date of receipt of the equipment or material at the relevant delivery point.

6 ACCEPTANCE OF EQUIPMENT

Criteria for Acceptance: The Buyer shall accept when all of the following conditions have been met.

- 1. A Performance Test has been completed in accordance with Section 2 in which all the comprising to achieve or exceed the Performance Guarantees;
- 2. All the Wagons are mechanically and electrically sound, available for operation and capable of safe and reliable operation in accordance with the Technical Specifications, all Applicable Laws and can be used for their intended purposes in accordance with all Applicable Laws;
- 3. Seller has delivered to Buyer printed copies and electronic version (in both native and read only (.pdf) format) of all Drawings, final O&M Manual and other documents as required under this Contract
- 4. If during the commissioning or the Performance Tests, Seller, subject to Buyer's review, made certain temporary adjustments or modifications to any item of Equipment in order to allow and achieve the Performance Guarantees during the Performance Tests, then Seller has made those modifications permanent to such items of Equipment so that the wagon can achieve equivalent performance levels during subsequent commercial operation, consistent with Good Industry Practice.
- 5. For each wagon, upon the completion of all the conditions set out in sub-clauses (1) to (5) above, the Seller shall issue a notice to the Buyer containing sufficient details to enable the Buyer to determine whether the requirements set out in sub-clauses (1) to (5) above have been met. Within thirty (30) calendar days of receipt of a notice from the Seller, the

Buyer will inspect and (a) issue a certificate of acceptance; or (b) notify the Seller in writing that the requirements specified in sub-clauses (i) to (v) above have not been achieved, stating the reasons therefor. In case of (b) the Seller shall take all necessary steps to satisfy the requirements specified above, including remedying any Defects in the Equipment and re-issue a notice to the Buyer.

6. This process shall continue until the Buyer has issued Acceptance Certificate. For the avoidance of doubt, it is clarified that issuance of an Acceptance Certificate shall not excuse or relieve the Seller of any of its obligations under this Contract, including its obligations to rectify any Defects in the Equipment during the Warranty Period.

Z PERFORMANCE TESTING & GUARANTEES

- a) **Performance Testing.** The Buyer and Seller jointly will perform all tests necessary to demonstrate whether the Equipment meets or exceeds the Performance Guarantees (the "Performance Tests"). All Performance Tests are to be conducted in accordance with the Performance Testing Procedures, Applicable Laws, Good Industry Practices. All Performance Tests will be adjusted in accordance with the Site conditions and the Performance Testing Procedures. Performance Tests shall be carried out as per requirement on their receipt at Site. Seller shall submit a Performance Testing Procedures consistent with Technical Specification, Applicable Laws, Good Industry Practices to Buyer for review at least 30 days before commencing delivery of First Lot. Buyer shall review the provide comments to Seller. Buyer and Seller shall mutually agree on the Performance Testing Procedure consistent with Technical Specification, Applicable Laws, Good Industry Practices for demonstration of compliance with Performance Guarantee Parameters.
- b) **Timing and Scheduling of Performance Tests.** The Buyer will coordinate the scheduling of the Performance Tests as provided in this Section. The Buyer will provide the Seller with written notice at least fifteen (15) days prior to the date of the planned start of such Performance Tests. For any repeat Performance Test that may be undertaken, the Buyer will provide the Seller written notice no later than forty-eight (48) hours prior to the time of the planned start of such Performance Test. The Seller will ensure that appropriately skilled, experienced and technically qualified personnel are present during each Performance Test for providing the Technical Advisory Services required for conducting the Performance Tests.
- c) **Completed Performance Tests.** Promptly after the first Performance Test in which the Equipment simultaneously meets or exceeds each of the Performance Guarantees, the Buyer shall notify the Seller thereof in writing. Such notice will be accompanied by a written report of all such Performance Test results. In the event that the Equipment fails to satisfy simultaneously the Performance Guarantees, Seller will promptly undertake such remedial action or work necessary for the Equipment to satisfy the Performance Guarantees, at its own cost and risk, and the Performance Tests shall be repeated upon completion of the remedial work. Such procedure shall be diligently repeated until the Equipment satisfies all of the Performance Guarantees or Seller determines that the Equipment Supplied cannot meet the Performance Guarantees. In case of Seller's determination of Equipment's non-compliance with the Performance Guarantees specified herein, the Seller shall notify to Buyer the demonstrated values of the performance parameters. If the demonstrated values informed by Seller are not acceptable, Buyer in its sole discretion will reject the Equipment and Seller will have to remove the Equipment from Site within 15 days of such notice. In case, Buyer accepts the demonstrated values, Performance Liquidated Damages specified herein would be payable by Seller.

- d) **Performance Guarantees.** The Seller guarantees to the Buyer that, when tested in accordance with the Performance Testing Procedures, the Equipment shall achieve each of the performance guarantees set forth as per RDSO/OPGC.

8 INSURANCE

Seller shall, at its sole cost and expense, obtain, maintain and keep in full force and effect during the term of this Contract insurance in accordance with, and meeting the requirements and shall require its Subcontractors performing the Supply to do the same.

Required Insurance.

- a) **Workmen Compensation/Employer's Liability Insurance.** During the term of this Contract, Seller shall maintain, as required by applicable laws, statutes and local standards of the state, territory, province or country exercising jurisdiction over the Supply and by the laws of each employee's country of origin to the extent that such limits/benefits exceed those required by the state, territory, province or country exercising jurisdiction over the Facility, worker's compensation or employee compensation and/or employer's liability insurance. Policies shall also include coverage for benefits required by any labour agreements affecting Seller and the Supply under this Contract. If occupational diseases are not compensable under such laws and statutes, they shall be covered under the employer's liability section of the insurance policy.
- b) **General Liability and Automobile Insurance.** During the term of this Contract, Seller shall maintain the following insurance coverage at its own expense to protect its own interests: (i) commercial general liability insurance, in broad form, either per occurrence or effective for at least three (3) years after the expiration of this Contract, that includes coverage for contractual liability, bodily injury and third party property damage, with adequate limits; and (ii) automobile liability insurance covering all owned, non-owned, and hired automobiles used by it in connection with the work, if any. The foregoing commercial general liability insurance policies shall contain waivers of subrogation in favor of Buyer.
- c) **Transit and Storage Insurance.** At all times during the period from the Effective Date of this Contract to the date on which Buyer delivers the Final Acceptance Certificate, Seller shall maintain marine/inland cargo transit and storage insurance covering any and all materials and equipment intended to form a part of the Equipment. Such insurance shall provide a limit not less than 100% of the replacement value of the largest single shipment plus freight and insurance.

9 Failure to Maintain Insurance.

Coverage shall be maintained for the duration of the Supply until issuance of the Final Acceptance Certificate. If at any time Seller fails to maintain insurance complying with the requirements of this Contract in full force and effect: (i) Seller shall be responsible for any resulting losses or costs sustained by Buyer and shall hold Buyer harmless from actions brought against Buyer as the result of the absence of the required insurance; and (ii) Buyer shall not be required but may elect to do any of the following: (A) immediately suspend all or a portion of the Supply; (B) provide for such insurance itself and deduct the costs from any amounts owed to Seller; or (C) pursue such other remedies as may be allowed by Applicable Law.

Insurance Certificates.

If requested by Buyer, copies of the insurance policies shall be provided by Seller. Copy of the transit insurance policy shall be provided before commencement of dispatch of the any equipment.

Special terms and condition: The bidders shall submit offer accepting the following terms and the conditions

- 1) The bidder may also submit their offer for complete wagon as per RDSO for BOBRNHSM1 wagon with detail specification and drawing as above BOQ sl.no1.
- 2) Load test as per RDSO to be carried out and RDSO/RITES inspection shall be arranged by the bidder before dispatch for complete wagon.
- 3) Payment shall be released after 30days of fitment and commissioning at our site.
- 4) OPGC shall engage IR approved 3rdparty (in addition to RITES/RDSO) as consultant to witness the MOC, Quality, make, size of equipment during production process, drawing design approval, work quality plan and joint inspection for brake, door operating & load testing at your works before dispatch. The bidder has to mention the RITES/RDSO inspection charge in the price bid.
- 5) The Delivery of wagon shall be made after 12 months of receipt of purchase order.
- 6) Bidders shall ensure necessary guarantee for trouble free operation of wagon for a period of 24 months from the date of commissioning at our works. Necessary PBG is to be submitted accordingly.
- 7) The painting of wagon shall be done in Oxford grey color with Golden yellow Band and marking (as per Approved Marking Diagram drawing) on both sidewall and details of marking shall be done on the body of wagon as per RDSO/OPGC rule and test result
- 8) The wagon structure and Bogie shall be weighed after production and during test of operating equipment and record of weights shall be submitted along with supply.
- 9) 10% of PO value as performance bank guarantee valid for a period of 18 months from the receipt of materials or 12 months from the date of use whichever is earlier. Extra 03months grace period shall be provided by them for lodging or claiming the same.
- 10) The bidder shall have to confirm that guarantee period of 12 months commencing from the date of utilization or 18 months from the date of last dispatch whichever is earlier for defects in material and bad workmanship.
- 11) The vendors shall be intimated their category of their unit status like Mini, Micro & Small as per the DIC (District Industries Certificate).
- 12) The bidder has to clarify to deliver the material within 12 months from the date of receipt of our order. Schedule of delivery shall be a point for consideration during evaluation of the bid.
- 13) Termination of Contract: The purchaser reserves the right to terminate the contract at any time after the expiry of delivery period.
- 14) Any deviation from above points shall have to be mentioned clearly in the techno commercial bid
- 15) The agency shall have RDSO / Indian Railway approval for manufacturing the BOBRNHSM1 wagon.
- 16) The agency has to clarify and submit the document for the facility available for MOC testing, brake testing and door operating system testing of wagon in their workshop with detail of calibration report for both cases, load testing of complete wagon. The detail of procedure and expected test result for these type of testing for the offered Items shall be mentioned in technical bid.

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:	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)

Rules and Regulations of the e-Reverse Auction

Buyer's Name/Owner	Ib Thermal Power Station (A Unit of Odisha Power Generation Corporation Limited)
Auction To Be Conducted By	MSTC Limited
Name of the work	"Supply of BOBRN WAGONS"
Date & Time Of Auction	Auction Date: [To be intimated later] Online e-Reverse Auction Time : [To be intimated later] URL: www.mstcecommerce.com/eprochome/opgc
Special Instructions	Bidding in the last minutes and seconds should be avoided in the bidders own interest. Neither the Service Provider nor OPGC will be responsible for any lapses /failure on the part of the vendor, in such cases.
Auto Extension of Closing Time	5 minutes NB: If any bidder quotes 5 minutes before closing time, the closing time will be extended automatically for another 05 minutes and so on till 05 minutes idle time between the bids.
Decremental Value	<u>Minimum decrement is Rs. 10,000/- and in multiples of Rs. 10,000/-</u>
Start Price	The start price shall be confirmed before start of the e-RA and the same should be the lowest IPO/estimated price as decided by OPGC.

1. Bidding would be conducted through two (02) stage process comprising of technical bid in which the bidder would be required to provide the details regarding compliance with the eligibility conditions, and financial bid comprising of the Initial Price Offer (IPO) and the Final Price Offer (FPO) through E-RA.
2. The IPO is to be submitted along with the tender document separately in a sealed envelope and super scribed with "PRICE BID" along with the tender enquiry number & Name of the work. Both the techno-commercial & price bid envelopes should be kept in a third envelope sealed and super scribed with tender enquiry number and Name of the work.
3. The financial bid process will comprise of two rounds. In the first round, the IPO of the techno-commercially qualified bidders will be opened & ranked on the basis of ascending order for determination of qualified bidders. Best five (L-1 to L-5) bidders would be qualified bidders for E-RA and such qualified bidders shall be eligible to participate in the E-RA and submit their FPO with respect to the bid.
4. For the proposed e-Reverse Auction, best five (L-1 to L-5) bidders would be qualified bidders for and such qualified bidders shall be eligible to participate in the E-RA.
5. Bidders must be a registered user to bid for Buyer ("OPGC") in MSTC portal www.mstcecommerce.com/eprochome/opgc. Bidders need to have their Login ID and Password prior to e-Reverse Auction.
6. Bidders have to participate as per the e-Reverse Auction time and date communicated to them & based upon e-Reverse Auction invitation for particular Auction.
7. Quotation once submitted through e-Reverse Auction cannot be withdrawn /deleted. Otherwise, the EMD submitted by the bidder shall stand forfeited.
8. Buyer reserves the right to ban the bidder from participating in e-Reverse Auction without any explanation/reason at any stage of e-Reverse Auction.
9. Buyer reserves the rights to extend / cancel the e-Reverse Auction.
10. E-Reverse Auction shall be conducted in Indian Rupees only.
11. All prices submitted by Bidder in e-Reverse Auction shall be as per Tender's Terms & Conditions.
12. Validity of bids: As mentioned in Tender Document.
13. Written Confirmation shall be taken in advance regarding participation in the e-Reverse Auction to buyer along with the Authorized person name and details.
14. Buyer reserves the right to award the Purchase Order / Service Order as per buyer's discretion irrespective of Live Auction Rank.

15. Buyer reserves the right to repeat the e-Reverse Auction of same package.
16. **After completion of e-Reverse Auction, the lowest evaluated bid of all the bids submitted in manual and e-Reverse Auction process shall be considered for award of the Purchase order / Work order.**
17. The bidders shall quote from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.
18. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, OPGC at its own discretion shall debar the bidder from the e-Reverse Auction/Tender and future participation also.
19. OPGC reserves the right to cancel the e-Reverse Auction process/ tender at any time, before ordering, without assigning any reason and may go for manual opening of price bids as per standard practice.
20. OPGC shall not be liable for any interruption or delay in accessing the MSTC portal irrespective of any cause. In such cases, the decision of OPGC shall be binding on the bidders.
21. Other terms and conditions shall be as per NIT, bidder's techno-commercial Bid and other latest correspondences/ final confirmations, (if any) against the NIT.
22. If any item is not quoted by a bidder, the maximum price quoted by the other participated bidders for that item shall be considered for arriving evaluated price of that bidder.
23. The total L1 Price obtained through e-Reverse Auction shall be proportionately distributed among each line item in line with the price quoted and evaluated in the hard copy price bid.
24. The price quoted in e-Reverse Auction is the total price for all the items and quantity as per Price Schedule of NIT irrespective of any omission by the bidder in the hard copy price bid.
25. In case, the L1 Bidder in e-Reverse Auction and manual Tender happens to be the same bidder, then minimum price among both shall be considered as L1. If the bidder disagrees to accept the said condition, then his EMD shall be forfeited. Apart from this the bidder will be debarred from participating in future e-Reverse Auction/Tender of OPGC.
26. Each Bidder shall get the final loading factor (%age of the quoted price) from OPGC before e-Reverse Auction for the deviations, if any, taken by them in the techno-commercial bid.
27. The Price quoted in the e-Reverse Auction shall be inclusive of all applicable taxes, duties and levies, deviations considering the loading factor (got from OPGC/Tender Condition as mentioned in above clause) on his quoted price. However, the GST shall be paid extra as applicable and not included in the loading factor as well as total price.

UNDERTAKING

I hereby undertake that I agree to the **"Rules and Regulations of the e-Reverse Auction"** mentioned herein.

Signature:

Name:

Date:

Company Name:

Seal:

PROFORMA FOR BANK GUARANTEE IN LIEU OF DD FOR EARNEST MONEY
(On Non Judicial stamp paper of appropriate value)

Ref:
Date:
Bank Guarantee
No.

To
Odisha Power Generation Corporation Ltd.,
Ib Thermal Power Station,
At/Po- Banharpali, Dist-
Jharsuguda-768234.

Dear Sir,

In consideration of Odisha Power Generation Corporation having its Registered office at 7th.Floor, Zone – A, Fortune Towers, Chandrasekharpur, Bhubaneswar-751 023 (hereinafter called the "Owner" which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Tender Specification Against NIT

No. _____ dt. _____ to M/s _____ having its Registered / Head office at _____ (hereinafter called the Bidder) who wishes to participate in the said tender for and you, as a special favour, have agreed to accept an irrevocable and unconditional Bank Bid Guarantee for an amount of Rs. _____ valid up to _____. On behalf of the Bidder, as a condition for participation in the said tender.

We, the _____ Bank incorporated under _____ law and having one of our branches at _____ and having our Registered office/Head office at _____ do here by unconditionally and irrevocably guarantee and undertake to pay to the "Owner" immediately on demand without any demur reservation, protest, contest and recourse to the extent of the said sum of Rs. _____ (Rupees _____ only). Any such claim/demand made by the said "Owner" on us shall be conclusive and binding on us irrespective of any dispute or differences raised by the Bidder. This guarantee shall be irrevocable and shall remain valid up to _____. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s _____ on whose behalf this guarantee is issued.

We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the owner in writing and agree that any change in the constitution of the said tenderer or the said Bank shall not discharge our liability. In witness where of the Bank, through its authorised officer, has set its hand and stamp on this _____ day of _____ 20_____

Witness:

(Signature)

Name

(Signature)

Name

(Designation with Bank
stamp) Official Address
Attorney as per Power of Attorney
No. _____

Date

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(On Non-Judicial Stamp paper of Appropriate Value)

1.0 In consideration of OPGC Ltd. Having its registered office at Zone-A, 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 at do 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 We do hereby
(Name of Bank)
undertake to pay the amounts due to and payable under this guarantee without any demur, reservation, contest, recourse or protest and/or without any reference to the contractor. Any such demand made by the owner on the Bank shall be conclusive and binding notwithstanding any difference between the owner and contractor or any dispute pending before any court, tribunal or any other authority. The bank undertakes not to revoke this guarantee during the currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the owner discharges this guarantee.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/suppliers shall have no claim against us for making such payment.

4.0 We further agree that the
(Name of Bank)

guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all dues of OPGC have been fully paid and its claims satisfied or discharged until OPGC certifies that the terms & conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5.0 We further agree with the
(Name of Bank)

OPGC that OPGC have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the OPGC against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, postponement or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the OPGC or any indulgence by the OPGC to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

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 of200...

- 9.0 Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs.....(Rupees.....only) 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

Authorisation No.

.....

Seal of the Bank

.....