

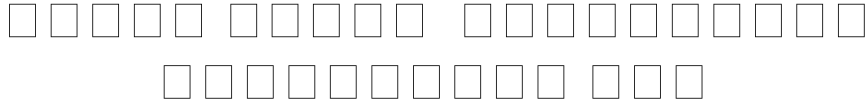


ODISHA POWER TRANSMISSION CORPORATION LTD
OFFICE OF THE SRGENERAL MANAGER (STORES & SERVICES)
JANAPATH, BHUBANESWAR-751022, TEL NO. 0674-2547185 FAX NO. 0674-2541106
email: sto.cle.bbs@optcl.co.in
e-TENDER SPECIFICATION NO.
SRG.M.[S&S]- 22 /2021-22

FOR
ANNUAL MAINTENANCE CONTRACT FOR A.C.MACHINES, WATER COOLERS,
GEYSERS & STABILIZERS UNDER OPTCL, BHUBANESWAR

1	Request for online tender documents	From < 11:00 AM > dated < 07.12.2021 > to < 02:45 PM > dated < 21.12.2021 >.
2	Last date of submission of online tender	< 02:45 PM > dated < 21.12.2021 >.
3	Date of opening of Tender	Dated < 21.12.2021 >.at < 4:00PM > onwards .
4	Cost of Tender Paper	Rs. 7,080.00 including 18% GST

SR.GENERAL MANAGER [S&S]



ODISHA POWER TRANSMISSION CORPORATION LIMITED

REGD OFFICE : JAN APATH , BHUBANESWAR-751022, PH- 0674- 2547185, Fax: 2540016
OFFICE OF SR.GENERAL MANAGER(S&S),GROUND FLOOR,FINANCE BUILDING,BHOINAGAR,BHUBANESWAR-22

email: sto.cle.bbs@optcl.co.in, Website: www.optcl.co.in, CIN: U40102OR2004SGC007553

No. EMC- 176 /2016/

dt. 04.12.2021

e-TENDER NOTICE NO. SRG.M.[S&S]- 22 /2021-22

For and on behalf of Odisha Power Transmission Corporation Ltd., Sr.G.M. (S&S) invites Tenders from reputed Firms in single part for Annual maintenance contract for window / split/ tower/ cassette A.C. Machines (Inverter / Non-inverter), stabilizers, water coolers, geysers and servo stabilizer under OPTCL, Bhubanewar as per the Technical Specification. The firms must possess valid GST registration certificate in dealing with Goods of relevant items & its services, EPF & ESI certificates towards deployment of service personnel, PAN & MV license from ELBO. The firms must have experience of similar nature of Maintenance Works as per the tender specification to be eligible for participation in the tender. Interested bidders are required to enroll themselves on the tender portal www.tenderwizard.com/OPTCL and upload the tender documents available at the said web site w.e.f dated 07.12.2021 at 11.00 am to 21.12.2021 at 02.45 pm. They may visit OPTCL's official web site <http://www.optcl.co.in> for detail of the tender specification.

SR.GENERAL MANAGER [S&S]

CC to

1. CGM (O&M),OPTCL for kind information.
2. CGM (IT), OPTCL for kind information & necessary action. He is requested to take necessary step to host the tender notice in the OPTCL official website for wide publication.
3. Sr.GM (F) C&B, OPTCL for information.
4. GM (Mech.), EHT Stores Division/ GM(HRD), CR, OPTCL, BBSR for information & necessary action.

NOTICE INVITING TENDER
ODISHA POWER TRANSMISSION CORPORATION LTD.,
REGD. OFFICE: JANPATH, Bhubaneswar.

e-TENDER SPECIFICATION NO.
SR.G.M.[S&S]- 22 /2021-22

For and on behalf of the ODISHA POWER TRANSMISSION CORPORATION LTD., the undersigned invites bids under single-part bidding system in e- tendering mode only as per the following details.

Sl. No	Tender Specification No.	Description of supply of equipment/materials	Earnest Money Deposit (In Rs.)	Cost of Tender Specification document (in Rs.)	Last date of receipt & opening of tender
1.	e-TENDER SPECIFICATION NO. SRG.M.[S&S]-22 /2021-22	Annual maintenance contract for window/ split/ tower/ cassette A.C. Machines (Inverter / Non-inverter) stabilizers, water coolers, geysers and servo stabilizer under OPTCL, Bhubanewar	Nil	6,000+ GST 18%- 1080/- =7,080/-	< 02:45 PM > dated <21.12.2021 >& Dated 21.12.2021 (04.00 PM)

The bidders can view the tender documents from Tender Portal free of cost.

The bidders who want to submit bids shall have to pay non-refundable amount of Rs. 7,080/- (Rupees Seven thousand Eighty) only including GST @ 18% towards the tender cost, in the form of Demand draft/Pay order only, drawn in favour of the **“G. M. Store Circle, OPTCL”** payable at **“Bhubaneswar”**. They have to submit notarized hard copy of GST registration certificate in dealing with Goods of relevant items & its services on or before the date & time of opening of bid.

The bidders shall have to submit non-refundable amount of Rs.1738/- (Rupees One thousand seven hundred thirty Eight) only including GST @ 18% towards the tender processing fee to K.S.E.D.C. Ltd., in e-payment mode. The e-payment of above amount is to be made to enable the bidders to down load the bid proposal sheets & bid document in electronic mode.

The bidders shall deposit the tender cost & tender processing fee prior to date & time for opening of bid as notified in the tender notice.

The demand draft/pay order for tender cost, processing fees are to be submitted at the office of the undersigned on or before the scheduled date & time of opening of tender.

The bidders shall scan the Demand Draft/Pay order/ Bank guarantee and upload the same in the prescribed format in .gif or .jpg format while participating in the tendering process in addition to sending the originals as stated above.

The prospective bidders are advised to register their user ID, Password, company ID on the 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 obtained during notified tender period from the undersigned during the office hours.

Minimum qualification criteria of bidders: AS STIPULATED IN SECTION-II, (G.T.C.C) OF THE TENDER SPECIFICATION.

**SENIOR GENERAL MANAGER,
STORES & SERVICES, CIRCLE, BHUBANESWAR**



**ODISHA POWER TRANSMISSION CORPORATION LTD.
OFFICE OF THE SR. GENERAL MANAGER
STORES & SERVICES, CIRCLE, OPTCL
JANAPATH, BHUBANESWAR – 751022**

e-TENDER SPECIFICATION NO.
SRG.M.[S&S]- 22 /2021-22

CONTAINING

- SECTION – I :CONTENT OF INSTRUCTION TO TENDERERS**
- SECTION – II :GENERAL TERMS AND CONDITIONS OF
CONTRACT (G.T.C.C.)**
- SECTION – III :LIST OF ANNEXURES**
- SECTION – IV :TECHNICAL SPECIFICATION**
- SECTION – V PRICE BID.**

PART – I.

SECTION – I.

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COMMERCIAL SPECIFICATION.

P A R T - I

S E C T I O N - I

INSTRUCTIONS TO TENDERERS

1. Submission of Bids:-

The bidder shall submit the bid in single part Electronic Mode only i.e through 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 from any bidder to the OPTCL to collect the Bids in physical form will be entertained by the OPTCL.

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

1. For all the users it is mandatory to possess the Digital Signatures of Class-III.
2. Contractors / Vendors / Bidders / Suppliers are requested to follow the below steps for K.S.E.D.C Registration by visiting website:
 - a. Click “Register”, fill the online registration form.
 - b. Pay the amount of Rs. 2360/- through e-payment/DD in favour of K S E D C Ltd Payable at Bangalore.
 - c. Send the acknowledge copy for verification.
 - d. 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) 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.
 - g. Select the Certificate and enter DSC Password.
 - h. 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.
6. After making the request Bidders will receive the Tender 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 assistance contact help desk number mentioned below.**
- Bangalore – 080- 40482000.

The participants to the tender should be registered under GST Laws.

2. Division of Specification:

The Specification is mainly divided into the following.

Consists of

- | | | | |
|-------|-------------|---|------------------------------|
| (i) | Section-I | : | Instructions to Tenderers. |
| (ii) | Section-II | : | General conditions of supply |
| (iii) | Section-III | : | List of Annexures |
| (iv) | Section-IV | : | Technical Specification. |

3. Mode of Bidding.

The Tenderers are required to submit the bids in single part in electronic mode through tender wizard.

4. Opening of Bids.

- [a] The tender shall be opened on the date and time fixed by the OPTCL for opening of bids in Electronic mode, optionally in presence of such of the Tenderers or their authorized representatives [limited to one person only] on the due date of opening of tender. After scrutiny of the technical particulars and other commercial terms as submitted by the bidders, the price bid of the eligible bidders will be considered for evaluation.
- [b] The bids, not found in conformity with the eligibility criteria, technical Specification / qualifying experience as per Tender, shall be rejected.
- [c] The bidders are required to furnish sufficient information in the bids to the Purchaser to establish their qualification, capacity to supply the manpower & materials to perform the required work. Such information shall include details of bidder's experience, its financial, managerial and technical capabilities. The above information shall be considered during scrutiny and evaluation of bids. Any bid which does not satisfactorily meet these requirements, shall not be considered for price bid evaluation.
- [d] The price bids of the technically and otherwise acceptable bids shall only be evaluated as per the norms applicable in terms of this Specification.

5. Owner's Right Regarding Alteration of Quantities of work Tendered.

The Owner may alter the quantities of equipment to be covered under AMC during the period of contract as the situation may arise without any extra financial burden to owner. Initially, Purchaser has the liberty to place order for available quantity of equipment to be covered under AMC.

6. Procedure & Opening Time of Tenders:

Tenders will be opened in the office of the Senior General Manager [S&S] on the specified date and time on the tender wizard. Willing tenderers or their authorized representatives [limited to one person only] may attend the O/o Sr. GM (S&S) on the day of opening the tender for witnessing the bid opening process.

7. Eligibility for Submission of Bids.

Tenderers who have collected the tender specification from the office or downloaded from the official website of OPTCL & deposited the tender cost while submitting the tender will only be considered eligible for submission of bids.

8. Owner'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-7, Section-II of the Specification).

9. Mode of Submission of Bids.

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

[B] **Telegraphic / FAX tenders/ Drop Box** shall not be accepted under any circumstances.

10. Bid Security in lieu of EMD

There shall be no provisions for Bid Security in lieu of EMD in the bid documents for the above work. However, the tenderers should furnish the EMD declaration form as per **Annexure-I** & upload the same through tender wizard.

11. Validity of the Bids

The tenders should be kept valid for a period of 120 days from the date of opening of the tender as notified in the tender notice failing which the tenders will be rejected.

12. PRICE

Tenderers are requested to quote-'FIRM' Price subject to Reverse Auction.

13. Revision of Tender Price By Bidders

(a) After opening of tenders and within the validity period, no reduction or Enhancement in price will be entertained subject to Reverse Auction. If there is any change in price, the tender shall stand rejected.

(b) 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.

14. 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 Sr.General Manager (S&S), OPTCL. This however, does not entitle the Tenderer to ask for time beyond due date fixed for receipt of tender.

15. Documents to Accompany Bids

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

Tender shall contain the following Documents:

- (i) Declaration Form. (As per Annexure –I)
- (ii) Technical Specification and Guaranteed Technical Particulars conforming to the Purchaser's Specification along with drawings and literature.
- (iii) Abstract of Terms & Conditions in prescribed Proforma as per Annexure-II.
- (iv) General Terms & Conditions of offer as per Section-II of specification.
- (v) List of orders executed for similar items during preceding two years indicating the customer's name & P.O. copies & performance certificates.
- (vi) Data on past experience as per Clause-5 of Section –II of the Specification.
- (vii) GST Registration , MV License, EPF & ESI Statement and Income Tax clearance certificates for the previous year.
- (viii) Audited Balance Sheet & Profit Loss Account for the previous three years.
- (ix) Demand Draft / Pay Order amounting to Rs.7,080/- drawn in favour of G.M., Store Circle, OPTCL payable at Bhubaneswar towards cost of Tender is to be scanned and uploaded along with bid.
- (x) In addition to the above, the tenderer has to fill up One CHECK LIST format (Excel Format) available under bid of e-Tender.

16. Documents/Papers to accompany Price Bid.

- (a) Price bid of the tender shall consist of the following :
 - (i) Schedule of prices in the prescribed proforma

17. Conditional Offer:

Conditional offer shall not be accepted.

18. General: -

- (i) In the event of any discrepancy or arithmetical error in the schedule of price, the decision of the purchaser shall be final and binding on the Tenderer.
- (ii) For evaluation, the price mentioned in words shall be taken if there is any difference in figures and words in the price bid.
- (iii) Notice inviting tender shall form part of this specification.
- (iv) The price bids of the technically and otherwise acceptable bids shall only be evaluated.
- (v) It should be distinctly understood that the price bid shall contain only details/documents relating to price, as outlined in clause-16 of section-I mentioned herein above. Inclusion of any of the documents/information etc. shall render the bid liable for rejection.
- (v) The contractor/agency shall be responsible for any damages caused/done due to accident during the progress of work.
- (vi) NECESSARY INSURANCE COVERAGE FOR THE CONTRACT PERIOD TO BE TAKEN BY THE AGENCY FOR THEIR WORKMEN AS PER WORKMEN COMPENSATION ACT, & THIRD PARTY LIABILITY WHERE EVER REQUIRED.**
- (vii) The contractor/agency shall be responsible for all injury/death to persons, animals or things, and for all damage to structural and/or decorative part of property which may arise from the operations or neglect of himself or of any Sub-contractor or any of his Sub-Contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of his Contract. This Clause shall be held to include inter-alia, any damage to Building, whether immediately adjacent or otherwise and any damage to roads, streets, footpaths, bridges, or ways as well as all damage caused to the building, and the works forming the subject of this Contract by frost, rain, wind or other inclemency of the weather. The Contractor shall fully indemnify the owner and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of all and any claim made in respect of injury or damage under any acts of Government or otherwise and also in respect of any award of compensation or damages consequent upon such claim.
- (viii) In the event, guarantee period of any newly purchased AC machine is expired, the same machine will be taken under AMC contract from the next day of expiry of guarantee period.
- (ix) The Agency has to take over the machines under the AMC contract, as on where on basis and of any make.

PART - I

SECTION - II

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

1. Scope of the Contract

The scope of the contract shall be to undertake the maintenance work of the following types of AC Machines, Water coolers, Geysers, Stabilizers and Servo Stabilizer installed at various offices of OPTCL for a period of 1 year i.e. 01.01.2022 to 31.12.2022 as follows and may be extended for a further period of 1 year under the same price, terms & conditions of the contract.

(A) PREVENTIVE AND ROUTINE CHECKING :

Servicing, checking & preventive maintenance of all the installed A.C. machines including Stabilizers, Geysers & water coolers for at least once in a quarter or as frequently as required at different locations for satisfactory & smooth performance. Painting of red oxide primer & enamel paint of approved shade to all the metal parts including body & base plate of all the machines should be done for once in a year. The acknowledgment must be received from all concerned occupants in this respect in the Job Card, maintenance register. Photo copies of all such documents must be produced alongwith the bills. Two Nos. of AC Mechanics & 2Nos. of helpers should be present at Electrical maintenance cell, OPTCL to attend the maintenance calls every day, during working hours except weekly off).

The breakdown maintenance work must not affect the schedule of preventive maintenance. In the event of such requirement, the contractor may deploy additional manpower without any addition cost burden on OPTCL.

(B) BREAKDOWN WORKS WITH SUPPLY OF FOLLOWING MATERIALS:

Sl.	Description of work	Machine Type	Unit	Unit Price	Qty. (Apprx.)	Apprx. Amount per Annum (Rs.) Excluding GST
1	Supply of new 1.5 Ton Reciprocating compressor	W/S	Nos.	10400	1	10400
2	Supply of new 2.0 Ton Reciprocating compressor	W/S	Nos.	11600	1	11600
3	Supply of new 1.0 Ton Rotary compressor	W/S	Nos.	5300	1	5300
4	Supply of new 1.5 Ton Rotary compressor	W/S	Nos.	6350	1	6350
5	Supply of new 2.0 Ton Rotary compressor	W/S	Nos.	7950	9	71550
6	Supply of new 1.0 Ton Reciprocating compressor	W/S	Nos.	8500	1	8500
7	Supply of new 1.0 Ton DC compressor of inverter	W/S	Nos.	7500	1	7500

8	Supply of new 1.5 Ton DC compressor of inverter	W/S	Nos.	8500	1	8500
9	Supply of new 2.0 Ton DC compressor of inverter	W/S	Nos.	10500	1	10500
10	Replacement of bearing & bush for outdoor fan motors	W/S	Nos.	350	6	2100
11	Supply of new handset for Split AC (or) Window AC (Remote)	W/S	Nos.	400	1	400
12	Supply of Thermostat for AC machine	W/S	Nos.	160	1	160
13	Supply of new display for window/split AC	W/S	Nos.	1300	1	1300
14	Supply of running capacitor window AC 50 MFD, 36MFD, 45 MFD	W	Nos.	210	1	210
15	Supply of new PCB for window AC machine	W	Nos.	1800	1	1800
16	Repairing of PCB of window AC machine	W	Nos.	1000	1	1000
17	Supply of new bush for indoor motor, Window AC	W	Nos.	185	1	185
18	Reinstallation of Window AC	W	Nos.	650	1	650
19	Supply of new cooling coil for window AC	W	Nos.	4000	1	4000
20	Supply of new condenser for window AC	W	Nos.	3500	1	3500
21	Supply of new fan blade for window AC	W	Nos.	450	1	450
22	Supply of new runner for window AC (Blower)	W	Nos.	400	3	1200
23	New indoor motor for split AC (Blower)	S	Nos.	1500	5	7500
24	Supply of new outdoor motor (fan)	S	Nos.	1500	1	1500
25	Rewinding of outdoor Fan motor	S	Nos.	900	26	23400
26	Supply of running capacitor 50+6, 50+4 (Split AC)	S	Nos.	220	90	19800
27	Supply of standing capacitor for both 80/100	S	Nos.	140	1	140
28	Supply of new fan capacitor 4 MFD, 6 MFD, 2.5 MFD	S	Nos.	45	2	90
29	Supply of new contactor for Split AC	S	Nos.	250	13	3250
30	Repairing of PCB of split AC machine	S	Nos.	500	56	28000
31	Supply of new indoor PCB split AC machine	S	Nos.	1700	21	35700
32	Supply of new cooling coil	S	Nos.	11000	1	11000
33	Supply of new condenser for outdoor unit	S	Nos.	4000	8	32000
34	Supply of new runner for split AC (Blower)	S	Nos.	550	1	550

35	Supply of new drain tray for indoor unit	S	Nos.	450	1	450
36	Supply of new indoor motor for Inverter AC (Blower)	S(Inv.)	Nos.	1400	1	1400
37	Supply of new outdoor motor for Inverter AC (fan)	S(Inv.)	Nos.	2500	1	2500
38	Supply of swing motor for Indoor unit AC machine	S/S(Inv.)	Nos.	300	1	300
39	Supply of new display for Indoor Inverter AC	S(Inv.)	Nos.	500	1	500
40	Supply of new Dead Nut for outdoor machine	S/ S(Inv.)	Nos.	50	1	50
41	Supply of new indoor PCB for split inverter	S(Inv.)	Nos.	4000	1	4000
42	Repairing of indoor PCB for split inverter	S(Inv.)	Nos.	750	1	750
43	Repairing of outdoor PCB for split inverter	S(Inv.)	Nos.	750	1	750
44	Supply of new outdoor motor for Split AC	S(Inv.)	Nos.	2500	1	2500
45	Dismantling, Shifting and reinstallation of all types of AC machines from one building to another including gas charging and transportation charges complete in all respect.	W/S/S(Inv.)	Set	2200	30	66000
46	Supply of outdoor motor stand	S/S(Inv.)	Nos.	750	1	750
47	Supply of outdoor base plate	S/S(Inv.)	Nos.	2500	1	2500
48	Supply of new condenser for outdoor unit Inverter	S(Inv.)	Nos.	4500	1	4500
49	Supply of new relay capacitor	S/S(Inv.)	Nos.	140	1	140
50	Supply of canifoam in the split machine	S/S(Inv.)	Mtrs	40	56	2240
51	Supply of new wrapping tape for binding canifoam	S/S(Inv.)	Nos.	50	1	50
52	Supply of new fan blade for split AC	S/S(Inv.)	Nos.	650	10	6500
53	Supply of new runner for indoor unit for Inverter AC (Blower)	S(Inv.)	Nos.	1000	1	1000
54	Supply of new wall hanging stand for outdoor machine	S/S(Inv.)	Nos.	385	1	385
55	Supply of Bracket for fixing repair unit of split / split (Inv.)	S/S(Inv.)	Nos.	650	1	650
56	Supply of Air filter for indoor unit	S/S(Inv.)	Nos.	200	1	200
57	Supply of Throttle Valve	S/S(Inv.)	Nos.	800	1	800
58	Supply of outdoor PCB for split / split (Inv.)	S/S(Inv.)	Nos.	5200	1	5200
59	Supply of new drain tray for indoor unit inverter	S(Inv.)	Nos.	1050	1	1050
60	Supply of room sensor for indoor PCB of Inverter machine	S(Inv.)	Nos.	250	1	250

61	Supply of new compressor sensor for outdoor PCB of Inverter machine	S(Inv.)	Nos.	600	1	600
62	Supply of new Anchor bolt for Split AC	S/S(Inv.)	Nos.	10	1	10
63	Supply of new Ambient sensor for outdoor PCB inverter	S(Inv.)	Nos.	3100	1	3100
64	Supply of new remote handset for inverter machine	S(Inv.)	Nos.	400	1	400
65	Supply of new compressor for water cooler	W.C.	Nos.	7400	1	7400
66	Supply of new water cooler tap	W.C.	Nos.	400	1	400
67	Supply of new water cooler float valve	W.C.	Nos.	420	1	420
68	New replacement of water cooler motor (fan)	W.C.	Nos.	825	1	825
69	Supply of relay for water cooler	W.C.	Nos.	300	1	300
70	Supply of OLP for water cooler	W.C.	Nos.	200	5	1000
71	Supply of copper pipe 5/8"	W.C/W/S/S (Inv).	Mtrs	350	65	22750
72	Supply of copper pipe 1/2"	W.C/W/S/S (Inv).	Mtrs	295	2	590
73	Supply of copper pipe 1/4"	W.C/W/S/S (Inv).	Mtrs	200	66	13200
74	Supply of copper pipe 3/8"	W.C/W/S/S (Inv).	Mtrs	215	1	215
75	Supply of copper pipe 3 Ton Tower AC	Tower/Cassette	Mtrs	700	1	700
76	Supply of Drain pipe	W.C.	Mtrs	40	84	3360
77	Supply of PVC Drain pipe	W.C.	Mtrs	100	100	10000
78	Supply of electrical card 4.0sq. X 3 core	W.C/W/S/S (Inv).	Mtrs	155	18	2790
79	Supply of electrical card 4.0sq. X 4 core	W.C/W/S/S (Inv).	Mtrs	180	18	3240
80	Supply of electrical card 6.0sq. X 4 core	W.C/W/S/S (Inv).	Mtrs	215	18	3870
81	Supply of Thermostat for storage water heater	W.C.	Nos.	180	5	900
82	Welding & spray painting of water cooler	W.C.	Nos.	1600	1	1600
83	Supply of Single phase protector relay for 3 α	W.C.	Nos.	550	1	550
84	Supply of new flapper for Indoor machine	W/S(Inv.)	Nos.	400	1	400
85	Supply & refilling of new cooling Gas R-22, R-32, R-410 A etc. (cost of refrigerant volume wise)	W/S/S(Inv.)	Nos.	1300	85	110500
86	Supply of new gas charging valve	W/S/S(Inv)	Nos.	250	1	250
87	Supply of new strainer	W/S/S(Inv.)	Nos.	100	1	100
88	Supply of new capillary	W/S/S(Inv.)	Nos.	100	1	100

89	Supply of internal wiring	W/S/S(Inv.)	Nos.	250	12	3000
90	Supply of new 3.0 Ton Rotary compressor (3P)	Cassette/Transformer	Nos.	23000	1	23000
91	Supply of coil for storage water heater	Geyser	Nos.	350	5	1750
92	Supply of OLP for storage water heater	Geyser	Nos.	150	5	750
93	Supply of indicator for water heater (Circuit)	Geyser	Nos.	150	1	150
94	Reinstallation of Geyser	Geyser	Nos.	600	1	600
95	Supply of new transformer in the stabilizer	Stabilizer	Nos.	1800	1	1800
96	Supply of new PCB for stabilizer	Stabilizer	Nos.	350	8	2800
97	Supply of new relay in the stabilizer	Stabilizer	Nos.	240	22	5280
98	Installation, Testing, Commissioning of all types of AC machines both indoor & outdoor complete in all respect.	W/S/S(Inv.)	Nos.	1500	10	15000
	TOTAL					₹6,69,200.00

NB:- Any extra item/items that may be found necessary during the execution of the work and not originally in the schedule of Quantity may be reimbursed based upon the actual production of the original invoice from authorized agency or agency from local market with valid GST registration for dealing with such items by the contractor under due approval & verification of such requirement by Officer concerned.

All the old & carefully dismantled materials are to be returned by transporting them to suitable location as per instruction of Officer-in-charge of Electrical Maintenance Cell, OPTCL. The cost of such transportation and hauling of materials to be borne by the contractors.

2.0 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.

- 2.1 “The owner” shall mean the Sr.General Manager (S&S) for & on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD., Bhubaneswar.
- 2.2 “The Engineer” shall mean the engineer appointed by the Purchaser for the purpose of this contract.
- 2.3 “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.

- 2.4 “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.
- 2.5 “Equipment” shall mean and include all machinery, apparatus, Materials, articles to be dealt under the contract by the owner/Contractor.
- 2.6 “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 etc. but excluding GST at the time of opening of bids & may be revised during the period of contract.
- 2.7 “General Conditions” shall mean these General Terms and Conditions of Contract.
- 2.8 “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.
- 2.9 “Month” shall mean “Calendar month”.
- 2.10 “Writing” shall include any manuscript, type written, printed or other statement re-production in any visible form and whether under seal or under hand.
- 2.11 “F.O.R. Destination Costs” shall mean the cost of equipment and material at the consignee’s stores. The cost is inclusive of GST, other taxes & duties, packing, forwarding and insurance and freight charges etc.
- 2.12 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.
- 2.13 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 equipment under the contract shall be handed over in the manner set out in the Specification or where not set out, to the reasonable satisfaction of the Purchaser’s representative.

4. Deployment of Work Personnel :

A team of authorized service personnel with ID card holders shall be deployed at specified places as mentioned below –

2 (Two) Nos. AC Mechanics, 02(Two) nos. of helpers are required for Annual maintenance of the A.C. machines including Stabilizers, Geysers & water coolers and Servo Stabilizers at different locations of OPTCL Hqrs. Office and Power Training Center, Chandaka.

In case the workmanship of any deployed personnel is found unsatisfactory, the person must be replaced by the contractor in consultation with Officer-in-charge of EM Cell with immediate effect.

Separate complaint registers are to be maintained at Electrical Maintenance Cell, OPTCL Hqrs, for different offices / locations to attend the

complains immediately. The attendance registers for the deployed personnel shall be maintained by the agency / contractor which will be checked regularly by Officer-in-charge, EM Cell, OPTCL, Bhubaneswar.

However, on submission of list of personnel along with their biodata and all other required valid documents for deployment by the successful bidder, Divisional Head of Stores Division, OPTCL, Bhubaneswar shall issue the deployment orders for different locations.

In case the service personnel deployed by the Agency / contractor go on strike, agitation, remain absent, or remain inactive in a manner not conducive to OPTCL's interest, the Agency / contractor shall immediately propose to replace them by suitable personnel. Failure to do so by the Agency / contractor, will invoke penalty clause. The Agency / contractor will also ensure that their personnel are not involved in any type of Union activity, Dharna / Demonstration before any of the Offices of OPTCL.

The Agency / contractor shall ensure that the service personnel observe code of conduct and discipline and should be in proper uniform with ID card during duty period.

The Agency / contractor shall not be allowed to divert the service personnel deployed for annual maintenance work against this contract, to any other site / work undertaken by the Agency / contractor in OPTCL or other organization.

The **Service personnel** deployed should be **polite, cordial and efficient** while handling the assigned work and their actions should promote good will and enhance the image of the OPTCL. The Agency / Contractor shall be **responsible for any act of indiscipline on the part of the Service personnel** provided by it.

The agency shall neither deploy nor withdraw any service personnel at any time without approval of Officer-in-charge, Electrical Maintenance Cell, OPTCL Hqrs., Bhubaneswar. In case of separation of any existing service personnel due to resignation / termination / death or any other reason whatsoever the same needs to be substituted as per eligibility criteria.

5. 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 to rectify the same. The Contractor on receipt of such notification shall either rectify or replace the defective equipment free of cost to the owner. If the Contractor fails to do so, the Purchaser may as its option

Replace or rectify such defective equipment and recover the extra costs so involved from the Contractor with additional fifteen percentage (15%) of such extra cost as penalty.

Terminate the contract for balance work/supplies, with enforcement of penalty Clause as per contract for the un-delivered service/goods and with forfeiture of performance Guarantee/ Composite Bank Guarantee.

Acquire the defective equipment/materials at reduced price, considered equitable under the circumstances.

6. Experience of Bidders :

The bidders should furnish information regarding experience particularly on the following points:-

- i) Name of the Agency.
- ii) Standing of the firm as repairer of the equipment covered under the work.
- iii) Description of works / supplies similar to the quoted, supplied and executed during the last four years with the name(s) of the party(s) to whom services/supplies were made
- iv) Details as to where services/supplies were made
- v) Repairing & testing facilities available with Contractor for maintenance work not possible at site
- vi) If the contractor is having collaboration with any other firm(s) for such work, details regarding the same.
- vii) A list of Purchase orders executed during the last four years along with user's certificates.
- viii) Capacity & capability through certificate(s) authenticating as a servicing /repairing agency by manufacture of equipment.

7. 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.

8. 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 order quantity. It may be clearly understood by the Tenderer that the Purchaser need not, assign any reason for the above action(s).

9. Contractor to inform himself fully

The Contractor shall examine the instructions to Tenderers, General Conditions of contract, Specification and the Schedules of Quantity and execution of work 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

mis-interpretation or incorrect information gathered by the Contractor unless such mis-interpretation of any clauses depicted here in.

10 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.

11. Completion period:

- (a) Time being the essence of the contract, the schedule of preventive maintenance & breakdown maintenance work with supply of spares shall be completed within the time to be specified in the award of contract.
- (b) The desired completion period shall not ordinarily exceed more than 1 day beyond schedule without any reasonable constraint in doing so.

12. Contractor's Default Liability.

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/completion of repair 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, &/ or,
- (b) If in the judgment of the Purchaser, the Contractor fails to comply with any of the provisions of this contract.

13. PROTECTION OF WORKMEN

The Agency / contractor shall be liable for payment of compensation, if any under Workmen Compensation Act on account of the workmen employed by the agencies for the said contract period.

The successful bidder shall have to comply with provisions of all applicable Acts, Rules and Regulations (such as The Minimum wages Act, 1948, The Employees Provident Funds & Miscellaneous Provisions Act, 1952 & The Employees Pension Act, 1948 etc.) as applicable to their employees from time to time. OPTCL is in no way responsible to this effect.

The Agency / contractor shall be solely and exclusively responsible for engaging or deploying personnel for aforesaid Annual maintenance work. All personnel engaged by the contractor shall be on its pay roll and be paid by them. The company will have no liability what so ever concerning the employees of the Agency. The Agency shall indemnify OPTCL against all loss or damage arising out of or in

the course of his employing persons or out of his relations with his employees. The Agency shall make regular and full payment of all wages and allowances to its employees. The Agency shall be directly responsible for any disputes arising between it and its employees and keep the Officer-in-Charge, Electrical Maintenance Cell, OPTCL Hqrs., Bhubaneswar indemnified against losses, damages or claims arising thereof including any workmen's compensation etc.

In case of non-fulfillment of any obligations under the contract or law, the Officer-in-Charge reserves the right to withhold payments due to the Agency.

14. Indemnity Bond:

OPTCL shall not be liable for any compensation whatsoever in the case of accident/death/injury to the service personnel employed by the agency/contractor. Agency shall pay all claims/compensation/damages/penalty/fine or any amount payable to the individual/authorities payable due to accident/death/injury to the service person employed by the agency and shall indemnify OPTCL for any liability to pay under any applicable acts or rules.

The successful bidder should indemnify OPTCL against any losses, damage to OPTCL properties and employees or claims arising thereof by producing an Indemnity bond in a non-judicial stamp paper amounting Rs.100/- (Rupees One hundred only) as per Annexure-V, within 15 (fifteen) days from the date of issue of Work order.

15. OTHER TERMS & CONDITIONS :

- i) For all intents and purposes, the Agency / Contractor shall be the "Employer" within the meaning of different Rules & Acts in respect of Service personnel so deployed. The persons deployed by the Agency Contractor shall not have any claim whatsoever like employer and employee relationship against the Authority of OPTCL.
- ii) Agency / Contractor shall not claim OPTCL for any extra amount paid by him to its deployed service personnel with respect to pay, perks and other facilities in excess to the estimated Labour Component in SOQ Part A, subjected time to time alteration as per minimum wage act for contract labour & VDA component there on. .
- iii) In case of **termination** of this **Contract** on its expiry or otherwise, the

Service personnel deployed by the **Agency / Contractor** shall **not be entitled to and shall have no claim** for any **absorption** in regular or other capacity.

16. STATUTORY LAWS:

The Agency shall comply with all relevant Rules / Regulations & Acts applicable at present and may be enforced from time to time.

The Agency will comply all statutory compliances in relation to the entire period of contract.

17. 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.

18. Guarantee Period:

The work/materials covered under the contract should be guaranteed for satisfactory operation, against bad design, materials and workmanship for the period of 12Months from the date of such execution/replacement. Any defect if noticed during this period shall be rectified / replaced by you free of cost provided such defects are due to bad design, manufacturing practice, workmanship or materials used, upon written notice from the purchaser.

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

- i) The successful bidder has to submit a composite Bank Guarantee for 3% of the amount as per the ordered value per year in favour of General Manager (S&S), OPTCL, Bhubaneswar & valid for a period of 26 months from the date of award of workorder. The same should be strictly as per the Proforma enclosed herewith.
- ii) No interest is payable on any kind of Bank Guarantee. The BG should accompanied by a confirmation letter from the concerned bank and should provision for encashment at Bhubaneswar, before the BG is accepted & all concerned intimated. The BG should be re-validated as & when intimated to you to cover the entire guarantee period
- iii) 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.
- iv) 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 under written consent for the same from the contractor.

Annexure – XI –enclosed to the Specification may be referred to for details regarding security Deposit, Payment and Performance Guarantee.

20. Terms of Payment.

100% payment shall be made within 30 days on quarterly basis only after completion of such service period satisfactory subject to approval of Guarantee Certificates by the purchaser and furnishing of Composite Bank Guarantee as required under Clause – 19 (i) of this Specification and approval thereof. The payment will be made from DDO, EHT Stores Division, OPTCL, Bhubaneswar, under due verification of claims by verifying authority to be mentioned in the contract.

21. EPF & ESI :

It is the responsibility of the firm / contractor to deposit EPF and ESI (as per prevailing Acts) of the personnel deployed for Annual maintenance work of AC machines, Stabilizers, water coolers, geysers and servo stabilizers under OPTCL by the contractor. The Xerox copy of proof of deposit towards EPF & ESI for each deployed personnel pertaining to the previous month must be submitted along with the bills for verification & release of payment. The health card from ESI must be issued to all deployed personnel by the contractor within three months of issue of the work order.

Liability for Workman's compensation if any shall be borne by the contractor and OPTCL shall not have any liability what-so-ever in this regard.

22. CONTRACT LABOUR ACT :

The Contractor shall be responsible to register themselves under the Contract Labour (Regulation and Abolition) Act & rules there under and must comply with and carry out all the provisions and obligations under the said Act and Rules. The contractor has to indemnify the purchaser against any penalties claims etc, arising from any default on their part.

23. Wages & Bonus:

All the personnel provided by the agency / contractor for Annual maintenance work of AC machines, Stabilizers, water coolers, geysers and servo stabilizers under OPTCL must be paid wages as per minimum wages rules of Govt. of Odisha, by the agency / contractor. Any enhancement in the wages/VDA by Govt. of Odisha, will be borne by the OPTCL.

The **Bonus** at admissible rate must be paid to all deployed personnel by the contractor once in a year as per Payment of Bonus Act, 1965 and rules made there under which shall subsequently be paid to the contractor by OPTCL.

24. National Holidays:

- a. Every service personnel employed by the agency/contractor shall be entitled to avail 4 National holidays with wages falling on 26th January, 1st May, 15th August & 2nd October.
- b. A service person deployed by the Agency / Contractor would be entitled to the above National Holidays if he has put at least 15 days of work during the calendar year and has been on roll at least one day prior to the National Holiday.

25. Leave wages:

Payment of Leave wages including National Holidays should be made to service personnel by the Agency / contractor @8.55% of monthly wages and the same shall be paid to the Agency / contractor by OPTCL.

26. Uniforms, Identity Card and PPEs:

- i) Good looking uniforms (2 pairs per year) with Identity card, must be provided by the contractor to all it's deployed personnel for easy identification.
- ii) Personal Protective Equipment (PPE) such as safety boot, safety helmet, hand gloves & tool bag etc. must be provided by the contractor to all deployed personnel for safety aspect in electrical maintenance work.

Payment shall be made @ Rs.3,000.00 (Rupees three thousand) only per person per annum towards cost of **Uniforms, Identity Card and PPEs** to the agency / contractor by **OPTCL** during the contract period. Payment in this effect shall be released by the DDO, EHT Stores division, OPTCL, BBSR annually during contract period on submission of Bill.

27. Tools & Plants (T&Ps) :

All the tools and plants (T&Ps) including refrigerant leakage detector required for Annual maintenance work of AC machines, Stabilizers, water coolers, geysers and servo stabilizers under OPTCL during contract period must be provided by the Agency / contractor.

Payment shall be made @ Rs.4,717.00 in lump sum per annum by **OPTCL** to the Agency / Contractor towards charges of **T&Ps** during the contract period.

28. Cost Reduction for Delay in Completion of Contract.

If the Contractor fails to repair the equipment within the completion schedule specified in the contract including time extension, if any, granted thereto, the Purchaser shall recover from the Contractor towards Cost Reduction for a sum of one half of one percent (0.5 per cent) of the Ex-works price of the total contract value for each calendar week of delay or any part thereof. For this purpose the date of receipted complain shall be reckoned as the date of repair. The total amount of Cost Reduction shall not exceed five per cent (5%) of the total contract price of the unit or units so delayed.

29. 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).

30. GST, Balance sheet and Profit & Loss Account.

(i) GST and Income Tax clearance certificates valid upto the date of opening of Tender, should be enclosed with tender.

Balance sheet and profit and loss account of the bidder duly certified by the Chartered Accountant for the previous 3 years should be enclosed to assess the financial soundness.

31. 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.

32. Validity.

Prices and conditions contained in the offer should be kept valid for a period of 120 days from the date of opening of the tender, failing which, the tender shall be rejected. Initially Successful bidder will work for a period of One year i.e. from 01.01.2022 to 31.12.2022, which may be extended for further period of 1 year under the same price, terms & condition of the contract.

33. Evaluation & Comparison of Bids.

The bidders will quote the amount of service charges per month taking into consideration of the wages including VDA, leave salary, ESI, EPF, as applicable from time to time. Such quoted amount must also include the service charge & profit of the bidder in successful execution of the contract without any hindrances.

While bidding, bidders must quote the monthly service charges in Part-A of SOP, item wise price in Part-B of the SOP and Comprehensive AMC Price per Annum for Part-C. Thus the AMC Charges per annum for the entire contract will be automatically calculated by the system. Such bid price by eligible bidders will be compared to establish lowest bidding price of reference to be considered for e-RA. After the execution of Reverse Auction, the ultimate lowest bid and corresponding bidder will be selected as successful bidder.

After deduction of fixed labour component as per SOP, Part-A from such derived lowest bid after e-RA, percentage of variation of lowest bid will be calculated considering initial bid price of the said successful bidder as reference. Such percentage of reduction as above, will be reflected against all variable components of bid to set item wise price such as service charge towards labour component of the AMC work, charges towards supply & installation of spares as per part-B of Schedule of Price (SOP) and Part C of Schedule of Price.

34. e-Reverse Auction shall be resorted to the tender as follows.

STRATEGY FOR E-REVERSE AUCTION	
1	Bidders are required to go through the guide lines given below and submit their acceptance to the same.
2	e-Reverse Auction (RA) will be conducted in e-tender portal of OPTCL on specified date and time, while bidders shall quote from their own offices/places of their choice. Internet connectivity shall be ensured by the respective agencies/bidders themselves.

3	Demonstration/ training (if not trained earlier) of bidder's nominated person(s), shall be done by KEONICS to explain all the rules related to e-Reverse Auction/ Business Rule document to be adopted.
4	The strategy to be used for reverse auction shall be "DYNAMIC TEMPLATE BIDDING"
Procedure for electronic Reverse Auctioning (e-RA):	
5	<p>a. The e-RA shall be conducted on www.tenderwizard.com/OPTCL only.</p> <p>b. Bidder has to submit letter towards agreement to the Process related Terms & Conditions for e-Reverse Auction, as per (Reverse Auction Process Compliance Form at Annexure-IA). In non-receipt of the same, vendors will not be allowed to participate in e-RA.</p> <p>c. e-RA shall be carried out after opening of Price bids and completion of Price bid evaluation, which will be intimated only to the techno-commercially qualified bidders by OPTCL as per procedure given below.</p> <p>d. OPTCL reserves the right to conduct e-RA and it is obligatory on part of bidder(s) invited to participate in e-RA process once they have responded to the techno-commercial bid.</p>
6	<p>Prior intimation/ Notice for RA invitation will be given to techno-commercially qualified bidders regarding the date & time of opening of the e-RA.</p> <p>The start bid price (SBP) for e-Reverse Auction of each bidder under a particular package shall be the L1 evaluated price for the subject package including Taxes & Duties for the total scope for subject Package. Taking the above discovered L1 price as the upper limit e-RA will be conducted to determine the lowest possible price.</p> <p>Reverse Auction will be conducted amongst first 50% of the technically qualified bidders arranged in order of prices from lowest to highest, as L1, L2,L3-----Ln, and L1 price will be discovered. Minimum of 3 bidders shall be eligible for e RA. (eg. If 4 bidders are financially evaluated then the L1, L2 and L3 bidders shall be eligible for e-RA). Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L1 to L4).</p> <p>However, in case only two bidders are found to be responsive, e-RA would be carried out with both the parties without any elimination. However, OPTCL reserves the right to invite the evaluated L1 bidder for negotiation without conducting the e-RA.</p> <p>In case of price submitted by any bidder is found to be abnormal, OPTCL reserves the right to reject the bid of the bidder(s) .</p> <p>Rank of bidders would be displayed as per the total cost to OPTCL, i.e including Taxes and Duties payable by OPTCL as per the provisions of the bidding document & after e-RA process is over.</p>
7	<p>Names of bidders/ vendors shall not be disclosed during the e-RA process. Names of bidders/ vendors shall be anonymously masked in the e-RA process.</p> <p>(i) In case of RA, start/ reference price and step value of decrement shall be indicated to the bidders at the start of the auction. Any participating bidder can bid one or multiple step decrement lower than the prevailing lowest bid at that time. The Bidder shall be able to view Bid Start Price, Bid Decrement Value, Prevailing Lowest Bid value, last Bid Placed by him and time left for bidding.</p>

	<p>(ii) The step value of decrement in a package to be offered by bidder (the minimum amount of reduction in the total bid price including all taxes & duties during auction) , shall be kept at 0.15% of L1 bidder's final evaluated price (or) at approved amount as decided by OPTCL.</p> <p>(iii) Bidders can only quote any value lower than their previous quoted price. However, at no stage, increase in Price will be permissible.</p> <p>(iv) At any point during Reverse Auction, bidding Price field (Total price) shall remain enabled for the bidders. The total reverse auction period will be for one twenty (120) minutes. The initial auction period (1st slot) will be of thirty (30) minutes with provision of auto extension by (10) ten minutes from the schedule/ extended closing time, if any fresh lower bid is received in last ten minutes of initial auction period or extended auction period. Total/ maximum number of auto extension will be for 9 (nine) times after the 1st slot. After end of 120 minutes, the reverse auction process shall get closed automatically without any extension.</p> <p>(v) However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the period of e-reverse auction to avoid complication related with internet connectivity, network problem, system crash down, power failure etc.</p>
8	<p>After conclusion of e-Reverse Auction i.e (Closing Price in Reverse Auction will be taken as offered price by the L1 bidder), decrease in price of individual head of the template shall be considered proportionately on all individual line items of the respective head of the price schedule of the successful L1 bidder .</p> <p>Any bid received at the tender wizard server end subsequent to closure of the e-RA shall be summarily rejected and shall not be considered as a valid bid under whatsoever circumstances. For this purpose, tender wizard server log shall prevail.</p> <p>The bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other bidders.</p> <p>During Reverse Auction, If no bid is received within the specified time, OPTCL, at its discretion, may decide to close the reverse auction process/ proceed with conventional mode of tendering [Evaluation of Part-II (price bid) submitted by bidders earlier].</p>
9	<p>Consequent upon completion of e-Reverse Auction, OPTCL's decision on award of contract shall be final and binding on the bidders.</p> <p>OPTCL shall be at liberty to call the L1 bidder for further process/ negotiation and also at liberty to cancel the e-reverse auction process/ re-tender at any time, without assigning any reason thereof. OPTCL can decide to reschedule or cancel any reverse auction: the bidders shall be informed accordingly.</p> <p>OPTCL/ Service Provider shall not have any liability to bidders for any interruption or delay in access to the e-Tender site/ Reverse Auction link irrespective of the cause.</p>

35. Minimum Qualification Criteria of Bidders.

All the prospective bidders are requested to note that their bids can only be considered for evaluation if they had worked successfully at least two years on similar nature of AMC work of equivalent value/quantity in the past from Govt./Public Sector undertaking.

36. 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.

37. Correspondences.

- i) Any notice to the Contractor under the terms of the contract shall be served by 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.

38. Official Address of the Parties to the Contract.

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

- (i) **Purchaser:** Sr.General Manager (S&S)
ODISHA POWER TRANSMISSION CORPORATION LTD,
Bhubaneswar-751022. Telephone No. 0674-2547185, FAX NO.
0674-2541106
email: sto.cle.bbs@optcl.co.in
- (ii) **Agency/Contractor:**
Address:
Telephone No.
FAX No.
Email:-

39. Outright Rejection of Tenders.

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

- [i] The tenderer shall submit the bid in electronic mode only and shall submit the tender cost on or before the scheduled date and time of opening of bid.
- [ii] The Tender shall not be submitted telegraphically or by FAX or drop box format.
- [iii] The prescribed EMD Declaration shall be submitted on or before the scheduled date and time of opening of bid.
- [iv] The tenderer must have experience on similar nature of AMC work in the past for at least 02 (Two) years from Govt./Public Sector undertaking.
- [v] The Tender shall be submitted in single part as specified.

- [vi] The schedule of prices should be filled up item wise (Excepting the fixed component of labour cost as indicated in SOQ-Part-A) to indicate the break-up of the prices including taxes and duties. Incomplete submission of this schedule will make the tender liable for rejection.
- [vii] The tenderer should quote 'FIRM' price only .
- [viii] The firm having valid registration with ELBO, MV license & GST Registration dealing with criteria such as supply of relevant Goods and its services will be considered as eligibility for the contract.
- [ix] The firm must have valid registration with PAN & submit copy of last IT return.
- [x] The bidder must not have filed any legal suit against this organization.

40. 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 consent from the Tenderer.

41. Scheme/Projects.

The works covered in this Specification shall come under Sr. General Manager (S&S) within O & M budget of General Manager (S), OPTCL .

SECTION - III

(LIST OF ANNEXURES)

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

i)	Declaration Form	ANNEXURE-I
ii)	Reverse Auction Process Compliance Form	ANNEXURE-IA
iii)	Abstract of Terms & Conditions to accompany Section – II of Part – I	ANNEXURE-II
iv)	Schedule of prices to accompany Part – II	ANNEXURE-III
v)	Bank Guarantee Form for Performance Guarantee.	ANNEXURE-IV
vi)	Litigation History	ANNEXURE-V

SECTION-IV

(TECHNICAL SPECIFICATION)

LIST OF APPROVED MAKE OF THE ELECTRICAL ITEMS TO BE USED

Sl. No.	Description of Item	Make
1.	1.5T / 2.0T Reciprocating New Compressor	Kirloskar / Techohms/ Carrier or any other make of repute
2.	Running & Starting Capacitor	Sarada/ Universal or any other make of repute
3.	Voltmeter / Ammeter	AE/ EMCO or any other make of repute
4.	MCB, RCCB	Legrand/L&T/C&S

Note : Wherever the make of the material has not been mentioned either in the above list or in the schedule, the same shall conform to the relevant BIS Specification and such material should be got approved by the concerned Engineer-in-charge before it is utilised in the work.

DECLARATION FORM

To

The Sr. General Manager (S&S)
OPTCL Head Qrs.BBSR,751022

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 attached contract schedule of prices in the Tender.
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 *cash/money order/D.D./ remitting the cost of tender, herewith and this has been acknowledged by your letter/ money 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 ORISSA POWER TRANSMISSION CORPORATION LTD., and for the sum as applicable to *me/us as per clause-19 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.

Bid Security Declaration

*I/We further declare that, we will not modify/withdraw the bid after opening of techno-commercial bid(i.e. part-I bid) during its validity period and in such an event we agree that OPTCL would be free to debar us from participating in the tenders floated by OPTCL for a period of three years .

Signed this _____ day of _____ 2021
Yours faithfully

Signature of the Tenderer with seal of the
company

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

* (Strikeout whichever is not applicable).

(Reverse Auction Process Compliance Form) (Annexure-IA)

(To be submitted on letter head of the bidding company with sign and
stamp and along with Technical bid)

To,

SR.GM (S&S), OPTCL

Bhubaneswar-751010, Odisha

Sub: Agreement to the Process related Terms & Conditions for e-Reverse
Auction.

Dear Sir,

This letter is to confirm that:

- The undersigned is authorized representative of the company.
- We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in your tender and confirm our agreement to that.
- We also confirm that we have gone through the auction manual and have understood the functionality of the same thoroughly.
- We, hereby, confirm that we will honour the Bids placed by us during the tendering/ e- Reverse auction process as called as e-RA.
- We also confirm that we will accept our Rank / Position that will be displayed when the Bidding Time for the Online Reverse Auction is over.

With regards,

Signature with Designation with company seal Name & Address

Person having power of attorney for the subject package.

ANNEXURE-II

ABSTRACT OF TERMS & CONDITION TO ACCOMPANY SECTION-II

(To be filled up by the tenderer as indicated in the excel sheet)

ANNEXURE-III

SCHEDULE OF PRICES

(To be filled up by the tenderer as indicated in the excel sheet)

NB: -

1. **The tenderer should fill up the price schedule properly in Excel file in e-tender mode.** The tender will be rejected, if the price bid is not submitted in accordance with the price schedule. No post tender correspondence will be entertained on break-up of prices.

2. The Tenderer shall give an undertaking in part-I of the bid that, entire implication of lower Tax and Input Tax Credit benefit have been fully passed on to the purchaser as per anti-profiteering and other provisions under GST Laws while quoting the tender price.

3. Conditional offers will not be acceptable.

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. _____ Dist. _____ State _____.

1. WHEREAS the ODISHA POWER TRANSMISSION CORPORATION LTD a body corporate constituted under the Electricity (Supply) Act, 1948 (hereinafter called "the OPTCL") has placed orders No. _____ date _____ (hereinafter called "The Agreement") on M/s _____ (hereinafter called "The Contractor") for supply of materials.

AND WHEREAS the Contractor has agreed to supply materials to the OPTCL in terms of the said agreement, 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 the value of 10% (Ten percent)/8.5%(Eight & Half percent) of the contract price of the said agreement.

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 agreement as aforesaid, we the _____ (Bank) (hereinafter referred to as 'the Bank') do hereby undertake to pay the OPTCL an amount not exceeding `.._____ (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(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 Contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the Contractor's failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due any payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding `.._____ (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(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 Contractor(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 affect 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 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 Contractor(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 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(s) 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 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 Contractor(s).

7. We, (_____ Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the OPTCL in writing.
Date at _____ the _____ Day of _____
_____ Two thousand _____

8. We the _____ Bank further agree that this guarantee shall also be invocable at our place of business at Bhubaneswar branch (Indicate the name of the branch) in the state of Odisha.

9. Not With Standing Clause:

1. Our liability under the Bank Guarantee is restricted to `.....
2. this Bank Guarantee shall be valid upto.....
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us at Bhubaneswar branch (Indicate the detail address of the branch) a written claim or demand or before.)

Dated the _____ Date of _____

Witness :(With signature, name & address)

- 1.
- 2.

For _____
(Indicate the name of Bank)

ANNEXURE – V

LITIGATION HISTORY

Name of the Bidder:

Bidder should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

Year.	Award for or against bidder	Name of client, cause of litigation and matter in dispute	Disputed amount (current value in Rs.)

Place: -

Date

Signature of Tenderer:

Name, Designation, Seal

PART – II PRICE BID

1. PRICE:

(i) Bidders are required to quote their price(s) for goods offered indicating they are 'FIRM'

(ii) The prices quoted shall be FOR Destination only at the consignee's site/store inclusive of packing, forwarding, Freight & Insurance. In addition, the break-up of FOR Destination price shall be given as per schedule of Prices in Annexure-III of Section – III. The Bidders has to certify in the price bid that any implication of lower Tax and Input Tax Credit benefit as per anti-profiteering and other provisions under GST Laws, have been fully passed on to the Purchaser, while quoting the tender prices.

2. INSURANCE:

Insurance of materials/equipment, covered by the Specification should normally be done by the Suppliers with their own Insurance Company unless otherwise stated. The responsibility of delivery of the materials/equipment at destination stores/site 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 equipment/materials damaged or lost which will be reported by the Consignee within 30 days of receipt of the equipment/materials at Destination without awaiting for the settlement of their claims with the carriers and underwriters.

3. CERTIFICATE FOR EXEMPTION FROM GOODS AND SERVICES TAX:

Offers with exemption from Goods and Services Tax shall be accompanied with authenticated proof of such exemption. Authenticated proof for this clause shall mean Photostat copy of exemption certificates, attested by Gazetted Officers of State or Central Government.

4. PROPER FILLING UP OF THE PRICE SCHEDULE:

The Bidders should fill up the price schedule in the prescribed SOP properly and in full. The tender may be rejected if the schedule of price is submitted in incomplete form. All the blue colour cells in the SOP should be filled in by the bidders for acceptance of the bid. No Cell should be left blank.

5. NATURE OF PRICE INDICATED IN SPECIFICATION SHALL BE FINAL.

The nature of price indicated in the Clause-12, Section – I of PART –I of the Specification shall be final and binding.

