



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

Open Tender

Tender document for the Supply of 3 Phase Induction Motor
(WDG4DPL. No18080017)

Tender No: OPGC/Ib Thermal Power Station/Purchase/145/26-27/ET/167[Supply of Induction Motor]

EMD : Rs.58,000/- (Rupees Fifty Eight Thousand Only)

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A. SCHEDULE FOR TENDER

Tender Event No: OPGC/lb Thermal Power Station/Purchase/145/26-27/ET/167[Supply of Induction Motor]

Last date for bid submission	Bid Opening timeline
Date: 27.07.2026	Date: 27.07.2026
Time: 15:00 hrs	Time: 15:00 hrs

EMD: Rs.58,000/- (Rupees Fifty Eight thousand)

B. INSTRUCTIONS TO BIDDERS (ITB)

- 1.1 **Scope of Work:** Supply of 3Phase InductionMotorWDG4DPL. No18080017, as per ANNEXURE-I..
- 1.2 **Sourcing Standardisation:** Bids received from the standardised manufacturers as per the ANNEXURE-XI or their authorised dealers shall only be considered for this tender. In case of authorised dealers, a tender specific manufacturer's authorisation letter must be submitted along with the technical bid.
- 1.3 **E-Reverse Auction:** Bidder must accept to participate in the e-RA. (Refer ANNEXURE-IX for details). E-RA details shall be intimated later.
- 1.4 **Deviation Clause:** Bidders shall indicate any technical or commercial deviations explicitly in the prescribed Deviation Statement format (refer ANNEXURE-XII). Deviations not listed in the said format shall not be considered. In case of no deviation, the bidder shall clearly mention "NIL" and sign the declaration. Absence of a deviation statement shall be construed as full acceptance of all tender terms and conditions.
- 1.5 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 signed bid document (unpriced), technical details, past experience credentials, commercial terms, and Price bid includes price of materials with applicable GST rate and HSN.
 - 1.5.1 Techno-Commercial Bid shall be in compliance with the Scope of work/ technical specifications as per BOQ/ Integrity Pact, and Commercial terms are quoted on a FOR destination basis. Bidder must submit a signed and sealed copy of this tender document and Integrity Pact as part of the Techno-Commercial Bid.
 - 1.5.2 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.
- 1.6 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.
- 1.7 **Ernest Money Deposit (EMD):** **Rs.58,000/- (Rupees ninety nine thousand)**

The EMD shall be paid online through the available link on OPGCL official website or through the URL: <https://payments.billdesk.com/bdcollect/bd/odishapowergenerationcorporationltd/19850>.

 - 1.7.1 Bidder has to upload the EMD payment receipt along with bid.
 - 1.7.2 Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. The bidder has to upload a scanned copy/proof of the Online Payment Transfer along with the bid.
 - 1.7.3 If the EMD is submitted in the form of BG, then the validity should be a minimum 180 days.

- 1.8 EMD Waiver Clause:** The state of Odisha based Micro, Small Enterprises (MSEs) that are registered with DIC/KVIC/KVIB/Coir Board/NSIC/DHH/Udyog Aadhar for the relevant category and manufacturer of the items under BOQ are eligible to get the benefit of exemption from payment of EMD. The participating bidders have to obtain/register as MSME for the specific service/supply of goods/both and submit the bidder's affidavit (refer the attached format in ANNEXURE-III).
- 1.9 Bidder Seeking Exemption for EMD must enclose the following necessary documents:**
- 1.9.1** MSE (of Odisha State) along with DIC/KVIC/KVIB/Coir Board/NSIC/DHH/Udyog Aadhar for the item under BOQ.
 - 1.9.2** Bidder's affidavit (refer the attached format in ANNEXURE-III)
OR
 - 1.9.3** Bid Security Declaration Form as per ANNEXURE-VIII.
- 1.10 EMD Refund:** EMD would be refundable under the following conditions:
- 1.10.1** Refund of EMD to bidders not qualified within 15 days from the date of opening of the price bid.
 - 1.10.2** Refund of EMD to unsuccessful bidder within 30 days from the date of receipt of PBG and execution of contracts with the successful bidder.
 - 1.10.3** Refund of EMD to the successful bidder within 30 days from the date of receipt of PBG.
 - 1.10.4** No interest will be payable by the Owner on the said amount covered under Earnest Money / other security deposits.
- 1.11 Forfeiture of E.M.D. / Security Deposit:** E.M.D. / Security Deposit shall be liable to be forfeited in the following circumstances:
- 1.11.1** Withdrawal of bid after the last day of submission of tender and before the bid validity.
 - 1.11.2** Backing out to execute the contract agreement.
 - 1.11.3** Non-submission of PBG within the stipulated period.
- 1.12 Performance Bank Guarantee (PBG):** Successful bidders have to submit a bank guarantee within 15 days from the contract date, issued by a Nationalised Bank, including the Public Sector Bank / Private Sector Banks authorised by the RBI to undertake State government Business.
- Bank Guarantee valid for a period not less than the warranty period, is required at the time of entering into the agreement for the performance of the contract, and the same is to be extended by the contractor as and when desired by OPGCL. 100% of PBG will be released within 90 days after completion of the warranty period. (Refer ANNEXURE-VI for PBG format)
- 1.13 Forefeiture of PBG:** The PBG shall be liable to be forfeited in the following circumstances:
- 1.13.1** Seller fails to supply the goods/items as per the orders placed by this organisation within the delivery period stipulated.
 - 1.13.2** Seller fails to replace the goods declared to be not of standard quality or not conforming to acceptable standards, or found to be decayed/spoilt before the date of expiry, or to refund the cost of such goods.
 - 1.13.3** Seller fails to comply with the warranty terms.
 - 1.13.4** Seller fails to deposit the penalty under the risk purchase.

1.14 Acceptance of e-Bank Guarantee (e-BG):

- 1.14.1** Bidders are informed that Electronic Bank Guarantees (e-BG) shall be accepted for EMD, Performance Security, and other applicable securities.
- 1.14.2** The e-BG must be issued through National E-Governance Services Ltd. (NeSL), with Employer Entity ID: AAACO4759R.
- 1.14.3** e-BGs submitted in compliance with the above shall be treated at par with physical Bank Guarantees, subject to verification.

1.15 Delivery/Installation: The material shall be delivered within 120 days from the LOI / PO date. The vendor is liable to pay a penalty as per the LD clause. However the Installation and retrofitting and commissioning will be done as per the availability of the site. The retrofitting of each VCB should be completed within 10 days of receipt of written intimation from the EIC.

1.16 Inspection/PDI: Materials shall be subjected to inspection at buyer's site upon delivery. In case of any discrepancy or non-conformity to the specifications or quality, the materials shall be rejected and the supplier shall arrange for replacement of rejected material free of cost within 15 days from the date of intimation. Fee charged by the external inspection agency/Third Party Agency (TPA) shall be borne by the seller. Seller shall arrange for PDI through buyer approved TPA. Before start of PDI, QAP must be get approved from EIC, OPGCL and shall be adhered during the PDI process.

1.17 Payment Term: 90% payment shall be made within 30 days from the date of final acceptance of material by EIC, OPGCL & 10% shall be released within 90 days on submission of performance bank guarantee amounting to 10% of PO basic value valid for a period of 18 months from the receipt of materials or 12 months from the date of use with an additional 03 months claim period. Bank Mandate duly authorized by Supplier's Banker to be submitted for release of payment through RTGS/ NEFT/ NET. GST and TDS shall be deducted as per government rule.

1.18 Warranty: Warranty period of the supplied products shall be from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at the consignee's location in conjunction with GTC clause no-11.

1.19 Liquidated Damages/Risk Purchase: If the seller fails to supply the goods specified in the contract and/ or installation within the stipulated period, the seller is liable to pay a penalty at the rate of 0.5 % of the cost of undelivered materials per week or part thereof subject to a maximum of 05 % of the cost of undelivered materials. If the delay is beyond 10 weeks or less, depending upon the requirement, the buyer reserves the right to cancel the PO and collect the materials from any other source at the risk of the original supplier without making any reference to him. The additional financial involvement occurs if any from procuring other sources shall be recovered from seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG).

1.20 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.

- 1.21** Bidder/OEM has to submit a self-declaration for compliance with Restrictions under rule 144(xi) of GFR 2017: Restriction on Procurement from a bidder of a country that share a land border with India. (Refer ANNEXURE-VII)
- 1.22** Relevant Terms and Conditions in ITB (Information to bidders) shall supersede the General Terms and Conditions.
- 1.23** 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.

C. GENERAL TERMS AND CONDITIONS

1. 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.
2. 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.
3. 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.
4. The offer given must remain valid for 180 days from the date of opening of the price bid.
5. 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.
6. 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.
7. The percentage of GST declared to be charged should be distinctly shown along with the price quoted. GST Registration number must be indicated invariably.
8. The tenderers should be able to complete delivery within 120 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.
9. Payment Term:
 - a) 90% payment shall be made within 30 days from the date of final acceptance of material by EIC, OPGCL & 10% shall be released within 90 days on submission of performance bank guarantee amounting to 10% of PO basic value valid for a period of 18 months from the receipt of materials or 12 months from the date of use with an additional 03 months claim period. Bank Mandate duly authorized by Supplier's Banker to be submitted for release of payment through RTGS/ NEFT/ NET. GST and TDS shall be deducted as per government rule.
 - b) Payment towards Retrofitting will be completed within 15 days of completion of retrofitting job duly certified by EIC or his authorization representative.
10. 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.
11. 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.
12. 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.
13. Destination means Central stores, Ib Thermal Power Station, Banharpali.
14. 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.
15. All Bank charges to the vendor's account.
16. The weight of each item after packing shall have to be mentioned in your offer, otherwise maximum freight charges shall be loaded.
17. The quantity indicated in this enquiry is provisional and subject to change.

18. The undersigned reserves the right to accept/reject any or all the tender without assigning any reason thereof.
19. Supplier having past experience means of supplying similar items and credentials to other Thermal Power Stations.
20. 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.
21. 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.
22. Litigation: All expenses and costs in connection with litigation, if any, will be to the vendor account.
23. 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.
24. 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.
25. 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.
26. 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.

D. Important Instructions to Bidders For E-Procurement

Bidders are requested to read the terms & conditions of this tender before submitting their online tender.

1. Process of E-tender:

Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. This submission of bids shall be done over the internet. The Vendor should possess a valid Class III signing and encryption type digital signature certificate. Vendors are to make their own arrangement for bidding from a computer connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE PRICE BID HAVE TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprocn

a. Vendors are required to register themselves online with <https://www.mstcecommerce.com/eprocn> → Register (Filling up details and creating own user id and password) → Submit. Please follow the 'Registration Guide' available in the Registration link before proceeding.

b. Vendors will receive a system generated mail confirming the registration in their email which has been provided during filling the registration form.

c. The Vendors shall have to subscribe to the buyers and categories to receive system generated mails. To subscribe, a vendor has to login and click on 'My Subscription' followed by 'Add Subscription'. On successful subscription, a system generated mail shall be forwarded to the vendor. Please follow the guide for 'Subscription' of 'Download Guides' available in the Dashboard before proceeding.

For Technical Help:

Call 07969066600

Mail helpdeskho@mstcindia.in

2. System Requirement:

a. Please follow the instruction as appears while accessing <https://www.mstcecommerce.com/eprocn/>

b. The tender will be opened electronically on specified date and time as given in the NIT.

c. All entries in the tender should be entered in online Price Bid Formats without any ambiguity.

d. All notices and correspondence to the bidder(s) shall be sent by email only during the process, up to the finalization of tender buyer. Hence the bidders are required to ensure that their official email ID provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSCs (Digital Signature Certificates).

e. E-tender cannot be accessed after the due date and time.

3. Bidding in e-tender:

a. The process involves Electronic Bidding for submission of Bid.

b. The bidder(s) can submit their Bid through internet in MSTC Website www.mstcecommerce.com/eprocn

c. The NIT/ Documents shall be available for download in the event catalogue available under 'Event Details' of the Event.

d. Please follow the guides for 'Uploading encryption public key' and 'Bidding' under 'Download Guides' available in the Dashboard before proceeding to submit bid.

e. The bidders may upload the bidding related documents in the link 'My Documents'. The documents uploaded here shall be available for attaching with this event in the Bid Floor.

f. To submit bid, a vendor must go to 'Events' from the menu and select 'Bid Floor'. The vendor must select the buyer from the buyer list to view the live events list. The correct event must be selected from the event list for participation. A vendor must submit 'Event wise bid details' that may consist of 'Common Terms' and/ or 'Document Attach'. A vendor must save the Common Terms and/ or attach documents by clicking the respective buttons. Once the event specific bids are saved, the status is updated in 'Event specific bid status' and the 'Item specific bid' button appears on the bid floor. Thereafter vendor must click button under 'Technical Cover' to save the technical bid for specific lots. Once the technical bid is saved, the 'Price Cover' button appears on the screen for respective lots. Once price bid is saved, the vendor must click on 'Final Submit'. On final submission of bid, the status of the

bid submission shall display 'Bid submitted' under 'Item specific bid status'. A vendor shall receive system generated mail.

NOTE: - The bid cannot be revised once the Final Submit button has been clicked by the bidder. However, if the bidder wishes to change his bids then he may delete the bid and re- submit the same.

g. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.

h. During the entire e-tender process, the bidders will remain completely anonymous to one another and to everybody else.

i. The e-tender floor shall remain open from the pre-announced date & time and for the duration mentioned above.

j. All electronic bids submitted during the e-tender process shall be legally binding on the

k. bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by Buyer will form a binding contract between Buyer and the Bidder.

l. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

m. Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part without assigning any reason thereof.

n. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.

o. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in

p. Indian Rupee as per UOM indicated in the e-tender floor/tender document.

q. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.

s. No deviation to the terms & conditions are allowed.

t. Buyer has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

v. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprocn of MSTC Ltd.

w. The bidders should upload all the documents required (if any) as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

x. The bid will be evaluated based on the filled-in Price bid formats.

Canvassing in any form in connection with the Tender is strictly prohibited and the bids submitted by the bidders who resort to canvassing are liable to be rejected.

E. BOQ

SN	Item Descriptions	Qty	UoM	GST %	HSN
1	3Phase InductionMotorWDG4DPL. No18080017	1	NO		

SCOPE OF WORK

- A. Supply of "3-Phase Induction Motor For 4500 HP WDG4/WDG4D Locomotives As Per Latest RDSO Specification.MP.0.2400.52, REV.-05, September 2022 TO BLW PART NO- 18080017.

F.Qualifying Criteria-ANNEXURE-I

The bidders must meet the following Qualifying Criteria with relevant documents.

1.0	Technical Criteria:
1.1	The agency must be a regular manufacturer/ Authorized dealer/Distributor/Stockiest of Vacuum circuit breaker(VCB). Documentary evidence i.e Manufacturer Proof/Bid Specific Authorization against Authorized dealer/Distributor/Stockiest , must be attached to the Technical Bid; failure to provide this will result in the offer being rejected.
1.2	The bidder must have supplied 3 Phase Induction Motor for 4500 HP WDG4D locomotives. The bides must have supplied same items to Indian Railways/Railways Production Units/Central and State PSUs/State Government/Reputed Private Sector Companies during last seven(07) years. Bidders must submit PO copies along with the technical bid as documentary evidence of supply of for the following: 1. At least single supply contract with contract value not less than Rs 24 Lakh for similar materials Or 2. At least two supply contracts with contract value not less than Rs. 18 Lakh. for similar materials Or 3. At least three supply contracts with contract value not less than Rs.12 Lakh. for similar materials
	Notes for Technical Criteria: (a) The word "Executed" mentioned above means that the bidder should have achieved the criteria specified above and should have completed the supply. (Relevant order copies along with proof of execution (such as copy of invoice, LR/Shipping documents/ Waybill)). (b) The date for eligibility of documents shall be considered/counted the date of initial Techno Commercial Bid Opening date shall be first scheduled Techno Commercial Bid Opening Date.
2.0	Financial criteria
	i) Minimum Average Annual Turnover of the Bidder shall not be less than 35 lakhs in last 3 (Three) Years (FY 2024-25; FY 2023-24; FY 2022-23). Audited balance sheet including P&L account for the previous three completed financial years (from the date of issue of this tender). In case the documents are not available for last FY, then certified copy by a registered practicing CA may be submitted. ii) 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/CPP. Self-declaration certificate shall be submitted along with technical bid. iii) Must submit a copy of Valid PAN & GST registration along with the technical bids.
3.0	Bidders must submit EMD of Rs. 58,000/- along with the technical bid. In case the bidder is registered in Odisha under MSME/NSIC, Copy of Micro & Small Enterprise (MSE) certificate or Udyam Registration certificate, as an exemption certificate in lieu of tender fee/EMD, should be uploaded in Fee/EMD envelope of the online bid. Please note this is applicable for Odisha based manufacturer of the quoted item registered as MSE only.

Notwithstanding anything stated above, OPGC reserves the right to assess the capability and capacity of the Bidder to perform the contract, limit the restriction or accept the bids of reputed (Branded) manufacturers/vendors, should the circumstances warrant such an assessment in the overall interest of OPGCL.

Note:

- a) For all qualification criteria all supporting documents to be provided. OPGCL reserves the right to obtain necessary documents and to assess the qualification of the Bidder, after submission of bid, as deemed necessary to establish bidder's qualification.

G. BIDDER'S AFFIDAVIT-ANNEXURE-II

Odisha Procurement Preference Policy for Micro and Small Manufacturing Enterprises'2023 [See para 1 (B)]

(Applicable to Bidders who fall under the definition of Odisha Small Manufacturing Enterprises)

I, Shri/ Smt/ Ms..... (Designation) of(name of the Bidder Enterprise)solemnly state the following.

1. That annual turn-over of my enterprise is less than Rs. 50 Cr.
2. That my enterprise has a valid Udyam Registration bearing No..... within the jurisdiction of the State of Odisha.
3. That manufacturing plant/unit of my enterprise is located in Odisha in Village/Town/City..... Block/ULB.....,Dist.....
4. That the goods for which I am submitting this bid are manufactured in the above-mentioned manufacturing plant/unit of my enterprise.
5. That the goods to be supplied by my enterprise shall be its own manufactured goods.
6. That my enterprise shall not supply goods which are not manufactured by my enterprise.
7. That my enterprise has not been blacklisted/debarred by any Government Organization from participating in current procurement process.
8. That my enterprise comes under the definition of Odisha Small Manufacturing Enterprise (OSME), as defined in the Policy, and is, therefore, eligible for preferences and relaxations provided in the Policy for OSMEs.
9. That I am submitting this affidavit in response to the tender No.....dated.....invited by (Organisation Name)..... supply of..... (item name).

I certify that all information furnished by me as above are true and correct. If any information is found to be incorrect, I and my enterprise shall be liable for any punitive action as deemed appropriate by competent authority.

Date _____

Signature of Bidder

Name of the Bidder _____

Address _____

Mob No:

E-mail:

H. ANNEXURE-III- 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
3. E-mail ID
4. Permanent Account Number
5. Telephone/Cell No.....
6. 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-digit code number appearing on the MICR Bank of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank to ensure the accuracy of the bank name, branch name & code and Account number)			
IFSC Code			

7. 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 the updation of records for the purpose of credit of amount through the internet / RTGS / NEFT.

Place:

Date:

Signature of the Party / Authorized Signatory

.....

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

Bank's Stamp: Date:

(Signature of the Authorized Official from the Banks)

I. ANNEXURE-IV- 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 _____

J. ANNEXURE-V- Proforma Of Bank Guarantee For Material Performance

(On Non-Judicial Stamp paper of Appropriate Value)

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.

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 up to (Days/month/year)

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.

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.

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.

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).

Notwithstanding anything contained herein a)Our liability under this bank guarantee shall not exceed Rs.....[Rupees] b) This bank guarantee shall be valid uptoc) 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

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...

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

.....
.....

For and on behalf of (the Bank)

Signature

Name

Designation

Authorisation No.....

Seal of the Bank

K. ANNEXURE-VI- Restriction of Procurement

Restriction on procurement from border of a country which shares land border with India as per (Rule 144 (xi), GFR 2017 17, notification number OM No. F.7/10/2021-PPD (1) dated 23.02.2023

GUIDELINES FOR ELIGIBILITY OF A ‘BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA’:

CERTIFICATE REGARDING COMPLIANCE:

a) Bidders shall submit following certificate:

UNDERTAKING FOR COMPLIANCE

“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We certify that bidder M/s. _____ (name of the bidder) is not from such a country or if from such a country, has been registered with the Competent Authority. We hereby certify that bidder M/s. _____ (Name of bidder) fulfills all the requirement in this regard and is eligible to be considered against the tender.”

[Wherever applicable bidder must submit evidence of valid registration by Competent Authority]

b) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. Bidder shall submit the following certificate in this regard:

“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that bidder M/s. _____ (Name of bidder) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.”

[Wherever applicable bidder must submit evidence of valid registration by Competent Authority]

If such certificate (as mentioned as (a) & (b) above) given by a bidder whose bid is accepted, is found to be false, this would be a ground for immediate rejection of bid/termination of the contract and forfeiture of EMD/Security Deposit.

The above certificate shall form part of PO/contract.

The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance/placement of the order, registration shall not be a relevant consideration during contract execution.

Further, the above guidelines will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India.

‘Agent’ mentioned in the above guidelines also includes dealer/distributor/sole selling agent.

L. ANNEXURE-VII- Format Of Bid Security Declaration From Bidders In Lieu Of EMD

(On Bidders' Letterhead)

Bid Security Declaration Form

Date: _____ Tender No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 - (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

- (i) the receipt of your notification of the name of the successful Bidder; or
- (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration) Name: (insert complete name of person signing the Bid Securing Declaration) duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

M. ANNEXURE-VIII- Rules and Regulations of 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 Motor"
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 bidder's interest. Neither the Service Provider nor OPGC will be responsible for any lapses /failures 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 of idle time between the bids.
Decrement 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 the start of the e-RA and the same should be the lowest IPO/estimated price as decided by OPGC.

- Bidding would be conducted through two (02) a stage process comprising of a technical bid in which the bidder would be required to provide the details regarding compliance with the eligibility conditions, and a financial bid through E-Portal.
- For the proposed e-Reverse Auction, the best five (L-1 to L-5) bidders would be qualified bidders and such qualified bidders shall be eligible to participate in the E-RA.
- Bidders must be registered users to bid for Buyer ("OPGC") in the MSTC portal at www.mstcecommerce.com/eprochome/opgc. Bidders need to have their Login ID and Password before e-Reverse Auction.
- Bidders have to participate as per the e-Reverse Auction time and date communicated to them & based upon the e-Reverse Auction invitation for a particular Auction.
- Quotation once submitted through e-Reverse Auction cannot be withdrawn /deleted. Otherwise, the EMD submitted by the bidder shall stand forfeited.
- 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.
- Buyer reserves the right to extend/cancel the e-Reverse Auction.
- E-Reverse Auction shall be conducted in Indian Rupees only.
- All prices submitted by the Bidder in e-Reverse Auction shall be as per Tender's Terms & Conditions.
- Validity of bids: As mentioned in the Tender Document.
- Buyer reserves the right to award the Purchase Order / Service Order as per buyer's discretion irrespective of Live Auction Rank.
- Buyer reserves the right to repeat the e-Reverse Auction of the same package.
- After completion of the e-Reverse Auction, the lowest evaluated bid of all the bids submitted in the e-portal and e-Reverse Auction process shall be considered for award of the Purchase order / Work order.**
- The bidders shall quote from their offices/places of their choice. Internet connectivity shall have to be ensured by the bidders themselves.

15. 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 discretion shall debar the bidder from the e-Reverse Auction/Tender and future participation also.
16. 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.
17. 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.
18. 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.
19. If any item is not quoted by a bidder, the maximum price quoted by the other participating bidders for that item shall be considered for arriving evaluated price of that bidder.
20. 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.
21. The price quoted in e-Reverse Auction is the total price for all the items and quantity as per the Price Schedule of NIT irrespective of any omission by the bidder in the price bid.
22. In case, the L1 Bidder in e-Reverse Auction and online Tender happens to be the same bidder, then the 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.
23. The Price quoted in the e-Reverse Auction shall be inclusive of all applicable taxes, duties and levies, on his quoted price. However, the GST shall be paid extra as applicable and not included in the 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:

N. ANNEXURE-IX- Integrity Pact:

INTEGRITY PACT

[To be executed on plain paper and submitted along with Technical Bid/Tender document for tenders having a value of Rs.2.5 Crores or more. To be signed by the bidder and same signatory competent / authorized to sign the relevant contract]

Tender No.....

This Integrity Pact is made at.....on this..... day of.....

Between

Odisha Power Generation Corporation Ltd. (OPGC), a company registered under the Companies Act 1956 and having its registered office at Zone-A, 7th Floor, Fortune Towers, Chandrasekharapur, Bhubaneswar-751023, Odisha (India) hereinafter referred to as “Principal”, which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

And

_____, description of the party along with address), hereinafter referred to as “Bidder/ Contractor” which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

(The Principal and the Bidder/ Contractor together are collectively referred to as the “Parties” and individually as a “Party” in this Pact).

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for... (“Contract”)

The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal enter into an Integrity Pact (“**Pact**”) with the Bidder(s)/ Contractor(s) for the tender process and execution of the Contract and will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the Contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

No employee/Director/management representative of the Principal, personally or through family members or through third party, will in connection with the tender process for, or the execution of a Contract,

demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

The Principal will, during the tender process treat all Bidder(s)/ Contractor(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information (other than the clarifications sought for by the Bidder(s)/Contractors with respect to the bidder specific information required to be provided only to the concerned Bidder(s)/Contractor(s),) and will not provide to any Bidder(s)/Contractor(s) confidential / additional information through which the Bidder(s) /Contractor(s) could obtain an advantage in relation to the tender process or the contract execution.

The Principal will exclude from the tender process or execution of the Contract all known prejudiced persons including those employees/ Directors/management representatives of the Principal who have family relationships with the employees or Directors of the Bidder(s)/Contractor(s).

If the Principal obtains information on the conduct of any of its employees/ Directors/ management representative which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Officer for further enquiry and initiation of disciplinary actions against the person(s) concerned.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

The Bidder(s)/ Contractor(s) commit itself to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits itself to observe the following principles during its participation in the tender process and during the contract execution.

The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees/ Directors/ management representative involved in the tender process or the execution of the Contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the Contract.

The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act and any other such similar applicable Acts; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, approach any Government officials, ministers, political persons public servants, or any external agencies in an effort to influence the bidding decision making process or to attain any undue favours to the Bidder(s) / Contractors(s).

The Bidder(s)/Contractor(s) shall exclude, from the tender process or execution of the Contract all known prejudiced persons including those employees / Directors /management representatives of the Bidder(s) / Contractor(s) who have family relationships with the employees or Directors of the Principal.

The Bidder(s)/Contractor(s) shall disclose the circumstances, arrangements, undertakings or relationships that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with its obligations specified in the tender process or under any contract which may be negotiated or executed with the Principal. Bidder(s)/Contractor(s) and their employees, agents, advisors and any other person associated with the Bidder(s)/Contractor(s) must not place themselves in a position which may, or does, give rise to conflict of interest (or a potential conflict of interest) between the interests of the Principal or any other interests during the tender process or through operation of the Contract.

The Bidder(s)/Contractor(s) will not indulge in any corrupt , fraudulent, coercive undesirable or restrictive practice in the tender process or the execution of the Contract.

The Bidder(s)/ Contractor(s) or its sub contractors or its agents will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process, termination of the Contract and exclusion from future contracts

If the Bidder(s)/ Contractor(s), during the tender process or before award of the Contract or during the execution of the Contract has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put its reliability or credibility in question, the Principal may disqualify the Bidders(s)/ Contractor(s) from the tender process or decide not to award the Contract or terminate the awarded Contract or blacklist the Bidder(s)/Contractor(s) and seek damages as specified in Section 4.

Section 4 – Compensation for Violations

If the Principal has disqualified the Bidder(s)/ Contractor(s) from the tender process prior to the award of the Contract according to Section 3 or 5, the Principal is entitled to demand and recover the damages by encashment of the Earnest Money Deposit/ Bid Security deposited by the Bidder(s)/ Contractor(s) while making submission in the tender process.

If the Principal has terminated the Contract according to Section 3 or 5, or if the Principal is entitled to terminate the Contract according to section 3 or 5, the Principal is entitled to demand and recover from the Contractor liquidated damages equivalent to ---% of the Contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher, in addition to the Liquidated Damages already agreed to by the Bidder(s)/ Contractor(s) in the Contract..

Section 5 – Previous Transgression

The Bidder(s)/ Contractor(s) declares that no previous transgressions occurred in the last three (3) years with any other organization in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify its exclusion from the tender process or the execution of the Contract.

If the Bidder/ Contractor has made incorrect statement/disclosure on this subject or hides such information, the Principal is entitled to disqualify the Bidder/Contractor from the tender process or the execution of the Contract, if already awarded, may terminate the Contract and claim compensation as mentioned in section 4.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors

The Bidder(s)/ Contractor(s) undertake(s) to demand from his sub- contractors a commitment consistent with this Integrity Pact. This commitment shall be taken only from those sub-contractors whose contract value is more than 20% of Bidder's/ Contractor's contract value with the Principal.

The Principal will enter into individual Integrity Pacts with identical conditions as this one with all Bidders and Contractors for the tender process.

Only those Bidder(s)/ Contractor(s) who have entered or expressed intention of entering into Integrity Pact with the Principal shall be eligible to participate in the tender process or execution of the Contract.

The Principal will disqualify the Bidder(s)/ Contractor(s) from the tender process who do not execute the Integrity Pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders/ Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office of the State in which the Principal has its Registered Office.

Section 8 –Independent External Monitor(s)

The Principal will appoint one or more competent and credible Independent External Monitor(s) (“**Monitor**”) for monitoring the implementation of this Pact. The task of the Monitor will be to review independently and objectively, whether and to what extent the Parties comply with the obligations of the Integrity Pact.

The Monitor shall not be subject to instructions by the representatives of the Parties and shall perform his functions neutrally and independently. The Monitor shall report to the OPGC Board.

The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all the document related to the tender process or the execution of the Contract of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) shall grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to the document in its possession related to the tender process or execution of the Contract. The same is applicable to Sub-contractor(s) of the Bidder(s)/ Contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with strict confidentiality. The Principal will provide to the Monitor sufficient information about all meetings among the Parties related to the tender process or the execution of the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/ Contractor. The Parties shall offer to the Monitor the option to participate in such meetings.

As soon as the Monitor notices, or believes to have noticed, a violation of the Integrity Pact, he will so inform the Managing Director of the Principal and request him to take corrective action, or heal the situation, or to take other relevant action.

The Monitor may in this regard submit non-binding recommendations. Beyond these actions, the Monitor shall have no right to demand from the Parties that they act in a specific manner, refrain from action or tolerate action.

If the Monitor reports to the Managing Director of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act, the Managing Director of the Principal shall within reasonable time, taken visible action to proceed against such offence.

The number of Independent External Monitor(s) shall be decided by OPGC.

The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact shall become effective from the date when both the Parties have executed it or the Parties have shown their intent to enter into the Pact, whichever is earlier. This Pact will expire for the Contractor after it meets all the obligations of the Contract and for all other Bidders 6 months after the Contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified as above, unless it is discharged/ determined by the Principal.

Section 10 – Other Provisions

This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. Bhubaneswar.

Changes and supplements to the Pact as well as notices of termination of the Pact to be sent to any Party shall be made in writing by mutual agreement between the Parties.

If the Bidder/ Contractor is a partnership or a consortium, this Pact shall be signed by all partners or consortium members.

Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions. Only those Bidder(s)/ Contractor(s) who have expressed their intention through submission in the tender process or have entered into this Pact with the Principal will be eligible to participate in the bidding.

For & On behalf of the Principal
(Office Seal)

For & On behalf of the Bidder/ Contractor
(Office Seal)

Place -----

Date -----

Witness: _____
(Name & Address) ____

Witness: _____
(Name & Address) _____

O. ANNEXURE-X- Standardised Suppliers List:

Not Applicable

P. ANNEXURE-XI- NIL Deviation Declaration Form:

NIL Deviation Declaration

(In Company letter head)

Tender Ref No.:

Description of Item: _____

We hereby declare that we have completely read & understood the above bid Document(s) including Information to Bidders, GTC (General Terms & Conditions), Corrigendum /Addendum (if any), Pre Bid Meeting Minutes (if any) & Technical Specification/Drawing/Scope etc. given in the tender and Confirm NIL deviation with respect to it and shall comply with all Commercial/technical specifications and scope given in the tender in toto.

Deviation (if any): To be mentioned in the attached format (“Annexure- Deviation Declaration”)

Note:

- (1) This declaration should be signed by the Tenderer’s authorized signatory on Company letterhead who is authorized to submit the Bid.
- (2) Seal & Signed copy shall be uploaded with technical bid.

Seal & Signature of the Bidder:

Name of above Authorized Signatory:

Contact No. & e-mail id of Authorized Signatory:

Q. Annexure –XII- Deviation Declaration

DEVIATION STATEMENT

Tender Ref No.:

I. Technical Deviations:

SL. No	Clause No	Description of Clause	Deviation Taken by the Bidder	Justification for Deviation

II. Commercial Deviations:

SL. No	Clause No	Description of Clause	Deviation Taken by the Bidder	Justification for Deviation

Note:

1. This annexure has been included in the bidding document solely for the convenience of the bidder to list out deviations/exceptions of both technical and commercial nature from the bidding document. OPGCL will not recognize any deviations/exceptions not listed in this format.
2. Any deviations taken or noted elsewhere in the submitted bid will not be considered, and OPGCL will not be responsible for the same.
3. OPGCL reserves the right to accept or reject the deviations/justifications and decide on qualifying the bidder in the evaluation of the Techno-Commercial (Unpriced) Bid.
4. In case of “No deviation” the bidder should write ‘NIL’ and sign.
5. If the above table is left blank, it will be construed that the bidder has not taken any deviation to this tender.

Seal & Signature of the Bidder:

Name of Authorized Signatory:

Contact No. & Email ID: