



ODISHA POWER GENERATION CORPORATION LIMITED
(A Government Company of the State of Odisha)

Open Tender

Bid document for the supply of BY-PASS and MIX-BOX Control damper assemblies for 210 MW unit.

Tender Ref No: 3230000022

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SCHEDULE FOR TENDER

Tender No: 3230000022

Last date for bid submission	Bid Opening timeline
Date: 06.08.2025	Date: 08.08.2025
Time: 15:00 hrs	Time: 15:30 hrs

EMD: Not Applicable

INSTRUCTIONS TO BIDDERS (ITB)

- 1.1 The Bidders intending to participate in this tender are required to register on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in.) This is a one-time activity for registering on the Government website. During registration, the Bidders will be required to attach a Digital Signature Certificate (DSC) to the Bidder's unique user ID. The DSC used should be of appropriate class (Class II or Class III) issued by a registered Certifying Authority. The registration of Bidders on the portal shall be free of cost. The registration shall be in the name of the Bidder, whereas the DSC holder shall be the duly Authorized Signatory of the Bidder.
- 1.2 The e-tendering process shall be held on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in). All the steps involved, starting from the hosting of tenders till determination of the Preferred Bidder, shall be conducted online on the eprocurement portal.
- 1.3 The bids are to be submitted online in two parts, i.e. **Techno-Commercial Bid and Price Bid** on the portal. Techno-Commercial Bid includes, but not limited to Unpriced bid, technical details, drawings, past experience credentials, commercial terms and Price bid includes price of materials with applicable GST rate and HSN.
 - 1.3.1 Techno-Commercial Bid shall be in compliance with the technical specifications/drawings as per BOQ, and Commercial terms are quoted on a FOR destination basis.
 - 1.3.2 Price bids are quoted in Indian Rupees inclusive of all charges on FOR basis and excluding GST. Provide GST rate and applicable HSN for the respective items in the available BOQ excel sheet.
- 1.4 The Bidder will have to accept unconditionally the online user portal agreement which contains the acceptance of all the terms and conditions including commercial and general terms and conditions and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible Bidder. No conditional bid shall be allowed/accepted and will be rejected outright.
- 1.5 Log on to e-procurement portal:

The Bidders have to log onto the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in) and then search for Odisha Power Generation Corporation (S.No-37) under "Tenders by Organisation" and then select the required active tender from the "Search Active Tender" option. Then the submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
- 1.6 Uploading of the Techno-Commercial Bid and the Price Bid:
 - 1.6.1 The Bidders have to upload the required Techno-Commercial Bid and the Price Bid, as mentioned in the tender document OPGC will not be responsible for any internet issues. Therefore, the bid shall be submitted much before the bid due date and time. No complaint shall be entertained by OPGC regarding internet issues or the last date of submission of bids.

1.6.2 Payment of Tender Paper Fee and EMD: (Not Applicable)

Tender Paper Fee and EMD shall be paid using a single banking transaction. The Bidders have to select and submit the bank name as available in the payment options. A Bidder shall make electronic payment using his/her internet banking enabled account with designated banks or their aggregator banks. The payment gateways of the designated bank (SBI Bank) are integrated with the e-procurement portal. A Bidder having account in other banks can make payment using NEFT/RTGS facility of designated banks. Online NEFT/RTGS payment can be done using internet banking of the bank in which the Bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.

1.7 Technical Specification Compliance Sheet: Applicable.

- 1.8 Price Bid:** The price bid containing the bill of quantity will be in Excel format (or any other format) and will be uploaded by OPGCL during tender creation. This will be downloaded by the Bidder and will be used to quote the Price Bid, Exclusive of all taxes & duties etc. Thereafter, the Bidder will upload the same Excel file during bid submission. The L1 price will be decided for module as stipulated in the tender. The Price Bid of the Bidders will have no conditions. The Price Bid which is incomplete and not submitted as per the instructions given shall be summarily rejected by OPGCL without any further reference to the Bidder.
- 1.9 Modification of bids:** Modification of the submitted bid shall be allowed online only before the Bid Due Date. A Bidder may modify and resubmit the bid online as many times as they may wish. Bidder may withdraw only once its Bid online within the end date of the Bid submission.
- 1.10 Evaluation of Techno-Commercial Bids:** The Techno-Commercial Bids shall be evaluated in terms of BOQ and if required, OPGCL may call for or ask Bidders to provide clarifications on their bid or provide documents within a period of 3 (three) working days. The Bidders will get this information on their personalized dash board under “Upload shortfall document/information” link or through e-mail. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD or the Tender Paper Fee. No modification of the bid or any form of communication with OPGCL or submission of any documents which are not specifically called or asked for by OPGCL, will be allowed and even if submitted, they will not be considered by OPGCL. The authority inviting the bid is not bound to accept or consider any additional documents submitted by any bidder on his /her/ its own will, without being called for to do so. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the Bidder’s responsibility to check the updated status/information on their personalized dash board at least once daily after opening of bid. No separate communication will be required in this regard. Non-receipt of email and SMS will not be accepted as a reason for non-submission of documents within prescribed time. The Bidder shall submit the requisite clarifications and the requested documents and in the Upload Shortfall document section of the e-procurement portal or through e-mail within the specified period and no additional time will be allowed for submission of the clarifications/ documents. In case of any failure of the Bidder to submit the requisite documents within the allowed timeframe, OPGCL shall proceed to evaluate its Techno-Commercial Bid without any further reference to the Bidder.
- 1.11** OPGCL reserves the right not to accept the lowest rate quoted by the bidder and reject any or all the offer without assigning any reason whatsoever. M/s OPGC Ltd. also reserves the right to accept /reject /split any tender without assigning any reason thereof.

GENERAL TERMS AND CONDITIONS

1. Each tender should be sent in a properly sealed envelope addressed to the Purchase (Head), 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. (Not Applicable for e-Procurement)
2. In the case of items of a specific make, only manufacturers and their accredited agents/stockiest/authorized dealers are entitled to quote. For this, they should submit an attested copy of the printed price list along with the tender.
3. The tenders submitted must be free from overwriting or eraser. Corrections & additions if any must be attested. Incomplete tender should not be submitted. Tenders received after the due date of opening will not be entertained.
4. The required EMD in the shape of DD payable at State Bank of India (Code-9510)/Central Bank of India, Banharpali (Code-0283899)/ Union Bank of India, Adapada (Code-806625), Ib Thermal Power Station, Banharpali, Jharsuguda in favour of Odisha Power Generation Corporation Limited. Otherwise, you can submit directly in our company name - Odisha Power Generation Corporation Limited, Banharpali. Account number of State Bank of India - 10765789090 (IFSC- SBIN0009510). Account number of Central Bank of India, ITPS, Banharpali – 2062780721 (IFSC-CBIN0283899). Account number of Union Bank of India, Adapada - 066211011000005 (IFSC-UBIN0806625). In case EMD is submitted in the form of DD, the DD shall be valid for three (03) months from the date of opening of the price bid.
5. The offer given must remain valid for 180 days from the date of opening of the price bid.
6. Manuals/Pamphlets/Leaflets and drawings illustrating technical details/year of manufacture, maker name, and country of origin must be enclosed with the tender, sample if required should be submitted along with the tender.
7. The price quoted should be firm and delivery F.O.R destination inclusive of packing, forwarding, transportation and insurance charges except duties & taxes. Rebate discount if any given may also be mentioned.
8. The percentage of GST declared to be charged should be distinctly shown along with the price quoted. GST Registration number must be indicated invariably.
9. The tenderers should be able to complete delivery within 20 to 30 days from the date of receipt of the purchase order/delivery clause as mentioned herein or else LD @0.5% per week or part thereof, maximum @ 5 % will be applicable from the due date against undelivered materials.
10. The tender should be agreeable to our payment terms, i.e. 100% within 30 days of receipt and acceptance of materials at the Site. Payment terms if mentioned under special terms & conditions shall prevail over the above clause.
11. The quality of materials to be supplied should be brand new, free from all flaws, good finish and should be as per technical specification and relevant to IS specification.
12. The merchantability & fitness of the materials should be guaranteed against any manufacturing defect or bad workmanship for 12 months from the date of use or 18 months from the date of supply whichever is earlier. An extra 03 months grace period shall be provided by them for lodging or claiming for the same.
13. The tender must accompany a photocopy of the latest & valid Income Tax Clearance Certificate & Good & Service Tax Clearance Certificate without which the tender will be rejected.
14. Destination means Central stores, Ib Thermal Power Station, Banharpali.
15. Whenever tenderers have entered into a Rate Contract with DGS&D or EPM, they will indicate the same in their tenders and submit a copy of the rate contract as proof of claim.
16. All Bank charges to the vendor's account.
17. The weight of each item after packing shall have to be mentioned in your offer, otherwise maximum freight charges shall be loaded.
18. The quantity indicated in this enquiry is provisional and subject to change.
19. The undersigned reserves the right to accept/reject any or all the tender without assigning any reason thereof.

20. Supplier having past experience means of supplying similar items and credentials to other Thermal Power Stations.
21. Jurisdiction: All contracts effected between OPGCL and the vendor shall be subject to Jharsuguda Court Jurisdiction and shall be governed by Law. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings, even though, part of the cause of action might arise within their jurisdiction. In case any part of the cause of action might arise within the jurisdiction of any other Courts in Odisha, and rest within the jurisdiction of Courts outside the State of Odisha, then it is agreed to between the parties that such suits on proceedings shall be instituted in a Court within the State of Odisha and no other Court outside the State of Odisha have jurisdiction.
22. Arbitration: In case of any dispute arising out of the supply or interpretation of the meaning of the terms in these conditions of purchase or any alleged breach thereof, the same shall be referred to an independent Arbitrator/s selected by the aggrieved party and consented by the other party. The arbitration shall be conducted in accordance with the provision of the Indian Arbitration Act of 1996 or modifications thereof and the award of the Arbitrator shall be final and binding on both parties. The arbitrations shall be conducted at Jharsuguda or at such place as decided by the Arbitrator. The cost, incidentally shall be borne by the vendor.
23. Litigation: All expenses and costs in connection with litigation, if any, will be to the vendor account.
24. 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 the 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 that impede the execution of the contract at the time of its occurrence shall be taken into cognizance.
25. Patents, royalties, seller's liability and compliance with regulations: The vendor shall protect and fully indemnify the purchaser from any claims for infringement of patents, copyrights, trade mark or the like. The seller shall also protect and fully indemnify the purchaser from any claims from the seller's 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.
26. Vendor Banning & Blacklisting: If the vendor fails to comply with the terms and conditions of the Purchase Order (PO), including but not limited to delayed delivery, supply of substandard or non-conforming materials, breach of contractual obligations, or withdrawal from the contract after acceptance of the PO, M/s OPGCL reserves the right to ban, blacklist, or suspend the vendor from participating in future tenders and procurements as per OPGC vendor banning policy. Additionally, such action may be communicated to other Public Sector Undertakings (PSUs), government bodies, and relevant industry authorities. The vendor shall have no claim or liability for such decisions taken by M/s OPGCL in the interest of ensuring reliable and ethical procurement practices.
For more details on banning policy please visit OPGC Banning Policy available in company website www.opgc.co.in or https://www.opgc.co.in/plc/OPGC_Banning%20_Policy_n.pdf.
27. Fall Clause: The bidder shall confirm that the prices quoted in their bid are not higher than the rates offered to any other government organization, public sector undertaking (PSU), or any other customer for the same or similar items under similar terms and conditions. If at any time during the contract period, the bidder supplies or agrees to supply the same or similar items at a lower price to any other entity under similar terms and conditions, the bidder shall immediately offer the same reduced price to M/s OPGCL. Failure to comply with this clause may result in downward revision of contract prices to match the lower price and/or recovery of excess payment made by M/s OPGCL due to the price difference and/or blacklisting or banning from future tenders and procurement processes.
The bidder shall furnish an undertaking confirming adherence to this "Fall Clause" at the time of bid submission.

BOQ

Material Code	Material Description	Qty.	UoM
146655011036	CONTROL DAMPER ASSY.BAD(860X860)	1	EA
For 210 MW unit			
146655011037	CONTROL DAMPER ASSY.MIXBOX(860X860)	1	EA
For 210 MW unit			

Applicable GST %:

HSN Code:

Other commercial conditions if any shall be clearly indicated.

Note: Bidder has to use the Excel BOQ Format available in the portal for price bid, failing which Bid may be rejected.