



ODISHA POWER TRANSMISSION CORPORATION LTD.

(A Government of Odisha Undertaking)

CIN – U40102OR2004SGC007553

OFFICE OF THE DEPUTY GENERAL MANAGER, (Elect)
EHT (O&M) Division, Kesinga.

AT/P.O:- Kesinga, College Road, Kalahandi, PIN: 766012

[E-mail -ehtm.div.ksn@optcl.co.in](mailto:ehtm.div.ksn@optcl.co.in)

TENDER SPECIFICATION NO- 05/2019-20

“ SUPPLY & INSTALLATION OF 15 NOS. OF 2.0 TON SPLIT AC MACHINES OF MINIMUM 3 STAR RATING (MAKE: LLYOD/VOLTAS/LG/BLUE STAR/CARRIER/DAIKIN/HITACHI) WITH 5KVA VOLTAGE STABILIZERS (V-GUARD/LUMINOUS/LIV GUARD MAKE) FOR DIFFERENT GRID SUB STATIONS UNDER EHT(O&M) DIVISION, KESINGA, EHT(O&M) DIVISION OFFICE, NUAPADA & E&MR DIVISION OFFICE, BOLANGIR”.

SECTION-I- INSTRUCTION TO TENDERER

SECTION-II- GENERAL TERMS AND CONDITIONS OF CONTRACT (G.T.C.C)

SECTION-III- SCHEDULES AND FORMS

Sale of tender documents: From dt- 12.09.2019 (10.00AM)

To dt- 25.09.2019 (1.00 PM)

Last date of submission of tender documents: Up to dt- 25.09.2019 (4.00 PM)

Date of Opening of Tender documents: dt.26-09-2019 at 11.00 AM

PRICE: Rs.4000/- + 12% GST = Rs.4480.00

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ODISHA POWER TRANSMISSION CORPORATION LIMITED
(A Government of Odisha Undertaking)
Regd.Office: Janpath: Bhubaneswar
CORPORATE IDENTITY NUMBER (CIN) U40102OR2004GC007553
OFFICE OF THE DEPUTY GENERAL MANAGER
EHT(O&M) DIVISION, KESINGA
AT/PO: Kesinga, College Road, Dist:Kalahandi-766012
E-mail ID: ehtm.div.ksn@optcl.co.in

NOTICE INVITING TENDER

Advt No.05/2019-20

Date:11-09-2019

Sealed Tenders are invited from reputed Manufacturers/ Authorized dealers having PAN & GST registration Certificate for “**Supply & Installation of 15Nos. of 2.0Ton Split ac machines of minimum 3 Star rating (Make: LLOYD/ VOLTAS/ LG/ BLUE STAR/ CARRIER/ DAIKIN/HITACHI) with 5KVA Voltage Stabilizer(V-GUARD/ LUMINOUS/LIV GUARD make) for different Grid Sub-stations under EHT (O&M) Division, Kesinga, EHT(O&M) Division Office Nuapada & E&MR Division Office, Bolangir**”. Tender Papers can be purchased from the Office of the DGM, EHT(O&M) Division, Kesinga during office hours on working day or can be down loaded from the OPTCL website from dt.12-09-2019 to dt.25-09-2019 up to (1.00PM). The Tender documents duly filled in shall be received till 4.00PM of 25-09-2019. Tender will be Opened on dt.26-09-2019 at 11.00AM. **Cost of Tender Paper:Rs.4000/- +12% GST= Rs.4480/- (Non-refundable)** in shape of Cash/DD, **Cost of EMD: Rs.9709.00** in shape of DD only in favour of DGM, EHT(O&M) Division, Kesinga and payable at Kesinga drawn on any Nationalized Bank.

For details please visit our website www.optcl.co.in

Corrigendum if any will be published in the web site only.

Sd/-

Deputy General Manager (Elect.)

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AT/PO: Kesinga, College Road, Dist:Kalahandi-766012

CORPORATE IDENTITY NUMBER (CIN) U40102OR2004GC007553

E-mail ID: ehtm.div.ksn@optcl.co.in



TENDER CALL NOTICE NO.05/ 2019-20

For and on behalf of the ODISHA POWER TRANSMISSION CORPORATION LTD., the undersigned invites bids for the works as mentioned below, duly super scribed with Tender Specification No. & Date of opening, from reputed Manufacturers / Authorized dealers for Supply & Installation of 15 Nos. of 2.0Ton Split A.C. Machines of minimum 3 Star ratings with 15 Nos. of 5.0KVA wall mounted Automatic Voltage Stabilizer.

Sl. No.	Tender Specification No.	Description of works.	Earnest Money Deposit (Rs)	Cost of Tender Paper (Rs)	Last date and time of receipt & opening of tender
1.	05/2019-20	Supply & Installation of 15 Nos. 2.0Ton Split A.C. Machines of minimum 3 star rating with 15 Nos. 5.0KVA Wall mounted Automatic Voltage Stabilizer.	9709.00	4000.00 +12% GST	25.09.2019 till 04:00PM & 26.09.2019 /11:00 AM respectively

The tender specification documents can be had from the office of the undersigned on payment of non-refundable cost of tender specification documents in the shape of Cash/Bank Draft from 10 A.M. to 4 P.M. during dt. 12.09.2019 to dt. 25.09.2016 up to 1.00PM (both days inclusive) on any working day either in person or by remitting demand draft in favour of "DGM, EHT(O&M) Division, Kesinga " payable at Kesinga drawn on any Nationalized Bank. No other mode of payment is acceptable.

Also the specification can be downloaded from OPTCL official web site and the same may be submitted along with the cost of tender document by way of demand draft / pay order in favour of "DGM, EHT(O&M) Division, Kesinga " payable at Kesinga drawn on any Nationalized Bank at the time of submission of tender document. In case, any deviation found in the tender document submitted by the Tenderers from the content mentioned in our web site and/or non- submission of the tender documents, the tender shall be liable for rejection at any stage of the contract. The Tenderers has to indemnify OPTCL for any loss accruing due to such alteration in the terms and conditions of the tender document & or for such alteration, resulting in the cancellation of the contract.

Minimum qualification criteria of bidders:

The firm must have valid PAN, GSTIN.

Sd/-
Deputy General Manager (Elect.)

SECTION - I

INSTRUCTION TO TENDERER

1. Submission of Bids:-

Sealed tenders in duplicate in the manner hereinafter specified are to be submitted in the office of the DGM, EHT(O&M) Division, Kesinga on or before the date and time specified against the relevant tender Specification in the notice inviting the tenders. Each copy of the bids (original & duplicate) shall be in separate double sealed envelopes super scribed on each of the covers the relevant tender Specification number and the due date of opening of the bids on the right hand top side of the envelopes. On the left top sides original/duplicate as is relevant, shall be written.

2. Opening of Bids.

The bid shall be opened in the office of the DGM, EHT(O&M) Division, Kesinga in presence of such of the Tenderers or their authorized representatives (limited to one person only) on the due date of opening of tender and after scrutiny of the technical particulars and other commercial terms, clarifications as may be required, shall be sought for from the bidders.

3. 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 order for lesser quantity with full freedom to place extension orders for further quantity under similar terms and conditions of the original orders. Order may also be split among more than one Tenderer for any particular item if considered necessary in the interest of the Purchaser.

4. Procedure & Opening Time of Tenders:

Tenders will be opened in the office of the DGM, EHT(O&M) Division, Kesinga on the specified date and time in present of such of the Tenderers or their authorized representatives (limited to one person only) in case of each bidders who may desire to be present, at the time of opening the bids. The DGM, EHT(O&M) Division, Kesinga or his authorized representatives will, on opening each bid, read aloud the name of the bidder. He shall also read aloud the attested and un-attested corrections and shall record the number of such corrections on each page of the technical bid over his dated initials and also initial all such corrections.

5. 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 indicated giving full justifications for such deviation. (Read with Clause-6, Section-II of the Specification).

6. Eligibility for Submission of Bids.

Tenderers who have purchased the Specification from the office or downloaded from the official website of OPTCL & deposited the tender cost while submitting the tender will only be considered.

7. 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. (Read with Clause-10, Section-II of the Specification).

8. Mode of Submission of Bids.

(A) Bids, complete in all respect shall be submitted in person or by Registered Post/ speed Post. Any other mode shall not be accepted. Tenders received after due date and time shall be returned un- opened.

(B) **Telegraphic, Telephonic or FAX Tenders** shall not be accepted under any circumstances.

9. Earnest Money Deposit.

- (i) The tender shall be accompanied by Earnest Money Deposit of value specified in the notice inviting tenders. Tenders without the required E.M.D. will be rejected outright .
- (ii) The earnest money deposit shall be furnished through **Bank Draft** to be drawn in favour of "DGM, EHT(O&M) Division, Kesinga" payable at Kesinga drawn on any Nationalized Bank.
- (iii) No adjustment towards Earnest Money Deposit shall be permitted Against any outstanding amount with OPTCL.
- (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, EMD will be refunded only after furnishing of security money referred to at Clause-16 of section –II. 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.
- (v) Earnest Money will be forfeited if the Tenderer fails to accept the letter of intent or purchase orders issued in his favour.

10. Validity of the Bids

The tenders should be kept valid for a period of 180 days from the date of opening of the tender as notified in the tender notice failing which the tenders will be rejected.

11. PRICE Tenderers are requested to quote FIRM price only.

12. 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 DGM, EHT(O&M) Division, Kesinga. This however, does not entitle the Tenderer to ask for time beyond due date fixed for receipt of tender.

13. Documents to Accompany Bids

Tenderers are required to submit tenders in the following manner :-

- (I) Declaration Form. (As per Annexure –I)
- (ii) Abstract of General Terms & Conditions of Contract (As per Annexure –II)
- (iii) Technical Specification and Guaranteed Technical Particulars conforming to the Purchaser's Specification along with literature (As per Annexure –IV).
- (iv) Schedule of prices (As per Annexure –V)
- (v) List of orders executed for similar items during preceding four years indicating the customer's name & P.O. copies.
- (vi) Valid GSTIN, PAN No. of the firm, Manufacturer's certificate / Authorized dealership certificate and experience in similar type of works under OPTCL or any Govt. organization.
- (vii) Any other document required is to be submitted.

14. Conditional Offer

Conditional offer shall not be accepted.

15. General instructions

- i) Over writing shall be avoided.
- ii) Erasures and other changes shall bear the dated initial of the person signing the tender.
- iii) 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.
- iv) For evaluation the price mentioned in words shall be taken if there is any difference in figure and words in the price bid.
- v) Notice inviting tender shall form part of this Specification.

SECTION - II

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

1. Scope of the Contract

The scope of the contract shall be to supply & Installation of AC Machines & Stabilizers as per the Specification at OPTCL, Kesinga.

Definition of Terms

For the purpose of this Specification and General Terms & Conditions of Contract (G.T.C.C.) the following words shall have the meanings hereby indicated, except where otherwise described or defined.

“The Purchaser” shall mean “The DGM, EHT(O&M) Division, Kesinga, DGM, EHT(O&M) Division, Nuapada & DGM, E&MR Division, Bolangir”.

“The Engineer” shall mean the engineer appointed by the Purchaser for the purpose of this contract.

“Purchaser’s Representative” shall mean any person or persons or consulting firm appointed and remunerated by the Purchaser to supervise, inspect, test and examine workmanship and materials of the equipment to be supplied.

“The Contractor” shall mean the Bidder whose bid has been accepted by the Purchaser and shall include the Bidders’ executives, Administrators, Successors and permitted assignees.

“Equipment” shall mean and include all machinery, apparatus, Materials, articles to be provided under the contract by the Contractor.

“Contract Price” shall mean the sum named in or calculated in accordance with the provisions of the contract as the “Contract Price” which shall include packing, forwarding, freight, insurance excise duty, sales tax and other taxes and duties as applicable at the time of opening of bids.

“General Conditions” shall mean these General Terms and Conditions of Contract.

“The Specification” shall mean the Specification annexed to or issued with G.T.C.C. and shall include the schedules & drawings attached thereto as well as all samples and pattern, if any.

“Month” shall mean “Calendar month”.

“Writing” shall include any manuscript, type written, printed or other statement reproduction in any visible form and whether under seal or under hand.

The term “Contract documents” shall mean and include G.T.C.C., Specifications, Schedules, Drawings, Form of Tender, Covering Letter, Schedule of Price of the final successful bidder any special conditions applicable to the particular contract, Specifications and drawings and the purchase order & the agreement to be entered into.

Terms and Conditions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act, failing that, in the Odisha General Clauses Act.

3. **Manner of Execution**

All equipments supplied under the contract shall be installed in the manner set out in the Specification or where not set out, to the reasonable satisfaction of the Purchaser's representative.

4. **Rejection of Materials**

In the event any of the materials/equipment supplied by the Contractor is found defective due to faulty design, bad workmanship, bad materials used or otherwise not in conformity with the requirements of the Specification, the Purchaser shall either reject the materials/equipment or ask 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 of the Purchaser. If the Contractor fails to do so, the Purchaser may:-

- (a) As its option, replace or rectify such defective equipment and recover the extra costs so involved from the Contractor plus fifteen percent of the expenditure as penalty.
- (b) Terminate the contract for balance work/supplies, with enforcement of penalty Clause as per contract for the un-delivered goods and with forfeiture of security deposit / performance Guarantee/Composite Bank Guarantee.

5. **Language and Measures**

All documents pertaining to the contract including Specifications, Schedule, Notices, Correspondence, Operating & 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.

6. **Deviation from Specification**

It is in the interest of the Tenderers to study the Specification specified in the tender schedule thoroughly before tendering so that, if any deviations are made by the Tenderers, the same are prominently brought out on a separate sheet under heading "Deviations".

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.**

7. **Right to Reject / Accept Any Tender**

The Purchaser reserves the right either to reject or to accept any or all tenders if the situation so warrants in the interest of the Purchaser. Orders may also be split up between different Tenderers on individual merits of the Tenderer. 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(s).

8. Bidder to inform himself fully

The Bidder shall examine the instructions to Tenderers, 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. The Purchaser shall not be responsible for any misunderstanding or incorrect information obtaining by the Bidder other than the information given to the Bidder in writing by the Purchaser.

9. Patent Rights Etc.

The Contractor shall indemnify the Purchaser against all claims, actions, suits and proceedings for the infringement or alleged infringement of any patent design or copy right protected either in the country of origin or in India by the use of any equipment/ materials supplied by the Contractor. But such indemnity shall not cover any use of the equipment, other than for the purpose indicated by or reasonably to be inferred from the Specification.

10. Delivery

(a) Time being essence of the contract, the equipment shall be supplied within the delivery date specified in the contract. The Purchaser, however, reserves the right to reschedule the delivery if required. The delivery period shall be reckoned from the date of placing the Letter or Intent/Purchase order as may be specified in the LOI/Purchase order.

(b) The desired delivery period shall not ordinarily exceed more than **one month**.

(c) The installation & commissioning of AC Machines is to be completed within 30days from the date of supply.

11. Despatch instructions.

(i) The materials should be securely packed and dispatched directly to the consignee at the Contractor's risk.

(ii) **Loading & Unloading of Ordered Materials.**

It will be the sole responsibility of the Contractor for loading and unloading & stacking of materials both at the factory site and at the destination store. The Purchaser shall have no responsibility on this account.

12. Contractor'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 in writing in response to written request of the Contractor.

(b) If in the judgment of the Purchaser, the Contractor fails to comply with any of the provisions of this contract.

ii) In the event Purchaser terminates the contract in whole or in part as provided in Clause-12(i) of this section, the Purchaser reserves the right to purchase

upon such terms and in such a manner as he may deem appropriate equipment/ material similar to those 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 Clause-20 of this section until such reasonable time as may be required for the final supply of equipment.

- iii) In the event the Purchase does not terminate the contract as provided in Clause 12(i) of this Section, Contractor shall continue executing the contract, in which case he shall be liable to the Purchaser for penalty for delay as set out in Clause-20 of this Section until the equipment is accepted. This shall be based only on written request of the supplier and written willingness of Purchaser.

13. **Force Majeure:**

The Contractor 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 Contractor 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.

14. **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.

15. **Guarantee Period.**

The equipments covered by this Specification should be Guaranteed for satisfactory operation and against defects in design, materials and workmanship for a period of at least 12 (twelve) months from the last date of commissioning or 18months from the date of delivery whichever is earlier. The above Guarantee Certificate shall be furnished in triplicate to the purchaser for his approval. Any defect noticed during this period due to faulty design, bad workmanship or bad materials used should be rectified by the Contractor free of cost upon written notice from the Purchaser.

- i) 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 or 18 months from the date of receipt at the Stores after such repair/replacement whichever is earlier.
- ii) Date of delivery as used in this Clause shall mean the date on which the materials are received at 132/33KV Grid S/S, Kesinga, Office of the DGM, EHT(O&M) Division, Nuapada & Office of the DGM, E&MR Division, Bolangir in good condition.
- iii) However, the compressor fitted with AC Machine shall be warranted for 5 years from the date of supply.

16. **Bank Guarantee towards Security Deposit, 100% Payment and performance Guarantee.**

A Composite Bank Guarantee as per the proforma enclosed at Annexure-VI of the specification for 10% (Ten percent) of the total cost of the purchase order, shall be furnished from any Nationalised / Scheduled Bank having a place of business at Bhubaneswar, to the office of DGM, EHT(O&M) Division, Kesinga, Office of the EHT(O&M) Division, Nuapada & Office of the DGM, E&MR Division, Bolangir within 15(Fifteen) days of issue of purchase order. The Bank Guarantee shall be executed on non-judicial stamp paper as applicable, as per the prevalent rules, valid for a period of 2(two) month more than the guarantee period mentioned at clause-15 for scrutiny and acceptance, failing which the supply order will be liable for cancellation without any further written notice. The said Bank Guarantee should be accompanied or followed by a confirmation letter from the concerned Bank, & should have provision for encashment at BBSR, before the bank Guarantee is accepted & all concerned intimated. The BG should be revalidated as & when intimated to the successful bidder to cover the entire guarantee period.

- i) No interest is payable on any kind of Bank Guarantee.
- ii) In case of non-fulfillment of contractual obligation as required in the detailed purchase order/specification, the composite Bank Guarantee/Permanent Registration Fee shall be forfeited.
- iii) The Composite/Performance Bank guarantee amount on the full order value shall be deducted from the first claim of the supplies made in cases where no Composite Bank Guarantee/Performance Bank Guarantee is furnished.

17. **Import License**

In case imported materials are offered no assistance will be given for release of foreign Exchange. The firm should arrange to import materials from their own quota. Equipment of indigenous origin will be preferred.

18. **Terms of Payment.**

(A) 100% payment with taxes etc shall be made after receipt & installation of materials in full and in good condition & verification thereof by consignee subject to deposit of Security deposit @ 10% (Ten percent) of the cost of supplied materials & on prior approval of 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, then the amount of security deposit 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.

19. **Penalty for Delay in Completion of Contract.**

- (i) If the Contractor fails to deliver the materials/equipments within the delivery schedule specified in the contract including delivery time extension, if any, granted thereto, the Purchaser shall recover from the Contractor penalty for a sum of one half of one percent (0.5 per cent) of the Ex-works price of the undelivered equipment for each calendar week of delay or any part thereof. For this purpose the date of receipted challans shall be

reckoned as the date of delivery. The total amount of penalty shall not exceed five per cent (5%) of the Ex-works price of the unit or units so delayed. Equipment will be deemed to have been delivered only when all its components, parts are also delivered. If certain components are not delivered in time, the equipment will be considered as delayed until such time as the missing parts are delivered.

(ii) If the contractor fails to rectify/ replace the equipment/materials within 30days from the date of intimation of the fact, 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 be counted from the 30th day from the date of issue of letter on defectiveness of equipments/materials, so supplied by the purchaser. The total amount of penalty in this case shall not exceed 10% (Ten percent) at the purchase order amount. If the defects so intimated is not rectified by the suppliers within the guarantee period then whole of the BG will be forfeited by the purchaser, without any intimation to the supplier.

20. Insurance

The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the works and obligatory in terms of law to protect his interest and interests of the employer, against all perils detailed herein. The form and the limit of such insurance as defined herein together with the under-writer in each case shall be acceptable to the employer. However irrespective of such acceptance the responsibility to maintain adequate insurance coverage at all time during the period of Contract. Shall be of the contractor alone. The contractor's failure in this regard shall not relieve him of any of this contractual responsibilities and obligations. The Insurance covers to be taken by the Contractor shall be in the joint name of the Employer and the Contractor. The Contractor shall, however, be authorized to deal directly with Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers. Further the insurance should be in freely convertible currency. 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 Contractor.

21. 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 any of the Contract(s).

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 attested Photostat copy of exemption certificate.

23. Contractor'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.

24. Validity.

Prices and conditions contained in the offer should be kept valid for a period of 180 days from the date of opening of the tender, failing which, the tender shall be rejected.

25. 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.

26. 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.

27. Correspondences.

- i) Any notice to the Contractor under the terms of the contract shall be served by e-mail, Registered Post or by hand at the Contractor's Principal Place of Business.
- ii) Any notice to the Purchaser shall be served at the Purchaser's Principal office in the same manner.

28. Outright Rejection of Tenders.

Tenders shall be outright rejected if they are not complying with the following requirements:

- i) Tenders shall be submitted in person/ Registered Post or by **Speed Post**
- ii) Tenders shall not be submitted telegraphically or by FAX.
- iii) Tenders shall be accompanied by the prescribed Earnest Money Deposit unless otherwise qualified for exemption from furnishing of EMD.
- iv) Tender shall be kept valid for a period of 180 days from the date of opening of Tender.
- v) Tender shall be submitted in one part as specified.
- vi) The schedule of prices should be filled up fully including all taxes and duties. Incomplete submission of this schedule will make the tender liable for rejection.

vii) Tenderer should quote FIRM price and the price should be kept valid for a period of 180 days from the date of opening of the tender.

29. Documents to be treated as Confidential.

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.

30. Scheme/Projects.

The materials/equipments covered in this Specification shall come under Capital works of EHT(O&M) Division, Kesinga, EHT(O&M) Division, Nuapada & E&MR Division, Bolangir.

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 should be filled with all information and should be furnished along with the tender.

i)	Declaration Form	ANNEXURE-I
ii)	Abstract of General Terms & Conditions of Contract	ANNEXURE-II
iii)	Schedule of Quantity & Delivery	ANNEXURE-III
iv)	Technical Specification	ANNEXURE-IV
v)	Schedule of prices	ANNEXURE-V
vi)	Composite Bank Guarantee form for Security Deposit & Performance Guarantee	ANNEXURE-VI

ANNEXURE – I

DECLARATION FORM

To
The GM, EHT(O&M) Circle,
Bolangir.

Sir,

1. Having examined the above specification together with Tender conditions referred to therein I/We the undersigned hereby offer to supply the materials covered thereon complete in all respects as per the Specification and General Conditions, at the rates entered in the attached contract schedule of prices in the Tender.
2. I/We hereby undertake to have the materials delivered within the time specified in the Tender.
3. I/We here guarantee the technical particulars given in the Tender supported with necessary reports from concerned authorities.
4. I/We certify to have purchased/down loaded a copy of the Specification by remitting Cash/ D.D.towards cost of tender, herewith and this has been acknowledged by your letter No._____ Dated_____
5. In the event of Purchase order being decided in my/our favour, I/We agree to furnish the "Composite Bank Guarantee for Security Deposit & Performance Guarantee" in the manner acceptable to OPTCL and for the sum as applicable to me/us per Clause-16 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.

Signed this _____ day of _____ 20_____

Yours faithfully,
Signature of Tenderer
With Seal of the Company

(This form should be fully filled up by the Tenderer and submitted along with the original copy of Tender)

ANNEXURE – II

**ABSTRACT OF GENERAL TERMS & CONDITIONS OF
CONTRACT (COMMERCIAL) TO ACCOMPANY PART –I**

1	Earnest Money Furnished a) Cost of Tender documents: D.D No. dt. b) E.M.D: D.D No. dt.	Bank Draft
2	Deviations to the Specification if any (list enclosed or not)	Yes/No
3	Guarantee: Whether agreeable to OPTCL's terms	Yes/No
4	Whether agreeable to furnish Performance Guarantee as per Clause –16 of Section – II	Yes/No
5	Terms of Payment: Whether agreeable to OPTCL's standard terms of payment or not. (As per clause –18 of Section –II)	Yes/No
6	Nature of Price: Firm	Yes/No
7	Penalty: Whether agreeable to OPTCL's terms or not	Yes/No
8	Validity: - Whether agreeable to OPTCL's terms or not. (As per Clause – 24 of Section –II)	Yes/No
9	Manufacturer's name and it's trade mark.	Yes/No
10	GSTIN	Yes/No
11	PAN	Yes/No
12	Delivery (30 days from the date of Placement of purchase order.)	Yes/No
13	Whether declaration form duly filled in finished or not.	Yes/No
14	Xerox copy of Manufacturer / Authorized Dealership Certificate Submitted	Yes/No

Place _____

Date _____

Signature of the Tenderer
With Seal of the Company

ANNEXURE – III
SCHEDULE OF QUANTITY AND DELIVERY

Sl. No	Description of materials	Quantity Required	Desired Delivery Period	Destination & Quantity of materials to be delivered				
				Kesinga GSS	Bhawanipatna GSS	Junagarh GSS	EHT(O&M) Division, Nuapada	E&MR Division, Bolangir
1	230Volt, 50Hz, 2.0Ton Capacity minimum 3 Star rating Split type Air Conditioning Machine with remote control (Make: LLOYD/ VOLTAS/ LG/ BLUE STAR/CARRIER/ DAIKIN / HITACHI)	15 Nos.	One month	4 Nos.	4 Nos.	2 Nos.	3 Nos.	2 Nos.
2	5.0KVA Capacity Wall Mounted Automatic Voltage Stabilizer (Input Voltage: 90 to 300 V & Output Voltage: 200 to 240V). with delay timer & under voltage/ over voltage cut-off (Make:V-GUARD/ LUMINOUS / LIV GUARD)	15 Nos.	One month	4 Nos.	4 Nos.	2 Nos.	3 Nos.	2 Nos.
3	Installation of 2.Ton Capacity Split type Air Conditioning Machines with all accessories & 5KVA Voltage Stabilizer.	15 Nos.	One month	4 Nos.	4 Nos.	2 Nos.	3 Nos.	2 Nos.

ANNEXURE – IV
TECHNICAL SPECIFICATION

(This proforma should be filled with all information and should be furnished along with the tender)

(i) Split AC Machines: (2.0 Ton Capacity)

Sl. No.	Description of the item.	Unit	OPTCL Specification.	Offered specification of the firm (To be filled by the Tenderer)
1	2	3	4	5
1(a)	Model Name	-	-	
1(b)	Name of the manufacturer.	-	-	
2	Star Rating		Minimum 3	
3	Air Circulation (H/M/L)	CFM	500/450/350	
4	Cooling Capacity	BTU/Hr.	24000	
5	Compressor type		-	
6	Type of coolant	-	-	
7	Condenser tube material	-	copper	
8	Minimum Energy Efficiency Ratio (EER)	BTU per Hr/ Watt	3.3 and above	
9	Power Input	Watts.	-	
10	Starting Current	Amp.	-	
11	Running Current	Amp.	-	
12	Noise level (Room Condition)	Db	-	
13	Connecting pipe	-	Cu-Cu	
14	Remote provided for operation control.	-	Yes	
15	Special filtration	-	Yes	
16	Air Direction Control	-	Yes	
17	Security Lock	-	Yes	
18	Auto off Timer	-	Yes	
19	Auto on Timer	-	Yes	
20	Economic Sleep Mode	-	Yes	
21	Advance Dry Mode	-	Yes	
22	Auto Fan Speed	-	Yes	
23	Auto Swing	-	Yes	
24	Real Time Clock	-	Yes	
25	Auto Mode	-	Yes	

26	Auto Restart	-	Yes	
27	Turbo Mode	-	Yes	
28	LED Display	-	Yes	
29	Temp Display On/ Off	-	Yes	
30	Net weight	-	-	
	(i) Indoor	Kg.		
	(ii)Outdoor	Kg.		
31	Dimensions	-	-	
	(i) Indoor (W x H x D)	mm		
	(ii)Outdoor(W x H x D)	Mm		
32	Whether the firm has after service network at Bhawanipatna	-	-	
	If so, detail address with contact number may be provided			
33	Any other special features provided.	-		

(ii) Wall mounting Automatic Voltage Stabilizer:

Sl. No.	Description of the item	Unit	OPTCL Specification	Offered specification of the firm (To be filled by the Tenderer)
1	Capacity	KVA	5 KVA	
2	ISO certification	-	Conform and tested to IS: 8448:1994	
3	Input voltage working range	V	90V-300 Volt AC	
4	Output voltage working range	V	210-230 Volt AC	
	Coil type		Copper winding	
5	Operating frequency	Hz	50 Hz \pm 5%	
6	Control circuit		Micro controller based	
7	Auto Restart	-	Yes	
8	Delay timer circuit		3 Minutes \pm 3.0 seconds. Between Shutdown and subsequent start	
9	High/ low cut off voltage on output side	V	240/200 volts \pm 2%	
10	Over voltage output power cut off	V	above 280V input	
11	Under Voltage output power cut off	V	below 100V input	
12	LED Display to indicate input/output voltage in the range of 0-300 volt	-	YES	

13	Input power cable length	Mtr	3 Core cable of minimum 2 meter	
14	Output terminal blocks	-	30 amperes	
15	Indicators to be provided (a) Normal operation- green LED (b) High voltage cut off- red LED (c) Low voltage cut off- red LED	-	YES	
16	Warranty period		3 years	

ANNEXURE – V

SCHEDULE OF PRICE.

Sl. No	Description of materials	Quantity Required	Unit Rate `	GST	Total (4 + 5)	Total Amount in Rs.` (3 x 6)
1	2	3	4	5	6	7
1	230Volt, 50Hz, 2.0Ton Capacity 3 Star rating Split type Air Conditioning Machine with remote control (Make:)	15 Nos.				
2	5.0KVA Capacity Wall Mounted Automatic Voltage Stabilizer (Input Voltage: 90 to 300 V & Output Voltage: 200 to 240V) with delay timer & under voltage/ over voltage cut-off (Make:)	15 Nos.				
3	Installation of (a) 2.0T Capacity Split type Air Conditioning machines with accessories (b) 5KVA wall mounting Voltage Stabilizer .	15 Nos.				
4	GRAND TOTAL (1+2+3)					

(RUPEES)
 :
 Place

Signature of Tenderer

Date :

With Seal of the Company

ANNEXURE – VI

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)

