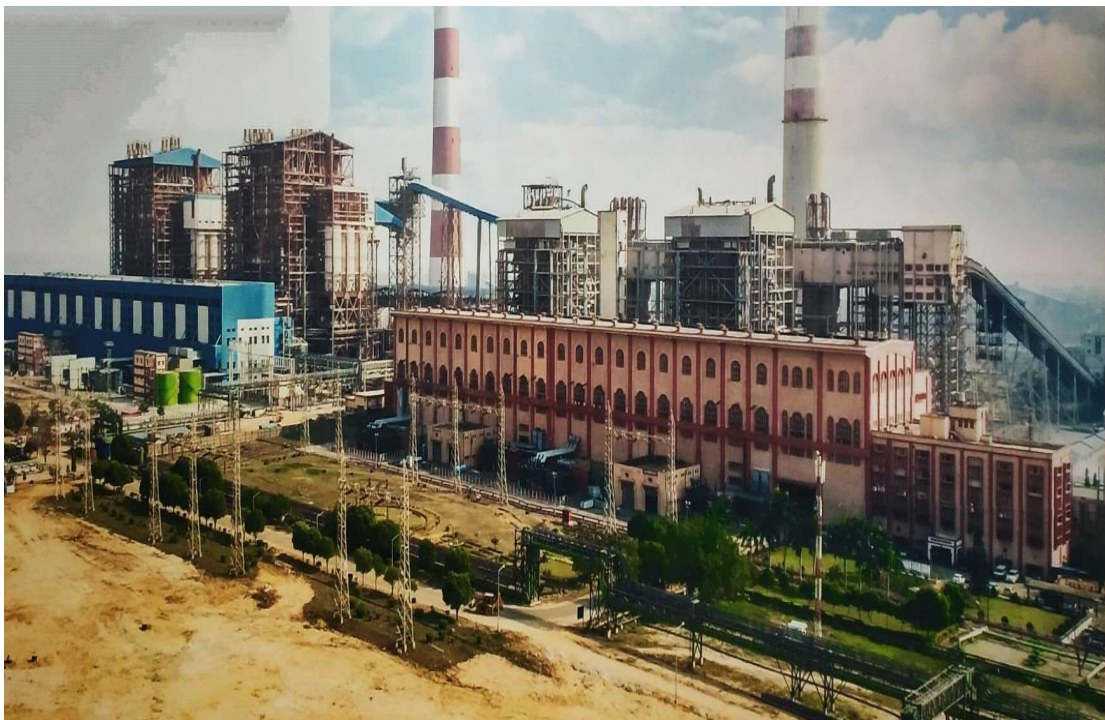




Expression of Interest for Supply & fixing of 11TR water cooled packaged AC unit with piping valve accessories..





ODISHA POWER GENERATION CORPORATION LIMITED
(A Government of Odisha undertaking)
AT-IB THERMAL POWER STATION, PO: BANAHARPALI, DIST: JHARSUGUDA, ODISHA-768234
Phone no: (Land Line No. 06645-289232/221/355/356/245)

NOTICE INVITING TENDER:- . ITPS/Purchase/2024-25/82, Date: 20/01/2025

Expression of Interest

Sub: Expression of interest for Installation and commissioning of package AC for ESP control room,OPGC-I

OPGC invites Expression of interest (EOI) Installation and commissioning of package AC for ESP control room,OPGC-I. Interested bidders along with their credential, company profile and details mentioned in the EOI can submit up to 15:00 hrs 04.02.2025 and the submitted interest shall open at 15:30 Hrs on same day.

The detailed EOI 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website at www.opgc.co.in.Addenda/Corrigenda/ Extensions, if any, will be notified on the OPGC website only and will not be published in any other media.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 EOI timeline and other details.

DETAILED INVITATION FOR EXPRESSION OF INTEREST (EOI) FOR INSTALLATION AND COMMISSIONING OF PACKAGE AC FOR ESP CONTROL ROOM,OPGC-I

1. INTRODUCTION

OPGC Phase-I is a 2 x 210 MW sub-critical and OPGC Phase-II is a 2 x 660 MW supercritical power plant located at IB Thermal Power station, Banharpali, Jharsuguda, Odisha, India. The total capacity of station is 1740 MW.

2. INTENT OF THE EXPRESSION OF INTEREST (EOI)

IB thermal power station, OPGC, Banharpali, Jharsuguda, ODISHA invites "Expression of Interest (EOI)" for Installation and commissioning of package AC for ESP control room,OPGC-I.

3. THE INTERESTED BIDDERS EXPRESSING INTEREST MUST MEET THE FOLLOWING QUALIFYING CRITERIA

3.1 The bidder must have expertise in installation of Industrial Package AC units. Relevant order copies to be submitted in support to the same.

AND

3.2 Must have successfully completed similar work* during last five years ending last day of month previous to the one in which applications are invited should be either of the following:

- a.) At least single contract of value not less than Rs. 24.00 Lakhs for similar work
Or
- b.) At least two contracts of value not less than Rs. 20.00 Lakhs for similar work
Or
- c.) At least three contracts of value not less than Rs. 15.00 Lakhs for similar work

*Similar work means- Package AC Installation of capacity not less than 11TR . Purchase Order/ Agreement copy along with completion certificate/ utilization certificate to be submitted.

3.3 Minimum average annual turnover of the bidder shall not be less than Rs. 30.00 Lakhs in last 3(three) years.

AND

3.4 The bidder should not have been disqualified/blacklisted in any Govt./Public Sector during the last five years for similar nature of Job.

Documentary proof must be submitted for the above along with the Techno-commercial Bid.

4. EMD

The Tender shall be accompanied by Earnest Money worth **Rupees 50,000.00**. The Earnest Money offered shall be in shape of Demand Draft / Pay Order in favour 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)/ ICICI Bank (Code-ICIC0003679) or Bank guarantee issued by any Nationalized /scheduled Bank in the enclosed proforma.

Small scale industries/National Small-Scale Industries Corporation/ MSME firms are exempted from payment of COST OF TENDER PAPER AND EMD only if they are entitled for exemption of the offered service. Tenderers seeking exemption shall claim in advance along with the photocopy of Valid Registration Certificates at least two days before the due submission date. However, OPGC reserves the right to accept/ reject the exemption request if the same is found unauthenticated or not relevant to the offered item.

5. SCOPE OF THE EXPRESSION OF INTEREST (EOI)

Installation and commissioning of package AC for ESP control room,OPGC-I as per the scope and BOQ and technical specification detailed below at Page No: 06 & 07.

6. TERMS AND CONDITIONS OF THE EXPRESSION OF INTEREST (EOI)

A. Method of Award:

Contracts will be awarded based on L1 party after clearing the Technical Bid evaluation. Reverse auction will be conducted to award the above Order. No parties other than the techno-commercial qualified bidders will be permitted to undertake the above installation and commissioning job from OPGC.

B. The bidder must submit the following documents:

- i. Signed & Stamped EOI Documents (all pages) as a token of acceptance.
- ii. Photo copies of GST Registration Certificate, IT PAN.

NOTE:

- i. Each page of the documents submitted shall be duly authenticated by the applicant.
- ii. The language of submission of applications shall be in English.

C. PRICE and TAXES

- C.1 The said amount shall remain fixed throughout the duration of this contract and not subject to escalation for any reason whatsoever.
- C.2 Tax Deducted at Source (TDS), if any, will be deducted by OPGC at the time of release of payment and necessary certificate in respect of same as per the applicable laws will be provided. However, if the Vendor submits a valid exemption certificate from Income Tax Department authorizing zero or lower deduction of tax at source, then OPGC shall deduct TDS accordingly when making payments to the Vendor.

D. TERMS OF PAYMENT

- D.1 The payment term for the above job will be
Supply: 90% payment with full taxes and duties will be paid within 30 days after receipt and acceptance of material at site. Balance will be paid after submission of Performance Bank Guarantee valid for a period of the guarantee period with 03 months additional validity towards claim period.
- D.2 Installation: The payment towards installation and commissioning will be made through RTGS/ E-payments within 15 days from the date of receipt of complete bills with all relevant documentary support. Duly certified by EIC.

E. SECURITY DEPOSIT and RELEASE OF SECURITY DEPOSIT

Initial Security Deposit: The agency selected for awarding of contract has to submit an Initial Security Deposit of Rs. 1,25,000.00, in favor of Odisha Power Generation Corporation after successful issuance of Purchase order

The vendor should deposit in either the security amount either in the form of DD or in shape of BG with a validity till delivery period.

F. TERMINATION

This Contract shall be terminated by OPGC forthwith without any prior notice and without any compensation under the following Circumstances:

- i) Vendor becomes insolvent; or
- ii) Any failure to comply or breach of with any of the provisions of the Contract by the Vendor; or
- iii) Vendor abandons the work for any reason, whatsoever; or
- iv) If any of the representations of the statements etc. made by the Vendor in connection with this Contract are incorrect or are found to be incorrect.
The termination by OPGC for reason stated above shall be without prejudice to other remedies that are available to OPGC under this Contract and/or Law.

G. Entire Contract:

This Contract constitute the entire Contract between the Parties with respect to the subject matter hereof. It

sets forth all intended rights and obligations and supersedes any and all previous Contracts and understandings between them with respect to the subject matter hereof. To be effective, any modification of the terms and conditions of this Contract shall be in writing and signed by authorised representatives of both Parties.

H. Force Majeure

If any time during the continuance of this Contract the performance in whole or in part by either Party or any obligation under this Contract shall be prevented or delayed by reason of war, hostilities, act of the public enemy, earthquake, civil commotion, sabotage, fire, flood, explosion, epidemics, quarantine restrictions, (hereinafter referred to as "the eventuality"), then notice of such eventuality shall be given by the affected Party to the other within fifteen 7 days from the date of occurrence thereof. If the performance in whole or part of any obligation under this Contract is delayed by reason of any such eventuality for a period exceeding 15 days, the parties shall meet and review in good faith the desirability and conditions of terminating this Contract. If the effect of any events specified in this clause lasts for a continuous period of less than 3 (three) days, such events shall not be construed to be Force Majeure Events.

I. Waiver of Rights

No forbearance, delay or influence by OPGC in enforcing any of the provisions of this Contract shall prejudice or restrict the rights of OPGC nor shall any waiver of its rights operate as a waiver of any subsequent breach and no rights, powers, remedies herein conferred upon or reserved for OPGC is exclusive of any other right, power or remedy available to OPGC and each right, power or remedy shall be cumulative. Any time concession or indulgence granted or shown by OPGC to the Vendor as regards any of the terms of the Contract will not prejudice OPGC's rights under this Contract and/or Law.

J. Severability

If any of the terms and conditions of this Contract shall become unenforceable for any cause or reason whatsoever, the ensuing lack of enforceability shall not affect the other provisions hereof, and in such event the parties hereto shall endeavor to substitute forthwith such other enforceable provision as will most closely correspond to the legal and economic contents of the said terms and conditions.

K. Relationship between the Vendor and OPGC

Nothing in the Contract shall be construed to imply a joint venture, partnership, principal-agent relationship or co-employment or joint employment between OPGC and the Vendor. The Vendor, in furnishing services to OPGC hereunder, is acting independently on its own.

Employees engaged/employed by a party shall be deemed employees of that party and will not for any purpose be considered employees or agents of the other party. Except as may otherwise be provided in this Contract, each party shall be solely responsible for the supervision, daily direction, and control of its employees and payment of their salaries/wages, benefits, provision for amenities, compensation, disability benefits and the like.

L) Assignment

The Vendor shall not be entitled to assign, subrogate, subcontract, directly, or indirectly part with his benefits obligations, right, title and interest under this Contract except with the previous written consent of OPGC. In the event any sub-contractor is engaged by the vendor in accordance with this Contract, the vendor shall at all time, continue to be responsible for the performance/non-performance, acts/omission of the sub contractor engaged by him.

M) Confidentiality

The vendor shall treat the details of this agreement and any information made available in relation thereto as private and confidential and shall not publish or disclose the same or any particulars thereof (same insofar as may be necessary for the purpose of the Contract) without the prior written consent of the OPGC.

N. JURISDICTION

All disputes arising and/or related to this contract shall be exclusively determined by the appropriate courts located in Bhubaneshwar, Orissa, India.

SCOPE OF WORK

Name of work : Supply & fixing of 11TR water cooled packaged AC unit for ESP

| SL No | Description |
|-------|---|
| 1 | Supply ,Installation Testing and commissioning of microprocessor based 11 TR water cooled Packaged AC unit (R407c) having highly energy efficient scroll compressors. |
| 2 | Supply ,Installation ,Testing & Commissioning of MS 'C' class pipes .Pipes of sizes 150 mm and below shall be as per IS:1239 and pipes size above 150 mm shall be welded black steel pipe heavy class as per IS:3589 ,from minimum 6.35 mm thick M.S .Sheet for pipes up to 350 mm dia and from minimum 7mm thick MS sheet for Pipes of 400 mm Dia and above. |
| 3 | Supply, fixing, testing & commissioning of Butterfly Valves ,Y strainer ,Drain valves ,Flow switches as required. |
| 4 | Supply and fixing 100 mm dial type 16 Kg/ sq cm Dial type pressure gauge. |
| 5 | Supply and fixing 100 mm Dial Type Temperature gauge. |
| 6 | Supply & Installation of GI sheet for ducting & canvas connection as required for PAC mouth. |
| 7 | Supply & fixing of GI Volume control dampers as required |
| 8 | Any other work required to complete safe running of AC units |
| 10 | Accomodation shall be provided by OPGC on chargeble basis. |

BOQ

| SL No | Description | UOM | Qty | Supply amount | Installation amount | Total amount |
|-------|--|-----|-----|---------------|---------------------|--------------|
| 1 | 11TR Water cooled package AC unit | Nos | 4 | 0 | 0 | 0 |
| 2 | Refrigerant gas charging R410 | Kgs | 44 | 0 | 0 | 0 |
| 3 | MS Piping for 11TR water cooled package AC | Lot | 4 | 0 | 0 | 0 |
| 4 | Modification of Existing duct work | Lot | 4 | 0 | 0 | 0 |
| 5 | Removal of old & existing AC | Nos | 6 | 0 | 0 | 0 |

Special Condition Of Contract

Name of work : Supply & fixing of 11TR water cooled packaged AC unit for ESP

| | |
|----|--|
| 1 | The Firm must be OEM/ authorised dealer of the OEM. They must have PF accounts. |
| 2 | Scaffolding/Hydra if required has to be considered in OPGC scope. |
| 3 | Cooling water for condenser to be provided from central cooling tower (30 deg. Celsius with 3kg pressure) at the packaged AC room. Piping from central cooling tower to packaged AC header is in OPGC scope. |
| 4 | Power supply to units and its cabling is in OPGC scope. |
| 5 | The party must provide experienced manpower for the said job. |
| 6 | The contractor should provide all tested tools & tackles related to installation & commisioning of said job. |
| 7 | All the work is to be carried out as per the instruction and satisfation of EIC. |
| 8 | Contrcator shall responsible to maintain the house keeping of equipments & its surrounding during & after the work. |
| 9 | Scrap & Damaged parts are to be shifted to scrap disposal area as directed by EIC. |
| 10 | The contractor has to abide by Safety Procedures enforced at OPGC. Each contractor pesonnel shall use approved PPEs like Safety Shoes, Safety Helmet, Safety Glass, Ear Plug , Dust mask & hand gloves. Non compliance of above is liable for removal of person from site. |
| 11 | All the required consumables are to be arranged by contractor at no extra cost. |

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 | Expression of Interest for Installation and commissioning of package AC for ESP control room,OPGC-I |
| 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 | Minimum decrement will be intimated before E-RA |
| Start Price | The start bid price as decided by OPGC tender committee shall be displayed at MSTC Limited auction platform during start of the e-RA. |

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. In case of tie for L5 bid, all the bidders offering L5 will be allowed for 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 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., 1b 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, Module – 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 under take 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 upto _____. 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)

(Signature)

Name
(Designation with Bank stamp)
Official Address

Name
Attorney as per Power of Attorney No. _____
Date: