



ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Govt. of ODISHA Undertaking)

Registered Office: Janpath, Bhubaneswar – 751022

LIMITED TENDER NOTICE No. TW-IT/LT/01/2015-16

Chief General Manager(IT), OPTCL, 3rd Floor, OPTCL TOWER, Janpath, Bhubaneswar on behalf of OPTCL invites single part sealed bids from eligible bidders for **Procurement of Batteries for existing running UPS Equipment** at Gridco Data Center, 1st Floor Gridco Corporate office, Janpath, Sahid Nagar, Bhubaneswar – 751022 confirming to the terms and conditions mentioned as follows.

1. Cost of Tender Document and EMD :

- a. Tender Cost* : 2,100/- (non-refundable) including VAT@5%
b. EMD* : 5,000/- (refundable)
c. Mode of Paying Tender

Cost and EMD

Separate Demand Draft for Cost of Tender document and EMD payable to DDO , Headquarters office, OPTCL, Bhubaneswar. The DD must be issued by a nationalized bank **on or before the last date for submission of Bid.**

The same can also be deposited by cash at the cash counter of DDO H.Qrs., office between 11: 00 hrs. to 16: hrs. on all working days and should submit the money receipt along with the bid.

- d. Last date of submission of bid : **19-05-2015 , 13.30 hrs.**,
e. Opening of Tender Bid : **19-05-2015 , 16:00 hrs.**
f. Place of submission and Opening of Bids : Office of Chief General Manager (IT), 3rd Floor, OPTCL Tower, OPTCL, Janpath, Bhubaneswar – 751022.

* Tender papers shall be free of cost and % exemption on payment of EMD will be allowed to the local MSEs registered with respective DICs, Khadi village, cottage industries, OSIC and NSIC. **Registration / Scope of business of MSE should cover the items to be procured in this tender.**

2. Schedule of quantity:-

A)

Sl No	Item	Qty
1	42 AH, 12 volt Batteries for 30 KVA UPS (Make: Exide/Amarraja/Panasonic) with 3(three) years warranty	70 nos

B) Buy back of Batteries (42 AH, 12 volt, make: Exide Power safe) – 70 nos.

3. Scope of Supply:

The **Scope of work** includes the Supply, Installation, Integration, Testing, Commissioning of the above-mentioned items, at cite mentioned at consignee.

4. Qualification of the Bidder :

4.1 The bidder must be an Authorised Dealer by the OEM and provide the Authorisation letter from the OEM with the BID.

4.2 Bidder shall be financially sound and must not be anticipating any ownership change for three years from bid submission. An undertaking to this effect shall be submitted by the Bidder.

a) **All the supporting documents as below are to be signed and submitted.**

Sl No	Document / Description
1	Bid Declaration Form.
2	DD/Money receipt towards EMD and cost of tender document.
3	Authentic copy of registration Certificate as MSE unit if any, for claiming free of cost of tender document and 50% EMD exemption
4	Authorisation certificate from OEM/Principal to supply the batteries and provide service support.
5	Price Schedule along with the Bid as per the format mentioned.
6	Xerox copy of PAN No
7	Xerox copy of TIN
8	Xerox copy of Sales Tax Clearance

5. **Opening of Bids:** - Bids will be opened in the presence of Bidders or Bidder's representatives who choose to attend at the specified date and time.

6. General Instructions to Bidders:

- i. OPTCL reserves the right to cancel/withdraw the invitation for bids without assigning any reasons and shall bear no liability whatsoever consequent upon such a decision.
- ii. No interest shall be paid on Earnest Money Deposit.
- iii. Earnest Money will be forfeited if the tenderer fails to accept the letter of indent and / or Purchase orders issued in his favour as well as satisfactory completion of the project.
- iv. In the case of un-successful tenderer, the Earnest Money will be refunded immediately after the tender is decided. In the case of successful tenderer, this will be refunded only after furnishing of Composite Performance Bank Guarantee.
- v. Earnest Money will be forfeited if the tenderer fails to accept the letter of indent and / or Purchase orders issued in his favour as well as satisfactory completion of the project.
- vi. After opening of tenders and within the validity period, no reduction or Enhancement in price will be entertained. If there is any change in price, the tender shall stand rejected and E.M.D. deposited shall be forfeited. In case of bidders who are exempted from depositing E.M.D. and who revise their price within the validity period, the bids for similar items against subsequent tender call notice of OPTCL, may not be considered.

- vii. If required, the Tenderers may be asked to extend the validity period of bids under the same terms and conditions as per the original tender except for the change in delivery period, In such an event the Tenderers are free to change any or all conditions of their bids including price at their own risk.
- viii. If required, the tenderer may be requested to revalidate the tender after expiry of the validity period if required under the same terms and conditions as per original tender except for the change in delivery period, if necessary. In such an event the tenderers are free to change any or all conditions of their bids including price at their own risk.
- ix. Conditional Offer: Conditional offers shall not be accepted
- x. In the event of discrepancy or arithmetical error in the schedule of price, the decision of the purchaser shall be final and binding on the tenderer.
- xi. For evaluation the price mentioned in words shall be taken as final, if there is any difference in figure and words in the price bid.

7. INSPECTIONS AND TESTING

If required, the Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.

8. DELIVERY & INSTALLATION SCHEDULE:

- a) Free delivery should be made at the place as mentioned below:
Gridco Data Center, 1st Floor, Gridco Corporate office, Janpath, Sahid Nagar, Bhubaneswar – 751 022.
 - b) The delivery period and installation of *the items ordered, as specified, should not exceed 30 days* from the date of placement of purchase order.
 - c) The Supplier will abide by the job safety measures during installation of batteries and connection/configuration with the UPS.
9. **Consignee :**

IT Coordinating Officer, Gridco Data Center, 1st Floor Gridco Corporate office, Janpath, Sahid Nagar, Bhubaneswar – 751022

10. CONTRACT'S DEFAULT LIABILITY:

- i) The purchaser may upon written notice of default to the contractor terminate the contract in circumstances detailed hereunder.
 - a) If in the judgment of the purchaser, the contractor fails to make delivery of equipment within the time specified in the contract or within the period for which extension has been granted by the purchaser, to the contractor.
 - b) If in the judgment of the purchaser, the contractor fails to supply with any of the other provisions of this contract.

- ii) In the event purchaser terminates the contract in whole or in parts, the purchaser reserves the right to purchase upon such terms and in such a manner as he may deem appropriate, equipment similar to that of terminated and the contractor will be liable to the purchaser for any additional costs for such similar equipment and/or for penalty for delay as defined in penalty clause. Clause-25 Section –III until such reasonable time as may be required for the final supply of equipment. Execution of contract under such circumstances shall however be on express written willingness of both the parties.

11. REJECTION OF MATERIALS:

In the event on any of the materials/ equipment supplied by the contractor is found defective in materials or workmanship or otherwise not in conformity with the requirements of the contract specification, the purchaser shall reject the materials/equipment and request the contractor in writing to rectify the same. The contractor on receipt of such notification shall either rectify or replace the defective equipment free of cost to the purchaser. If the contractor fails to do so within 30 days of written notice, the purchaser may

- (i) At its option replace or rectify such defective equipment and recover the extra costs so involved from the contractor and/or
- (ii) Terminate the contract for balance work/supplies, with enforcement of penalty as per contract.
- (iii) Acquires the affected equipment/materials and services at reduced price considered equitable under the circumstances.
The contractor shall not be allowed any extension in contract completion period due to time taken to replenish the rejected material/work.

12. EXTENSION OF TIME:

If the delivery of equipment/materials is delayed due to reasons beyond the control of the contractor, the contractor shall without delay give notice to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice may agree to extend the contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract.

13. WARRANTY

The vendor shall warrant the batteries for 3(three) years. This warranty shall remain valid for thirty-six (36) months after the Goods, inspected 100%, have been delivered, installed at the destination indicated in the Contract or 40 months from the date of 100% delivery whichever is earlier.

The free comprehensive support during the warranty period will include the following:

- a) The vender shall rectify the fault within 24 hours from the time of registration of the call.
- b) The vendor shall be responsible for any defects that may arise out under normal usage due to faulty materials attached to the system, designing lacuna or poor workmanship. The vendor shall have to take immediate remedial measure for such defects at his own cost when called upon to do so by the Purchaser.
- c) The vendor should also guarantee that the equipment and its accessories supplied are complete and fully compatible in every respect, and conform to technical specifications of design, material and workmanship mentioned in the quotation. The vendor should also

guarantee that the equipment and its accessories supplied would perform satisfactorily as per requirements mentioned in the specification.

- d) In case of violation of any of the conditions of warranty (for three years). The Composite Bank Guarantee shall be invoked by OPTCL. In case the violation of the condition of warranty is not set right by the vendor, the Composite Bank Guarantee shall be extended beyond three years for which the vendor shall request the banker for the same. The formalities for extension of warranty should be completed well in advance of the expiry of warranty period by the vendor/bidder, otherwise OPTCL will be forced to invoke the said Composite Bank Guarantee.
- (iv) If any equipment gives continuous trouble, say six times in one month, during the warranty period, the Supplier shall replace the equipment with new equipment without any additional cost to the Purchaser.
- (v) In case, the downtime of a unit exceeds 24 hours and the fault is not rectified or faulty equipment not replaced within stipulated period, a penalty of Rs.100/- per day per faulty unit will be charged and will be recovered from the performance guarantee or from any sum thereafter that may become due to the vendor out of this contract or any other contract with OPTCL, Bhubaneswar. 24 hours or part thereof beyond the stipulated downtime shall be counted as a full day for calculation and imposition of penalty.
- (vi) The vendor shall provide quarterly preventive maintenance to all the batteries. In case of the firm fails to conduct the quarterly preventive maintenance of any battery of the contract during the warranty period, a penalty of 0.5% of the contract amount for that quarter and the penalty amount shall be deducted from the Composite Bank Guarantee of the firm.

NOTE: The penalty will be adjusted from the Composite Bank Guarantee till it exceeds 50% of the guarantee amount at which point, the Chief General Manager (IT), OPTCL reserves the right to cancel the contract. In such cases, the full amount of Composite Bank Guarantee shall be forfeited to the OPTCL.

14. VALIDITY:

Prices and conditions of sale of the offer should be valid for a period of 90 days from the date of opening of the tender. However, the tenderer shall confirm in writing in the tender in this regard, otherwise, must mention his validity period in writing in the tender failing which the tender shall be rejected.

15. TERMS OF PAYMENT:

- (i) 90% payment shall be released on receipt of items in good condition on delivery, verification and stores entry of the all ordered battery Items
- (ii) Bills in triplicate along with necessary delivery challans and related documents should be submitted for arranging the payment.
- (iii) No advance payment in any form will be made.
- (iv) The supplier shall furnish Bank Guarantee of appropriate amount to OPTCL covering 10% (Composite Bank Guarantee) of contract price valid for 39 months from date of delivery. For this purpose the contract price shall mean firm price.
- (v) OEM warranty certificate for 3 years from the date of installation.
- (vi) Balance 10% shall be payable after submission of installation certificate, bills in

triplicate and 10% CPBG.

16. COMPOSITE BANK GUARANTEE:

A composite Bank Guarantee at the rate of 10% (Ten percent) of the value of the total project shall be furnished from any Nationalised/Scheduled Bank to the Chief General Manager (I.T), OPTCL within 30 (thirty) days of issue of the purchase order, executed in a non-judicial stamp paper worth of Rs.29/- (Rupees twenty nine) only subject to change as per ODISHA Stamp Duty Act valid for a period of 39 (thirty nine) months from the schedule date of delivery of last lot strictly as per proforma enclosed, towards security, 100% payment and performance guarantee purposes failing which the purchase order will be treated as cancelled. In the event of any breach or default in all or any of the conditions set forth and provided in the purchase order, the purchaser may forfeit the whole amount of the composite bank guarantee. The forfeiture of the composite Bank guarantee shall not in any way affect, limit or extinguish any remedy or relief to which the above authority may at any time be lawfully entitled.

No interest will be payable on Composite Bank Guarantee amount.

17. PENALTIES TOWARDS NON PERFORMANCE

Delay in execution of any supply order against this tender shall attract penalty. If the supplier fails to complete the delivery as per delivery schedule specified, OPTCL shall recover from the supplier as penalty a sum of 0.5% of the item value of the undelivered portion (item) for each calendar week or part there of subject to a maximum of 5% of the ordered unit license price. Imposition of penalty is however subject to force majeure conditions.

Force Majeure Clause

The supplier shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force majeure such as acts of God, acts of the public enemy, acts of Govt., Fires, floods, epidemics, Quarantine restrictions, strikes, Freight Embargoes / failure in downloading, activating the license due network problems, server down, link failure, site not ready, consignee absent and provided that the supplier shall within Ten (10) days from the beginning of such delay notify the purchaser in writing of the cause of delay along with documentary evidence. The purchaser shall verify the facts and grant such extension, if facts justify.

18. INSURANCE:

Insurance of Stores covered by this specification shall be done by the suppliers with their own insurance unless otherwise stated. The responsibility of delivery of the stores at destination in good condition rests with the supplier. Any claim with the Insurance Company or transport agency arising due to loss or damage in transit has to be settled by the supplier. The supplier shall undertake free replacement of materials damaged or lost which will be reported by the consignee within 30 days of receipt of the materials at destination without awaiting for the settlement of their claims with the carriers and underwriters. In case the replacement of damaged item/part is not done within 30 days, the material shall be treated as not delivered and shall attract penalty till replacement as per clause under heading "Rejection of Materials".

19. PAYMENT DUE FROM THE CONTRACTOR:

All costs and damages for which the contractor is liable to the purchaser, will be deducted by the purchaser from any money due to the contractor under the contract or through the composite Bank Guarantee submitted by him.

20. JURISDICTION OF THE HIGH COURT OF ODISHA:

Suits, if any, arising out of this contract shall be filed by either party in a court of law to which the jurisdiction of High Court of ODISHA extends.

21. SALES TAX, INCOME TAX CLEARANCE:

Sales Tax certificate and PAN should be enclosed with the tender.

22. CERTIFICATE FOR EXEMPTION FROM EXCISE DUTY:

Offers with exemption from Excise Duty shall be accompanied with authenticated proof of such exemption. Authenticated proof for this clause shall mean Photostat copy of exemption certificate.

23. RIGHT TO REJECT/ACCEPT ANY TENDER:

The purchaser reserves the right either to reject or to accept any or all tenders. The purchaser has exclusive right to alter the quantities of materials at the time of placing final purchase order. After placing of the order the purchaser may defer the delivery of the materials. It may be clearly understood by the tenderer that the purchaser need not assign any reason for the above action.

24. CONTRACTOR'S RESPONSIBILITY:

Notwithstanding any thing mentioned in the specification or subsequent approval or acceptance of the purchaser, the ultimate responsibility for design of materials and satisfactory performance shall rest with the tenderers.

25. MINIMUM QUALIFICATION CRITERIA OF BIDDERS:

All the prospective bidders are requested to note that their bids can only be considered for evaluation only if they fulfill all the required criteria mentioned in the General Information to Bidders in the tender. Bidders, who do not fulfill these criteria, need not submit their bids.

26. LANGUAGE AND MEASURES:

All documents pertaining to the contract including specifications, schedule, notices, correspondences, operating and maintenance instructions, drawings or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in this contract.

27. CORRESPONDENCES:

- (i) Any notice to the contractor under the terms of the contract shall be served by Registered mail or by hand at the contractor's principal place of business.

- (ii) Any notice to the purchaser shall be served at the OPTCL's principal office in the same manner.

28. LEGAL ADDRESS OF THE PARTIES:

The address of the parties to the contract shall be specified.

PURCHASER:

Chief General Manager (IT), ODISHA Power Transmission Corporation Ltd.
3rd Floor, OPTCL Tower, Janapath,
Bhubaneswar – 751 022, ODISHA, India

CONTRACTOR:

(TO BE FILLED BY THE TENDERER)

29. COPY RIGHT PROTECTION OF TENDER DOCUMENT:

The contractor shall treat the details of the Specification and other Tender documents as private and confidential and they shall not be reproduced without written authorization from the purchaser.

Chief General Manager(IT)

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BID FORM

To:

Chief General Manager (IT),
ODISHA Power Transmission Corporation Limited
3rd Floor, OPTCL Tower, Janpath,
Saheed Nagar, Bhubaneswar- 751 022

Ladies and/or Gentlemen,

Having examined the bidding documents, including Addenda Nos. (*insert numbers*), the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the equipment, accessories & associated services under the Contract for procurement of Batteries” in conformity with the said Bidding Documents for the sum of _____ (*Total Bid Amount in Words and Figures*) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our bid is accepted, to deliver the Goods in accordance with in the stipulated delivery period as mentioned in the Bidding Documents.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% (ten percent) of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this bid for a period of 180 days from the date fixed for bid opening under Clause - 4 “General Instruction to Bidders”, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal contract is prepared and executed between us, this bid, together with your written acceptance thereof and your Notification of Award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this.....day of200.....

Signature in the capacity of

..... duly authorised to sign for and on behalf of

(IN BLOCK LETTERS)

Price Schedule For Batteries

Bidder's Name & Address :

I. PRICE BID FOR IT/UPS EQUIPMENT:

1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.
Sl. No	Description	Country of Origin	Qty. (nos.)	Unit Price ex-works/ex-warehouse/ex-showroom/off the self	Unit Packing and forwarding charges	Excise duty, if any,	Sales taxes /VAT payable, if Contract is awarded	Unit cost of Freight in Rs.	Insurance in Rs.	Entry Tax	Unit Price including taxes(Rs.) Col. 5+6+7+8+9+10+11	Total price including taxes (Rs.)
1	42 AH, 12 volt Battery		70 nos									

II. PRICE BID FOR BUY BACK Batteries :

Sl.No.	Description of Item	Unit Price(Rs.)	Qty	Total Price(Rs.)
1	42 AH, 12 volt Exide make Battery			

Date:

(Signature)

Place:

(Printed Name)

(Designation)

(Common Seal)

Note:

- (1) In case of discrepancy between unit price and total, the unit price shall prevail.
- (2) Continuation sheets of like size and format may be used as per the Bidder's requirement and shall be annexed to this schedule.
- (3) @ The price shall include all custom duties, sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item, or the custom duties and other taxes paid on previously imported item offered ex-warehouse, ex-showroom, or off-the-shelf. These factors should not be entered separately.

**PROFORMA FOR COMPOSITE BANK GUARANTEE FOR
SECURITY DEPOSIT, PAYMENT AND PERFORMANCE**

This Guarantee Bond is executed thisday of 200_ by us the(Bank) at
..... P.O. P.S..... Dist..... State

WHEREAS THE ODISHA POWER TRANSMISSION CORPORATION LTD., a corporate body constituted under the Company Act, 1956 (herein after called "the OPTCL") has placed orders No.....Dt.....(hereinafter called "The Contract) on M/s..... (hereinafter called "The Contractor") for supply, install, testing and commissioning of the AND

WHEREAS the Contractor has agreed to supply, install, testing and commissioning of at the OPTCL in terms of the said contract, AND

WHEREAS the OPTCL has agreed (1) to exempt the contractor from making payment of security, (2) to release 100% payment of the cost of materials as per the said agreement and (3) to exempt from performance guarantee on furnishing by the Contractor to the OPTCL a Composite Bank Guarantee of 10% (ten percent) of the contract value in force of the said contract.

NOW THEREFORE in consideration of the OPTCL having agreed (1) to exempt the contractor from making payment of security (2) releasing 100% payment to the contractor and (3) to exempt from furnishing performance guarantee in terms of the said contract as aforesaid, we, the(Bank) (hereinafter referred to as 'the Bank') do hereby undertake to pay to the OPTCL an amount not exceeding Rs.....(Rupees) against any loss or damage caused to or suffered by or would be caused to or suffered by the OPTCL by reason of any breach by the said contractor of any of the terms and conditions contained in the said contract.

(2) We (the Bank.....) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the OPTCL stating that the amount claimed is due by way of loss or damage caused to or suffered by the OPTCL by reason of any breach by the said Contractor of any of the terms or conditions contained in the said contract or by reason of the Contractor's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....).

(3) We (the Bank.....) also undertake to pay to the OPTCL any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding instituted / pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal.

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) shall have no claim against us for making such payment.

(4) We (the Bank.....) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be so enforceable till all the dues of the OPTCL under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till Chairman-cum-Managing Director, ODISHA Power Transmission Corporation Limited or his nominee certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

(5) We (the Bank.....) further agree that the OPTCL shall 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) and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said Contractor or for any forbearance,

act or omission on the part of the OPTCL or any indulgence by the OPTCL to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

(6) This guarantee will not be discharged due to the change in the name, style and constitution of the Bank and the contractor.

(7) We (the Bank.....) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the OPTCL in writing.

(8) We (the Bank.....) further agree that this guarantee shall also be invokable at our place of business at Bhubaneswar in the state of ODISHA.

Dated at the day of Two thousand

For
(indicate the name of the Bank)

Witness:

- 1.
- 2.

NOTE FOR TENDERERS :

- The B.G. is to be furnished in Non-judicial Stamp paper of Rs.50/- as applicable as per ODISHA Stamp Duty Act. from any Nationalized Bank.
- The stamp paper must be purchased in the name of the Bank issuing BG.