



ORISSA POWER TRANSMISSION CORPORATION LTD.
REGD. OFFICE: JANPATH: BHUBANESWAR-751 022.

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No.TW-IT-197(Vol-II)/_____ /

Dated.

From

The Chief General Manager (IT),
OPTCL, Bhubaneswar.

To

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SHORT TENDER CALL NOTICE NO. TW-IT-ST-01/2011-12

Sub: - Short Tender Call Notice for procurement of A.C Timer Switches.

Dear Sirs,

Quotations in a sealed cover super scribed as “ Tender for A.C Timer Switches due on **dt 19.09.2011**” are invited by IT Dept., OPTCL, Bhubaneswar from interested vendors for items conforming to the specification and quantity mentioned below.

Sl. No.	Name of Items	Specification	Nos. required.
01	Programmable AC Timer	Each OEM Timer should control 2 A.C units	13 Nos.

The price bid as per strictly Annexure-A and the Technical Bid as per Annexure-B are to be duly filled in by the Tenderer and submitted along with E.M.D. in the sealed cover.

The quotations should reach this office by **1.30 P.M. on dt 19.09.2011** and shall be opened on the same day at **3.30 PM** in presence of the tenderer or their authorized representatives.

The undersigned reserves the right to accept/reject any or all tenders without assigning any reason thereof.

TERMS AND CONDITIONS:

01. **Scope of work:** -

The A.C Timer Switches are to be connected each between a pair of A.Cs for the programmatically control of operation of the A.Cs.

02. **EMD:** - EMD amounting to Rs 500.00 (Rupees Five hundred only) either in cash, to be deposited with D.D.O. Headqrs. office at OPTCL cash counter or in shape of D.D issued by any nationalized Bank in favour of the DDO, Headqrs. office, OPTCL, Bhubaneswar payable at Bhubaneswar is to be submitted with the tender. If the EMD is submitted by cash, the original Money Receipt is to be attached with the tender. Tenders without EMD shall not be accepted.

03. **Price:** - Price quoted by the tenderer at Annexure-A must be inclusive of all taxes, duties and transportation charges, installation and commissioning charges etc. FOR destination basis i.e. OPTCL, as per Annexure-D. Taxes and duties if any, should be mentioned in clear terms separately.

04. **Validity:** - The offer should remain valid for a period of 180 days from the date of opening.

05. **Delivery:** - The delivery, installation and commissioning of the equipments by the Vendor at Consignee's premises as per Annexure- D shall be completed within 30 days from the date of issue of the order.

06. **Penalty:** -

i) In case the supplier fails to deliver the AC Timer Switches within the stipulated delivery period, liquidated damage @ 0.5% per each calendar week or part thereof subject to maximum of 5% of the cost of materials shall be imposed on the vendor. However, imposition of liquidated damage is subject to force majeure conditions.

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 0.5% of the total Purchase order amount for each calendar week of delay shall be recovered by the purchaser within the warranty 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 all taxes & duties. If the defects so intimated will not be rectified by the supplier within the warranty period, then whole of the B.G. will be forfeited by the purchaser, without any intimation to the Supplier.

07. **Payment:** - (a)90% value of the equipment with 100% taxes and duties shall be paid within 30 days after delivery of materials against proof of consignee's receipt certificate issued by OPTCL for having received the stores in full and good conditions and submission of warranty certificate & installation certificate confirming satisfactory installation and operation of the equipment.

(b)The balance 10% payment shall be made after submission of the Performance Bank Guarantee for 10% value of the equipment valid for 15 (Fifteen) months from the date of commissioning of the last equipment indemnifying OPTCL against all losses incurred during the guarantee/warranty period.

OR

Balance 10% value of the equipment shall be released after expiry of the warranty period of the commissioning of the last equipment covered under this contract.

(c) The composite Bank Guarantee shall be valid for a period of 15 (fifteen) months from the date of commissioning of all equipment. The original Bank Guarantee accompanied with a confirmation letter from the concerned bank shall be submitted in this office.

(d) The submission of following documents shall enable OPTCL to honour your claim raised through Bill against the supply of the consignment covered under this contract for 90% & 10% payment respectively.

FOR 90% PAYMENT

- (i) Bills (in triplicate)
- (ii) Delivery challan
- (iii) Guarantee certificate
- (iv) Installation certificate.

FOR 10% PAYMENT

- I) Bills in triplicate
- II) Performance B.G.

08. **WARRANTY:**

The AC Timer Switches should be warranted for 12 (twelve) months from the date of commissioning. The vendor shall warrant that, the equipment supplied under this contract are new, unused, and confirm to the specification mentioned in Guaranteed Technical Particular for the equipment under this contract.

09. **FORCE MAJEURE CONDITIONS:**

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 public enemy, acts of Govt., fires, floods, strikes, freight embargoes and provided that the supplier within 10 days from the beginning of such delays notify OPTCL in writing the cause of delay. OPTCL shall verify the facts and grant such extension, if the fact is justified.

10. PAYMENT DUE FROM THE SUPPLIER: -

All the 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) entered into with OPTCL.

11. INSURANCE:

Insurance of the materials in transit shall be done by the vendor at their cost.

12. INSPECTION: -

All materials shall be inspected for physical & operational status by the Inspecting Officer(s) at your office/Ware House at Bhubaneswar. You are to give clear three days notice to the Undersigned after your materials are ready for inspection.

13. CONSIGNEE: -

The persons mentioned in Annexure-D shall be the consignees of the equipment for respective locations.

14. VAT, PAN & Authorisation Certificates: - Clear photocopies of VAT, PAN & Service Tax registration and Authorised Dealership Certificates should be submitted along with Tender papers.

15. POST WARRANTY MAINTENANCE:

(i) The firm shall provide post warranty maintenance soon after the warranty period is over for a period of three years.

(ii) A Bank Guarantee of 2% of the cost of the total project (excluding Annual Maintenance Charges) shall be furnished from any Nationalised/ Scheduled Bank to Chief.General Manager (I.T), OPTCL, Bhubaneswar before completion of the warranty period executed in a non-judicial stamp paper worth of Rs. 50/- (Rupees fifty) only subject to change as per Orissa Stamp Duty Act. Valid for a period of 39 (Thirty Nine) months from the date of commencement of AMC period.

No interest will be payable on the Bank Guarantee.

(iii) The annual maintenance charges shall be paid in quarterly installments at the end of each quarter.

(iv) The firm has to conduct quarterly preventive maintenance of each equipment/component of the project.

In case of the firm fails to conduct the quarterly preventive maintenance of any equipment /component of the project, a penalty of 10% of the AMC charges of the equipment for the quarter shall be deducted from the AMC charges.

(v) The compressive warranty support & penalties on downtime thereof shall be applicable as specified under the Clause: 6 "Penalty" mentioned above.

(vi) The Purchaser reserves the right to terminate the maintenance and repairs contract, after the warranty period, at any time without assigning any reasons and the Supplier cannot claim any compensation in this respect.

16. BREACH OF CONTRACT & JURISDICTION OF COURT:

In the event of any breach or default in any of the conditions set forth and provided in this order, the vendor forfeits the whole amount. The forfeiture of the same shall not in any way effect, limit or extinguish any remedy or relief to which the above authority may at any time is lawfully entitled.

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.

Yours faithfully,

- Encl: - 1) Price Bid (Annexure- A)
(2) Technical Bid (Annexure-B)
(3) Performance Bank Guarantee (Annexure-C)
(4) Delivery site details(Annexure – D)

Chief General Manager (IT)

Memo No. _____/

Dated.

Copy to the D.D.O., OPTCL Headquarters office, Bhubaneswar for information and necessary action.

Chief General Manager (IT)

Memo No. _____/

Dated.

Copy to all Notice Boards of OPTCL Headqrs. office for information. /AGM (IT), IT Dept. for publication in OPTCL web site.

Chief General Manager (IT)

PRICE BID

A. Programmable A.C Timer Switch

Sl. No.	DESCRIPTION OF MATERIALS.	MAKE/MODEL	QTY.	UNIT RATE INCLUDING ALL TAXES, INSTALLATION AND COMMISSIONING CHARGES (IN `) #	TOTAL AMOUNT (In Rs)	REMARKS.
1	Programmable A.C Timer		13			
TOTAL (A)(IN Rs.)						

B.Post Warranty Annual Maintenance Charges for Three (3) Years

Sl. No	Description Of Materials	Make/Model	AMC Charge For One (1) Year Including All Taxes (In Rs)	AMC Charge For Three (3) Years (In Rs)	Quantity	Total AMC Amount For Three (3) Years (In Rs)	Remarks
1	Programmable A.C Timer				13		
TOTAL (B) (in Rs)							
TOTAL COST (A+B)(in Rs)							

SIGNATURE OF TENDERER WITH SEAL & DATE

N.B.: -The detail price breakup indicating Excise duty, Sales tax, Entry tax and other taxes, if any, etc is to be furnished in a separate sheet.

TECHNICAL BID**A. AC Timer Switches**

Sl. No.	Description of the Item	OPTCL Specification	Offered Specification (To be filled by the Tenderer)
1	Delay starting facility	Delay starting facility should be there to synchronise system, stability of supply line.	
2	auto and manual mode	Both auto and manual mode facilities are to be available	
3	4hrs. and 8hrs. Auto-change over	4hrs. and 8hrs. Auto-change over is available in auto mode.	
4	Over voltage and under voltage trip protection	Over voltage and under voltage trip protection is to be provided with led indication.	
5	Indicator in running condition	Indicator is to be provided identify the equipment in running condition	
6	Supply Voltage	230V AC	
7	Frequency	50 Hz	
8	Output Contact Current	20A	
9	Power On Delay	3MIN (± 0.5)	
10	Cycle Time Delay	4hrs/8hrs	
11	LED INDICATION		
11.1	Delay		
11.2	Over Voltage		
11.3	Under Voltage		
11.4	Manual		
11.5	Auto		
11.6	AC1		
11.7	AC2		

SIGNATURE OF TENDERER WITH SEAL & DATE

**PROFORMA FOR COMPOSITE BANK GUARANTEE FOR
SECURITY DEPOSIT, PAYMENT AND PERFORMANCE**

This Guarantee Bond is executed thisday of 201_ by us the(Bank) at P.O. P.S..... Dist..... State.-.

WHEREAS THE ORISSA POWER TRANSMISSION CORPORATION LTD., a corporate body constituted under the Company Act, 1956 (herein after called “the OPTCL”) has placed orders No.....Dt.....(hereinafter called “The Contract) on M/s..... (hereinafter called “The Contractor”) for supply, install, testing and commissioning of the AND

WHEREAS the Contractor has agreed to supply, install, testing and commissioning of at the OPTCL in terms of the said contract, 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 10% (ten percent) of the contract value in force of the said contract.

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 contract as aforesaid, we, the(Bank) (hereinafter referred to as ‘the Bank’) do hereby undertake to pay to 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 of any of the terms and conditions contained in the said contract.

(2) We (the Bank.....) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a 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 of any of the terms or conditions contained in the said contract or by reason of the Contractor’s failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding `(Rupees.....).

(3) We (the Bank.....) also undertake to pay to the OPTCL any money so demanded not withstanding any dispute or disputes raised by the Contractor 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 (the Bank.....) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be so enforceable till all the dues of the OPTCL under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till Managing Director, Orissa Power Transmission Corporation Limited or his nominee certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee.

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

(5) We (the 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 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 for 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 the contractor.

(7) We (the Bank.....) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the OPTCL in writing.

(8) We (the Bank.....) further agree that this guarantee shall also be invokable at our place of business at Bhubaneswar in the state of Orissa.

Dated at the day of Two thousand

For
(indicate the name of the Bank)

Witness:

- 1.
- 2.

NOTE FOR TENDERERS : The B.G. is to be furnished in Non-judicial Stamp paper of ` 50/- as applicable as per Orissa Stamp Duty Act. from any Nationalized Bank.

INSTALLATION SITE DETAILS FOR SPLIT AIR CONDITIONERS

Sl No.	Location of IT Centers	Qty.	Name of Consignee and Address	Contact Phone No.
1	Zonal IT Center, Bhubaneswar	4 nos.	JR. Manager(IT), IT Stores,OPTCL, Janpath, Bhubaneswar, Po.Bhoinagar, Dist Khurda,Pin-751022	09861224145
2	Zonal IT Center, Berhampur	4 nos.	Sri Satya Narayan Patra, SDO, EHT(O&M) Division, OPTCL,Duduma Colony, First Gate Berhampur.	
3	Zonal IT Center, Jeypore	2 nos.	Sri Kailash Chandra Sahu, JM(IT), EHT(O&M) Circle, OPTCL, Machhakund Road, Jeypore,Dist Koraput.	
4	Zonal IT Center, Chainpal	4 nos.	Sri Prasant Kumar Pani, DM(Electrical), EHT(O&M) Circle, OPTCL, Chainpal, Dist.Anugul.	
5	Zonal IT Center, Burla	4 nos.	Sri Pravakar Barik, Clerk-B, O/o GM(Elect), EHT(O&M) Circle, OPTCL, Burla	
6	Zonal IT Center, Rourkela	4 nos.	Sri Ratnakar Nayak, Clerk-B, E&MR Division,OPTCL,AT/PO: Chhend, Rourkela	
7	Zonal IT Center, Balasore	2 nos.	Sri Sukant Kumar Sethi, DM(Elect), EHT(O&M) Division, OPTCL, Balasore,Dist. Balasore.	
8	SLDC IT Data Center, Bhubaneswar	2 nos.	Sri P.K Das, DGM(Elect), IT-Coordinator, SLDC, Mancheswar, Bhubaneswar.	