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ODISHA POWER TRANSMISSION CORPORATION LTD.

(A Government of Odisha Undertaking)

REGD. OFFICE: JANPATH, BHUBANESWAR – 751 022,

OFFICE OF THE GENERAL MANAGER, (Elect)

EHT (O&M) CIRCLE: CHAINPAL, AT/PO: CHAINPAL COLONY,

PIN-759104, and DIST: ANGUL (ODISHA)

CIN: U40102OR2004SGC007553 /GTIN: 21AAACO7873L1Z6

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

e-TENDER SPECIFICATION NO. CHP-14/2018-2019

FOR

SUPPLY OF FIRE EXTINGUISHERS FOR DIFFERENT GRID S/S UNDER EHT (O&M)

DIVISION CHAINPAL & DHENKANAL

PART-I

SECTION-I: INSTRUCTION TO BIDDERS.

SECTION-II: GENERAL CONDITIONS OF CONTRACT

SECTION-III: LIST OF ANNEXURES

SECTION-IV: TECHNICAL SPECIFICATIONS & OTHER DATA SHEET

PART II

PRICE BID CUM TECHNO COMMERCIAL BID (IN EXCEL FORMAT)

Request for online tender documents: From dt- 13.08.2018 (10.00 Hrs) to dt-27.08.2018 (12.30 Hrs)

Issue of online tender documents: From dt- 13.08.2018 (10.01 Hrs) to dt-27.08.2018 (12.31 Hrs)

(Bid sheets)

Last date of submission of online tender: Up to dt-27.08.2018 (17.00 Hrs)

Date of opening of Price Bid: On dt- 28.08.2018 (11.30 Hrs)

TELEPHONES / CONTACTS

1. General Manager: 9438907859
2. TA to General Manager: 9438907324

NOTE: -

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

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ODISHA POWER TRANSMISSION CORPORATION LTD.

(A Government of ODISHA Under Taking)

Regd. Office: Janpath, Bhubaneswar-751022, Odisha

OFFICE OF THE GENERAL MANAGER: ELECT.

EHT (O&M) CIRCLE: CHAINPAL, AT/PO: CHAINPAL COLONY,
DIST: ANGUL (ODISHA), Pin-759104, Email-ehm.cle.chp@optcl.co.in

CIN:U40102OR2004SGC007553/ GTIN:21AAACO7873L1Z6

e-TENDER NOTICE NO. CHP-14 / 2018-19

NOTICE INVITING TENDER

For and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD, General Manager, EHT (O&M) Circle, Chainpal invites Tenders from reputed bidders fulfilling the eligibility criteria and registered in the central excise department and must possess valid goods & service tax registration certificate, for the work of “**Supply of Fire Extinguishers for different Grid S/S under EHT (O&M) Division, Chainpal & Dhenkanal**”. The interested bidders would be required to enroll themselves on the tender portal www.tenderwizard.com/OPTCL. Complete set of bidding documents shall be available at www.tenderwizard.com/OPTCL from **13.08.2018 (10.00 Hrs) up to 27.08.2018 (12.30 Hrs)**. Interested bidders may visit OPTCL’s official web site <http://www.optcl.co.in> and www.tenderwizard.com/OPTCL for detail specification.

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

The above Tender is a Single part bidding system in e-tendering mode only as per the following details.

Tender Specification No: CHP-14/2018-19

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(Bid sheets)

Last date of submission of online tender: Up to dt-27.08.2018 (17.00 Hrs)

Date of opening of Bid: On dt- 28.08.2018 (11.30 Hrs)

Cost of Tender Spec Document : Rs.6000/ + Rs720/- (GST@12%)= Rs 6,720/-

Earnest Money Deposit: Rs.16878.00/- (Rupees Sixteen Thousand Eight Hundred Seventy Eight)

Tender Processing Fee: Rs. 1992.00/- [1687.80+ 303.80(GST @ 18%)]
(Rupees One Thousand Nine Hundred Ninety Two)

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

ELIGIBILITY FOR SUBMISSION OF BIDS:-

Bidders should not have any legal suit against OPTCL / GRIDCO Ltd / SLDC are only eligible for submission of Bids. Firms banned / blacklisted for business dealings by any organization are not eligible to participate in the tender. Participation in the tender by suppression of the above facts shall invite penal action, whenever detected.

The bidders must have in possession of following qualifications for participation in tender:-

- 1. Manufacturer/Authorized dealer.**
- 2. GST Registration Certificate.**
- 3. Permanent Account Number (PAN) issued by Income Tax Department.**
- 4. Past Experience for supply of similar type of Fire Extinguishers to Any State/Central Govt. or PSU organization.**

The bidders can view the tender documents from website free of cost. The bidders who want to participate in the tender shall have to pay **Rs.6720/- (Rupees Six thousand seven hundred and twenty only) non refundable** including GST @ 12%) towards the cost of tender document, in the form of Demand draft only, drawn in favour of **EHT (O&M) Circle Chainpal, Payble at UCO Bank, TTPS Branch** (In case the D.D made from any other nationalized bank payable at any clearing branch at Talcher/Angul will be allowed, But the bidders have to deposit the collection fee (Bank transaction fee) along with the paper cost. The collection fee & Paper cost is Nonrefundable) and the same is to be submitted to the office of the undersigned on or before the last date & time of Opening of tender.

*** NSIC/MSME certificate holders may allow free of paper cost but 50% of EMD value have to deposit. The Firm has to submit the document proof regarding NSIC/MSME firm along with the DD of EMD to this office before opening of Tender for availing the benefit as per Govt. norm, else bid will be rejected.**

The bidders shall have to submit a non refundable amount of Rs 1992/- (Rupees One Thousand Nine Hundred Ninety Two) only towards the tender processing fee through e-payment gate way.

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

The payment acknowledgement slip submitted along with the EMD & tender cost at the office of the undersigned on or before the last date & time of Opening of tender.

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

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

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

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

PART-I
SECTION-I
INSTRUCTIONS TO BIDDER

1. Submission of Bids: -

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

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

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

2. Manufacturers/ Dealers/ Bidders / Suppliers are requested to follow the below steps for Registration:
 - a. Click “Register”, fill the online registration form.
 - b. Pay the amount of **mentioned in website** through **E-payment gateway**.
 - c. This registration is valid for one year.
 - d. Send the acknowledgment copy for verification.
 - e. As soon as the verification is being done the e-tender user id will be enabled.
3. After viewing Tender Notification, if bidder intends to participate in tender, he has to use his e-tendering User Id and Password which has been received after registration and acquisition of DSCs.
4. If any Bidder wants to participate in the tender he will have to follow the instructions given below:
 - a. Insert the PKI (which consist of your Digital Signature Certificate – Class 3) in your System. (Note: Make sure that necessary software of PKI be installed in your system).
 - b. Click / Double Click to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer).
 - c. Go to Start > Programs > Internet Explorer.
 - d. Type www.tenderwizard.com/OPTCL in the address bar, to access the Login Screen.
 - e. Enter e-tender User Id and Password, click on “Go”.
 - f. Click on “Click here to login” for selecting the Digital Signature Certificate.
 - Select the Certificate and enter DSC Password.
 - Re-enter the e-Procurement User Id Password
5. To make a request for Tender Document, Bidders will have to follow below mentioned steps.
 - a) Click “Un Applied” to view / apply for new tenders.
 - b) Click on Request icon for online request.

- c) Enter the required fields including details of D.D for tender Processing fee.
6. After making the request Bidders will receive the Bid Documents which can be checked and downloaded by following the below steps:
 - a) Click to view the tender documents which are received by the user.
 - b) Tender document screen appears.
 - c) 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.
 - a) Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not.
 - b) Note down / take a print of bid control number once it displayed on the screen
8. Tender Opening event can be viewed online.
9. Competitors bid sheets are available in the website for all.
10. **For any e-tendering assistant contact help desk number mentioned below.**
 - **Bangalore – 080- 40482000.**
 - **Mr. Satamanyu – mob: 09937140591**

2. Division of Specification.

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

Part-I Consists of

- | | |
|--------------|--------------------------------|
| SECTION-I- | INSTRUCTION TO BIDDERS. |
| SECTION-II- | GENERAL CONDITIONS OF CONTRACT |
| SECTION-III- | LIST OF ANNEXURE |
| SECTION-IV- | TECHNICAL SPECIFICATION. |

Part-II Consists of

- 1) PRICEBID

The Bidders are required to submit the tenders in single parts viz. (Price bid).

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 orders for lesser quantity with full freedom to place extension orders for further quantity under similar terms and conditions of the original orders. Orders may also be split among more than one bidder for any particular item, if considered necessary in the interest of the Purchaser to get the goods/equipment earlier.

4. 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

5. Mode of submission of Tenders.

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

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

6. Earnest money deposit:

The tender shall be accompanied by Earnest Money deposit of value specified in the notice inviting tenders against each bid. Tenders without the required EMD will be rejected out rightly. The earnest money deposit shall be furnished in shape of **Bank Draft (Only)**:-To be drawn in favour of **EHT (O&M) Circle, OPTCL, Chainpal, Payble at UCO Bank, TTPS Branch** *(In case the D.D made from any other nationalized bank payable at any clearing branch at Talcher/Angul will be allowed, But the bidders have to deposit the collection fee (Bank transaction fee) along with the emd. The collection fee is Non-refundable)*

NOTE:-

- a) No adjustment towards EMD shall be permitted against any outstanding amount with the **ODISHA POWER TRANSMISSION CORPORATION LTD.**
- b) In the case of un-successful bidder, the EMD will be refunded on written request without any interest after the tender is decided. In the case of successful Bidder, this will be refunded only after furnishing of the security money.
- c) Suits, if any, arising out of this clause shall be filed in a Court of law to which the jurisdiction of High Court of ODISHA extends.
- d) EMD will be forfeited if the bidder fails to accept the letter of intent and /or purchase order issued in his favour or to execute the order, placed on them.
- e) Tenders not accompanied by Earnest Money shall be disqualified.
- f) EMD carries no interest.
- g) **The EMD not claimed for refund within a period of one year from the date of issue of Purchase/ Work orders and the Security Deposit not claimed for refund within a period of three years after completion of contract, will be forfeited.**

7. Validity of the Bids: -

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

8. PRICE: -

The bidders are advised to quote their rate as per the price schedule and shall remain firm inclusive of all taxes & duties, labour charges etc. within the validity of the tender

9. Bidders to be fully conversant with the clauses of the Specification:

Bidders 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 bidder may seek clarification in writing from the **GM EHT (O&M) Circle, Chainpal**. This however does not entitle the Bidder to ask for time beyond due date, fixed for receipt of tender.

10. Documents to Accompany Bids.

- a) Bidders are required to submit tenders in the following manner:
- b) Declaration Form as per **Annexure-I** (duly signed) to be uploaded in ***.pdf** format.
- c) Earnest Money (scanned copy is to be uploaded)
- d) Abstract of Terms & conditions in prescribed proforma as per **Annexure-II**. To be keyed in the bid sheets provided.
- e) General Terms & Conditions of contract as per Section-II of the Specification. (All the required documents are to be uploaded.)
- f) Data on past experience if any **as per** the Specification.(Scanned copy to be uploaded)
- g) Proof of Manufacturer, Supplier, Authorised dealer, permanent account number [PAN] of the firm is required under Income tax Act. (Scanned copy to be uploaded).
- h) Any other document required, is to be uploaded.
- i) Schedule of prices in the prescribed proforma in the price bid sheet provided in ***.xls** format.
- j) Photostat copies of type test certificates of materials/equipments offered as stipulated in the Technical Specification

11. Conditional Offer:

Conditional offer shall not be accepted.

12. General Instruction to the Bidders : -

- i) The bidder must get him registered in tender portal by paying an amount of **mentioned in website, through e-payment gate way**. This registration is valid for one year.
- ii) The tender paper cost (Form fee non refundable) for an amount of **Rs 6720/- to be deposited in shape of DD**.
- iii) The tender processing fee for an amount of **Rs 1992/-(Non-refundable) is to be paid to KSEDC Limited, Bangalore through e-payment gateway**.
- iv) The EMD amount as specified is to be paid in shape of DD.
- v) In the event of discrepancy or arithmetical error in the schedule of price, the decision of the purchaser shall be final and binding on the Bidder.
- vi) Notice inviting tender shall form part of this specification.
- vii) The EMD shall be returned to the unsuccessful bidders after finalization of tender on written request.

- viii) It should be distinctly understood that the price bid and techno-commercial bid shall contain only details/documents relating to price and technical details, as mentioned herein above.
- ix) **The Bidder must submit the EMD amount, cost of tender document in shape of draft and proof of Tender processing fee in a sealed cover envelope super scribing the Tender Notice No & Date of opening of tender. The said envelope is to be submitted in the office of the purchaser on or before the last date and time of Opening of tender.**

PART-I

SECTION-II

GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.]

1. Scope of the contract:

This specification covers “**Supply of Fire Extinguishers for different Grid S/S under EHT (O&M) Division, Chainpal & Dhenkanal**” as per technical requirement mentioned in Section – IV of the tender specification. The scope of contract shall be to deliver the material on Rail/Road transport at destinations of OPTCL site store as specified in the schedule of quantity. **The bidder should quote the make of items and indicate whether the materials bear ISI mark.**

2. Definition of terms:

For the purpose of this specification and General Terms and Conditions of contract [GTCC], the following words shall have the meanings hereby indicated, except where otherwise described or defined.

- 2.1 “The Purchaser” shall mean the General Manager, EHT (O&M) Circle, Chainpal for and 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 supplier” shall mean the bidder whose bid has been accepted by the purchaser and shall include the bidder’s executives, administrators, successors and permitted assignees.
- 2.5 “Equipment” shall mean and include all machinery, apparatus, materials, and articles to be provided under the contract by the suppliers.
- 2.6 “Contract Price” shall mean the sum named in or calculated the bid.
- 2.7 “General Condition” shall mean these General Terms and Conditions of Contract.
- 2.8 “The Specification” shall mean both the technical as well as commercial parts of the specification annexed to or issued with GTCC and shall include the **schedules** and 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 reproduction in any visible form and whether under seal or under hand.
- 2.11 “FOR Destination costs” shall mean the cost of equipment and material at the consignee’s store/site. The cost is inclusive of all taxes, packing, forwarding and insurance and freight charges.
- 2.12 The term “Contract document” shall mean and include GTCC, specifications, schedules, drawings, form of tender, Notice Inviting Tender, covering letter, schedule of prices or the final General Conditions, any special conditions, applicable to the particular contract.
- 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 materials supplied under the contract shall be manufactured in the manner, set out in the specification or where not set out, to the reasonable satisfaction of the Purchaser.

4. Rejection of Materials.

In the event any of the equipments /material supplied by the manufacturer 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 equipment /material or ask the supplier in writing to rectify or replace the defective equipment /material free of cost to the purchaser. The Supplier on receipt of such notification shall either rectify or replace the defective equipment /material free of cost to the purchaser within 15 days from the date of issue of such notification by the purchaser.

5. Language and measures:

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

6. 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 Bidders on individual merits of the Bidder. The purchaser has exclusive right to alter the quantities of materials/ equipment at the time of placing final purchase order. After placing of the order, the purchaser may defer the delivery schedule of the materials. It may be clearly understood by the Bidder that the purchaser need not assign any reason for any of the above action[s].

7. Delivery:-

The desired delivery period shall be within 60 (sixty) days of placing purchase order.

8. Despatch instructions.

a) The equipments/ materials should be securely packed and dispatched directly to the specified site at the supplier's risk by Road Transport only after getting dispatch clearance/purchase order from the purchaser.

b) Loading & unloading of Ordered Materials.

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

9. Supplier's Default Liability.

(I) The Purchaser may, upon written notice of default to the supplier, terminate the contract in circumstances detailed hereunder.

a) If in the judgment of the Purchaser, the supplier fails to make delivery of equipment/material within the time specified in the contract or within the period for which if extension has been granted by the Purchaser in writing in response to written request of the supplier.

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

(II) In the event, Purchaser terminates the contract in whole or in part the Purchaser reserves the right to purchase upon such terms and in such a manner as he may deem appropriate in relation to the equipment/material similar to that terminated and the supplier will be liable to the Purchaser for any additional costs for such similar equipment/material and/or for penalty for delay as defined in this section until such reasonable time as may be required for the final supply of equipment.

(III) In the event the Purchaser does not terminate the contract supplier shall be liable to the Purchaser for penalty for delay as set out in this section until the equipment is accepted. This shall be based only on written request of the supplier and written willingness of the Purchaser.

10. Force Majeure:

The supplier shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force majeure such as acts of god, acts of the public enemy, acts of Govt., Fires, floods, epidemics, Quarantine restrictions, strikes, Freight Embargo and provided that the supplier shall within Ten (10) days from the beginning of delay on such account notify the purchaser in writing of the cause of delay. The purchaser shall verify the facts and grant such extension, if facts justify.

11. Extension of time:-

If the delivery of equipment/material is delayed due to reasons beyond the control of the supplier, the supplier 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 or may not agree to extend the contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract.

12. Guarantee period: -

The light fittings should be guaranteed for satisfactory operation and against defects in design, materials and workmanship for a period of at least 12 (Twelve) months i.e. **One years** from the last date of delivery **with complete replacement of the unit**. The above guarantee certificate shall be furnished in triplicate to the purchaser for his approval. Any defect noticed during this period should be rectified/replaced by the supplier free of cost to the purchaser provided such defects are due to faulty design, bad workmanship or bad materials used, within one month upon written notice from the purchaser failing which penalty shall apply.

13. GSTIN CERTIFICATION, PAN CARD & MANUFACTURER/AUTHORIZED DEALERSHIP CERTIFICATE :

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

14. TEST CERTIFICATE: Necessary manufacturer certificate / test certificate in respect of the cylinder shall be submitted before dispatch of materials for approval. Test certificate in respect of materials should conform to relevant IS.

15. SUBMISSION OF PROOF REGARDING MANUFACTURER'S CERTIFICATE/ AUTHORISED DEALERSHIP CERTIFICATE, PRICE LIST OF THE MANUFACTURER, PAST EXPERIENCE OF EXECUTION OF ORDER PERFORMANCE CERTIFICATE, TECHNICAL LITERATURE, TYPE TEST CERTIFICATE:

Attested legible Xerox copies of necessary Manufacturer's certificate, valid authorized dealer certificate, Manufacturer's Price list and technical literature etc. should be furnished along with the tender. If required, the firms may be requested to produce such original certificates for verification. Past experience, if any, of execution of Purchase Orders need to be furnished by the bidders. The tender shall be accompanied with detail drawing and technical literature, leaflets, manuals if any.

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

17. **STANDARDS:** The equipments shall strictly comply with relevant IS (Latest edition along with amendments if any) or equivalent standard as regards material, design, manufacture and testing etc.
18. **QUANTITY VARIATION:** The quantity to be ordered may undergo revision at the time of placement of orders.
19. **B.G. TOWARDS SECURITY DEPOSIT, 100% PAYMENT AND PERFORMANCE GUARANTEE:**
- a) For manufacturers / dealers / suppliers situated Inside & outside the state of ODISHA.A Composite Bank Guarantee for 10% [ten percent] of the total FORD cost of the purchase order, shall be furnished from any nationalized/scheduled bank having a place of business at Bhubaneswar/Angul, to the office of General Manager EHT (O&M) Circle, Chainpal within 15 days from the date of issue of the purchase order,. The BG shall be executed on non judicial stamp paper worth of Rs.51.00 [Rupees Fifty One] only or as per the prevalent rules, valid for a period of 2 months from the last date of guarantee period and submitted to the paying authority for scrutiny and acceptance, failing which the supply order will be liable for cancellation without any further written notices. The BG should be accompanied by a confirmation letter from the concerned bank and should have provision for encashment at Bhubaneswar, before the Bank Guarantee is accepted and all concerned intimated. The B.G should be revalidated as and when intimated to you to cover the entire guarantee period.
- b) No interest is payable on any kind of Bank Guarantee.
- c) In case of non-fulfillment of contractual obligation, as required in the detailed purchase order/Specification, the composite Bank guarantee shall be forfeited.
- d) The Bank Guarantee Format shall be provided by the Purchaser at the time of placing the Purchase Order
20. **Terms of Payment.**
- (i) 100% value of each consignment with 100% including Tax in full as applicable along with freight & Insurance charges will be paid on receipt of materials in good condition at stores/desired site and verification thereof, subject to furnishing and approval of Composite Bank Guarantee at the rate of 10% (Ten percent) of the cost of supplied materials, as stipulated under clause-19 of this specification & on prior approval of guarantee certificate & Test certificate by the Purchaser. Income tax as applicable shall be deducted from the source.
- (ii) The supplier shall furnish Composite Bank Guarantee of appropriate amount to OPTCL covering 10% of F.O.R. Destination cost of the purchase order well in advance (within 15 days from the date of issue of the purchase order) before despatch of materials.

21. Penalty for Delay in Completion of Contract

- (A) If the Supplier fails to deliver the materials within the delivery schedule, specified in the contract including delivery time extension, if any, granted thereto, the Purchaser shall recover from the Supplier, penalty for a sum of half percent (0.5 percent) of the Ex-works price of the un-delivered equipment for each calendar week of delay or part thereof. For this purpose, the date of receipt of challan shall be reckoned as the date of delivery. The total amount of penalty shall not exceed five percent (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 and accessories as per technical Specification are also delivered. If certain components & accessories are not delivered in time, the equipment will be considered delayed until such time as the missing parts are delivered.
- (B) If the Supplier fails to replace the material within 30 days from the date of intimation of the defect, so noticed by the purchaser within the guarantee period then the penalty for sum of one half of the one percent (0.5%) of the total Purchase order amount for each calendar week of delay shall be recovered by the purchaser within the guarantee period. For this purpose, penalty date will start from the 30th. day from the date of issue of letter on defectiveness of material, so supplied, by the purchaser. The total amount of penalty in this case shall not exceed 10% (TEN PERCENT) of the purchase order amount. The purchase order amount shall mean ex-works price + freight & insurance and all taxes & duties. If the defects so intimated within the guarantee period will not be rectified by the Supplier within the stipulated period then whole of the B.G. will be forfeited by the purchaser, without any intimation to the Supplier.

22. Insurance

The Supplier shall undertake insurance of stores covered by this Specification unless otherwise stated. The responsibility of delivery of the stores at destination in good condition rests with the Supplier. Any claim with the Insurance Company or transport agency arising due to loss or damage in transit has to be settled by the supplier. The Supplier shall undertake free replacement of materials damaged or lost, which will be reported by the consignee within 30 days of receipt of the materials at destination without waiting for the settlement of their claims with the carriers and underwriters.

23. Payment Due from the Supplier

All costs and damages, for which the supplier is liable to the purchaser, will be deducted by the purchaser from any money, due to the supplier, under any of the contract (s), executed with OPTCL.

24. Supplier's Responsibility

Notwithstanding anything mentioned in the Specification or subsequent approval or acceptance by the Purchaser, the ultimate responsibility for design, manufacture, materials used and satisfactory performance shall rest with the Bidders. The Supplier(s) shall be responsible for any discrepancy noticed in the documents, submitted by them along with the bid(s)

25. 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.

26. Correspondences.

- i) Any notice to the supplier under the terms of the contract shall be served by Registered Post or by hand at the Supplier's Principal Place of Business.
- ii) Any notice to the Purchaser shall be served at the Purchaser's Principal Office in the same manner.

Official Address of the Parties to the Contract

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

Purchaser: General Manager,
EHT (O&M) Circle, OPTCL, Chainpal,
OPTCL
AT/PO: CHAINPAL COLONY,
DIST: ANGUL (ODISHA), Pin-759104,
Email-ehm.cle.chp@optcl.co.in

Supplier: Address
Telephone No.
Fax No.

27. Outright Rejection of Tenders

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

- a) The bidder shall submit the bid in electronic mode only and shall submit the cost of tender document, EMD and Tender processing fee on or before the date and time of opening of the bid.
- b) The Tender shall not be submitted telegraphically or by FAX.
- c) The Tender shall be kept valid for a minimum period of 180 days from the date of opening of tender.
- d) The schedule of prices should be filled up fully to indicate the break-up of the prices including taxes and duties. Incomplete submission of this schedule will make the tender liable for rejection.
- e) The Bidder should quote '**FIRM**' price only and the price should be kept valid for a minimum period of 180 days from the date of opening of the tender.
- f) The prescribed EMD shall be submitted on or before the date and time of opening of the bid.
- g) The tenders not accompanied with the required test certificates.**
- h) The tender shall not be conditional.
- i) There must not be any violation to the terms & conditions set forth and provided in the tender specification.

- j) Attested copies of I.T. Pan card and GSTIN shall be submitted along with the tender.
- k) **Authorized dealership certificate** issued by the manufacturers (**In case of authorized dealer**), valid on the date of opening of the tender shall be submitted along with the tender.
- l) All the necessary excel sheets like techno-commercial bid sheet etc. attached with the tender should be duly filled up without any empty cells.
- m) Bidders not fulfilling the qualifying criteria as mentioned in **ELIGIBILITY FOR SUBMISSION OF BIDS.**

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.

1	Declaration form	ANNEXURE-I
2	Abstract of terms and conditions to accompany Section-II of Part-I	ANNEXURE-II
3	Bidders information	ANNEXURE-III
4	Schedule of Quantity and delivery schedule	ANNEXURE-IV

ANNEXURE - I
DECLARATION FORM

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

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/equipments 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/equipments delivered within the time specified in the Tender.
3. * I / We hereby guarantee the technical particulars given in the Tender supported with necessary reports from concerned authorities.
4. * I/We certify to have submitted the bid electronically by remitting *online payment /D.D./ remitting the cost of tender, herewith and this has been acknowledged by your letter / receipt No. _____ Dated_____
5. In the event of Tender, being decided in *my/our favour, * I/We agree to furnish the Composite B.G. in the manner, acceptable to ODISHA POWER TRANSMISSION CORPORATION LTD., and for the sum as applicable to *me/us as per clause-21 of section-II of this specification within 15 days of issue of letter of intent/purchase order failing which *I/We clearly understand that the said letter of Intent/Purchase order will be liable to be withdrawn by the purchaser, and the EMD deposited by us shall be forfeited by OPTCL.

Signed this day of 20____

Yours faithfully

Signature of the Bidder
with seal of the company

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

* (Strikeout whichever is not applicable).

ANNEXURE-II

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

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

Place: -

Date: -

Signature of the Bidder
with seal of the company

ANNEXURE-III
BIDDER'S INFORMATION

SL NO	The bidder shall furnish general information in the following format	
	NAME OF THE BIDDER	
1	Address:-	
2	City	
3	Pin Code	
4	Contact person's Name :-	
5	Telephone No. office & Residence:-	
6	FAX No:-	
7	EMAIL:-	
9	GST NO.	
10	PAN NO.	

Place: -

Date: -

Signature of the Bidder
with seal of the company

ANNEXURE-IV

SCHEDULE OF QUANTITY ALONG WITH DELIVERY SCHEDULE

Sl. No	Name of Grid S/S	UOM	Water mist 50ltr Trolley Mounted	Water mist 9ltr Back Pack	Name of Paying officer & Consignee
1	132/33KV Grid S/S Angul	Nos	1	-	Name of Paying Officer :-DGM, EHT (O&M) <i>Division Chainpal, At/po-Chainpal Colony, Talchel, Angul-759104</i> Consignee:- SDO, <i>132/33KV Grid S/S Chainpal. But the material may deliver to the respective Grid S/S as mentioned</i>
2	132/33KV Grid S/S Boinda	Nos	1	-	
3	132/33KV Grid S/S Chainpal	Nos	1	-	
4	220/33KV Grid S/S Rengali	Nos	1	-	
5	132/33KV Grid S/S Khajuriakata	Nos	1	2	

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

PART-I(SECTION-IV)

TECHNICAL SPECIFICATION:-

A. Water Mist-50ltr (Trolley Mounted)

The trolley mounted configuration shall have water tank, compressed air cylinder and gun mounted on a free moving trolley provided with strong wheels as specified in DIN EN 1866-1:2007-10. The system should operate on Low Pressure & Dual Phase technology. The supply shall include along with the system, 10 nos O-rings for the pressure vessel, one can of 10 litre AFFF conforming to UL162 , one extra Air Cylinder of 6 ltrs / 300bar, a tool kit, manufacturers test certificate, operation manual and spare parts list.

Sl.	Details	Technical Parameters
1	Technology	Water Mist & CAFS Fire Extinguisher with Low Pressure Dual Phase technology
2	Capacity (size)	50 liters (As per DIN EN 1866-1:2007-10 Standards)
3	Water Container Capacity	50 liters
4	Water Cylinder - construction	Non-corrosive Stainless Steel SS-316.
5	Water mist + CAF fire extinguisher Working pressure	05 Bar to 11 Bar
6	Container Bursting pressure	3 times the working pressure (IS 15683)
7	Air Bottle Capacity	6 liters/300 bar
8	Air Bottle - construction	Mild Steel seamless cylinder constructed as per IS-7285.
9	Air Bottle - Working pressure	Max. filling pressure 300 bars at 15°C
10	Hydrostatic Stretch Testing pressure	500 bars
11	Air Bottle - markings	1. Chief Controller of Explosives/model number/serial number / year of manufacture/Chief Controller of Explosives approved valve with built in pressure gauge 2. The serial number on the cylinder shall match with the certificate.
12	Air Bottle - propellant	Compressed normal air
13	Air Bottle - certification	PESO (Petroleum and explosive safety organization)
14	Total weight - Empty Filled	Not more than 105 kg (Water Bottle filled & Air bottle 6 liters / 300 bar air filled)
15	Operating - temperature	Minimum +5 degree to maximum +60 degree Celsius
16	Gun - construction	1. Non corrosive SS metal (dual phase) with external plastic covering, smooth bore, atomizer chamber and mixing chamber. 2. The rating of the high pressure flexible tube shall be minimum 3 times the working pressure.
17	Gun - weight without hose	1.5kg +/- 10%
18	Length of hose	5 meters minimum
19	Gun - working principle	1. Gun shall produce Fine water mist with particles size ranging between 50 to 150 microns + CAFS uniform stable foam bubbles
20	Nozzle Modes	Switch between Jet & Spray modes, interchangeable by twist of the Nozzle without stopping the operation of the gun & flow of water mist.
21	Jet - Lancing Distance	14 Meters or more.
22	Jet - Minimum Discharge duration- Continuous and at full throttle	Min. 100 seconds
23	Spray - Minimum Discharge duration	Min. 100 seconds
24	Consumption of extinguishing agent	0.4 to 0.5 liters per second
25	Turn over from - Jet to spray	Shall not be more than 1 second with a provision of changeover from Jet to spray mode by simple twist of nozzle without disrupting water mist discharge.
26	Water Bottle - Pressure release mechanism to decompress the water bottle	Pressure release mechanism to decompress the water bottle shall be provided for fast refilling
27	Device operation	Shall be suitable for both left and right hand operations

28	Fire extinction - suitability	Class - A Class - B Live Electrical fires - 1000 V as per EN 3-7/IS - 15683 (Tested for 36 kva)
29	System Test : Electrical Test Certificate - With details of test methods	Certification from ERDA as per IS 15683.
30	Fire Rating Certificates:	Certification from NABL accredited Indian Lab as per EN3-7:2004+A1:2007 (test reports not older than 36 months from the date of bidding).
31	Fire Rating Certificates: For Class A	Minimum A 55
32	Fire Rating Certificates: For Class B	Minimum II B
33	Warranty	12 Months
34	Tool Kit	1. "O" rings each size 5 nos. 2. Allen key/flat or star screw driver 3. Monkey spanner 4. Measuring mug - 5 liters 5. Funnel - medium size
35	Documents	1. User manual, 2. Spare parts list, 3. Certificates, 4. Test Reports
36	Spare parts Support	Minimum 10 years

B. Water Mist-09ltr (Back Pack)

The system shall have water cylinder, compressed air cylinder and gun mounted on a backpack. The system should operate on Low Pressure & Dual Phase technology. The system should be tested as per EN3-7 :2004+A1:2007. The supply shall include along with the system, 10 nos O-rings for the pressure vessel, one can of 5 liter AFFF conforming to UL162, one extra Air Cylinder of 4.7 ltrs / 300bar, a tool kit, manufacturers test certificate, operation manual and spare parts list

Sl.	Details	Technical Parameters
1	Technology	Water Mist & CAFS Fire Extinguisher with Low Pressure Dual Phase technology
2	Capacity (size)	9 Ltrs. (As per EN 3-7 :2004+A1:2007)
3	Working Pressure	05 Bar to 10 Bar
4	Water cylinder Capacity	9 liters
5	Water Cylinder - construction	Non-corrosive Stainless Steel SS-316.
6	Water Cylinder - Working pressure	05 to 10 bars
7	Water Cylinder - Testing pressure	Not less than 1.5 times the working pressure
8	Water Cylinder external paint	The cylinder should be of only in red color with powder coating. The paint should confirm to IS:5:2007 Shade 538
9	Safety valve opening pressure	1.5 Times working pressure

10	Back pack harness	<ol style="list-style-type: none"> 1. The harness system shall be made out of synthetic fire resistant material confirming to IS 15758(Part4) and shall provide minimum stress and fatigue to the wearer. 2. The system shall be designed ergonomically. 3. Shall provide maximum maneuverability to the wearer. 4. The back plate shall be constructed from a strong, carbon composite material 5. Shall be rigid, anti-static and highly resistant to impact, chemicals, flames and high temperatures.
11	Air Bottle Capacity	4.7 liters/300 bar
12	Air Bottle - construction	Carbon composite, light weight cylinders
13	Air Bottle - Working pressure	300 bars
14	Air Bottle - Bursting pressure	900 bars
15	Testing pressure	450 bars
16	Air Bottle - markings	<ol style="list-style-type: none"> 1. Chief Controller of Explosives/model number/serial number / year of manufacture/Chief Controller of Explosives approved valve with built in pressure gauge 2. The serial number on the cylinder shall match with the certificate.
17	Air Bottle - Universal cylinder holder	Shall hold 2 liters to 6 liters capacity cylinders.
18	Air Bottle - valve and pressure gauge	EN (European Standards) approved valve and pressure gauge, respectively.
19	Air Bottle - Neck thread	M 18 x 1.5 (Female)
20	Air Bottle - operation	Shall be able to operate easily while hand held as well as when used as back pack
21	Air Bottle - propellant	Compressed normal air
22	Air Bottle - certification	<ol style="list-style-type: none"> 1. PESO (Petroleum and explosive safety organization) 2. Chief Controller of Explosives - Nagpur
23	Air Bottle - adaptor	M 18 x 1.5 (Male)
24	Portability	Hand Held & Back Pack
25	Total weight Filled	Not more 27 kg (Water Bottle filled & Air bottle 4.7 liters / 300 bar air filled)
26	Operating/Working pressure	Minimum 5 bars & Not more than 10 Bars
27	Operating - temperature	Minimum +5 degree to maximum +60 degree Celsius
28	Gun - construction	<ol style="list-style-type: none"> 1. Non corrosive SS metal (dual phase) with external plastic covering, smooth bore, atomizer chamber and mixing chamber. 2. The rating of the high pressure flexible tube shall be minimum 3 times the working pressure.
29	Gun - weight without hose	Should be 1.5 kg. \pm 10%
30	Gun - Holder	Hard plastic, for easy handling of gun.
31	Gun - Belt	Heat retardant (tolerating up to 150 degree Celsius) and acid resistant, synthetic fiber belt, Long enough to adjust depending upon the operator.
32	Nozzle Modes	Jet & Spray
33	Jet - Lancing Distance	13 meters Minimum
34	Jet - Maximum Discharge duration-Continuous and at full throttle	22 seconds
35	Consumption of extinguishing agent	0.4 to 0.5 liters per second

36	Turn over from - Jet to spray (Preferred)	Shall not be more than 1 second with a provision of changeover from Jet to spray mode and vice versa by simple twist of nozzle without disrupting water mist discharge.
37	Water Bottle - Pressure release mechanism to decompress the water bottle	Pressure release mechanism to decompress the water bottle shall be provided for fast refilling
38	Device operation	Shall be suitable for both left and right hand operations
39	Fire extinction - suitability with standard AFFF 6% confirming to IS 4989 or UL 162 or EN 1568-3-2008 standards	Class - A Class - B Live Electrical fires - 1000 V as per EN 3-7/IS - 15683 (Tested for 35 kva)
40	System Test : Electrical Test Certificate - With details of test methods	Certification from ERDA as per IS 15683.
41	Product Certificates:	Certification from NABL accredited Lab (tested in Indian condition) as per EN3-7:2004+A1:2007 (tested within last 36 months). Test report shall be enclosed along with the offer.
42	Fire Rating Certificates with standard AFFF 6% foam: For Class A	Minimum 55 A as per EN 3-7
43	Fire Rating Certificates with standard AFFF 6% Foam: For Class B	Minimum 233 B As per EN3-7
44	Warranty	12 Months
45	Tool Kit	1. "O" rings each size 5 nos. 2. Allen key/flat or star screw driver 3. Monkey spanner 4. Measuring mug - 5 liters 5. Funnel - medium size
46	Documents	1. User manual, 2. Spare parts list, 3. Certificates
47	Spare parts Support	Minimum 10 years

N.B:

- ALL THE CERTIFICATES AND TEST REPORTS SHOULD BE VALID FOR THE DURATION OF TENDER OPENING TO TENDER FINALIZATION

GENERAL MANAGER
EHT (O&M), CIRCLE, CHAINPAL