



ODISHA POWER TRANSMISSION CORPORATION LTD.

(A Government of Odisha Undertaking)

CIN – U40102OR2004SGC007553

REGD. OFFICE: JANPATH, BHUBANESWAR – 751022,

OFFICE OF THE GENERAL MANAGER (Elect)

EHT (O&M) Circle, Bhubaneswar.

At:- Grid Sub-station, Chandaka, P.O:- KIIT Bhubaneswar-751024.

E-mail- ehm.cle.bbs@optcl.co.in

TENDER SPECIFICATION NO – ETCN/12/BBS/2017-18

**SUPPLY AND INSTALLATION OF 4 STAR AND ABOVE RATED 2.0T SPLIT TYPE AIR
CONDITIONERS OF EITHER CARRIER / HITACHI / DAIKIN / MITSUBISHI / O
GENERAL MAKE AND 5 KVA VOLTAGE STABILIZERS OF EITHER V-GUARD /
LEOTRONIX MAKE ALONGWITH ALL ACCESSORIES AT GRID SUB-STATIONS
MENDHASAL & KHURDA**

PART-I

- **SECTION-I: INSTRUCTION TO TENDERERS.**
- **SECTION-II: GENERAL TERMS & CONDITIONS OF CONTRACT**
- **SECTION-III: LIST OF ANNEXURE**
- **SECTION-IV: TECHNICAL SPECIFICATION**

PART - II

PRICE BID AND TECHNO COMMERCIAL BID (Excel Sheet)

Request for online tender documents:	From dt- 21.12.2017 (10.00 Hrs)
	To dt- 08.01.2018 (12.30 Hrs)
Issue of online tender documents:	From dt- 21.12.2017 (10.01 Hrs)
	To dt- 08.01.2018 (12.31 Hrs)
Last date of submission of online tender:	Up to dt- 08.01.2018 (17.30 Hrs)
Date of opening of Tender:	On dt- 09.01.2018 (15.00 Hrs)

TELEPHONES / CONTACTS

1. General Manager: 09438907551
2. TA to General Manager: 9438907898
3. Office Land Line: 0671 2300226
4. Office Address: OFFICE OF THE GENERAL MANAGER (Elect)
EHT (O&M) Circle, Bhubaneswar.
At: - Chandaka Grid substation, P.O:- KIIT,
Bhubaneswark-751024.
E-mail - ehtm.cle.bbs@optcl.co.in

NOTE: -

1. In case the due date for opening of tender happens to be a holiday, then tenders would be opened on the next working day at the same time.
2. Please note that the tenders against this tender enquiry are being invited **through e-tendering mode**. In case of any clarification the prospective bidders may contact this office as mentioned above.
3. **The prospective bidders are requested to get their digital signatures (Class-3) well in time** for participation in the tender and no request for extension on this account will be entertained.
4. **Manual tenders in any form/case will not be accepted.**



ODISHA POWER TRANSMISSION CORPORATION LTD.

(A Government of Odisha Undertaking)

CIN – U40102OR2004SGC007553

REGD. OFFICE: JANPATH, BHUBANESWAR – 751 022,

OFFICE OF THE GENERAL MANAGER, (Elect)

EHT (O&M) Circle, Bhubaneswar.

At :- Grid substation Chandaka, P.O:- KIIT Bhubaneswar-751024.

E-mail-ehm.cle.bbs@optcl.co.in

E-TENDER NOTICE NO: ETCN/12/2017-18

For and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD General Manager, EHT (O&M) Circle, Bhubaneswar, invites Tenders from Reputed manufacturers/Experienced suppliers/Authorized Dealers in single part bidding system for **SUPPLY AND INSTALLATION OF 4 STAR AND ABOVE RATED 2.0 T AIR CONDITIONERS EITHER OF CARRIER / HITACHI / DAIKIN / MITSUBISHI / O GENERAL MAKE AND 5 KVA VOLTAGE STABILIZERS EITHER OF V-GUARD / LEOTRONIX MAKE ALONG WITH ALL OTHER ACCESSORIES AT GRID SUB-STATIONS MENDHASAL AND KHURDA.**

The interested bidders would be required to enroll themselves on the tender portal www.tenderwizard.com/OPTCL and must possess Class 3 Digital Signature Certificate. Complete set of bidding documents are available at www.tenderwizard.com/OPTCL from **21.12.2017 (10.01 Hrs) to dt - 08.01.2018 (12.31 Hrs)**. Interested bidders may visit OPTCL's official web site <http://www.optcl.co.in> and www.tenderwizard.com/OPTCL for detail specification.

N.B:- All subsequent addendums/corrigendum to the tender shall be hosted in the OPTCL's official web site <http://www.optcl.co.in> and www.tenderwizard.com/OPTCL only.

GENERAL MANAGER

EHT (O&M) CIRCLE, BHUBANESWAR



ODISHA POWER TRANSMISSION CORPORATION LTD.,
CIN – U40102OR2004SGC007553
REGD. OFFICE: JANPATH, BHUBANESWAR – 751 022,
OFFICE OF THE GENERAL MANAGER, (Elect)
EHT (O&M) Circle, Bhubaneswar.

At:- Grid substation Chandaka, P.O:- KIIT Bhubaneswar-751024.

E-mail- ehtm.cle.bbs@optcl.co.in

NOTICE INVITING TENDER

E-TENDER NOTICE NO- ETCN 12/2017-18

For and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD., the undersigned invites bids under **single-part bidding system** in **e-tendering mode** only for supply and installation of 4 or above star rating 2 Ton split type Air Conditioners and 5 KVA copper wound stabilizers as per the specification at Grid substations Mendhasal and Khurda as per the following details:

Tender Specification No: EHTM/GM/12/BBS/2017-18

<i>Request for online tender documents –</i>	From dt 21.12.2017 (10.00 Hrs)
	To dt 08.01.2018 (12.30 Hrs)
<i>Issue of online tender documents (bid sheets)-</i>	From dt 21.12.2017 (10.01 Hrs)
	To dt 08.01.2018 (12.31 Hrs)
<i>Last date of submission of online tender–</i>	up to dt 08.01.2018 (17.30 Hrs)
<i>Date of opening of Tender-</i>	On dt 09.01.2018 (15.00 Hrs) onwards

Cost of Tender Spec. Document: Rs.6000/ + Rs 720/- (GST @ 12%) = Rs 6,720/-

Earnest Money Deposit: Rs 15750/-

Tender Processing Fee: Rs.1575/- + Rs 284/- (GST @ 18 %) = Rs 1859/-

The bidders can view the tender documents from website free of cost. The bidders who want to participate in the tender shall have to pay **Rs6720/- (Rupees Six thousand seven hundred and twenty only) non refundable** including GST @ 12%) towards the cost of tender document, in the form of Demand draft only, drawn in favour of **EHT (O&M) Circle, OPTCL, Cuttack, Payable at Cuttack** and the same is to be submitted to the office of the undersigned on or before the last date & time of submission of tender.

The bidders shall have to submit a non refundable amount of Rs 1859/- (Rupees one thousand eight hundred and Fifty nine only) towards the tender processing fee through e-payment gate way.

(NOTE: For deposit of tender processing fee to K.S.E.D.C. Ltd. Bangalore, the bidder can use various modes of e-payment facility available through Tender wizard Portal, i.e. by Credit Card, Debit Card and Net Banking)

The bidders shall scan the Demand Draft towards EMD, Tender paper Cost and acknowledgement slip for tender processing fee and upload the same in the prescribed form in **.gif** or **.jpg** format in addition to sending the original as stated above.

The prospective bidders are advised to register their user ID, Password, company ID from website www.tenderwizard.com/OPTCL by clicking on hyper link “Register Me”.

Any clarifications regarding the scope of work and technical features of the tender can be had from the undersigned during office hours.

**GENERAL MANAGER
EHT (O&M) CIRCLE, BHUBANESWAR**

PART-I

SECTION-I

INSTRUCTIONS TO TENDERER

1. Submission of Bids: -

The bidder shall submit the bid in Electronic Mode only i.e www.tenderwizard.com/OPTCL. The bidder must ensure that the bids are received in the specified website of the OPTCL by the date and time indicated in the Tender notice. Bids submitted by telex/telegram will not be accepted. No request to collect the Bids in physical form will be entertained by the OPTCL.

OPTCL reserves the right to reject any bid, which is not submitted according to the instruction, stipulated above. The participants to the tender should be registered under GST.

1. For all the users it is mandatory to procure the Class 3 Digital Signatures.

2. Manufacturers/ Dealers/ Bidders / Suppliers are requested to follow the below steps for Registration:

- a. Click “Register”, fill the online registration form.
- b. Pay the amount of **Rs. 2360/-** through **E-payment gateway**.
- c. This registration is valid for one year.
- d. Send the acknowledgment copy for verification.
- e. As soon as the verification is being done the e-tender user id will be enabled.

3. After viewing Tender Notification, if bidder intends to participate in tender, he has to use his e-tendering User Id and Password which has been received after registration and acquisition of DSCs.

4. If any Bidder wants to participate in the tender he will have to follow the instructions given below:

- a. Insert the PKI (which consist of your Digital Signature Certificate – Class 3) in your System.
(Note: Make sure that necessary software of PKI be installed in your system).
- b. Click / Double Click to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer).
- c. Go to Start > Programs > Internet Explorer.
- d. Type www.tenderwizard.com/OPTCL in the address bar, to access the Login Screen.
- e. Enter e-tender User Id and Password, click on “Go”.
- f. Click on “Click here to login” for selecting the Digital Signature Certificate.
 - Select the Certificate and enter DSC Password.
 - Re-enter the e-Procurement User Id Password

5. To make a request for Tender Document, Bidders will have to follow below mentioned steps.
 - Click “Un Applied” to view / apply for new tenders.
 - Click on Request icon for online request.
 - Enter the required fields including details of D.D for tender Processing fee.
6. After making the request Bidders will receive the Bid Documents which can be checked and downloaded by following the below steps:
 - Click to view the tender documents which are received by the user.
 - Tender document screen appears.
 - Click “Click here to download” to download the documents.
7. After completing all the formalities Bidders will have to submit the tender and they must take care of following instructions.
 - Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not.
 - Note down / take a print of bid control number once it displayed on the screen
8. Tender Opening event can be viewed online.
9. Competitors bid sheets are available in the website for all.
10. **For any e-tendering assistant contact help desk number mentioned below.**
 - **Bangalore– 080- 40482000.**
 - **Mr. Satamanyu– mob: 09937140591**

2. Division of Specification

The specification is mainly divided into two parts viz. Part-I & Part-II:

PART-I

SECTION-I- INSTRUCTION TO TENDERERS

SECTION-II- GENERAL TERMS & CONDITIONS OF CONTRACT

SECTION-III- LIST OF ANNEXURE

SECTION-IV- TECHNICAL SPECIFICATION

PART-II

TECHNO COMMERCIAL & PRICE BID (Excel Sheet Format)

3. Tenders shall be in single part.

The Tenderers are requested to submit the tenders in single part along with the annexures (Section –III) and Techno-commercial & price bid (PART-II).

4. Purchaser's Right Regarding Alteration of Quantities Tendered

The Purchaser may alter the quantities of materials/equipment at the time of placing orders. Initially the purchaser may place orders for lesser quantity with full freedom to place extension orders for further quantities under similar terms and conditions of the original orders. Orders may also be split among more than one tenderer for any particular item, if considered necessary in the interest of the OPTCL. 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.

5. Purchaser's right to accept/reject bids

The purchaser reserves the right to reject any or all the tenders without assigning any reasons what so ever if it is in the interest of OPTCL, under the existing circumstances.

6. Mode of submission of Tenders

A) Tenders shall be submitted in electronic mode only through(www.tenderwizard.com/OPTCL)

B) **Telegraphic or FAX tenders shall not be accepted under any circumstances.**

7. Consignee

In charge of Grid Sub-stations Mendhasal /Khurda.

8. EARNEST MONEY DEPOSIT (EMD):

The tender shall be accompanied by Earnest Money deposit of value specified in the notice inviting tenders against each bid. Tenders without the required EMD will be rejected out rightly.

The earnest money deposit shall be furnished in shape of **Bank Draft (Only)**:-To be drawn in favour of **EHT (O&M) Circle, OPTCL, Cuttack, Payable at Cuttack.**

NOTE:-

- a) No adjustment towards EMD shall be permitted against any outstanding amount with the **ODISHA POWER TRANSMISSION CORPORATION LTD.**
- b) In the case of un-successful tenderer, the EMD will be refunded on written request without any interest after the tender is decided. In the case of successful Tenderer, this will be refunded only after furnishing of the security money.
- c) Suits, if any, arising out of this clause shall be filed in a Court of law to which the jurisdiction of High Court of ODISHA extends.
- d) EMD will be forfeited if the tenderer fails to accept the letter of intent and /or purchase order issued in his favour or to execute the order, placed on them.
- e) Tenders not accompanied by Earnest Money shall be disqualified.
- f) EMD carries no interest.

g) **The EMD not claimed for refund within a period of one year from the date of issue of Purchase/ Work orders and the Security Deposit not claimed for refund within a period of three years after completion of contract, will be forfeited.**

9. Validity of the Bids:

The tenders should be kept **valid for a period of 180 days from the date of opening of the tender**, failing which the tenders will be rejected.

10. PRICE:

Tenderers are requested to quote- '**FIRM**' Price irrespective of deviation in the specification. The tenderer should fill up the price schedule properly and in full. The tender may be rejected if the schedule of price is submitted in incomplete form.

11. Tenderers to be fully conversant with the clauses of the Specification:

Tenderers are expected to be fully conversant with the meaning of all the clauses of the specification before submitting their tenders. In case of doubt regarding the meaning of any clause, the tenderer may seek clarification in writing from the **GM EHT (O&M) Circle, Bhubaneswar**. This, however, does not entitle the Tenderer to ask for time beyond due date, fixed for receipt of tender.

12. Bidder to inform himself fully

The Bidder shall examine the instructions, General Conditions of contract, Specification and the Schedules of Quantity and delivery to satisfy himself as to all terms and conditions and circumstances affecting the contract price. He shall quote price(s) according to his own views on these matters and understand that additional allowances except as otherwise provided therein will be levied. The Purchaser shall not be responsible for any misunderstanding or incorrect information obtained by the Bidder other than the information given to the Bidder in writing by the Purchaser.

13. Documents to Accompany Bids.

Tenderers are required to submit tenders in the following manner:

- a) Declaration Form. [As per Annexure-I].
- b) Earnest Money and Tender cost in form of Demand Draft **to be drawn in favour of EHT (O&M) CIRCLE, CUTTACK, payable at Cuttack** shall be scanned and uploaded.
- c) Abstract of Terms & conditions in prescribed proforma as per **Annexure-II**. To be keyed in the bid sheets provided.
- d) General Terms & Conditions of contract as per Section-II of the Specification. (All the required documents are to be uploaded.)
- e) Data on past experience if any **as per** the Specification.(Scanned copy to be uploaded)

- f) Proof of Manufacturer, Supplier, Authorised dealer, permanent account number [PAN], GST Certificate of the firm is required under Income tax Act. (Scanned copy to be uploaded)
- g) Schedule of prices in the prescribed proforma in the price bid sheet provided in *.xls format
- h) Techno-Commercial Bid / Guaranteed Technical Particulars (Excel Sheet Format) copy as per Section-V, **conforming to the Purchaser's Specification.**
- i) Drawings, literatures and all other required documents.
- j) Photo copies of test certificates of materials/equipments offered as stipulated in the Technical Specification.
- ix) List of orders executed for similar materials/equipments during preceding 2 (two) years **indicating the customer's name, Purchase Order No. & Date, date of supply and date of commissioning etc.**

14. Conditional Offer:

Conditional offer shall not be accepted.

15. Bidder's Liberty to Deviate from Specification:

The Tenderer may deviate from the Specification while quoting if in his opinion such deviation **is in the line with the manufacturer's standard practice and conducive to a better and more** economical offer. All such deviations should however be clearly mentioned in a separate sheet **under heading "Deviations"** giving full justifications for such deviation.

A list of deviation shall be enclosed with the Tender. Unless deviation in scope, technical and commercial stipulations are specifically mentioned in the list of deviations, it shall be presumed that the Tenderer has accepted all the conditions stipulated in the tender Specification, not withstanding any exemptions mentioned therein.

16. Payment Due from the Supplier

All costs and damages, for which the Supplier is liable to the Purchaser, will be deducted by the Purchaser from any money due to the Supplier under any of the Contract(s).

17. Tenderers's Responsibility

Notwithstanding anything mentioned in the Specification or subsequent approval or acceptance by the Purchaser, the ultimate responsibility for design, materials used and satisfactory performance shall rest with the Tenderers.

18. Evaluation & Comparison of Bids

Weightage shall be given to the following factors in the Evaluation & Comparison of Bids.

- a) Early Delivery.
- b) Past track record in delivery of similar items to OPTCL.
- c) Track record in manufacture & supply of similar items to other utilities other than OPTCL.

- d) Deviation in the bid vis-à-vis in the stipulation in the Bid Specification both in Technical and Commercial.
- e) In comparing bids and in making awards, the Purchaser may consider such factors as compliance with Specification, relative quality & adaptability of supplies or services, experience, financial soundness, record of integrity in dealings, performance of materials/ equipments earlier supplied, ability to furnish repairs and maintenance services, the time of delivery, capability to perform including available facilities such as adequate shops, plants, equipment and technical organization.

19. General Instruction to the Tenderers :-

- i) The tenderer must get him registered in tender portal by paying an amount of **Rs. 2360/- through e-payment gate way**. This registration is valid for one year.
- ii) The tender paper cost (Form fee non refundable) for an amount of **Rs 6720/- to be deposited in shape of DD**.
- iii) The tender processing fee for an amount of **Rs 1859/-(Non-refundable) is to be paid to KSEDC Limited, Bangalore through e-payment gateway**.
- iv) The EMD amount as specified is to be paid in shape of DD.
- v) 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.
- vi) Notice inviting tender shall form part of this specification.
- vii) The EMD shall be returned to the unsuccessful bidders after finalization of tender on written request.
- viii) It should be distinctly understood that the price and techno-commercial bid shall contain only details / documents relating to price and technical details, as mentioned herein above.

The Tenderer must submit the EMD amount, cost of tender document in shape of draft and proof of Tender processing fee in a sealed cover envelope super scribing the Tender Notice No & Date of opening of tender. The said envelope is to be submitted in the office of the purchaser on or before the last date and time of submission of tender.

PART – I

SECTION - II

GENERAL TERMS & CONDITIONS OF CONTRACT (G.T.C.C)

1. SCOPE OF CONTRACT:

The scope of the contract covers supply & Installation of 4 star or above star rating 2.0T, Full Copper Split type Air Conditioner Machines (Either of Carrier / Hitachi / Daikin / Mitsubishi / O-General Make) & 5KVA Copper Wound Stabilizers (Make: V-Guard / Leotronix) confirming to relevant IS and as per the Specification, **at the consignee's locations** situated at Mendhasal and Khurda including supply of all other accessories. Bidders are requested to go through the schedule of quantity where the AC units are needed to be supplied and installed.

2. PRICE: The price should be **firm** and FOR destination at our site store by rail/road transport.

The price should be inclusive of all charges like packing, forwarding, freight, insurance charges, GST and installation and commissioning of Air conditioners including stabilizers and all other accessories.

3. DELIVERY: The materials shall be supplied and installed within **90 days** from the date of issue of purchase order. The successful bidder must take every step to deliver the materials at scheduled destination within the delivery period. The purchaser however reserves the right to reschedule the delivery, change of destination.

4. VALIDITY: Price with terms and conditions of the offer shall be **valid for a minimum period of 180 days from the date of opening of tender** failing which their tenders will be rejected.

5. INSURANCE: Insurance of materials is to be done by the supplier at his own cost. The responsibility of delivery of the materials at destination in good condition rests with the supplier. Any claim with the insurance company Railway authority/Road transport authorities 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 the receipt of the materials at destination without waiting for the settlement of the claims with the carriers and underwriters. Any loss or damage to the equipment during handling, transportation, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment shall be to the account of the Supplier.

6. **DESPATCH INSTRUCTIONS:** The materials should be securely packed and dispatched by Rail/Road transport to different destinations as per delivery schedule. Detailed instruction regarding dispatch of materials will be indicated at the time of placing order.

7. **B.G. / DD towards security deposit, 100% payment and performance guarantee:**

A. **For manufacturers situated Inside & outside the state of ODISHA.**

A Composite Bank Guarantee as per the Proforma enclosed at Annexure-IV of the specification for 10% [ten percent] of the total FORD cost of the purchase order, shall be furnished from any nationalized / scheduled bank having a place of business at Bhubaneswar, to the office of **General Manager EHT (O&M) Circle, Bhubaneswar** within 15 days from the date of issue of the purchase order. The BG shall be executed on non judicial stamp paper worth of Rs.100.00 [Rupees One Hundred] only or as per the prevalent rules, valid for a period of **20 months** from the last date of stipulated delivery period, for scrutiny and acceptance, failing which the supply order will be liable for cancellation without any further written notices. The BG should be accompanied by a confirmation letter from the concerned bank and should have provision for encashment at Bhubaneswar, before the Bank Guarantee is accepted and all concerned intimated. The B.G should be revalidated as and when intimated to you to cover the entire guarantee period.

B. No interest is payable on any kind of Bank Guarantee / Security Deposit.

C. In case of non-fulfillment of contractual obligation, as required in the detailed purchase order / Specification, the composite Bank guarantee shall be forfeited.

D. Bidders can also submit a **Demand Draft** for 10% [ten percent] of the total FORD cost of the purchase order of any nationalized / scheduled bank having a place of business at Bhubaneswar, to the office of **General Manager EHT (O&M) Circle, Bhubaneswar** within 15 days from the date of issue of the purchase order towards Security Deposit and Performance guarantee.

8. **TERMS OF PAYMENT:**

(A) 100% payment shall be made on ***Supply & Installation of AC Machines & Stabilizers*** including GST, in full as applicable including freight, Insurance and installation charges on receipt of materials in good condition at stores / desired site and verification thereof, subject to furnishing and approval of Composite Bank Guarantee at the rate of 10% (Ten percent) of the cost of supplied materials, as stipulated under **Clause-7** of this specification & on prior approval of bidder's Guarantee Certificate & Manufacturer's Guarantee Certificate by the Purchaser. Tax as applicable shall be deducted from the source.

(B) In case the supplier does not furnish the necessary Bank guarantee of the required amount towards performance guarantee / Security Deposit, then the same amount of 10% of the value of the Purchase Order shall be deducted from the Bill amount, which shall be released after completion of the Guarantee period.

9. **PAYING AUTHORITY:** DGM EHT (O&M) Division Khurda / Mendhasal.

10. **PENALTY FOR DELAY IN DELIVERY:**

A. If the supplier fails to deliver the materials within the delivery period as stipulated under **Clause No.3 (Section-II)** of this tender document or any delivery time extension granted thereto, the purchaser shall recover from the supplier penalty for a sum of half percent (i.e. 0.5 percent) of the contract price for each calendar week or part thereof of delay. For this purpose the date of receipted challans shall be reckoned as the date of delivery. However the total amount of penalty shall not exceed 5% (five percent) of the cost of undelivered items. Materials will be deemed to have been delivered only when all the component parts are delivered. If certain components are not delivered in time, the supply will be treated as delayed until such time the missing/undelivered parts are delivered.

B. If the Supplier fails to rectify / replace the defective equipment / material within 30 days from the date of intimation of the defect, so noticed by the purchaser within the guarantee period then the penalty for sum of one half of the one percent (0.5%) of the total Purchase order amount for each calendar week of delay shall be recovered by the purchaser within the guarantee period. For this purpose, penalty date will start from the 30th day from the date of issue of letter on defectiveness of equipment/material, so supplied, by the purchaser. The total amount of penalty in this case shall not exceed 10% (TEN PERCENT) of the purchase order amount. The purchase order amount shall mean ex-works price + freight & insurance (if any) and all taxes & duties. If the defects so intimated within the guarantee period will not be rectified by the Supplier within the stipulated period then whole of the B.G. will be forfeited by the purchaser, without any intimation to the Supplier.

11. **EXTENSION OF TIME:** If the delivery of materials is delayed due to reason beyond the control of supplier, the supplier shall without delay give notice to the purchaser in writing for an extension of time with detail justification. The purchaser on receipt of such notice may agree to extend the contract delivery date if reasonable but without prejudice to other terms and conditions of this contract.

12. GUARANTEE PERIOD:

- a) The **AC Machines** and **Stabilizers** covered by this Specification should be Guaranteed for satisfactory operation and against defects in design and materials for a period of at least 12 (twelve) months **by the respective manufacturers** from the last date of commissioning.
- b) The **Supplier** has to guarantee regarding **successful installation, commissioning and workmanship** for a period of 12 (twelve) months from the date of commissioning. The above Guarantee Certificate shall be furnished in triplicate to the purchaser for his approval.
- c) Any defects noticed during this period should be rectified by the Supplier free of cost to the Purchaser provided such defects are due to faulty design, bad workmanship or bad materials used, within one month upon written notice from the Purchaser failing which provision of **Clause 10 (B)** shall apply
- d) Equipment/material failed or found defective during Guarantee period shall have to be guaranteed after repair/replacement for a further period of 12 months from the date of commissioning.
- e) Date of delivery as used in this Clause shall mean the date on which the materials are received in OPTCL site stores in good condition.
- f) **However, the compressor fitted with AC Machine shall be warranted for 5 years from the date of commissioning. The bidder has to furnish the warranty certificate from the concerned manufacturer.**

13. GST REGISTRATION, PAN CARD & AUTHORIZED DEALERSHIP CERTIFICATE :

Attested legible Xerox copies of Income Tax PAN Card, GST Registration & clearance Certificate & authorized dealership certificates (if applicable) valid on the date of opening of the tender should be submitted along with tenders without which tender will be rejected at the time of opening. If required, the tenders shall have to produce original documents for verification any time after the opening of tender. Those who fail to produce the same and found not to be valid on the date of opening of the tender, their tenders will be rejected.

14. TEST CERTIFICATE: Necessary manufacturer's test certificate in respect of the materials/spares covered under the Purchase Order shall be submitted at the time of delivery. Test certificate in respect of materials should conform to relevant IS.

15. FREE REPLACEMENT: Free replacement of materials lost/damaged due to transit shall be made immediately on receipt of the intimation from the consignee/Paying Officer without waiting for settlement of the claim of bidders with Railway/Lorry/Insurance Company.

16. **QUANTITY VARIATION:** The quantity to be ordered may undergo revision at the time of placement of orders.
17. **STANDARDS:** The materials offered shall confirm to relevant IS.
18. **FORCE MAJEURE:** 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 Embargo, 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, upon which, the Purchaser shall verify the facts and grant such extension as facts justify.
19. **JURISDICTION OF COURT:** For the purpose of jurisdiction of Court in the event of any dispute shall be deemed to have entered into any Court of law at Cuttack to which the jurisdiction of Odisha High Court extends and it is hereby expressly agreed that neither party shall be competent to bring a suit in regard to the matter covered by this purchase at any place outside in State of Odisha.
20. **Correspondences.**
- a) Any notice to the supplier under the terms of the contract shall be served by Registered Post or by hand at the Supplier's Principal Place of Business.
- b) Any notice to the Purchaser shall be served at the Purchaser's Principal Office in the same manner.

Official Address of the Parties to the Contract

The address of the parties to the contract shall be specified:-

- **Purchaser:** General Manager,
EHT (O&M) Circle, Bhubaneswar, OPTCL
At :- Chandaka Grid Sub-station, P.O:- KIIT, Bhubaneswar, Odisha
Pin-753024
Telephone No. 0671 - 2300226
- **Supplier:** Address
Telephone No.
Fax No.

21. Outright Rejection of Tenders

Tenders shall be out rightly rejected if the followings are not complied with:

- a) The tenderer shall submit the bid in electronic mode only and shall submit the cost of tender document, EMD and Tender processing fee on or before the date and time of opening of the bid.
- b) The Tender shall not be submitted telegraphically or by FAX.
- c) The Tender shall be kept valid for a minimum period of 180 days from the date of opening of tender.
- d) The schedule of prices should be filled up fully to indicate the break-up of the prices including taxes and duties. Incomplete submission of this schedule will make the tender liable for rejection.
- e) The Tenderer should quote '**FIRM**' price only and the price should be kept valid for a minimum period of 180 days from the date of opening of the tender.
- f) The prescribed EMD shall be submitted on or before the date and time of opening of the bid.
- g) **The tenders not accompanied with the required descriptive literature etc.**
- h) The tender shall not be conditional.
- i) There must not be any violation to the terms & conditions set forth and provided in the tender specification.
- j) Attested copies of I.T. Pan card and VAT registration certificate / VAT Clearance shall be submitted along with the tender.
- k) **Authorized dealership certificate issued by the manufacturers (In case of authorized dealer)**, valid on the date of opening of the tender shall be submitted along with the tender.
- l) There must not be any deviation to the delivery schedule as specified in tender specification.
- m) All the necessary excel sheets like techno-commercial bid sheet, price bid sheet etc. attached with the tender should be duly filled up without any empty cells.

GENERAL MANAGER
EHT (O&M) CIRCLE, BHUBANESWAR.

SECTION - III
(LIST OF ANNEXURES)

The following Schedules and proforma are annexed to this Specification and contained in Section - III as referred to in the relevant Clauses.

1	Declaration form	ANNEXURE-I
2	Abstract of terms and conditions to accompany Section-II of Part-I	ANNEXURE-II
3	Schedule of Quantity and delivery schedule	ANNEXURE-III
4	Bank Guarantee Format	ANNEXURE-IV
5	Deviation Schedule of Specification and Standards	ANNEXURE-V

PART - I
SECTION-IV
TECHNICAL SPECIFICATION

For Split AC Machines: (2.0 Ton Capacity)

Sl. No	PARAMETERS	UNIT	DESCRIPTION
1	Nominal Cooling Capacity	Tonnage	2.0
2	BEE Star Rating		4 Star or above
3	Rated power Supply	V-Ph-Hz	230-1-50
4	Compressor Type		Rotary
5	Rated Cooling Capacity	Watt	Minimum 6200
6	Rated Current-Cooling	Amps	Maximum 9.0
7	Rated Power Input	Watt	Maximum 1950
8	Rated EER	W/W	Max 3.8
9	Nominal Air Flow- Hi-Low	CMH	1080
10	Condenser & Heat Exchanger	Type	Copper
11	Noise Level- Hi-Med-Low	db(A)	<50
12	Fan Speed	No. of Speed	3/4/5
13	Control Type		LCD Remote
14	Special filtration		Provided
15	Refrigerant Gas		R-22
16	Connecting Pipe	type	Cu-Cu
17	Air Direction Control		Provided
18	Security Lock		Provided
19	Filter Type		Electrostatic Dust / Cold Catalyst / Triple Hybrid
20	Dehumidification		Provided
21	Anti Corrosive Coating		Provided
22	Auto off Timer		Provided
23	Self Diagnosis		Provided
24	Auto on Timer		Provided

25	Economic Sleep Mode		Provided
26	Advance Dry Mode		Provided
27	Auto Fan Speed		Provided
28	Auto Swing		Provided
29	Real Time Clock		Provided
30	Auto Mode		Provided
31	Auto Restart		Provided
32	Turbo Mode		Provided
33	LED Display		Provided
34	Temp Display On/ Off		Provided
35	Refrigerant Leakage Detector		Provided
36	Self Clean		Provided
37	Louvre Position Memory		Provided
38	Follow Me		Provided

For 5KVA Automatic Voltage Stabilizer:

Sl. No	PARAMETERS	UNIT	DESCRIPTION
	Incoming Voltage	Volt	130 to 260Volt
	Output Voltage	Volt	230V +/- 5%
	Over Voltage Cutoff		Provided
	Time delay relay		Provided
	Winding		Copper

**GENERAL MANAGER
EHT (O&M) CIRCLE, BHUBANESWAR**

ANNEXURE - I
DECLARATION FORM

To,

The General Manager (Elect)
EHT O&M Circle, OPTCL, Bhubaneswar

Sub:- Tender Specification No-_____

Sir,

1. Having examined the above specification together with terms & conditions referred to therein
* I/We the undersigned hereby offer to supply the materials / equipment covered therein complete in all respects as per the specification and General conditions, at the rates, entered in the excel format price bid schedule of prices in the Tender-wizard.
2. * I / We hereby undertake to have the materials/equipment delivered within the time specified in the Tender.
3. * I / We hereby guarantee the technical particulars given in the Tender supported with necessary reports from concerned authorities.
4. * I/We certify to have submitted the bid electronically by remitting *online payment /D.D./ remitting the cost of tender, herewith and this has been acknowledged by your letter / receipt No. _____ Dated_____
5. In the event of Tender, being decided in *my/our favour, * I/We agree to furnish the Composite B.G. in the manner, acceptable to ODISHA POWER TRANSMISSION CORPORATION LTD., and for the sum as applicable to *me/us as per clause-25 of section-II of this specification within 15 days of issue of letter of intent/purchase order failing which *I/We clearly understand that the said letter of Intent/Purchase order will be liable to be withdrawn by the purchaser, and the EMD deposited by us shall be forfeited by OPTCL.

Signed this day of _____, 20____

Yours faithfully,

Signature of the Tenderer
with seal of the company

[This form should be dully filled in by the tenderer and uploaded at the time of submission of tender.]

* (Strikeout whichever is not applicable).

ANNEXURE-II

[ABSTRACT OF GENERAL TERMS AND CONDITIONS OF CONTRACT [COMMERCIAL] TO ACCOMPANY PART-I]

1(a)	Cost of Tender Document: OPTCL Money Receipt No. & Date / D.D No & Date.	
1(b)	Earnest money furnished. Bank Guarantee No. & Date / D.D No. & Date.	
1(c)	Tender Processing Fee: e-payment confirmation	
2	Manufacturer's supply experience including user's certificate furnished or not.	<i>Yes/No</i>
3	Delivery :- Whether agreeable to OPTCL's desired delivery period as indicated at in the specification	<i>Yes/No</i>
4	Guarantee:- Whether agreeable to OPTCL's terms.	Yes/No
5	Whether agreeable to furnish Composite B.G. in case his tender be successful	Yes/No
6.	Terms of payment:- Whether agreeable to OPTCL's terms or not.	Yes/No.
7.	Nature of price:- FIRM	Yes/No
8.	Penalty:- Whether agreeable to OPTCL's terms or not	Yes/No
9.	Validity: - Whether agreeable to OPTCL's terms or not	Yes/No
10.	Whether recent type test certificates from any Government approved laboratory are furnished or not.	Yes/No
11.	Whether materials are ISI/ISO marked.	Yes/No
12.	Furnished Manufacturer's name and its trademark.	Yes/No
13.	Whether registered under GST or not?	Yes/No
14.	Whether declaration form duly filled in furnished or not.	Yes/No.

Place: -

Date: -

Signature of the Tenderer
with seal of the company

ANNEXURE- III

SCEHUDLE OF QUANTITY ALONGWITH DELIVER SCHEDULE

Sl. No	Description of materials.	Unit	Mendhasal	Chandaka	Total Qty
1	Supply & Installation of 4 star or above star rating 2.0T, Full Copper Split type Air Conditioner Machines (Either of Carrier / Hitachi / Daikin / Mitsubishi / O-General Make) along with all accessories.	Nos	20	10	30
2	5KVA Copper Wound Stabilizers (Make: V-Guard / Leotronix)	Nos	20	10	30

DELIVERY SITES:

- 1. 400/220/132KV Grid Sub-station, Mendhasal**
- 2. 220/132/33KV Grid Sub-station, Chandaka**

N.B: The detailed address for the above delivery locations shall be provided at the time of the placement of Purchase Order.

ANNEXURE-IV

PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT

PAYMENT AND PERFORMANCE

This Guarantee Bond is executed this _____ day of _____ 20__ by us the _____ Bank at _____

P.O. _____ P.S. _____

District _____ State _____

1. WHEREAS the ODISHA POWER TRANSMISSION CORPORATION LTD, a body corporate constituted under the Electricity Act, 2003 [hereinafter called "the OPTCL" which shall include its successors and assigns has placed orders No. _____ Date _____ [hereinafter called "The Agreement"] on M/s. _____ [hereinafter called "The Supplier"] which shall include its successors & assigns for supply of materials.

AND WHERE AS the supplier has agreed to supply materials to the OPTCL in terms of the said agreement AND

WHEREAS the OPTCL has agreed [1] to exempt the supplier 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 Supplier to the OPTCL, a Composite bank Guarantee of the value of 10 % [ten percent] of the contract price of the said agreement.

NOW THEREFORE, in consideration of the OPTCL having agreed [1] to exempt the Supplier from making payment of Security [2] releasing 100% payment to the Supplier and [3] to exempt from furnishing performance guarantee in terms of the said agreement 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 Supplier [s] of any of the terms or conditions contained, in the said agreement.

2. We the (_____ Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on 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 Supplier [s] of any of the terms or conditions, contained in the said agreement or by reason of the supplier's failure to perform the said agreement. 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 supplier [s] 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 Supplier [s] shall have no claim against us for making such payment.

- 4 We, (_____ 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 agreement and that it shall continue to do so enforceable till all the dues of the OPTCL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Chief Managing Director, ODISHA POWER TRANSMISSION CORPORATION LTD. certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Supplier [s] and accordingly discharges this Guarantee.

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

5. We,(_____ Bank) further agree that the OPTCL shall have the full 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 Supplier [s] and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said supplier [s] or for any forbearance, act or omission on the part of the OPTCL or any indulgence by the OPTCL to the said Supplier [s] or by any such matter or thing whatsoever which under the law relating to sureties would but these 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 supplier [s].
7. We,[_____ 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 irrevocable at our place of business at Bhubaneswar (indicate the name of the branch) in the state of ODISHA.

Not with standing anything contained herein.

1. Our liability under this bank guarantee shall not exceed Rs. _____ (Rupees _____).
2. The bank guarantee shall be valid up to dt. _____.
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only & only if you serve upon us at _____ branch at Bhubaneswar a written claim or demand on or before dt _____.

Dated _____ Day of _____

For _____
[Indicate the name of Bank]

Witness (Signature, names & address)

ANNEXURE – V

SCHEDULE –A

DEVIATION FROM SPECIFICATION

SR.NO.	CLAUSE NO	DETAILS OF DEVIATION
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NAME OF FIRM-----

NAME & SIGNATURE OF TENDERER-----

DESIGNATION-----

DATE-----

SCHEDULE – B

SCHEDULE OF TENDERER’S EXPERIENCE

Tenderer shall furnish here a list of similar orders executed /under execution by him to whom a reference may be made by Purchaser mentioned, in case he considers such & reference necessary.

Sr. No	Name of Client & Description of order	Value of Order	Period of supply & commissioning	Name & address to whom reference may be made
1	2	3	4	5

NAME OF FIRM-----

NAME & SIGNATURE OF TENDERER-----

DESIGNATION-----

DATE-----