

ODISHA POWER TRANSMISSION CORPORATION LTD
OFFICE OF THE Sr. GENERAL MANAGER,
TELECOMMUNICATION CIRCLE,
SLDC BUILDING, RAILWAY COLONY, MANCHESWAR,
BHUBANESWAR - 751 017
TEL NO. 0674-2542403

Notice Inviting Tender: Sr.GM - Telecom - 04/ 2017-18

Tender Specification No.Sr.GM-Telcom- Air Conditioner-04/2017-18

FOR

**PROCUREMENT OF 2Nos. of 4TON CASSETTE TYPE A. C & 2Nos. of 2TON 5STAR SPLIT
AC FOR PMU SERVER & PSU ROOM**

OF

SLDC, OPTCL, Bhubaneswar.

PART - I

SECTION - I	INSTRUCTION TO TENDERERS
SECTION - II	GENERAL TERMS AND CONDITIONS OF CONTRACT
SECTION - III	TECHNICAL SPECIFICATION
SECTION - IV	DECLARATION BY THE TENDERER

PART - II

SECTION - V	PRICE SHEDULE
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Available of tender documents: From dt- 16.02.2018 (11.00 Hrs) to dt 26.02.2018(12.30Hrs)

Last date of submission of tender paper: upto dt- 26.02.2018 (15.00Hrs)

Date of opening of Tender: dt- 26.02.2018 (16.00 Hrs)



ODISHA POWER TRANSMISSION CORPORATION LTD.
REGD. OFFICE: JANPATH, BHUBANESWAR – 751 022,
ODISHA

Notice Inviting Tender : Sr.GM - Telecom – 04/ 2017-18

Tender Specification No. -Sr.GM-Telecom-Air Conditioner- 04/ 2017-18

For and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD, Sr.GM(Telecom) invites Tenders from reputed manufacturers / authorized dealers in two part bidding system for supply & installation of 2Nos. of 4Ton Cassete Type A.C. Machines and 02 Nos. of 2T Split type A.C. Machines (LG/ Carrier/ Blue Star/ Hitachi/ Voltas) with 2 nos of 5.0KVA Voltage Stabilizers (V-Guard) for PMU Server Room & UPS Room, Sub-LDC, SLDC Building, Mancheswar Railway colony, Bhubaneswar. The interested bidders having valid GST registration would be required to collect bidding documents available at Telecom. Circle, OPTCL, SLDC Building, Railway Colony, Mancheswar, Bhubaneswar-751 017 from 16.02.2018 (11.00Hr) up to 30.01.2018(12.30Hr). For detail specification the bidder may visit OPTCL's official web site <http://www.optcl.co.in>. All subsequent addendums/corrigendum to the tender shall be hosted in the OPTCL's official website only.

Sr. GENERAL MANAGER
Telecommunication



PART - 1

SECTION - I

INSTRUCTION TO BIDDER

ODISHA POWER TRANSMISSION CORPORATION LTD
OFFICE OF THE Sr. GENERAL MANAGER,
TELECOMMUNICATION CIRCLE,
SLDC BUILDING, RAILWAY COLONY, MANCHESWAR,
BHUBANESWAR - 751 017

Notice Inviting Tender: Sr.GM - Telecom - 04/ 2017-18

Tender Specification No.Sr.GM-Telcom- Air Conditioner-04/2017-18

For and on behalf of the ODISHA POWER TRANSMISSION CORPORATION LTD., the undersigned invites bids under Two part bidding system as per the following details.

Tender Specification No.	Sl. No.	ITEM DESCRIPTION	UNIT	Total Qty.	EMD @ 1% of the Est. cost. In ₹.	Cost of Tender Specification document (in ₹)	Last date of receipt & opening of tender
NO. Sr.G.M.- Telcom- AirConditioner - 4/2017-18	1(a)	4TON Cassete type AC Machines	Nos.	02	46,068.00	2,000/- + 12% (GST)	16.02.2018 up to 15-00 PM & 26.02.2018 at 04-00 PM
	1(b)	2TON, 5Star, Split type AC Machines	Nos.	02			
	1(c)	5KVA STABILIZER	Nos.	02			
	1(d)	OUT DOOR STAND	Nos.	04			

The bidders who want to submit bid shall have to pay ₹ 2,240/- (Rupees Two Thousand Two Hundred Forty) only non refundable including GST @ 12%, towards the tender cost, in the form of Demand draft /Cash only. The DD should drawn in favour of the Telecommunication Circle, OPTCL, Bhubaneswar payable at Bhubaneswar.

Also the specification can be downloaded from OPTCL official web site and the same may be submitted along with the cost of tender document by way of demand draft / pay

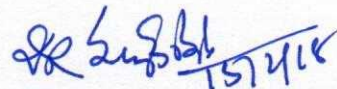
order in favour of "Telecommunication Circle, OPTCL" payable at Bhubaneswar at the time of submission of tender document. In case, any deviation found in the tender document submitted by the Tenderers from the content mentioned in our web site and/or non-submission of the tender documents, the tender shall be liable for rejection at any stage of the contract. The Tenderers has to indemnify OPTCL for any loss accruing due to such alteration in the terms and conditions of the tender document & or for such alteration, resulting in the cancellation of the contract.

The offer should be submitted in two separate sealed envelopes super scribing

1. "Supply of Cassette & Split AC-2017-18. Technical Bid".
2. "Supply of Cassette & Split AC -2017-18. Price Bid".

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

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



**Sr. GENERAL MANAGER
TELECOM CIRCLE, BHUBANESWAR**



**ODISHA POWER TRANSMISSION CORPORATION LTD.
OFFICE OF THE SR. GENERAL MANAGER
TELECOMMUNICATION
MANCHESWAR RAILWAY COLONY,
BHUBANESWAR - 751 017**

TENDER SPECIFICATION NO.

Sr.G.M.-Telecom. -Air Conditioner- 4/ 2017-18

CONTAINING

PART - I

SECTION - I	INSTRUCTION TO TENDERERS
SECTION - II	GENERAL TERMS AND CONDITIONS OF CONTRACT
SECTION - III	LIST OF ANNEXTURE [COMMERCIAL]
SECTION - IV	TECHNICAL SPECIFICATION

PART - II

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PART - I.

SECTION – I.

INSTRUCTIONS TO TENDERERS

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COMMERCIAL SPECIFICATION.

PART-I

SECTION-I

INSTRUCTIONS TO TENDERER

1. Submission of Bids: -

Sealed tenders in duplicate on Two part bidding basis, each complete in all respect, in the manner hereinafter specified are to be submitted in the office of Sr. General Manager (Telecom.), OPTCL, Bhubaneswar on or before the date and time specified against the relevant tender Specification in the notice inviting the tenders. Each copy of the bids (original & duplicate) shall be in separate double sealed envelopes super scribed on each of the covers the relevant tender Specification number and the due date of opening of the bids on the right hand top side of the envelopes. On the left top sides original/duplicate as is relevant, shall be written.

2. Division of Specification.

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

Part-I Consists of

[i] Section-I	Instruction to Tenderers.
[ii] Section-II	General Terms & conditions of contract.
[iii] Section-III	Schedules and forms etc.
[iv] Section-IV	Technical Specification.

Part-II Consists of

- [i] Abstract of price components as per Annexure-IV
- [ii] Schedule of prices as per Annexure-V

3. Tenders shall be in Two Parts.

The Tenderers are required to submit the tenders in two parts viz. Part-I (Techno commercial) & Part-II (Price bid).

Part-I, technical and commercial and

Part-II "Price Bid".

4. Opening of Bids.

- [a] The part-I shall be opened on the date and time fixed by the OPTCL for opening of bids in presence of such of the Tenderers or their authorized representatives [limited to one person only] on the due date of opening of tender who opt remain present. After scrutiny of the technical particulars and other commercial terms, clarifications, if required, shall be sought for from the bidders. The Tenderers shall be allowed 15 days' time for such activity.
- [b] On receipt of technical clarification, the bids shall be reviewed, evaluated and those not in conformity with the technical Specification / qualifying experience, shall be rejected. If any of the technical proposal requires modification to make them comparable, discussion will be held with the participating bidders.

All the responsive bidders shall be given opportunity to submit the revised technical and revised price proposals as a follow up to the clarification (modification if any) on the technical proposals. The qualified bidders shall be given opportunity to

submit revised price proposals within 15 days from the date of such discussion or within time frame mutually agreed, whichever is earlier.

- [c] When the revised price proposals are received, the original price proposals will be returned to the bidders unopened along with their original technical proposals. Only the revised technical and price proposals will be considered for bid evaluation. The price bids [Part-II] of such of the Tenderers, whose tenders have been found to be technically and commercially acceptable, including those supplementary revised price bids, submitted subsequently, shall be opened in the presence of the bidder's representative on a date and time which will be intimated to all technically and commercially acceptable Tenderers.
- [d] The bidders are required to furnish sufficient information to the Purchaser to establish their qualification, capacity to manufacture and/or supply the materials/perform the work. Such information shall include details of bidder's experience, its financial, managerial and technical capabilities.
- [e] The bidders are also required to furnish details of availability of appropriate technical staff and capability to perform after sales services. The above information shall be considered during scrutiny and evaluation of bids and any bid which does not satisfactorily meet these requirements, shall not be considered for price bid evaluation.
- [f] 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. 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 tenderer for any particular item, if considered necessary in the interest of the Purchaser to get the goods/equipment earlier.

6. Procedure and opening time of tenders.

Tenders will be opened in the office of the Senior General Manager [Telcom.] on the specified date and time in presence of the Tenderers or their authorized representatives [limited to one person only] in case of each bidder who may desire to be present, at the time of opening the bids.

7. Bidder's Liberty to deviate from Specification.

The Tenderer may deviate from the specification while quoting, if in his opinion, such deviation is in line with the manufacturer's standard practice and conducive to a better and more economical offer. All such deviations should however be clearly indicated giving full justifications for such deviation. [Read with Clause-9, Section-II of the Specification].

8. Eligibility for submission of bids.

Only those manufacturers who have deposited the cost of tender specification are eligible to participate in the tender. They should submit the money receipt as a proof of such payment. The Local Micro and small Enterprises (MSEs) registered with

respective DICs, Khadi, Village, Cottage & Handicrafts Industries, OSIC and NSIC can participate without payment of the cost of tender specification

9. Purchaser's right to accept/reject bids:

The purchaser reserves the right to reject any or all the tenders without assigning any reasons what so ever if it is in the interest of OPTCL, under the existing circumstances. [Read with clause-10, Section-II of the specification].

10. Mode of submission of Tenders.

[A] Tenders shall be submitted in physically.

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

11. Earnest money deposit:

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

The earnest money deposit shall be furnished in one of the following forms subject to the conditions mentioned below:

- (a) Cash:- Payable to Telecommunication Circle, SLDC Building, Mancheswar Railway Colony Bhubaneswar – 751017.
- (b) Bank Draft: -To be drawn in favour of Telecommunication Circle, OPTCL], Bhubaneswar -751 017.
- (c) Bank Guarantee from any Nationalized/Scheduled Bank strictly as per enclosed proforma vide Annexure-VI to be executed on non-judicial stamp paper worth Rs.29.00 or as applicable, as per prevailing laws in force and also to be accompanied by the confirmation letter of the issuing Bank Branch.

NOTE:

- (i). The validity of the EMD in the form of Bank Guarantee shall be at least for 240 days from the date of opening of tender failing which the tender will be liable for rejection.
- (ii) No interest shall be paid on the Earnest Money Deposit.
- (iii) No adjustment towards EMD shall be permitted against any outstanding amount with the ODISHA POWER TRANSMISSION CORPORATION LTD.
- (iv) In the case of un- successful tenderer, the EMD will be refunded after the tender is decided. In the case of successful Tenderer, this will be refunded only after award of contract and on submission of BG/DD as security deposit.
- (v) 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.
- (vi) EMD will be forfeited if the tenderer fails to accept the letter of intent and/or purchase order issued in his favour or to execute the order, placed on them.
- (vii) Tenders not accompanied by Earnest Money shall be disqualified.

12. 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.

13. PRICE: -

Tenderers are requested to quote-'FIRM' Price. No deviation from FIRM PRICE will be entertained irrespective of deviation clause No.7 of this part of the specification.

14. Revision of tender price by Bidders: -

- [a] After opening of tenders and within the validity of period, no reduction or enhancement in price will be entertained. If there is any change in price, the tender shall stand rejected and the EMD deposited shall be forfeited.
- [b] After opening of price bid if the validity period is not sufficient to place purchase order, the tenderer may be asked by the purchaser to extend the validity period of the bid under the same terms and condition as per the original tender.

However, the tender are free to change any or all conditions including price except delivery period of their bids at their own risk, if they are asked by the purchaser to extend the validity period of the bid prior to opening of price bid.

15. 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 Senior General Manager (Telecommunication) OPTCL. This, however, does not entitle the Tenderer to ask for time beyond due date, fixed for receipt of tender.

16. Documents to Accompany Bids.

Tenderers are required to submit tenders in the following manner:

Part-I of the Tender shall Contain the following documents.

- [i] Declaration Form. [As per Annexure-I] (Duly signed)
- [ii] Earnest Money. (in shape of DD/BG/Cash receipt)
- [iii] Abstract of Terms & conditions in prescribed Proforma as per Annexure-II. To be keyed in, in the bid sheets provided.
- [iv] General Terms & Conditions of supply offer as per Section-II of the Specification. (All the required documents are to be Submitted.)
- [v] Data on past experience as per the Specification.
- [vi] Valid GST Regd. Certificate, PAN No. of the firm, Manufacturer's certificate / Authorized dealership certificate required under Income tax Act. & IT certificate and experience in similar type of works under OPTCL or any Govt. organization.
- [viii] Any other documents required is to be submitted.
- [ix] Schedule of prices in the prescribed Proforma in the price bid sheet..
- [x] Techno-commercial sheets provided in the prescribed Proforma..
- [xi] Audited Balance sheet & profit loss accounts of the bidder, for past (3) three years.
- [xii] Schedule of quantity and delivery in the prescribed Proforma vide Annexure, as appended.
- [xiii] List of Orders in hand to be executed.
- [xiV] Deviation schedule.
- [xv] Notarized hard copy and soft copy of valid registration as local MSE(if any).

17. Documents/Papers to accompany Part-II Bid.

- (a) Part – II of the tender shall consist of the following
 - (i) Abstract of Price Component, as per Annexure-IV
 - (ii) Schedule of prices in the prescribed proforma as per Annexure-V

18. Conditional Offer:

Conditional offer shall not be accepted.

19. General: -

- (i) In the event of discrepancy or arithmetical error in the schedule of price, the decision of the purchaser shall be final and binding on the Tenderer.
- (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. The EMD of others, if any, shall be returned to the bidders.
- (v) Tenderer can offer any lot or all the lots of the tender, if there are more than one lots. But the tender (bid) must be furnished separately for each lot. For each lot, the tenderer has to submit PART-I & PART-II of the bids separately.
- (vi) It should be distinctly understood that the part-II of the bid shall contain only details/documents relating to price, as outlined in clause-17 mentioned herein above. Inclusion of any of the documents/information etc. shall render the bid liable for rejection.

SECTION – II.

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

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PART-I

SECTION-II

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

1. Scope of the contract:

The scope of the contract shall be supply and Installation of 2nos. of 4Ton Cassette type AC Machines and 5star 2Ton Split AC with 5 KVA Voltage Stabilizers as per the specification at PMU Server & PSU room, SLDC of Telecom, Circle, OPTCL, Bhubaneswar.

2.0 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 Senior General Manager[Telecommunication] for and on behalf of ORISSA POWER TRANSMISSION CORPORATION LTD., BBSR.
- 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 GST, 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 Orissa General Clauses Act.

3. Manner of execution:

All equipment's 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's representative.

4. Rejection of Materials.

In the event any of the equipment/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. If the supplier fails to do so, the Purchaser may:-

- [a] At its option replace or rectify such defective equipment/materials and recover the extra costs so involved from the supplier plus fifteen percent and/or.
- [b] Terminate the contract for balance work/supplies, with enforcement of penalty Clause as per contract for the un-delivered goods and with forfeiture of Performance Guarantee/ Composite Bank guarantee.

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. Deviation from specification:

It is in the interest of the tenderers to study the specification, specified in the tender schedule thoroughly before tendering so that, if any deviations are made by the Tenderers, (both commercial and Technical), the same are prominently brought out on a separate sheet under heading "Deviations Commercial" and "Deviations Technical".

A list of deviations shall be enclosed with the tender. Unless deviations in scope, technical and commercial stipulations are specifically mentioned in the list of deviations, it shall be presumed that the tenderer has accepted all the conditions, stipulated in the tender specification, notwithstanding any exemptions mentioned therein.

7. Right to reject/accept any tender:

The purchaser reserves the right either to reject or to accept any or all tenders if the situation so warrants in the interest of the purchaser. Orders may also be split up between different Tenderers on individual merits of the Tenderer. The purchaser has exclusive right to alter the quantities of materials/ equipment at the time of placing final purchase order. After placing of the order, the purchaser may defer the delivery of

the materials. It may be clearly understood by the Tenderer that the purchaser need not assign any reason for any of the above action [s].

8. **Supplier to inform himself fully:**

The supplier shall examine the instructions to tenderers, general conditions of contract, specification and the schedules of quantity and delivery to satisfy himself as to all terms and conditions and circumstances affecting the contract price. He shall quote price [s] according to his own views on these matters and understand that no additional allowances except as otherwise provided there in will be admissible. The purchaser shall not be responsible for any misunderstanding or incorrect information, obtained by the supplier other than the information given to the supplier in writing by the purchaser.

9. **Patent rights Etc.**

The supplier shall indemnify the Purchaser against all claims, actions, suits and proceedings for the infringement of any patent design or copy right protected either in the country of origin or in India by the use of any equipment supplied by the manufacturer. Such indemnity shall also cover any use of the equipment, other than for the purpose indicated by or reasonably to be inferred from the specification.

10. **Delivery:-**

[a] Time being the essence of the contract; the equipment shall be supplied and commissioned within the delivery period, specified in the contract. The Purchaser, however, reserves the right to reschedule the delivery and change the destination if required. The delivery period shall be reckoned from the date of placing the Letter of Intent/Purchase order, as may be specified in LOI/Purchase order.

[b] The desired delivery period shall be as indicated at Annexure-D (Quantity & Delivery Schedule) of Section-IV (Technical Specification).

11. **Erection & Commissioning:-**

The erection & commissioning of the equipment shall be completed within the schedule as indicated at APPENDIX-III (Quantity, delivery & commissioning Schedule) of Section-IV (Technical Specification). The item under 1(b) Interface cable, 2.5 sq. mm 8 core and 1(c) AC/DC Power supply cable, 2.5 sq. mm 4 core shall be utilized for commissioning of the equipment at desired sites. If the actual requirement of such cable exceeds the ordered quantity then supplier has to supply the additional balance amount of required cable at their offered price which shall be payable after approval by competent authority. The JMC (Joint measurement certificate) in respect of complete utilization of ordered quantity of such cable should be furnished to the office of the purchaser for this purpose.

12. **Despatch instructions.**

I] The equipment/ materials should be securely packed and dispatched directly to the specified site at the supplier's risk by Road Transport only.

II] **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.

13. 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 judgement 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 judgement 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 as provided in Clause-15 (I) of this section, 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 clause-22 of 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 as provided in clause 15(I) of this Section, supplier shall be liable to the Purchaser for penalty for delay as set out in Clause-22 of this section until the equipment is accepted. This shall be based only on written request of the supplier and written willingness of the Purchaser.

14. 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.

15. 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.

16. Guarantee period: -

- [i] The stores covered by this specification should be guaranteed for satisfactory operation and against defects in design, materials and workmanship for a period of at least 12 [twelve] months from the date of commissioning. The above guarantee certificate shall be furnished in triplicate to the purchaser for his approval. Any defect noticed during this period should be rectified by the Supplier free of cost to the purchaser provided such defects are due to faulty design, bad workmanship or bad materials used, within one month upon written notice from the purchaser failing which provision of clause 22 (ii) shall apply.

- [ii] Equipment/material failed or found defective during the guarantee period shall have to be guaranteed after repair/replacement for a further period of 12 months from the date of commissioning after such repair/replacement. The Bank Guarantee is to be extended accordingly. Date of delivery as used in this clause shall mean the date on which the materials are received in OPTCL'S stores/site in full & good condition which are released for Despatch by the purchaser after due inspection.
- [iii] However, the compressor fitted with AC Machine shall be warranted for 5 Years from the date of supply.

17. Bank Guarantee towards security deposit, 100% payment and performance guarantee.

- [i] For manufacturers situated Inside & out side the state of Odisha.

A Composite Bank Guarantee as per the Proforma enclosed at Annexure-VII of the specification for 10% [ten percent] of the total cost of the purchase order shall be furnished from any nationalized/scheduled bank having a place of business at Bhubaneswar, to the office of Sr.General Manager [Telecommunication] OPTCL 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.29.00 [Rupees twenty nine] only or as applicable, as per the prevalent rules, valid for a period of 02 months more than the guarantee period mentioned at clause-15 for scrutiny and acceptance, failing which the supply order will be liable for cancellation without any further written notice. The 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.

- [ii] No interest is payable on any kind of Bank Guarantee.
- [iii] In case of non-fulfillment of contractual obligation, as required in the detailed purchase order/Specification, the composite Bank guarantee shall be forfeited.
- [iv] The Composite/Performance Bank guarantee amount on the full order value shall be deducted from the first claim of the supplier made in cases where no Composite bank Guarantee/Performance Bank Guarantee is furnished.

18. Import License

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

19. Terms of Payment

100% payment shall be made within 30 days on supply & Installation of AC machine & stabilizers at site subject to verification by consignee, submission of JMC and approval of Guarantee Certificates by the purchaser and furnishing of 10% value of cost of AC Machine & stabilizers as Composite bank Guarantee.

20. Penalty for Delay in Completion of Contract

- 1) If the Supplier fails to deliver the materials/equipment 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 receipted chalan 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.

- II) If the Supplier fails to rectify /replace the equipment/material within 30 days from the date of intimation of the defect, so noticed by the purchaser within the guarantee period then the penalty for sum of one half of the one percent (0.5%) of the total Purchase order amount for each calendar week of delay shall be recovered by the purchaser within the guarantee period. For this purpose, penalty date will start from the 30th. day from the date of issue of letter on defectiveness of equipment/material, so supplied, by the purchaser. The total amount of penalty in this case shall not exceed 10% (TEN PERCENT) of the purchase order amount. The purchase order amount shall mean ex-works price + freight & insurance and all taxes & duties. If the defects so intimated within the guarantee period will not be rectified by the Supplier within the stipulated period as per clause 18 (i), then whole of the B.G. will be forfeited by the purchaser, without any intimation to the Supplier.

21. 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 awaiting for the settlement of their claims with the carriers and underwriters.

22. 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.

23. Balance sheet and profit & Loss Account:

- i. GSTIN registration Number should be enclosed with the tender.
- ii. Audited Balance Sheet and Profit & Loss Account of the bidder for the previous three years shall be enclosed to assess the financial soundness of the bidder(s).

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 Tenderers. The Supplier(s) shall be responsible for any discrepancy noticed in the documents, submitted by them along with the bid(s)

25. Validity.

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

26. EVALUATION.

- i) The net price (02 Nos of 4 Ton Cassette type AC machine + 02 Nos of 2 Ton 5Star Split A.C. machines + 02 nos. of 5 KVA Voltage Stabilizers + 4 No's of outdoor stand and commissioning charges(including GST) for total 04 Nos of AC machines along

with the accessories and stabilizers shall be considered for price evaluation.

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

Early Delivery. Past track record in delivery of similar items to OPTCL. In comparing bids and in making awards, the Purchaser may consider such factors as compliance with Specification, relative quality & adaptability of supplies or services, experience, financial soundness, record of integrity in dealings, performance of materials/equipment earlier supplied, ability to furnish repairs and maintenance services, the time of delivery, capability to perform including available facilities such as adequate shops, plants, equipment and technical organization.

(II) **Weightage shall be given to the Following factors in the Evaluation & Comparison of Bids.**

In comparing bids and in making awards, the Purchaser will consider other factors such as compliance with Specification, minimum qualification criteria as per clause-30, outright rejection of tenders clause-34 of this tender, relative quality, adaptability of Supplies or services, experience, financial soundness, record of integrity in dealings, performance of materials/equipments earlier supplied, ability to furnish repairs and maintenance services, the time of delivery, capability to perform including available facilities such as adequate shops, plants, equipment and technical organization.

27. Minimum Qualification Criteria of Bidders.

All the prospective bidders are requested to note that their bids for tendered equipment can only be considered for evaluation if:

- i) The bidder should have manufacture and supply experience of above rated or higher capacity equipment for a minimum period of 2 (two) years as on the date of opening of the tender
- ii) At least 50% of the tendered quantity. of above rated or higher capacity equipment should have been supplied within the above-stipulated period.
- iii) The above rated or higher capacity equipment should have at least 2 (two) years successful performance from the date of commissioning. At least one of the performance certificates shall be submitted from Govt. of India/State Govt.(s) or their undertakings.
- iv) The bidder should have conducted type tests on the tendered equipment in Government approved laboratory within five years from the date of opening of the tender..

28. Jurisdiction of the High Court of Orissa.

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 Orissa extends.

29. 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.

30. Official Address of the Parties to the Contract

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

- [i] **Purchaser:** Senior General Manager (Telecom.)
SLDC Building, Mancheswar Railway Colony,
OPTCL, Bhubaneswar-751017 (Odisha)
Telephone No. 0674 - 2748875
- [ii] **Supplier:** Address _____

Telephone No. _____

31. Outright Rejection of Tenders

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

- [i] The tenderer shall submit the bid in person or by Registered Post with AD.
- [ii] The Tender shall not be submitted telegraphically or by FAX.
- [iii] The prescribed EMD shall be submitted on or before the date and time of opening of technical bid.
- [iv] Tenders shall be accompanied by prescribed Earnest Money Deposit unless otherwise Qualified for exemption from furnishing of EMD.
- [v] The Tender shall be kept valid for a minimum period of 180 days from the date of opening of tender.
- [vi] The Tender shall be submitted in two parts as specified.
- [vii] 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. Vide Clause-4(ii) of Part-II..
- [viii] The Tenderer should quote 'FIRM' price only and the price should be kept valid for a minimum period of 180 days from the date of opening of the tender.
- (xii) Guaranteed Technical particulars & Abstract of terms and Conditions should be filled in completely.

32. Documents to be treated as confidential.

The supplier shall treat the details of the specification and other tender documents as private and confidential and these shall not be reproduced without written authorization from the Purchaser.

33. Scheme/Projects

The materials/equipment covered in this specification shall come under "Capital works"