



BID DOCUMENT

Name of work: "Services for Refractory Application in Unit # 3 & Unit # 4 Boiler during AOH (Two Parts)"

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ODISHA POWER GENERATION CORPORATION LTD. Unit# 3 & 4
1b Thermal Power Station, Banaharpali, Jharsuguda – 768234
(ODISHA)

Email: debesh.mohanty@opgc.co.in; rabindra.panda@opgc.co.in;
bkmishra@opgc.co.in



ODISHA POWER GENERATION CORPORATION LIMITED
IB THERMAL POWER STATION Unit # 3&4
At/PO: BANHARPALI, DIST: JHARSUGUDA – 768 234 (ODISHA)
TEL: (06645) 289273
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NOTICE INVITING TENDER

NIT No. ITPS/Unit 3 & 4/21-22/099

Date: 25/05/2021

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

SI	Name of the work	Tender Cost (Rs.)	EMD (Rs.)	Contract Period	Sale of Tender document	Date of receipt & submission /Opening of technical Bid
1.	"Services for Refractory Application in Unit # 3 & Unit # 4 Boiler during AOH" (Two Parts)	Rs.5600/- (Inclusive of GST)	Rs.12,500/-	12 Months	25/05/2021 to 14/06/2021 (Hard & Soft copy only) Up to 3 PM	Up to 3:00 PM on 15/06/2021 3:30 PM onwards on 15/06/2021

- NB: a) Bidders having the requisite qualifying requirements specified in the bid document shall only be considered for the work.**
b) Further please note to submit your offer considering GST provision and its related input tax credit benefits to be passed on to OPGC

Cost of bid document (non-refundable) shall be paid by Demand Draft in favour of OPGC Ltd. drawn on State Bank of India (Code-9510) / Union Bank of India (Code-UBIN0806625) / Central Bank of India (Code-283899) payable at ITPS, Banharpali. Cost of bid document shall have to be submitted along with the bid and the DD towards the tender cost (separate from EMD) should be prepared on or before the last date of sale of tender, otherwise the bid shall be liable for rejection. In case of any discrepancy found between tender document submitted by the agency and the master copy in our office, the latter should prevail. No claim on this account shall be entertained. Complete and signed sealed bids in hard copy form only shall be received at Contract Cell, ITPS. Bids shall be opened at Contract Cell, ITPS in the presence of the bidders or their authorized representatives, if present at the time of opening. If the last date of issue / receipt / opening happens to be a HOLIDAY/office closed, the tender will be issued/ received / opened at the respective time on the next working day. The photocopies of all the supporting documents required for participating in the tender mentioned in NIT/Tender paper shall be submitted along with the bid; otherwise the bid is liable for rejection. Bids without EMD will be rejected outright.

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

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

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

Sd/- GM- SCM

SAFE & CLEAN POWER IS OUR COMMITMENT



Information to Bidders

- 1) The bids complete in all respect must be submitted in a sealed envelope super scribed with tender enquiry number, name of the work and due date of opening. Both the Techno-commercial & Price Bid in separate sealed cover shall be put in a sealed third envelope. **The bid documents are not transferable.** The bidder must submit the following along with the bid:
- a) EMD of requisite amount as per NIT shall be put in a sealed envelope separately:
 - i) All Micro & Small Enterprises (MSEs) who are registered with DIC/KVIC/KVIB/Coir Board/NSIC/DHH/ Udyog Aadhar Memorandum are eligible to get the benefit of exemption from payment of EMD & Tender cost and to get the exemption, the participating bidders have to obtain/register as MSME for the specific service/supply of goods/both.
 - ii) To get the exemption of EMDs & tender fee, the party has to make an application to the head of supply chain management (SCM) who is conducting tendering process along with proof of documents regarding eligibility of the exemption at least 2 days before the last day of bid submission. The HOD after due examination will allow to participate without submission of EMD& tender fee & the same has to be communicated to bidder in writing.
 - iii) FOR PSU SUBMISSION OF TC/EMD IS EXEMPTED
 - b) Photocopies of Provident Fund Registration certificate, ESI Registration certificate, Income Tax PAN and GST certificate.
 - c) Bid documents duly signed & stamped in all pages as a token of acceptance.
 - d) In case of bidders submitting the documents downloaded from OPGC web site, the cost of bid documents (as per NIT) must be submitted (separately from EMD) in the form of Demand Draft. **The draft towards cost of bid documents must be drawn on or before the last date of sale of bid documents.**
 - e) Original price bid duly filled in, signed & stamped on each page shall be submitted. Any price breakup (if required) must be submitted separately. The rates offered by the bidder shall be clearly written in English (clearly hand written or typed) both in words and figures and shall be free from any aberrations, deletions, corrections and overwriting. In case of any illegibility of the offer submitted by bidder the interpretation by OPGC shall be final and binding on the bidder. Insertion, postscript, addition and alteration shall not be accepted after submission of the bid.

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

- 2) Bidders are advised to submit the tender based strictly on the terms and conditions and specifications contained in the tender documents and not stipulate any deviations in normal case.
- 3) **OPGC will award the contract to the successful bidder whose bid (offered/evaluated) has been found the lowest i.e. on L-1 basis.**
- 4) OPGC reserves the right to evaluate the quotation on such deviations having financial implications by adding the cost determined by OPGC.
- 5) Wherever it is mentioned in the specification that the contractor shall perform certain work or provide certain facilities, it is understood that the contractor shall do so at his own cost.
- 6) Before quoting the rates the Bidder should go through the specifications, scope of work, special condition of contracts etc. and get himself fully conversant with them. The bid should include cost of mobilization and cost to adhere to all safety norms as described in the tender & OPGC contractor safety management program document no.EM4/61 (PART A). No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to the opening of bid on account of mobilization or Safety costs.
- 7) The details of items in the price schedule shall be read in conjunction with the corresponding technical specifications. Items of work provided in the price schedule but not covered in the technical specifications shall be executed strictly as per instructions of Engineer in charge.
- 8) The Bidders shall quote rates inclusive of the complete cost towards consumables, tools and tackles, equipments, labour, levies, taxes and duties if any, **all safety PPE's as per OPGC norms to all workmen**, rectification, maintenance till handing over, supervision overheads, profits and all incidental charges not specifically mentioned but reasonably implied and necessary to complete the work according to contract.
- 9) OPGC reserves the rights of accepting the whole or any part of the tender and bidder shall be bound to perform the same at their quoted rates.

GENERAL CONDITIONS OF CONTRACT



ODISHA POWER GENERATION CORPORATION LIMITED
7TH. FLOOR, ZONE – A, FORTUNE TOWERS,
CHANDRASEKHARPUR, BHUBANESWAR – 751 023
(ODISHA)

- 1.** Tenders are invited on behalf of the OPGC Ltd. for the work “Services for Refractory Application in Unit # 3 & Unit # 4 Boiler during AOH” (Two Parts).
- 2.** The Tender & rates shall be in the prescribed form provided by OPGC.
- 3.** The works are required to be carried out for 12 Months.
- 4.** Normally Bidders having corresponding class of license, PF Code, ESI Registration, Service Tax code, valid IT PAN & GST IN, expertise for the work required to be executed and financial capacity will be considered.
- 5.** The person who floats the NIT shall be the Accepting Authority herein after referred to as such for the purpose of this Tender.
- 6.** Applications for issue of tender documents shall be submitted to Accepting Authority so as to reach his office not later than dt.14/06/2021. (up to 3 PM)
- 7.** A Bidder shall possess IT PAN, PF Registration certificate and GST IN.
- 8.** Tender documents consisting of plans, drawings, specifications, Schedule(s) of Quantities / Price Schedule of various classes of work to be done, the Conditions of Contract and other necessary documents.
- 9.** A Bidder should quote his rates in figures as well as in words. The amount for each item should be worked out and the requisite totals given. Special care shall be taken to write rates in figures as well as in words, and the amounts in figures only in such a way that interpolation is not possible. The total amount shall be written both in figures and in words. In case of figures, the words ‘Rs.’ should be written before the figure of rupees and the words ‘Paise’ after the decimal figures, e.g. Rs.2.15 P. In case of words, the words ‘Rupees’ should precede and the words ‘Paise’ should be written at the end. Unless the rate is in whole rupees and followed by the word ‘Only’ it should invariably be up to two places of decimal.
- 10.** In the case of item rate Tenders, only rates quoted shall be considered. Any tender containing percentage below / above the schedule of rate quoted is liable to be rejected. In case of lump sum tenders, only quoted amount shall be considered.
- 11.** Any Bidder for the works shall not be witness in the Bid of any other Bidder for the same works. Failure to observe this condition shall render the Tender of the Bidder tendering as well as of those witnessing the Tender liable for rejection.
- 12.** Tender shall be received up to 3.00 P.M of dt. 15/06/2021 and shall be opened at 3.30 P.M on 15/06/2021 in presence of those Bidders or their duly authorized representatives who may like to be present.
- 13.** The Tender shall be accompanied by Earnest Money @ Rs.12,500.00. The Earnest Money offered shall be in shape of Demand Draft/Pay Order in favor of ODISHA Power Generation Corporation Ltd. drawn on State Bank of India (Code-9510) / Union Bank of India (Code-UBIN0806625) / Central Bank of India (Code-283899).
- 14.** The Tender shall be accompanied with letter of undertaking on non-judicial stamp paper of appropriate value in the prescribed format.
- 15.** The Earnest Money shall be made payable without any condition/demure to the Owner on demand. The Earnest Money shall be valid for a period of 03 (Three) calendar months from the date of opening of the bid

16. In consideration of the Owner opening and considering the Tender for purpose of award of Contract, the Bidder shall keep his Tender valid for a period of One Eighty (180) days from the date of opening of the Tender, during which period the Bidder agrees not to vary, alter or revoke his Tender either in whole or in part. If the Bidder however, fails to keep his Tender valid for One Eighty (180) days or varies its terms and conditions during the said period then the Owner shall be entitled to forfeit the Earnest Money amount without any notice or proof of damages etc. The Bidder shall submit his Tender as required in the Tender documents along with letter of undertaking in the proforma enclosed herewith.

17. The Earnest Money of all unsuccessful Bidders will be returned within thirty (30) days after the award of the Contract.

18. Any Tender not accompanied with Earnest Money in accordance with aforesaid provisions shall be rejected by the Owner as non-responsive Bid.

19. No interest will be payable by the Owner on the said amount covered under Earnest Money / other security deposits.

20. On finalization of Tender, Earnest Money deposited in form of DD of successful Bidder will be treated as part of the initial security at the option of the said Contractor or shall be returned to the successful bidder at his option.

21. A Bidder shall submit the Tender which satisfies each and every condition laid down in this notice and other tender documents, failing which the Tender will be liable to be rejected.

22. The ODISHA Power Generation Corporation Ltd. do not bind themselves to accept the lowest or any tender or to give any reasons for their decision. The Owner reserves the right to allow the Public Sector Undertakings price preference facilities as admissible under existing Govt. policy. The prospective Bidders may apprise themselves of the relevant Govt. notification in this regard before submission of their bid. The ODISHA Power Generation Corporation Ltd. reserves the right of accepting the whole or any part of the Tender or split the total scope of work among eligible Bidders and Bidder (s) shall be bound to perform the same at his/their quoted rates.

23. Except GST, Work Contract Tax or any other tax on materials in respect of this Contract shall be payable by the Contractor except service tax which shall be extra as applicable.

24. The right to accept the Tender rests with the Owner. The Owner further does not bind himself to accept the lowest tender and reserves the authority to reject any or all the Tenders received without assigning any reason whatsoever. The whole work may be split up between two or more Contractors or accepted in part (not entirely) if considered expedient. The rates shall be the lowest/negotiated for such eventualities. Tenders in which any of the particulars and prescribed information is missing or incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The decision of the Owner in respect of the above shall be final and binding on the Bidders.

25. In case Contractor's labour go on strike with advance notice as per rule, it is responsibility of the Contractor to mobilize such manpower from their other sites or otherwise and continue the work so that execution of Contract is not affected. In such an event, the failure to perform shall lead the Owner to get the work done by any other agency, but at the cost & risk of the Contractor. Further, the Contract shall be terminated with seven (7) days' notice in O&M Contract and the Contractor may be debarred from participating in any future Bid in OPGC Ltd. In case of construction work, non-adherence to schedule shall lead to cancellation of Contract or imposition of penalty at the discretion of the Engineer-in-charge. If the labours go on strike without prior notice, the situation shall be treated as force majeure provided nonperformance is for a reasonable period only. If the situation is beyond reasonable control of the Contractor but has taken appropriate steps as a man of common prudence would have taken in his own case, Owner may consider in case to case basis to either terminate the Contract or otherwise get the work done by other means but at the cost & risk of the Contractor. Only events of such illegal strike, which make the performance impossible at the time of occurrence and for a considerable time period for mobilization, shall be considered as force majeure.

The period of Contract shall be specified in the Special Conditions of Contract. The Contract period shall reckon from the date of issue of LOI. OPGCL reserves the right to withdraw any item(s) of works from the scope by serving a 7 days' notice to the Contractor without giving any reason for the same and take up the job departmentally or otherwise if performance of Contractor is found to be unsatisfactory. Value for the items of work thus withdrawn shall not be payable by the Owner. The Contractor shall not claim any compensation on this account.

The period of Contract may be extended with mutual consent if the delay is beyond the control of Contractor at the discretion of the Engineer-in-charge.

26. SUSPENSION OF WORKS:

The Contractor shall, on receipt of the order in writing of the Engineer-in-charge, suspend the progress of the works or any part thereof for such time and in such manner, as the Engineer-in-charge may consider necessary for any of the following reasons:

- i) On account of any default on part of the Contractor; or
- ii) For proper execution of the works or part thereof for reasons other than the default of the Contractor;

In any of the above cases the Contractor shall properly protect and secure the works to the extent necessary and carry out the instructions given on that behalf by the Engineer-in-charge during such suspension period.

27. The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress / attend the repair-maintenance on its occurrence and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-charge. The Contractor shall not employ in connection with the works any person who has not completed his/her eighteen years of age.

28. The Contractor shall in respect of labour employed by him or his subcontractors comply with or cause to be complied with the Contractors Labour Regulations.

29. At present Employees State Insurance (ESI) Act is applicable to IB TPS, Contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the Contract, in accordance with the provision of "The Employees State Insurance Act, 1948" as amended from time to time. In case, the Contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-charge shall recover from the running bills of Contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.

30. The Engineer-in-charge shall on a report having been made by an Inspecting Officer as defined in the Contractor Labour Regulations have been the power to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or worker by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Contractors Labour Regulations.

31. In the event of the Contractor committing a default or breach any of the provisions of the aforesaid Contractors Labour Regulations as amended from time to time or furnishing any information or submitting or filling any Form/Register/Slip under the provisions of these Regulations which is materially incorrect, then on the report of the Inspecting Officers as defined in the Contractors Labour Regulations the Contractor shall without prejudice to any other liability pay to the Owner a sum not exceeding Rs.500.00 as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-charge and in the event of the Contractor's default continuing in this respect the liquidated damages may be enhanced to Rs.500.00 per day for each day of default subject to a maximum of ten percent of the contract value. The Engineer-in-charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the Welfare Fund constituted under Contract Labour (R&A) Act 1970. The decision of the Engineer-in-charge in this respect shall be final and binding.

32. Model Rules for Labour Welfare: The Contractor shall at his own expense comply with or cause to be complied with Model Rules for Labour Welfare. In case the Contractor fails to make arrangements as aforesaid, the Engineer-in-charge shall be entitled to do so and recover the cost thereof from the Contractor.

33. Safety code: The Contractor shall at his own expense arrange for the safety provisions.

34. REMOVAL OF WORKMEN:

The Contractor shall employ in and about the Execution of the works only such persons as are skilled and experienced in their several trades and the Engineer-in-charge shall be at liberty to object to and require the Contractor to remove from the works any person employed

by the Contractor in or about the execution of the works who in the opinion of the Engineer-in-charge misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed in the work without permission of the Engineer-in-charge.

35. WORK DURING NIGHT SUNDAYS AND HOLIDAYS: Subject to any provisions to the contrary contained in the Contract, none of the permanent works except emergency maintenance work & operation shall be carried out during night or on Sundays or on authorized holidays without the permission in writing of the Engineer-in-charge. But in case of maintenance Contract, the Contractor shall be required to work any time any day as required by Engineer-in-charge.

36. NEGOTIATION OF RATES:

In case Owner finds the lowest price to be at higher side in consideration of market price of various inputs including labour component, may call the lowest Bidders for negotiation of price based on analysis of their rate etc.

37. Payment of running bill:

a) 90% payment along with 100% taxes & duties shall be released on monthly basis within 30 days from the date of submission of bills duly certified by EIC.

b) Balance 10% of basic order value will be released within 30 days after completion of the contract, clearance from EIC & production of statutory evidence towards payment/deposit of PF, Leave salary, Bonus, Retrench benefit etc. of labour.

39. LABOUR LAWS

Contractor shall comply with all laws, ordinances, regulations and notification / instruction of Govt. concerning the health, wages, welfare, safety and employment and non-employment of his workers and shall exclusively bear the consequences of failure to comply therewith.

The following points are to be observed strictly by the Contractor.

i) No labour below the age of 18 (eighteen) years shall be employed on the work.

ii) The Contractor shall not pay less than the notified wages by the appropriate government towards minimum wages from time to time and must comply with Minimum Wages Act. The payment has to be made to the labours in the presence of authorized representative of the Owner / Engineer-in-charge.

iii) The Contractor shall at his expense comply with all labour laws and keep the Owner indemnified in respect thereof.

iv) The Contractor shall pay equal wages for men & women in accordance with Equal Remuneration Act 1976.

v) The Contractor under the Contract Labour (Regulation and Abolition) Act, shall have a valid Labour license from appropriate licensing authority prior to starting / within 15 days of commencement of the work under the Contract. Validity of the license shall be maintained till expiry of Contract period & its extension, if any.

vi) The Contractor shall employ labour in sufficient numbers to maintain the schedule of work and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-charge.

vii) The Contractor shall furnish to the Engineer-in-charge at the interval of every 15 days a statement of the workmen employed on the works and also furnish information under rule 73 of ODISHA Contract Labour (R&A) Rule, 1975 or rules made there under.

40. PREPARATION OF BID:

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

I) Techno commercial Bid and

II) Price bid

PART-I: TECHNO-COMMERCIAL BID

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

The Bidder shall enclose the following & documents mentioned in qualifying criteria in this Bid.

a) **Crossed Demand Draft** for requisite amount drawn in favor of ODISHA Power Generation Corporation Ltd. in the manner prescribed above towards the Earnest Money and Tender cost without which the Tender will be summarily rejected.

b) **Details of work order of similar nature** and magnitude executed by the Bidder as per the qualifying criteria & other documents as specified in tender qualification criteria.

Note: If required additional sheet may be used to furnish all above information but in the format provided in General Conditions of Contract.

The techno-commercial bid with all its enclosures as mentioned should be put in an envelope, sealed & super scribed as "TECHNO-COMMERCIAL BID". **This envelope must contain Name of the work, NIT No., Due date of opening and Name & Address of the Bidder on bottom left hand corner of the cover.**

PART-II: PRICE BID

Kindly submit the Price bid in a different envelope as per BOQ.

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

For and on behalf of ODISHA Power Generation Corporation Ltd.

Signature...Sd/-

Designation: GM-SCM – Contract Cell Unit 3&4 , ITPS.

Date:

QUALIFYING CRITERIA

Name of work: "Services for Refractory Application in Unit # 3 & Unit # 4 Boiler during AOH" (Two Parts).

Bidders having the following criteria shall only be considered to be qualified in the Techno-commercial Bid:

1. Experience of having successfully completed similar works as mentioned below during last 3 years ending last day of month previous to the one in which applications are invited should be either of the following: -
 - a) Three similar completed works costing not less than Rs.5 Lakh each Work Order value.

[-One out of three similar works must include application of castable or pourable refractory in Boiler first and second pass areas]

[-Two Out of Three similar work must include application of plastic refractory in Boiler water wall furnace hopper area in Coal based thermal power plant of 660MW or above]

Copies of work order and satisfactory-performance certificate to be submitted as supporting documentary evidence along with the technical bid.

And

2. The bidder must not have been blacklisted or debarred to participate in tendering of similar jobs earlier by any Govt./Public Sector Utility / IPP/CPP.(Self certification required)

And

3. The bidder must have own Provident Fund Registration certificate, ESI Registration certificate, Income Tax PAN and GST certificate. Valid photocopies of these documents must be submitted along with Techno-commercial Bid.

NOTE:

- 1) The bidders who are found qualified in above will be invited for the opening of the price bids.
- 2) All the above documents along with supporting documents to be enclosed in the Techno-Commercial Bid (PART-I).

Owner reserves the right to obtain necessary documents and also to assess the qualification of the Bidder, subsequent to submission of bid, as deemed necessary by Owner to establish bidder's qualification.

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

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

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

Carry out of E-RA option is in the discretion of OPGCL. OPGCL may exercise it if the price seems to be wide variation for acceptance.

For participating in the, e-reverse auction, the vendors must satisfy following system & DSC related requirements:

Digital Signature Certificate (DSC) requirements:

- class III DSC of both signing & encryption type from any Certifying Authority or their authorized agencies in India.

The system requirements are as follows:

- Operating System- Windows 7 and above
- Web Browser- Preferred IE 9 and above.

SCOPE OF WORK

Name of Work: "Services for Refractory Application in Unit # 3 & Unit # 4 Boiler during AOH".

1. Mobilization and de-mobilization charges :

- a. All the skilled, unskilled manpower like masons, helpers etc. and supervisory staff required for carrying out the refractory application shall be mobilized to OPGC site as per instructions of OPGC EIC.
- b. Vendor shall be communicated 15 days before the start of Unit shutdown. Vendor shall ensure mobilization of manpower and tools, tackles to be done at least 3 days in advance to avoid last minute delays.
- c. All required Tools, Tackles, machineries including Mixer Machines, breaking machines & Needle Vibrator other equipment's & all the other accessories/consumables required, wire brushes etc. for carrying out the refractory lining work shall be mobilized to site and located at the site as per OPGC EIC instructions.
- d. Tractor/Mobile vehicle required for shifting of material from store to working area and shifting of debris to dump yard shall be made available.
- e. Arrange Labor license, Arrange comprehensive workmen insurance, which should cover all risks encountered in such a job, including working at heights (up to 90 meters for 660 MW boilers). The policy paper shall mention the name of the work and the location (OPGC, Jharsuguda), besides the number of persons covered.
- f. To conduct briefing sessions for the various groups to ensure that the understanding percolates to the bottom most level.
- g. To arrange Photo passes for workers, staff and passes for vehicles.
- h. To arrange medical check - up for the workers to ensure fitness for work.
- i. To make arrangements for accommodation/ conveyance/ food refreshments etc.
- j. Safety PPEs including rubber gloves, gum boots, nose mask, goggles has to be arranged by agency for its manpower.

2. Application of Plastic refractory :

- a. Agency has to shift the material from plant stores /site stores to the location of job.
- b. Scaffolding for refractory job shall be provided wherever applicable. Furnace cup lock scaffolding shall be made available by OPGC.
- c. Proper preservation technique as per instruction of EIC has to be followed for refractory storing at site until its use.

- d. Preparation and application of refractory has to be done as per instructions of EIC including providing basic equipment needed for refractory such as refractory mixing machine, spade, bucket, tray, etc.
- e. Work area included is complete boiler – water wall furnace hopper, Coal, oil and air burners’ water wall bends.
- f. Surface preparation – Vendor has to clean the water wall surface properly before start of application of refractory job.
- g. Agency shall ensure anchor welding on the boiler fins required for refractory. Any welding job required for anchors/stiffeners shall be facilitated free of cost to the vendor. Fix retaining meshes, rods, stiffeners etc. as per advice to be obtained from EIC, over the surface area to be covered by refractory.
- h. Ensure all crevices, gaps; constricted spaces etc. are thoroughly filled up with the new refractory. Ram if needed.
- i. Cure/heat the refractory as per specified procedures to be obtained from EIC. Protect the refractory during curing time.
- j. If any cracks observed on the surface of the refractory, it shall be rectified at contractor’s cost.
- k. Proper housekeeping of the area after the job completion within 24 hours.
- l. Ensure that the removed pieces are carefully stuffed in to disposal bags and shifted to identified location as per EIC.
- m. Any material required to be issued/returned from the main stores is under this scope.
- n. PTW will be issued from OPGC EIC. Conducting Job safety analysis and Pre-job briefing will be under the scope of Contractor supervisor.
- o. Job executed shall be considered successful subjected to final inspection and clearance by OPGC EIC. Same shall be documented and signed from OPGC EIC in the job completion protocol.

3. Application of castable/pourable refractory including dismantling :

- a. Agency has to shift the material from plant stores /site stores to the location of job.
- b. Scaffolding for refractory job shall be provided wherever applicable. Furnace cup lock scaffolding shall be available.
- c. Proper preservation technique as per instruction of EIC has to be followed for refractory storing at site until its use.
- d. Preparation and application of refractory has to be done as per instructions of EIC including providing basic equipment needed for refractory such as refractory mixing machine, spade, bucket, tray, etc.
- e. Work area included is complete boiler – Rear arch, Butterfly extended panel, screen tube, back pass header and penthouse.
- f. Agency shall ensure anchor welding on the boiler fins required for refractory. Any welding job required for anchors/stiffeners shall be facilitated free of cost to the

- vendor. Fix retaining meshes, rods, stiffeners etc. as per advice to be obtained from EIC, over the surface area to be covered by refractory.
- g. Ensure all crevices, gaps; constricted spaces etc. are thoroughly filled up with the new refractory. Ram if needed.
 - h. Cure/heat the refractory as per specified procedures to be obtained from EIC. Protect the refractory during curing time.
 - i. Any surface preparation/chipping of old/damaged refractory has to be performed.
 - j. If any cracks observed on the surface of the refractory, it shall be rectified at contractor's cost.
 - k. Proper housekeeping of the area after the job completion within 24 hours.
 - l. Ensure that while removing, the removed pieces do not fall on lower elevations.
 - m. Ensure that the removed pieces are carefully stuffed in to disposal bags and shifted to identified location as per EIC.
 - n. Any material required to be issued/returned from the main stores is under this scope.
 - o. PTW will be issued from OPGC EIC. Conducting Job safety analysis and Pre-job briefing will be under the scope of Contractor supervisor.
 - p. Job executed shall be considered successful subjected to final inspection and clearance by OPGC EIC. Same shall be documented and signed from OPGC EIC in the job completion protocol.
 - q. Old, damaged refractory removal and cleaning of the surface is under this scope.

Note –

Schedule of payment – Vendor shall quote as follows:

- i. Mobilization and de-mobilization charges – Price/No.**
- ii. Application of plastic refractory - Price/MT.**
- iii. Application of castable/pourable refractory including dismantling – Price/MT.**

SPECIAL TERMS & CONDITIONS OF THE CONTRACT

A) Contract period & Quantities:

1. The contract shall be for a period of Twelve (12) months from the date of LOI. The tentative overhauling schedule is as given below:
 - a) Unit 3: 1st week of August 2021, Duration - 25 days
 - b) Unit 4: 1st week of September 2021, Duration - 25 days

Contractor mobilization will be at discretion of OPGC. Contractor shall mobilize within 15 days from the date of NTP (Notice to Proceed), intimated by OPGC.

2. OPGC reserves the right to extend the Contract Period up to 3 months on the same rates and terms and conditions without any price escalation and entering into any new contract.

3. The said contract period can be extended if mutually agreed upon by both the parties up to one year and in such a case a revised Work Order shall be issued at the same rates and terms & condition or at negotiated rates acceptable by both parties i.e. the Company & the contractor.
4. OPGC reserves the right to short close the Contract with 15 days notice period.
5. Quantities mentioned in the BOQ against each item are indicative only. During actual execution, the quantities of the items may vary in the plus or minus side depending upon exigencies of work. The contractor shall not have any extra claims over the agreed rates on account of increase or decrease in quantities during the contract period. Also execution of all items and their respective quantities are not binding on OPGC.

B) Defect Liability Period:

The defect liability period shall be six (6) months from the date of Boiler Light up after completion of refractory application. Any defect within the defect liability period, arising out due to poor workmanship, shall be attended/rectified free of cost without any financial implication to OPGC.

C) Penalty/Recovery Clauses:

1. In case of delay in mobilization for work, penalty @ Rs. 10000/- per day shall be deducted from the contractor's bill for the said work.
2. If any particular job is not carried out expeditiously as per the demand of the situation and instruction of EIC, Penalty @ Rs. 5000/- per instances shall be deducted from the contractor's bill.
3. In case work is suffered /delayed due to non availability of proper T&P penalty of Rs. 10000/- shall be deducted from the contractor's bill for each occurrence.
4. In case work is suffered/delayed due to non availability of sufficient manpower, penalty of Rs. 2000/- shall be deducted from the contractor's bill for each occurrence.
5. Proper housekeeping of the area after completion of work is also the responsibility of the contractor. If proper housekeeping is not maintained inside the plant a penalty of Rs 2000/- will be deducted from the contractor's bill for each occurrence.
6. Penalty clauses mentioned in other parts of tender documents shall also be applicable.
7. OPGC believes strongly in ensuring facilitation and implementation of Safe condition and safe act throughout the progress of any job. In line with that, **STOPWORK** is stringently followed and can be executed by anyone working inside OPGC premises owing to unsafe act, unsafe condition by the Contractor agency. So, in case of STOPWORK and subsequent delay in job progress, Contractor has to immediately rectify the observations, replace the defective components, etc. Any delay owing to above shall be added to the final completion time of the job and shall be considered for penalty if completion time exceeds the stipulated period mentioned. In addition to above, for each instance of 'STOPWORK", penalty @ Rs 500/- shall be deducted.
8. Delay in execution of the stipulated jobs mentioned in BOQ shall entertain penalty @ Rs. 20000/- per day.

D) Security Deposit:

10% of the executed contract price shall be retained as security deposit (SD). SD shall be released after completion of defect liability period and submission of certificate for successful completion of contract certified by OPGC EIC. All penalties, statutory payment etc shall be recovered from the security amount, if required.

E) Type of work:

1. The plant area consists of 2 x 660 MW coal fired Power plant. The area of work shall be Mechanical Work pertaining to Boiler first pass and 2nd pass including confined space jobs. **Detail mentioned under scope of work.**

2. Contractor shall be responsible for all jobs related to Boiler as mentioned in BOQ and to be executed as directed by engineer in charge. All the allocated jobs specified under BOQ shall be completed within the stipulated period of 15 days after receiving clearance and PTW from OPGC EIC. Delay in execution shall entertain penalty specified in "Penalty/Recovery Clauses" in this document.
3. All manpower, tools and consumables required for the successful execution of the jobs are to be arranged by the contractor and is a part of the contract
4. Contractor may also be required to carry out works on Sundays and holidays, at odd hours, even in shift hours i.e. morning/ evening and night. The maintenance works do not have any limitation of day and time and requirement may arise any time depending upon emergency of work to be attended. This will be at discretion of OPGC.
5. All the waste material generated has to be handled /disposed as per the instruction of the engineer-in-charge.
6. The contractor and his employees shall co-operate with all other agencies working at site.
7. All damaged scrap generated during execution of work shall be shifted to OPGC Scrap yard as directed by Engineer-In-Charge.

F) Manpower:

1. Only experienced, qualified and medically fit persons shall be deployed for specified jobs including working at height/ confined spaces.
2. The contractor shall maintain required manpower all the time so that job execution is not affected due to lack of manpower. Adequate no. of manpower shall be maintained to cover leave, holidays and weekly off.
3. Lodging, boarding, transportation and local conveyance of their workmen shall be arranged by the contractor at their own cost.
4. If any person not found suitable for the work and /or understood to be unwanted in the opinion of OPGCL's Engineer, must be removed from the work immediately and shall not be engaged for the work in future.

G) Safety:

1. The Contractor shall ensure that Permit-to-work is available for the work and the necessary isolations have been done before proceeding for the work.
2. The contractor is fully responsible for the safety of his workmen especially during working at height & confined space and shall provide necessary safety appliances to them and also shall comply with all safety rules and regulations.
3. The contractor shall ensure use of properly protected good quality electric cables for the purpose of lighting so as to avoid current leaking, shorting or other unsafe working conditions. He should strictly use 24V transformer as power source for lighting and similar purposes inside confined spaces. Supply Board shall have MCB & ELCB for protection against electrical shock and equipment damage. All lighting supply shall be taken with plug & top. In case of any failures or additional requirements the contractor has to mobilize the same immediately.
4. The contractor has to take special precaution to ensure that the personnel under his control do not carry any combustible materials such as matchbox, cigarettes, etc. Smoking is strictly prohibited inside plant premises.
5. While submitting the Quotation, the agency should see that the cost of PPEs is included in the quotation. Once the quotation is submitted, there shall be no consideration for the cost of PPEs during the entire tenure of contract. The agencies shall abide by the Safety, Health & Environment Guide Lines for contractors of OPGC. The people on job should have all personnel protective equipments like Safety shoes, helmets, Full body harness with double lanyard, hand-gloves, safety goggles, welding aprons, respiratory masks, dust masks etc as required for the job. These

are necessarily to be arranged by the agency. Also, the agency shall ensure that all safety appliances are certified by the EHS Head or his representative before putting them into use.

6. The contractor shall ensure that the tools and tackles used for lifting/pulling are tested and certified by competent person before deployment on job.

H) GENERAL:

1. OPGC will provide electricity, compressed air, water, etc. free of cost and at specific locations to facilitate maintenance.
2. Contractor shall be responsible for safe custody of all materials, consumables, spares, tools & tackles, special tools etc. issued to him by OPGC including his own supply items as per contract. The contractor, however, shall provide boxes, lockers, locks etc. to his staff for staff custody of the items.
3. The contractor shall make his own arrangements for transportation of materials and Manpower from store, sub-store or any stock yard.
4. Collecting material from stores, transporting to work site shall be responsibility of the contractor.
5. The owner shall provide him space for storage of materials & tools in plant. However, the contractor shall provide box lockers to his staff for safe custody of items.
6. Necessary entry gate pass for plant Premises will be required for the contractor employees as per rules pertaining at the time of contract. Contractor shall sufficiently in advance, complete the necessary formalities required to get the gate pass.
7. The contractor or his authorized representative shall report to EIC on daily basis for progress report.
8. Contract price shall remain firm throughout the contract period irrespective of any revision in labor daily wage rate.
9. Statutory requirements like ESIC / WC Policy, PF etc. as applicable for all staff and workmen.
10. For detailed responsibility division of the contractor & owner, please refer **Annexure**
11. Contractor shall submit detailed job completion report along with measurements as per EIC instruction.

**SERVICES FOR REFRACTORY APPLICATION IN UNIT # 3 & UNIT # 4
BOILER DURING AOH**

BOQ & PRICE BID FORMAT					
Application of Plastic, Castable and Pourable refractory in Boilers of Unit #3, FY 2021-22					
Sl. No.	Job Description	Quantity	UOM	Unit Price (in Rs.)	Total Price (in Rs.)
1	Mobilization and de-mobilization charges	1	No.		
2	Application of Plastic refractory	16.6	MT		
3	Application of castable/pourable refractory including dismantling	9.6	MT		
TOTAL VALUE FOR UNIT#3 EXCLUDING GST					
Application of Plastic, Castable and Pourable refractory in Boilers of Unit# 4, FY 2021-22					
Sl. No.	Job Description	Quantity	UOM	Unit Price (in Rs.)	Total Price (in Rs.)
1	Mobilization and de-mobilization charges	1	No.		
2	Application of Plastic refractory	16.6	MT		
3	Application of castable/pourable refractory including dismantling	9.6	MT		
TOTAL VALUE FOR UNIT#4 EXCLUDING GST					
TOTAL VALUE (UNIT#3 + UNIT#4) EXCLUDING GST					
GST SHALL BE EXTRA AT ACTUALS, APPLICABLE % ALONG WITH SAC CODE TO BE INDICATED					

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	<u>Services for Refractory Application in Unit # 3 & Unit # 4 Boiler during AOH (02 Part)</u>
Date & Time Of Auction	Auction Date: [To be intimated later] Online e-Reverse Auction Time : [To be intimated later] URL: www.mstcecommerce.com/eprochome/opgc
Special Instructions	Bidding in the last minutes and seconds should be avoided in the bidders own interest. Neither the Service Provider nor OPGC will be responsible for any lapses /failure on the part of the vendor, in such cases.
Auto Extension of Closing Time	5 minutes NB: If any bidder quotes 5 minutes before closing time, the closing time will be extended automatically for another 05 minutes and so on till 05 minutes idle time between the bids.
Decremental Value	<u>Minimum decrement is Rs.10,000/- and in multiples of Rs. 10,000/-</u>
Start Price	The start price shall be confirmed before start of the e-RA and the same should be the lowest IPO/estimated price as decided by OPGC.

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

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

UNDERTAKING

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

Signature:

Name:

Date:

Company Name:

Seal: