



BHUBANESWAR SMART CITY LIMITED (BSCL)

REQUEST FOR PROPOSAL

**SUPPLY, INSTALLATION, COMMISSIONING OF 625 KVA DG SET AT MLCP,
RAJMAHAL, BHUBANESWAR**

Bid Identification No.783/BSCL/Engg/03/2023

RFP Issued on: 21.4.2023

Issued by:

Bhubaneswar Smart City Limited (BSCL)

ICOMC Tower, 5th Floor,

Bhoi Nagar, Unit-09

Bhubaneswar – 751022, Odisha

Website: <https://www.smartcitybhubaneswar.gov.in/>

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Bhubaneswar Smart City Ltd

5th Floor, ICOMC Tower, Bhoi Nagar, Unit-09, Bhubaneswar-751022

E-mail ID: bbsr.bscl@gmail.com, CIN-U74990OR2016PLC020016

Telephone-0674-2548428, FAX-0674-2540811

Bid Identification No.783/BSCL/Engg/03/2023

Request For Proposal

No.783

Dated. 21.04.2023

The General Manager (Engg), Bhubaneswar Smart City Ltd invites **Request For Proposal in Double cover system** for Supply, installation & Commissioning of 625KVA DG Set with other ancillary works as detailed in the table, from eligible OEM / Manufacture / Authorized Dealer **with other statutory documents**. The proof documents shall be enclosed along with the Bid. The bidder may submit bids for the following work.

SL No.	Name of the work	Period of completion	Class of contractor	Bid security EMD	Cost of bid document
1	2	3	3	5	6
1	Supply, installation, commissioning of 625KVA DG set and ancillary work at MLCP Rajamaharaj, Bhubaneswar	02 (Two) Calendar Months	OEM/Manufacture/Authorized Dealer (See RFP)	Rs.60,000/-	Rs.10000/-

Note: Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms & Conditions of contract and other necessary Documents can be seen in the website <https://smartcitybhubaneswar.gov.in>

1. RFP documents can be downloaded from website <https://smartcitybhubaneswar.gov.in>. The RFP documents must be accompanied with Bank draft of the required amount as mentioned in column 6 drawn in favour of Chief Executive Officer, Bhubaneswar Smart City Ltd is payable at Bhubaneswar

2. Bids must be accompanied with bid security of the amount specified for the work in the table under Col.5 as above in any one of the forms as specified in the bidding documents. However, the bidder claiming for exemption/relaxation of EMD amount must submit an **affidavit** separately for such purpose along with the documentary proof for the claim.
3. The Bid documents shall be made available in the website from **10.30AM of 22.04.2023** and close on of **11.30AM of 04.05.23**. And, Bids shall be received from **22.04.2023 to 04.05.2023** up to **03:30PM**.
4. Bids must be delivered in the tender box having identification No. BSCL-01/2023 in the Office of Bhubaneswar Smart City Ltd.

5. A Prebid meeting to be held on 11.00AM of 27.04.23 in Bhubaneswar Smart city Ltd office and bidder are requested to visit the site before submitting their RFP.
6. The Bhubaneswar Smart City Ltd will not be responsible in any way for delay in receipt of the tender paper sent by post. Bid submitted electronically or by fax will not be entertained.
7. The Techno-Commercial Bids will be opened on **04.05.2023** at **04.00PM** in the office of the undersigned in the presence of the bidders or their authorized representatives who wish to attend. If the office happens to be closed on the last date of receipt or opening of the bids as specified, then the bids will be received/opened on the next working day at the same time and venue unless otherwise notified. The Authority will not be held responsible for any postal delay in delivery. The document sent through post to the undersigned should be received in the Bhubaneswar Smart City office on or before last date of submission of Bids. The Bhubaneswar Smart City Ltd will not be responsible in any way for delay in receipt of the tender paper sent by post.
8. It is mandatory that the tender should be accompanied with the attested Xerox copies of the Valid Registration Certificate, GSTIN, PAN card, original financial instrument for Bid paper Cost, original financial instrument for Bid Security Cost (EMD) and other requisite documents as per RFP, without which the tender will be considered as non-responsive. The original documents have to be produced before the General Manager (Engg), BSCL, Bhubaneswar for verification within 3 (three) working days of opening of the tender, otherwise the bid shall be considered as non-responsive and thus will be rejected.
9. The undersigned reserves the right to reject the tender and the scope of the work can be increased/decreased without assigning any reason thereof. Other details can be seen in the bidding documents.
10. Detailed information as contained in the RFP shall have to be strictly adhered to while submitting the tender papers.

By Order

S/d-

General Manager (Engg)
Bhubaneswar Smart City Ltd.

Memo No.784

Date. 21.04.2023

Copy submitted to the Deputy Director and Deputy Secretary to Government of Odisha, I & P.R. Department, Odisha, Bhubaneswar with a request to get it published in two leading Oriya Daily and one no of Local English Daily New Paper at an early date for wide circulation of the Tender Call Notice. Complimentary copy of the News Papers containing the Tender Call Notice may be sent to this office for reference and record.

S/d-

General Manager (Engg)
Bhubaneswar Smart City Ltd

Memo No. 785 Dt. 21.04.2023

Copy submitted to P.S. to Commissioner, Bhubaneswar Municipal Corporation -Cum CEO, BSCL for kind information of CEO, BSCL & P.S to Vice Chairman, BDA-cum Managing Director, BSCL for kind information of Vice Chairman, BDA-cum Managing Director, BSCL.

S/d-
General Manager (Engg)
Bhubaneswar Smart City Ltd.

Memo No. 786 Dt. 21.04.2023

Copy to the General Manager (Admin) for information and is requested to instruct the IT team for its publication in the BSCL Website.

S/d-
General Manager (Engg)
Bhubaneswar Smart City Ltd.

Memo No. 787 Dt. 21.04.2023

Copy to the CFO, BSCL for information and necessary action.

S/d-
General Manager (Engg)
Bhubaneswar Smart City Ltd.

Memo No. 788 Dt. 21.04.2023

Copy to Notice Board, BSCL, Bhubaneswar / Notice Board BDA / Notice Board BMC / Notice Board, R&B Division No. IV and R&B Division No. V, Nirman Soudha, Bhubaneswar / Executive Engineer, BCDD-I , TPCODL/SE Electrical Circle Bhubaneswar, TPCODL for Display and wide circulation.

S/d-
General Manager (Engg)
Bhubaneswar Smart City Ltd.

1. RFP Data Sheet:

Sl No	Items	Details
(A)	GENERAL INFORMATION	
01	Bid Identification No.	783/BSCL/Engg/03/2023
02	Name of Work	Supply, Installation and Commissioning of 625KVA DG set and ancillary work at MLCP, Rajmahal, Bhubaneswar.
03	Officer Inviting Tender	The General Manager (Engg) Bhubaneswar Smart City Ltd
04	Accepting Authority	The Chief Executive Officer Bhubaneswar Smart City Ltd
(B)	RFP INFORMATION	
05	Cost of Bid Document	Rs. 10,000/- (Ten Thousand only)
	(a) Bank Draft Amount	Rs. 10,000/- (Bid Cost)
	(b) In favour of	Chief Executive Officer, Bhubaneswar Smart City Ltd , payable at Bhubaneswar
06	Bid Security / Earnest Money Deposit (EMD)	In Shape of Fixed Deposit Receipt of any scheduled bank / Kissan Vikas Patra / Post office Savings Bank Account/ National Savings Certificate / Postal Office Time Deposit Account
	(a) Amount	Rs.60,000/-(Sixty Thousand only)
	(b) Pledged in favour of	Chief Executive Officer, Bhubaneswar Smart City Ltd , payable at Bhubaneswar
07	Submission of Bids	In this system (under 2 bid system) bidder must submit their offer in separate sealed envelopes as – Techno-Commercial Bid and Price Bid. Both the Technical Bid and Price Bid envelopes should be clearly marked as " Envelope No. 1 -Techno-Commercial Bid "(see Annexure 6) and " Envelope No. 2 - Price Bid "(see Annexure 4) and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super-scribed with our Bid Identification No & Due Date and to be submitted to the

		concern department/section mentioned in RFP.
08	Date of Available of RFP Document in BSCL website	22.04.2023 (10.30 AM) to 04.05.2023 (11.30 AM)
9	Last date of Submission of Bid	04.05.2023 (03.30 PM)
10	Pre- Bid Meeting	27.04.2023 (11.00AM)
11	Date and Time of Opening of Techno- Commercial Bid	04.05.2023 (04.00PM)
12	Place of Submission of Bid	Bhubaneswar Smart City Ltd, ICOMC Tower 5 th Floor ,Bhoi Nagar,Unit-09,Bhubaneswar-751022
13	Amount of Security Deposit (SD)	5% (Five) of awarded PO /Agreement value (excluding taxes) Amount shall be submitted in the shape of DD or Bank Guarantee in the format provided in Annexure 8
14	Bid validity period	90 Days
15	Time period for Completion of work	02(Two) Calendar Month
16	Currency of Contract	Indian Rupees
17	Language of Contract	English

Note:

- 1) If any date specified herein is a holiday, then the next working day will be the applicable date for the proposed event and the time will remain the same.
- 2) The Schedule indicated above is tentative and BSCL may change any or the entire schedule under intimation to all bidders.

All other details can be seen from the Tender Document available on the on the website of BSCL <https://smartcitybhubaneswar.gov.in> .BSCL reserves the right to reject any or all bids without assigning any reason thereof.

2.Disclaimer

- 2.1 This Bid document is neither an agreement nor an offer by BSCL to the prospective Bidders or any third party. The purpose of this Bid document is to provide interested parties with information to facilitate the formulation of their Bid pursuant to this Bid document.
- 2.2 This Bid document includes statements, which reflect various assumptions and assessments arrived at by BSCL. Such assumptions, assessments and statements do not purport to contain all the information that a Bidder may require. This Bid document may not be appropriate for all persons, and it is not possible for BSCL to consider the particular needs of each party who reads or uses this Bid document. The assumptions, assessments, statements and information contained in the Bid document may not be complete, accurate, adequate or correct. Each Bidder must, therefore conduct its own due diligence and analysis and should verify the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid document and obtain independent advice from appropriate sources.
- 2.3 Information provided in this Bid document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information provided is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BSCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 2.4 BSCL, its employees and its consultants make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, the law of contract, tort, principles of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered in connection with this Bid document, or any matter deemed to form part of this Bid document, or arising in any way in relation to this Bidding Process.
- 2.5 Neither BSCL nor its employees or its consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this Bid document. BSCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upto the statements contained in this Bid document.

- 2.6 The Bidders should confirm that the Bid document downloaded by them is complete in all respects including all annexures and attachments. In the event the document or any part thereof is mutilated or missing, the Bidder may be informed GM(Engg), BSCL immediately in writing.
- 2.7 If no intimation/queries are received within the last date for submission of queries, it shall be considered that the RFP Documents received by the Bidder is complete in all respects and that the Bidder is fully satisfied with the RFP Documents.
- 2.8 No extension of time shall be granted to any Bidder for submission of its Bid on the ground that the Bidder did not obtain the complete set of Tender Documents.
- 2.9 This Bid document and the information contained herein are strictly confidential and privileged and are for the exclusive use of the Bidder to whom it is issued. This Bid document shall not be copied or distributed by the recipient to third parties (other than, to the extent required by Applicable Law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this Bid document). In the event after the issue of the Bid document, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this Bid document and the information contained herein shall be kept confidential by such party and its professional advisors at all times.
- 2.10 BSCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment or assumptions contained in this Bid document at any time during the Bidding Process. All such changes shall be uploaded on the BSCL website <https://smartcitybhubaneswar.gov.in>. It is the duty of Bidders to visit the website of BSCL regularly and keep themselves updated on the Bidding Process and any communication made in relation to the Bidding Process.
- 2.11 The Bidders or any third party shall not object to such changes/ modifications/ additions/ alterations as provided in Clause 3.10 above, explicitly or implicitly. Any such objection by the Bidder shall make the Bidder's Bid liable for rejection by BSCL. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of BSCL with respect to this Bid document.
- 2.12 The Bidder shall not make any public announcements with respect to the Bidding Process, this Bid document and/or the Bidding Documents. Any public announcements to be made with respect to the Bidding Process or this Bid document shall be made exclusively by BSCL. Any breach by the Bidder of this Clause shall be deemed to be in non-compliance with the terms and conditions of this Bid document and shall render the Bid liable for rejection. BSCL's decision in this regard shall be final and binding on the Bidder.
- 2.13 By responding to the Bid document, the Bidder shall be deemed to have confirmed that it has fully satisfied and has understood the terms and conditions of the Bid document. The Bidder hereby expressly waives any and all claims in respect thereof.
- 2.14 The Bid is not transferable.

3. Abbreviations

AMC	Annual Maintenance Contract
BG	Bank Guarantee
BOQ	Bill of Quantity
DSC	Digital Signature Certificate
EFT	Electronic Fund Transfer
EMD	Earnest Money Deposit
ESI	Employee's State Insurance
For	Freight on Road
FY	Financial Year
GCC	General Conditions of Contract
GST	Goods and Services Tax
GSTIN	GST Identification Number
GSTR	GST Returns
GTE	General Technical Evaluation
I/C	In-Charge
IFSC	Indian Financial System Code
INR	Indian Rupee / legal tender currency of India
ISI	Indian Standards Institute
ISO	International Organization for Standardization
IT	Income Tax
ITC	Input Tax Credit
JV	Joint Venture
LD	Liquidated Damages
LLP	Limited Liability Partnership
LoA	Letter of Award
MICR	Magnetic Ink Character Recognition
MSE	Micro & Small Enterprises
MSME	Micro, Small & Medium Enterprises
NEFT	National Electronic Funds Transfer
NIT	Notice Inviting Tender
OEM	Original Equipment Manufacturer
BSCL	Bhubaneswar Smart City Ltd
PAN	Permanent Account Number
POL	Petroleum, Oil and Lubricants
PSU	Public Sector Undertaking
RFP	Request for Proposal
RTGS	Real Time Gross Settlement
SBI	State Bank of India
SCC	Special Conditions of Contract
SO	Service Order
TIA	Tender Inviting Authority

4. Definitions and Interpretations

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

- 4.1 "Applicable Laws" means all laws, legislations, statutes, rules, directives, ordinances, notifications, exemptions, regulations, judgments/ orders of any court, tribunal, regulatory bodies and quasi-judicial bodies or any interpretation thereof enacted, issued, or promulgated by any authority and applicable to either BSCL or to the Bidders;
- 4.2 "Authorized Signatory" shall have the meaning as set forth in Clause 8.5;
- 4.3 "Bid" means the documents submitted by a Bidder pursuant to this Bid document, including the Techno-Commercial Bid along with any additional information/clarifications required/ sought by BSCL and the Price Bid, submitted strictly in the formats provided by BSCL. The Bid shall not be considered to be a Bid if it is not submitted as per the formats prescribed by BSCL;
- 4.4 "Bidder" designates the legal entity which has made a proposal, a tender or a bid with the aim of concluding a Service Order / Agreement with BSCL;
- 4.5 "Bidding Process" means the process governing the submission and evaluation of the Bids as set out in the Bid document itself;
- 4.6 "Bid Due Date" shall mean the last date for submission of bids, as given in the Schedule for the Tender. No bids shall be accepted in the online system. The Bid (RFP) must be submitted in Drop Box No. at BSCL office or through by Post and BSCL not responsible for any postal delay.
- 4.7 "Bid Validity Period" shall have the meaning given to it in Clause 7.7;
- 4.8 "EMD" means the amount submitted by a Bidder to BSCL for participating in the Bidding Process, in terms of Clause 7.6;
- 4.9 "Financial Criteria" shall have the meaning given to it in Clause 6.2;
- 4.10 "Financial Year" means the 12 months period from 1st April to 31st March corresponding to the audited annual accounts;
- 4.11 "Letter of Award (LoA)" means the written official intimation by BSCL notifying the Selected Bidder that the work has been awarded in its favour as per the terms and conditions mentioned therein;
- 4.12 "Net Worth" shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013;
- 4.13 "Notice Inviting Tender" or "Bid document" or "RFP document" or "Tender Paper" or "Tender Documents" or "Tender" or "Bid Documents" means documents issued by BSCL vide Bid document No. 783/BSCL/Engg/03/2023 Date 21.04.2023 for Supply,

Installation & Commissioning of 625 KVA DG Set at MLCP, RAJ MAHAL and ancillary work of BSCL and shall include any modifications, amendments, corrigenda/ addenda or alterations thereto. The documents are as follows:

- a) This Bid document;
 - b) Any corrigendum(a)/addendum(a) and clarification(s) to the Bid document issued by BSCL subsequent to the issue of the Bid document will also be considered an integral part of the Bid document. Any reference to the Bid document in the Agreement shall include such corrigendum(a)/ addendum(a);
- 4.14 "BSCL" means Bhubaneswar Smart City Limited having its office at 5th floor, ICOMC Tower, Bhoi Nagar, Unit-9, Bhubaneswar – 751 022, Odisha including its successor and assignees or its representatives;
 - 4.15 "Pre-bid Meeting" means Pre-bid meeting to be held as per the schedule indicated in the Schedule for the Tender hereof;
 - 4.16 "Price Bid" means the Price Bid submitted by the Bidder, in accordance with Clause 7.14.2;
 - 4.17 "Related Party" shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;
 - 4.18 "Revised Price Bid" shall have the meaning given to it in Clause 7.20.1;
 - 4.19 "Selected Bidder" shall have the meaning given to it in Clause 7.20;
 - 4.20 "Successful Bidder" shall have the meaning given to it in Clause 7.21;
 - 4.21 "Technical Criteria" shall have the meaning given to it in Clause 6.1;
 - 4.22 "Technically Qualified Bidder" means a Bidder whose Techno-Commercial Bid is responsive and meets the requirements to the satisfaction of BSCL as per terms and condition of the Bid document and is qualified for opening of its Price Bid;
 - 4.23 "Techno-Commercial Bid" means proposal submitted by the Bidder in accordance with Clause 7.14.1;
 - 4.24 "Tender Paper Fee" shall have the meaning as set forth in Clause 7.5;
 - 4.25 "Turnover" shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.

All other capitalized words not defined herein shall have the same meaning as ascribed to them in the Bid document. Terms and expressions not defined anywhere in the Bid

Documents shall have the same meaning as are assigned to them in Indian Contract Act, 1872 and/or in General Clauses Act, 1897.

5.Scope of Supply

5.1The selected Bidder shall have to supply to BSCL the following goods in the belowmentioned timeframe:

Sl. No.	Name/ type of goods	Total requirement with units	Time period for supply	Delivery location
1	Supply, Installation & Commissioning of 625 KVA DG Set along with Accessories as per scope of tender (Annexure 2)	1	60 days	MLCP, RAJ MAHAL, UNIT- 2,Bhubaneswar, Odisha

The scope includes Civil foundation work, Supply ,installation and commissioning and testing of DG Set as well as Metering panel with Air Circuit Breaker(ACB),DG stack along with facilitation of obtaining statutory approval.

- 5.2 The detailed scope and specifications of the goods to be supplied and the scope of supply, along with the inspection requirements, requirements of special tests and test certificates (if any) and requirements of statutory and compliance related approvals is given in Special Conditions of Contract as enclosed in **Annexure 2**.
- 5.3 The “General Conditions of Contract-Goods” as enclosed in the tender at Annexure-1 shall form an integral part of the Bid document and will also form a part of the Purchase Order placed against this tender.

6 Eligibility Criteria

The Bidders eligible to participate in this tender should fulfill the following Criteria:

#	Criteria	Required Documents
6.1	<p><u>Technical Criteria</u></p> <p>The Bidder must be a manufacturer or an authorized dealer.</p> <p>a) The OEM should have manufactured, supplied, installed & commissioned successfully at least one DG Set of 625KVA or higher capacity in the last five years.</p> <p>b) Authorized dealer should have supplied, installed & commissioned successfully at least one DG Set of 625KVA or higher capacity in the last five years</p> <p><u>Note:</u></p> <p>Applicable 5(five) years shall be preceding five financial years excluding the financial year of floating of the Tender (i.e., FY2018-19, FY2019-20, FY2020-21, FY2021-22 and FY 2022-23)</p>	<p>Self-attested copies of</p> <p>(i) Relevant purchase orders containing the value and specifications of the goods supplied.</p> <p>(ii) Completion certificate from their customer(s), regarding successful supply, installation and commissioning of the 625KVA or higher capacity DG Set.</p> <p>(iii) For Manufacturers - Copy of manufacturing license.</p> <p>(iv) For Authorized dealer - Copy of valid OEM Authorization certificate along with OEM Manufacturing License.</p>
6.2	<p><u>Financial Criteria</u></p> <p>Average annual financial turnover of the Bidder during the last 3 (three) financial years should be at least ₹30Lakh.</p> <p><u>Note:</u></p> <p>a. Applicable 3(three) years – FY 2019-20, FY 2020-21, FY 2021-22</p>	<p>Copies of audited financial statements (Profit and loss, Balance sheet & cash flow statement)</p>

#	Criteria	Required Documents
6.3	Other Criteria	
6.3.1	The Bidder can be either i) a Company (Private or Public), or ii) a registered partnership firm, or iii) an LLP firm iv) Proprietorship Firm	Copies of a) Company (Private or Public) • Certificate of Incorporation • Memorandum of Association • Articles of Association b) Registered partnership firm • Registration certificate/ Certificate of Incorporation • Deed of Partnership c) LLP firm • Certificate of Incorporation • Deed of Partnership d) Proprietorship Firm • Copy of Proprietorship deed • Copy of GST registration certificate • Certificate of Incorporation
6.3.2	The Bidder should have valid PAN and GSTIN registration	▪ Copy of PAN ▪ Copy of GST registration certificate – REG 06
6.3.3.	The Bidder should not have been banned/blacklisted by BSCL or any government agency or any PSU as on the date of submission of Bid	Affidavit to this effect, as per the format given in Annexure 5
6.3.4	Tender Paper Fee, EMD amount and Power of Attorney	a) Proof of payment of Tender Paper Fee; Please refer to Clause 8.6 for further details b) Proof of payment of EMD; Please refer to Clause 8.7 for further details. c) Power of Attorney (as per the format given in Annexure 3) in favour of the Authorized Signatory of the Bidder who shall also be the DSC holder. Please refer to Clause 8.5 for further details
6.3.5	The Bidder whose Contract/Agreement with BSCL had been terminated /failed to perform during last 3 years will not be eligible to participate in the bidding.	Decision of BSCL in this regard is final & binding on all such entities.

Note

- a. The value of the contracts or work orders or agreements to be considered shall be exclusive of all taxes and duties.
- b. The word delivered means that the Bidder ought to have completed the scope of services in the technical capacity above, even if the total contract or Work Order is not completed/closed. However, Bidder ought to have completed the entire range of services as specified in the Bid document, even if the total Contract is not completed/closed. The Bidder shall also be required to submit a part completion certificate which should clearly indicate the value and the completed portion (physical progress) of the work (which should satisfy requirement of the Bid document). The part completion certificate shall also highlight if the part performance/ progress of the work of the Bidder with respect to the services under consideration, was satisfactory or not.
- c. Bidding in the form of a consortium is NOT allowed.

7. Instruction to Bidders

- 7.1 The Bidders intending to participate in this RFP bids are required go through the detail instruction of this bid.
- 7.2 The tender documents shall be available on the official website of BSCL i.e <https://smartcitybhubaneswar.gov.in> from 10.30AM 22.04.2023 to 11.30AM 04.05.2023
There shall be no sale of hard copies of the tender documents. Tenders can be accessed by the prospective Bidders at the above websites and may be downloaded by them free of cost. However, the Tender Paper Fee Rs. 10000/- (Rupees Ten Thousand Only) in shape of Demand Draft drawn in favour of "Chief Executive Officer, Bhubaneswar Smart City Ltd" payable at Bhubaneswar shall have to be paid at the time of bid submission, unless exempted to be paid by the competent authority.
- 7.3 The bids are to be submitted in two covers, consisting of: (i) **Techno-Commercial Bid (under Cover I)** and (ii) **Price Bid (under Cover II)**. Both the Techno-Commercial Bid and the Price Bid sealed covers are to be put in a bigger cover which should also be sealed and duly super-scribed with our Bid Identification No & Due Date and Name of the work i.e. "Supply, Installation, Operation and Commissioning of 625KVA DG set at MLCP, Rajmahal, Bhubaneswar". And reached the Bhubaneswar Smart City Ltd Office, ICOMC Tower, 5th floor, Bhoi Nagar, Bhubaneswar-751022 by Post or physically in Tender Box on or before 04.05.2023 03.30PM. BSCL will not be responsible for any postal delay.
- 7.4 The Authorized Signatory of the Bidder shall be duly authorized by a Power of Attorney authorizing him/her to perform all tasks related to tender submission, including but not limited to sign and submit the bid and to participate in the bidding process on behalf of the Bidder. The format for the Power of Attorney is given in **Annexure 3** of this Bid document. Each page of all scanned documents submitted as part of the Techno-Commercial Bid shall be initialed with date by the Authorized Signatory of the Bidder at the lower left-hand corner of each page.
- 7.5 Tender Paper Fee
- 7.5.1 The Bidder shall pay to BSCL a non-refundable amount ("Tender Paper Fee"), indicated in the Data Sheet, as part of its Techno-Commercial Bid. The mode of payment of the Tender Paper Fee is also indicated in the **RFP Data Sheet (clause 05)**.

7.5.2 The Bidders, who are exempted to deposit Tender Paper Fee due to any exemption granted by the Government of Odisha, are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Techno-Commercial Bid document while submitting online. The Bidders, who does not submit Tender Paper Fee claiming exemption but does not submit relevant document, is ineligible for bidding and such bid shall be summarily rejected.

7.6 Earnest Money Deposit (EMD)

7.6.1 Bidders as part of their Techno-Commercial Bid shall have to submit an Earnest Money Deposit; the amount of the EMD as indicated in the **RFP Data Sheet (clause 06)**.

7.6.2 Mode of Payment:

The EMD instrument amounting Rs. 60,000/- (Sixty Thousand only) shall be payable as per information on **RFP Data Sheet clause no.06** and must submitted in Techno-commercial bid cover. For the avoidance of doubt, it is clarified that BSCL shall not be liable to pay any interest on the EMD deposit so made and the same shall be interest free.

7.6.3 Return of EMD:

The EMD of the technically disqualified Bidders shall be returned after declaration of the list of such technically qualified Bidders by BSCL. The EMD of other unsuccessful Bidders shall be refunded after signing of the Agreement with the Successful Bidder.

7.6.4 The Bidders, who are exempted to deposit EMD amount due to any exemption granted by the Government of Odisha, are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Techno-Commercial Bid document while submitting the RFP(Bid). The Bidders, who does not submit EMD amount claiming exemption but does not submit relevant document, is ineligible for bidding and such bid shall be summarily rejected.

7.6.5 The EMD of the Selected Bidder shall be returned upon the Selected Bidder furnishing the Security Deposit.

7.6.6 Forfeiture of EMD: The EMD shall be forfeited and appropriated by BSCL as a genuine pre-estimated compensation and damages payable to BSCL for, inter alia, the time, cost and effort of BSCL without prejudice to any other right or remedy that may be available to BSCL hereunder, or otherwise, under the following conditions:

- 7.6.6.1 if any of the documents submitted by a Bidder as part of the bid is found to be not genuine or forged or any of the claims, confirmations, statements or declarations of the Bidder is found to be incorrect or inconsistent, or is a case of any material misrepresentation of facts at any point of time during the bid evaluation process;
 - 7.6.6.2 if the Selected Bidder fails to acknowledge and return to BSCL a signed copy of the LoA or Purchase Order within the timeframe allowed by BSCL;
 - 7.6.6.3 if the Selected Bidder fails to submit the Security Deposit within the timeframe allowed by BSCL;
 - 7.6.6.4 if a Bidder withdraws its bid before completion of the bidding process during the bid validity period, except as provided in Clause 7.7;
 - 7.6.6.5 If the Bidder has otherwise committed any breach of the terms of this Bid document;
 - 7.6.6.6 in case the Selected Bidder, does not comply with the requirements of the Price Bid or the revised Price Bid, as the case may be;
 - 7.6.6.7 in case the Techno-Commercial Bid of a Bidder contains any information on the Price Bid of the Bidder;
- 7.6.7 In case of cancellation of the tender before bid opening date and time, the EMD shall be refunded to respective Bidder's.
- 7.7 Bid validity period: The bid shall initially remain valid and binding on the Bidder for at least 90(Ninety days from the Bid Due Date, as given in the Schedule for the Tender. Any bid with a shorter validity period shall be rejected by BSCL. Under exceptional circumstances, BSCL may in writing request the Bidders to extend the bid validity period of their bids. In case the Bidder refuses the request of BSCL to extend its bid, the EMD of such Bidder will be returned to the Bidder. However, such bids will not be evaluated further.
- 7.8 Issue of clarifications: Bidders may also send their queries by email to BSCL in E-mail ID: bbsr.bscl@gmail.com; queries received after the last date for sending queries (as per the Schedule for the Tender) may not be considered by BSCL. The responses to the queries received shall be published by BSCL on its website .

and the same shall also be considered to be a part of the tender documents; however, the source of queries shall not be mentioned.

- 7.9 Issue of corrigendum / amendment: At any time prior to the Bid Due Date, BSCL may at its own initiative or in response to a query or clarification requested by a prospective Bidder if found appropriate, issue a corrigendum/ amendment to the tender documents, which shall be available for download on its website and the same shall also be considered to be part of the tender documents. In order to give Bidders reasonable amounts of time to take into account such corrigendum / amendment, BSCL may at its own discretion also extend the Bid Due Date.
- 7.10 Extension of Bid Due Date: BSCL may, at its discretion, extend the Bid Due Date which shall be related as an act of amendment of this Bid document.
- 7.11 Acknowledgement by the Bidder: It shall be deemed that by submitting its bid, the Bidder has:
- i) made a complete and careful examination of the tender documents;
 - ii) received all relevant information requested from BSCL;
 - iii) accepted the risk of inadequacy, error or mistake in the information provided in the tender documents or furnished by or on behalf of BSCL relating to any of the matters related to this tender or otherwise;
 - iv) satisfied itself about the scope of supply of goods <and installation> and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for supplying of the required goods in accordance with the tender documents and performance of all of its obligations there under;
 - v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information said to be in the bidding documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from BSCL;
 - vi) agreed to be bound by the undertakings provided by it under and in terms; and

BSCL shall not be liable for any omission or commission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the tender documents or the bidding process, including any error or mistake therein or in any information or data given by BSCL.

- 7.12 Right to accept or reject any/ all bids: Notwithstanding anything contained in the Bid document, BSCL reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the Bids at any stage of the Bidding Process without assigning any reasons, thereof. Further BSCL reserves the right to annul the Bidding Process and / or to reject any or all Bids at any stage prior to the issue of Purchase Order without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for BSCL's action. Decision of BSCL shall be final and binding in this regard. BSCL reserves the right to reject any bid if at any time, a material misrepresentation is made or uncovered or if the bid received is conditional or qualified.
- 7.13 Language of the bid: The bid and all related correspondence and documents in relation to the bidding process shall be in the English language. Supporting documents and printed literature furnished by the Bidder with the bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail. The English translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate.
- 7.14 Bid to be submitted by Bidders: The bid to be submitted by Bidders shall consist of the Techno-Commercial Bid and the Price Bid.
- 7.14.1 Techno-Commercial Bid: Bidders shall have to submit their Techno-Commercial Bid should consist of clear and legible copies of all the required documents and should be submitted within the Bid Due Date, as indicated in the Schedule for the Tender. The Techno-Commercial Bid shall contain no information on the Price Bid of the Bidder. The Techno-Commercial Bid shall consist of the following:
- 7.14.1.1 Documents Supporting Eligibility Criteria (Refer Chapter 6)
 - 7.14.1.2 Techno-Commercial Bid checklist as per Annexure 6
 - 7.14.1.3 Mandate Form for Bank payment through e-mode as per Annexure 7

7.14.2 Price Bid: Financial bid Cover is to contain the price bid duly filled in and signed by the bidder As per (Annexure-4)

7.15 Material deviation

7.15.1 Bids shall be liable for rejection in case of material deviation, that shall include, inter alia, the following:

- 7.15.1.1 The Techno-Commercial Bid or any accompanying document or Price Bid submitted by the Bidder is not in accordance with the formats given in this tender document.
- 7.15.1.2 The Techno-Commercial Bid is not accompanied by all the documents required to be submitted in terms of this tender document as per Clause 7.14.1
- 7.15.1.3 It does not contain all the information (complete in all respects) as requested in this tender document (in accordance with the formats provided in this tender document);
- 7.15.1.4 The Techno-Commercial Bid is not accompanied by documentary evidence of the credentials of the Bidder(s).
- 7.15.1.5 The Techno-Commercial Bid or Price Bid submitted by the Bidder is conditional or qualified.
- 7.15.1.6 The bid submitted by the Bidder is not valid for the minimum bid validity period, as per Clause 7.7.
- 7.15.1.7 It is otherwise substantially/materially in deviation of the terms and conditions of the tender document.

7.15.2 BSCL may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission. BSCL may request that the Bidder submit information or documentation, within a reasonable period of time (Refer Clause 7.18.3), to rectify nonmaterial nonconformities in the Technical-Commercial Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request of BSCL by the date specified therein, may result in the rejection of its Bid. BSCL, however, is not bound to waive such non-conformity under this Clause 7.15.2.

- 7.16 Bid preparation cost: The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BSCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and BSCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.
- 7.17 Opening of Techno-Commercial Bids: The Techno-Commercial Bids shall be opened as per the schedule indicated in Schedule for the Tender.
- 7.18 Evaluation of Techno-Commercial Bids:
- 7.18.1 The Techno-Commercial Bids shall first be evaluated to determine whether they are complete, whether the required documents have been submitted in the correct formats and whether the documents have been properly signed by the Authorized Signatory and whether the Techno-Commercial Bid is generally in order. It will be determined whether the Techno-Commercial Bid is of acceptable quality, is generally complete and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive Techno-Commercial Bid is one that conforms to all the terms, conditions and specifications of the tender documents without any material deviations (as defined in Clause 7.15), objections, conditionality or reservations.
- 7.18.2 A Techno-Commercial Bid which is not substantially responsive, may be rejected by BSCL, and may not subsequently be made responsive by the Bidder by correction of the material deviations, as defined in Clause 7.15.
- 7.18.3 If required, BSCL may ask Bidders to provide clarifications on the documents provided in the Techno-Commercial Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other documents of historical nature during Technical Evaluation of the tender. Non submission of legible documents may render the bid nonresponsive. The authority inviting bid reserves the right to accept any additional document. Such clarifications shall be submitted by the Bidder.

through email or Physically. The Bidders shall be allowed a maximum (three) working days for providing the data. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD. No modification of the bid or any form of communication with BSCL or submission of any additional documents, not specifically asked for by BSCL will be allowed and even if submitted, they may not be considered by BSCL.

7.18.4 The responsive Techno-Commercial Bids shall then be evaluated in detail to determine whether they fulfill the eligibility criteria (as given in Chapter 6) and other requirements of the tender, such as submission of all the requisite documents as listed in Clause 7.14.1.

7.18.5 Based on the evaluation of the Techno-Commercial Bids as well documents submitted by the Bidders within the timeframe allowed (Clause 7.18.3), the list of technically qualified Bidders shall be prepared.

7.19 Opening and Evaluation of Price Bids

7.19.1 The date and time of opening of the Price Bids shall be communicated to the technically qualified Bidders in writing by e-mail or registered post/Speed Post; the Price Bids of only technically qualified Bidders shall be opened. A comparative statement shall be prepared detailing each price component in the bid and including all components of the Price Bid, as per Clause 7.14.2.(Annexure 4)

7.20 Selected Bidder: The Bidder who submits the lowest Price Bid (Overall L1) shall be the Selected Bidder. The Selected Bidder shall be issued the LoA. BSCL reserves the right to negotiate the price with the Selected Bidder before issue of the LoA. The Selected Bidder shall have to acknowledge and accept the LoA by returning a signed copy of the LoA within a period of 7 (seven) days of issue thereof, along with submission of the Security Deposit, failing which the issued LoA may be cancelled and EMD of the Selected Bidder shall be forfeited by BSCL. In such a case, BSCL reserves the right to approach the technically qualified Bidder(s) who has submitted the next lowest Price Bid and ask such Bidder(s) to match the L1 price and on acceptance of the same, issue a fresh LoA to such Bidder and proceed with such Bidder in terms of this Clause 7.20.

7.20.1 Tie-Bidders:

In case of L1 Selection directly

In the event that 2 (two) or more technically qualified Bidders (the "Tie Bidders") have submitted the lowest identical Price Bids. BSCL shall hold an auction amongst such Tie Bidders. The auction shall be held at the offices of BSCL and only the Tie Bidders shall be invited to attend the same, wherein they have to physically submit their revised Price Bids on their letterhead (with company rubber stamp) and in sealed covers. Hence the Authorized Signatory of the Tie Bidders are required to attend such auction. The revised Price Bid (the "Revised Price Bid") submitted by a Tie Bidder during the auction should be lower than Price Bid already submitted by it, else the revised Price Bid shall not be considered by BSCL for further evaluation. The Tie Bidder who offers the lowest revised Price Bid in such auction shall be declared to be Selected Bidder and the lowest revised Price Bid received by BSCL during such auction shall be the L1 price. In the event that the Authorized Signatory of a Tie Bidder is not present during the auction or the Authorized Signatory of such Bidder does not or is unwilling to participate in such auction, the auction would be held amongst the remaining Tie Bidders and if there be

only one remaining Tie Bidder, the latter will be declared as the Selected Bidder, provided that the revised Price Bid submitted by such Bidder is lower than that its earlier submitted Price Bid; in such as case the revised Price Bid submitted by such Bidder shall be considered to be the L1 price. In case of a second round of tie between the revised Price Bids submitted by the Tie Bidders, the Bidder with the higher average annual turnover (to be determined by BSCL on the basis of the audited financial statements submitted by such Bidders as part of their Techno-Commercials Bids) in the last 3 (three) financial years shall be declared as the Selected Bidder and the L1 price shall be the revised Price Bid submitted by such Bidder during the auction.

- 7.21 Issue of PO: Within 7 (seven) days of receipt of the Security Deposit, the L1 Bidder shall be issued the PO by BSCL. The Selected Bidder shall have to acknowledge and accept the PO by returning a signed copy of the PO within a period of 7 (seven) days of issue thereof, failing which the Security Deposit shall be appropriated by BSCL. In such a case, BSCL reserves the right to approach the technically qualified Bidder(s) who has submitted the next lowest Price Bid and ask such Bidder(s) to match the L1 price and on acceptance of the same, issue a fresh LoA to such Bidder and proceed with such Bidder in terms of Clause 7.20. Upon acceptance of PO, the Selected Bidder shall be considered to be the "Successful Bidder".

- 7.22 Security Deposit: The formula for calculating the amount of the Security Deposit is indicated in the Data Sheet. The Selected Bidder shall submit the Security Deposit at the Head Office, BSCL upon issue of LoA within a period of 7 (seven) days. The Security Deposit shall be in the form of a Bank Guarantee from any Nationalised/ Scheduled Bank invocable at their branch in Bhubaneswar as per the format given in **Annexure 8** or form of demand draft from a scheduled commercial bank in favour of Chief Executive Officer, Bhubaneswar Smart City Ltd and payable at Bhubaneswar, Odisha. The Security Deposit shall be valid for the entire completion period. The Security Deposit shall be returned by BSCL after successful execution of DG Set as per the scope of the tender.

8. Additional Instructions to Bidders

8.1 Site-visit:

- 8.1.1 Bidders may visit the site (MLCP Rajmahal unit-2, Bhubaneswar) and apprise themselves of the site conditions and its surroundings and obtain for itself, on its own responsibility, all information that may be necessary for preparing their Bids.
- 8.1.2 Bidders shall bear their own costs and make their own arrangements required for visiting the Site. BSCL will only facilitate their visit.
- 8.1.3 Bidders who are interested to visit the site shall inform BSCL at least 1 (one) day before scheduled date of the site visit, along with the names and contact numbers of their representatives who would be participating in the site visit.
- 8.1.4 A maximum of 4 (four) representatives from each Bidder shall be allowed to participate in the site visit.

8.2 Pre-bid meeting:

8.2.1 A pre-bid meeting shall be organized by BSCL; the date and time of the pre-bid meeting is indicated in the Schedule for the Tender. Bidders wishing to attend the pre-bid meeting should inform BSCL by email (Refer Data Sheet), along with the names and email ids of the officials/ representatives of the Bidder who would be attending the meeting, at least 1 (one) working days before the pre-bid meeting. BSCL shall then send the invite for the pre-bid meeting to the email-ids that BSCL would be receiving.

8.2.2 However, attendance of the Bidders at the pre-bid meeting is not mandatory. A maximum of two officials/ representatives from each Bidder may attend the pre-bid meeting. All costs of the Bidder related to attending the pre-bid meeting shall be borne by the Bidder

9. Additional Information to Bidder

(A). No conditional bid shall be allowed / accepted.

- 9.1 The Bidder will have to give an undertaking that if the information/ declaration/ scanned documents furnished in support of the same in respect of eligibility criteria are found to be wrong or misleading at any stage, they will be liable to punitive action and this includes forfeiture of EMD and cancellation/termination of Purchase Order/ Agreement.
- 9.2 The Bidder will submit their Techno-Commercial Bid and Price Bid. The Bidders will have to provide both the Techno-Commercial Bid in Cover-I; the Price Bid is to be submitted in Cover-II.

- 9.3 Price Bid: Thereafter, the Bidder will submit the price bid as per Annexure-4 during bid submission in Cover-II. The L1 price Bidder. The Price Bid of the Bidders will have no conditions. The Price Bid which is incomplete and not submitted as per the instructions given shall be summarily rejected by BSCL without any further reference to the Bidder.
- 9.4 Opening of Techno-Commercial Bids: The Techno-Commercial Bids shall be opened as per the schedule given in the Schedule of Tender. The Techno Commercial bids (Cover-I) will be opened by the designated bid openers of BSCL. The Techno-Commercial Bids shall be opened as per the schedule, irrespective of the number of bids received. Even in case of receipt of single bid, the Techno-Commercial Bid shall be opened for evaluation. In case no bids are received, the tender shall be automatically cancelled with competent approval of the authority of BSCL.
- 9.5 Evaluation of Techno-Commercial Bids: The Techno-Commercial Bids shall be evaluated in terms of Clause 7.18. If required, BSCL may ask Bidders to provide clarifications on their bid or provide shortfall documents within a period of 3 (three) working days. The Bidders will get this information by E-mail or in BSCL website or by post. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD or the Tender Paper Fee. No modification of the bid or any form of communication with BSCL or submission of any additional documents which are not specifically asked for by BSCL, will be allowed and even if submitted, they will not be considered by BSCL. Additionally, information shall also be sent by system e-mail /by post/ BSCL website, but it will be the Bidder's responsibility to check the updated status/information on their personalized mail / BSCL website at least once daily after opening of bid. No separate communication will be required in this regard. Non-receipt of email / letter will not be accepted as a reason for non-submission of documents within prescribed time. The Bidder shall submit the requisite clarifications and the requested documents within the specified period and no additional time will be allowed for submission of the clarifications/documents. In case of any failure of the Bidder to submit the requisite documents

within the allowed timeframe, BSCL shall proceed to evaluate its Techno-Commercial Bid without any further reference to the Bidder.

- 9.6 Based on the evaluation of the Techno-Commercials Bids, the list of technically qualified Bidders shall be prepared and the same shall be uploaded in BSCL website, along with the date and time of opening of Price bid in the BSCL website and such Bidders shall also be informed through e-mail. The Price Bid of such shortlisted Bidders shall be opened on the scheduled date and time by the designated bid openers of BSCL .
- 9.7 A comparative statement of the Price Bids shall be prepared . will be signed by the officers of BSCL on opening of the Price Bids and submitted to the competent authority of BSCL for approval and further necessary action. The comparative statement shall also be viewable to the participating Bidders whose Price Bids were opened. In case of tie bids, the same shall be dealt with in terms of Clause 8.21.
- 9.8 Upon approval and completion of the due process of BSCL, the Selected Bidder shall be issued the LoA in terms of Clause 7.20 The LoA shall be sent through registered/ speed post to the office address of the Selected Bidder; a scanned copy of the PO shall also be uploaded on the BSCL website.

Annexure 1: General Conditions of Contract-Goods

1. Definitions

In the interpretation of the Contract and the general and special conditions governing it, unless the context otherwise requires:

- 1.1. "Purchase Order Price" or "Purchase Order Value" shall mean the price payable to the Supplier/Contractor under the PO / Agreement for the full and proper performance of his contractual obligations;
- 1.2. "Country of origin": For purposes of this Clause "origin" means the place where the Goods were, grown or produced, or from which the services are supplied;
- 1.3. "Drawing" shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the PO/ Agreement together with modifications and/or revisions thereto;
- 1.4. "Inspector" shall mean any person nominated by or on behalf of BSCL to inspect supplier's Stores or works under the PO / Agreement or his duly authorized agent;
- 1.5. "Performance and Guarantee Tests" shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the PO / Agreement documents;
- 1.6. "Purchase Order (PO)" or "Agreement" shall mean the PO / Agreement and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto;
- 1.7. "Site" shall mean the place or places named in the PO / Agreement or such other place or places at which any work has to be carried out as may be approved by BSCL;
- 1.8. "Supplier" or "Seller" shall mean the person, firm or company with whom the PO / Agreement is placed and shall be deemed to include the supplier in successors (approved by BSCL) representatives, heirs, executors, administrators and permitted assignee as the case may be;
- 1.9. "Stores" or "Material" or "Goods" or "Equipment" means the goods specified in the supply order or schedule which the Seller has agreed to supply under PO / Agreement;
- 1.10. "Test" shall mean such test or tests as prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.

2. Scope of Supply

- 2.1. Scope of Supply shall be as defined in the Special Conditions of Contract, drawings and **Annexure 2** thereto.
- 2.2. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the equipment being Seller's responsibility) shall be provided by Seller;
- 2.3. The Seller shall follow the best modern practices in the manufacture of high-grade equipment notwithstanding any omission in the specifications. The true intent and meaning of these documents is that Seller shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of BSCL.
- 2.4. The Goods / Equipment supplied under the PO / Agreement shall conform to the standards mentioned in Special Conditions of Contract, or such other standards which ensure equal or higher quality, and when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' / Equipments' country of origin and such standards shall be the latest issued by the concerned institution
- 2.5. All dimensions and weight should be in metric system.
- 2.6. All equipment to be supplied and work to be carried out under the PO / Agreement shall conform to and comply with the provisions of relevant regulations/Acts (State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.

3. Instructions, Direction & Correspondence

- A) All instructions and orders to Seller shall, excepting what is herein provided, be given by BSCL.
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- B) All the work shall be carried out under the direction of and to the satisfaction of BSCL.
- C) All communications including technical/ commercial clarifications and/or comments shall be addressed to BSCL shall always bear refer to Agreement
- D) Invoices for payment against PO/ Agreement shall be addressed to BSCL.
- E) The PO/ Agreement number shall be shown on all challans/ invoices, communications, packing lists, containers and bills of lading, (as applicable), etc.

4. PO / Agreement Obligations

- 4.1. If after award of the LoA, the Seller does not acknowledge the receipt of award or fails to furnish the Security Deposit within the prescribed time limit (as the case maybe), BSCL reserves the right to cancel the LoA and forfeit the EMD.
- 4.2. Once a PO / Agreement is accepted and confirmed and signed, the terms and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence.
- 4.3. The PO/ Agreement shall, in all respects, deemed to be and shall construe and operate as an Indian Contract in conformity with the Indian Laws.

5. Modification in PO / Agreement

- 5.1. All modifications leading to changes in the PO / Agreement with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by BSCL by issuing amendment to the PO / Agreement. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of PO / Agreement in any manner except to the extent mutually agreed through a modification of PO / Agreement.
- 5.2. BSCL shall not be bound by any printed conditions or provisions in the Seller's Bid Forms or acknowledgment of PO / Agreement, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to PO / Agreement.

6. Use of PO / Agreement Documents & Information

- 6.1. The Seller shall not, without BSCL's prior written consent, disclose any approved plan, drawing, pattern, sample or information furnished by or on behalf of BSCL in connection therewith, to any person other than a person employed by the Seller in the performance of the PO / Agreement. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for performance. purpose of such
- 6.2. The Seller shall not, without BSCL's prior written consent, make use of any document or information enumerated in Clause 6.1 except for purpose of performing the PO / Agreement.

7. Patent Rights, Liability & Compliance of Regulations

- 7.1. Seller hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and Seller agrees to be responsible for and to defend at his sole expense all suits and proceedings against BSCL based on any such alleged patent infringement and to pay all costs, expenses and damages which BSCL may have to pay or incur by reason of any such suit or proceedings.
- 7.2. The Seller shall indemnify BSCL against all third-party claims of infringement of patent, trade mark or industrial design rights arising from use of the Goods / Equipment or any part thereof.
- 7.3. Seller shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely BSCL from any claims/ penalties arising out of any infringements.

8. Security Deposit

- 8.1. The Seller shall furnish Security Deposit as per the terms and conditions provided in the Bid document.
- 8.2. The Security Deposit shall be for due and faithful performance during the project execution period and is liable for forfeiture in the following cases:
 - If the successful Bidder fails to undertake the work after issuance of LoA, or
 - If the Seller abandons the work before its completion, or during its extended period, or

- If the work performed by the Seller is not as per the Technical specification as agreed by the Seller, or
- On breach of PO / Agreement by the Seller

- 8.3. The proceeds of Security Deposit shall be appropriated by BSCL as compensation for any loss resulting from the Seller's failure to complete his obligations under the PO / Agreement without prejudice to any of the rights or remedies BSCL may be entitled to as per terms and conditions of PO / Agreement.
- 8.4. Security Deposit shall be extended by the Seller in the event of delay in completion of work, as defined in the PO / Agreement for any reason whatsoever. BSCL's claim period shall remain valid for twelve months after the expiry of the guarantee/warranty/Defect Liability Period or till the satisfactory performance of the objectives of the PO / Agreement, whichever is later.
- 8.5. For the avoidance of doubt, it is hereby clarified, that the Security deposit shall not carry any interest.

9. Inspection, Testing & Expediting

- 9.1. BSCL or its authorized representative shall have the right to inspect and/or to test the Goods / Equipment to confirm their conformity to the PO / Agreement specifications. The Special Conditions of Contract shall specify what inspections and tests BSCL requires and where they are to be conducted. The place where inspections and tests may be conducted shall also be specified.
- 9.2. Should any inspected or tested Goods / Equipment fail to conform to the specifications, BSCL may reject them and the Seller shall either replace the rejected Goods / Equipment or make all alterations necessary to meet Specifications' requirements, free of cost to BSCL.
- 9.3. The Inspector shall follow the progress of the manufacture of the Goods / Equipment under the PO / Agreement to ensure that the requirements outlined in the PO / Agreement are not being deviated with respect to schedule and quality.
- 9.4. Seller shall allow the Inspector to visit, during working hours, the workshops relevant for execution of the PO / Agreement during the entire period of PO / Agreement validity.
- 9.5. Seller shall place at the disposal of the Inspector, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the Goods / Equipment. The Inspector is entitled to prohibit the use and dispatch of Goods /

Equipment and/or materials which have failed to comply with the characteristics required for the Goods / Equipment during tests and inspections.

- 9.6. Seller shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.
- 9.7. Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at Seller's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the Inspector, copy of such standards.
- 9.8. Nothing in Clause 9 shall in any way release the Seller from any warranty or other obligations under this PO / Agreement.
- 9.9. Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by Seller.
- 9.10. Inspection & Rejection of Goods / Equipment / Materials by consignees

When materials are rejected by the consignee, the Seller shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the Seller. The Seller will be called upon either to remove the materials or to give instructions as to their disposal, within 14 days of notice, failing which the consignee will either return the materials to the Seller freight to pay or otherwise dispose them off at the Seller's risk and cost. BSCL shall in no way be responsible for any deterioration or damage Equipment to the Goods / under any circumstances whatsoever
- 9.11. Preliminary inspection at Seller's works by Inspector shall not prejudice BSCL's claim for rejection of the Goods / Equipment on final inspection at Site or claims under warranty Provisions
- 9.12. A Third Party Inspection to be done by the Supplier of 625KVA DG set and report to be submitted to BSCL before dispatch from factory premises.
- 9.13. The detail installation (i.e 625KVA DG set, earthing, Panel, Meter, CT etc) to be inspected through Electrical Inspector ,ELBO, Govt of odisha as per procedure in the supplier scope.

10. Time Schedule & Progress Reporting

- 10.1. BSCL's representatives shall have the right to inspect Seller's premises with a view to evaluating the actual progress of work on the basis of Seller's time schedule documentation.
- 10.2. Irrespective of such inspection, Seller shall advise BSCL, at the earliest possible date of any anticipated delay in the progress.
- 10.3. The supplier to provide a time schedule to BSCL mentioning details of its programs to complete the work within due period.
- 10.4. Notwithstanding the above, in case progress on the execution of PO / Agreement at various stages is not as per phased time schedule and is not satisfactory in the opinion of BSCL which shall be conclusive or Seller shall neglect to execute the PO / Agreement with due diligence and expedition or shall contravene the provisions of the PO / Agreement, BSCL may give notice of the same in writing to the Seller calling upon him to make good the failure, neglect or contravention complained of.

11. Delivery & Documents

- 11.1. Delivery of the Goods / equipment shall be made by the Seller in accordance with terms specified in the Special Conditions of Contract, and the Goods / Equipment shall remain at the risk of the Seller until delivery has been accepted by BSCL.
- 11.2. Delivery shall be deemed to have been made on receipt of Goods / Equipment with complete commissioning, operational as per Agreement by BSCL at MLCP, Raj Mahal, Bhubaneswar.
- 11.3. The delivery terms are binding and essential and consequently, no delay is allowed

without the written approval of BSCL. Any request concerning delay will be void unless accepted by BSCL.

- 11.4. The documentation shall be delivered in due time, in proper form and in the required number of copies as specified in the Special Conditions of Contract.

12. Mode of delivery, Transit Risk Insurance, Packing & Forwarding and Handling charges
Details regarding Mode of delivery, Transit Risk Insurance, Packing & Forwarding and Handling charges shall be specified in the Special Conditions of Contract.

13. Terms of Payment

- 13.1. Details about the method of payment, payment terms, billings, place of payment, etc. under this PO / Agreement shall be specified in the Special Conditions of Contract.
- 13.2. All payments shall be made in INR only and shall be made directly to the bank account of the Seller.
- 13.3. No advance shall be paid and no letter of credit shall be issued.
- 13.4. Payment shall be released within 30 (thirty) days after receipt of relevant documents complete in all respects.
- 13.5. No interest charges for delay in payments, if any, shall be payable by BSCL.
- 13.6. Defective bills shall be returned to the Seller within 7 (seven) working days of receive. No payments shall be made on defective/incomplete bills.
- 13.7. Provision of part payment against part supply of consignment at consignee's end may be incorporated in Purchase order on the merit of the case (only if the part consignment can be used independently), provided necessary stipulation is made in the notice inviting tender.
- 13.8. Prevailing rate of TDS on GST & IT as applicable time to time under ACT on the Taxable value will be deducted in the bill.
- 13.9. CESS@ 1 (One)% of the each bill shall be proportionately deducted from the Supplier /Contractor bill at the time of making payment of each bill.
- 14. Subletting & Assignment**
- 14.1. The Seller shall not without previous consent in writing of BSCL, sublet, transfer or assign the PO / Agreement or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the Seller from any obligation, duty or responsibility under the PO / Agreement.
- 15. Delivery Period**
- 15.1. The delivery period shall be as given in Special Conditions of Contract. Extension in delivery period may be granted by BSCL only in cases where the delay is not attributed to the Seller.
- 15.2. It may be noted that any extension of delivery period shall be at the sole option of BSCL only and any extension must be in writing and with the approval of the competent authority of BSCL.

- 15.3. Delivery period shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by BSCL.

16. Cancellation of Purchase Order /Agreement

- 16.1. If the Seller fails to fulfill the terms and conditions of the Purchase Order / Agreement which are spelt out in the Tender Document, BSCL shall have the right to terminate the Purchase Order / Agreement and award the total or balance work (if any) to any other Seller at the risk and cost of the said Seller after giving 30 days' notice to the Seller as to why the said work shall not be awarded to another entity at his risk and cost. Further the Purchase Order / Agreement could be terminated by BSCL if:

- i) There is a force-majeure situation,
- ii) Seller has given false declaration or document including affidavit,
- iii) Due to conflict of interest between BSCL & Seller during the Purchase Order / Agreement execution,
- iv) The Seller defaults in proceeding with the work as per the milestones and/or in complying with any of the terms and conditions, stipulated in the Purchase Order / Agreement,
- v) The Seller or firm or any of the partner represented by the Seller, in the subject Purchase Order / Agreement is adjudged as Insolvent by the concerned authority and further if the Seller entity has been wound up and dissolved,
- vi) The Seller assigns/transfers/sub-lets the entire work or a portion thereof without the approval of the Competent Authority,
- vii) The Seller offers to give or agrees to give gift or any other consideration tangible or intangible, as inducement or reward for seeking or offering benefits in the Purchase Order / Agreement as the case may be,
- viii) Seller is an individual or a proprietary concern and the individual or the proprietor dies.
- ix) A court order or an order of a competent statutory forum is received in respect of the Service under consideration of the Purchase Order / Agreement.

Termination of the agreement shall not relieve the Seller of any obligations which expressly or by necessary implication survives termination. Except as otherwise provided in any provisions of the agreement expressly limiting the liability of the Seller, shall not relieve the Seller of any obligations or liability for loss or damage to BSCL arising out of or caused by acts or omissions of the Seller prior to the effective date of termination or arising out of such termination. Even if Purchase Order / Agreement is

terminated/abandoned prematurely, BSCL reserves the right to deduct/impose penalties and shall remain indemnified, till such time all or any such claims are suitably

addressed. BSCL reserves the right to appropriate the Security deposit, as a genuine pre-estimated damage suffered by BSCL for the non-performance by the Seller. BSCL may also impose further penalties on the Seller such as holidaying/banning/blacklisting for a specific period of time. In all such cases, the decision of BSCL shall be final. This notice shall be in accordance with Clause 16.1.

17. Right to risk purchase

If the supplier fails to fulfill the terms and conditions of the PO, BSCL shall have the right to procure the goods from any other party for the execution/ completion of the scope of supply and installation (as the case maybe) under the PO and recover from the supplier all charges/expenses/losses/damages suffered by BSCL, at the risk and cost of the supplier, after giving 15 (fifteen) days of notice to the supplier. This will be without prejudice to the rights of BSCL for any other action including termination of the PO.

18. Force Majeure

18.1. "Force Majeure Event" means any event or circumstances or combination of events or circumstances which:

- A) Are beyond the reasonable control of the Party affected by such event (the Affected Party); and cannot by exercise of reasonable diligence, reasonable precautions and reasonable alternative measures (where sufficient time to adopt such precautions or alternative measures before the occurrence of such event or circumstances is available), be prevented or caused to be prevented;
- B) Materially and adversely affects such Party's performance of its duties or obligations or enjoyment of its rights under this PO / Agreement.

18.2. As soon as practicable and in any case within 7 (seven) days from the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party of the same, setting out the details of the Force Majeure Event.

18.3. If the Affected Party is rendered wholly or partially incapable of performing any of its obligations under this PO / Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event.

18.4. If a Force Majeure Event described above, in the reasonable judgment of the Parties, is likely to continue beyond a period of 6 (six) months or any other period as stipulated in

the Bid document, the parties may mutually decide to terminate the PO /Agreement or continue the PO / Agreement on mutually agreed revised terms.

19. Dispute Resolution

- 19.1. Any dispute, difference or controversy of whatever nature howsoever arising under, or out of, or in relation, to this tender or the PO (including its interpretation) between BSCL and the Seller, and so notified in writing by either party to the other party shall, in the first instance, be attempted to be resolved amicably and the parties agree to use their best efforts for resolving all disputes arising under or in respect of this tender promptly, equitably and in good faith. In the event of any dispute between the parties, it is agreed that a discussion shall be held between the supplier and BSCL within 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the dispute. If such meeting does not take place within the 7 (seven) day period or the dispute is not amicably settled within 15 (fifteen) days of the meeting, the dispute, if referred to, shall be decided by the Civil Court of competent jurisdiction at Bhubaneswar. The courts situated within the jurisdiction of Bhubaneswar Municipal Corporation located in the state Odisha shall have jurisdiction to decide the disputes or litigations arising out of the contract asserted to between the parties here with. The provisions of Arbitration & Conciliation Act, 1996 as amended from time to time, shall have no application to the present work.

- 19.2. Governing law and jurisdiction: This Purchase Order/ Agreement shall be construed and interpreted in accordance with and governed by the laws of State and Central Government in force in India. The Civil Courts at Bhubaneswar shall have exclusive jurisdiction over all matters arising out of or relating to this Purchase Order/ Agreement.

20. Governing Language

The PO / Agreement shall be written in English language as specified by BSCL in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the PO / Agreement which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.

21. Notices

Any notice given by one party to the other pursuant to the PO / Agreement shall be sent in writing or by email. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

22. Permits & Certificates

- 22.1. Seller shall procure, at his expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and Seller further agrees to hold BSCL harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules.
- 22.2 Only the Electrical Inspection fees of ELBO,GoO may be reimbursed to the supplier/contractor on submission of E-challan with due certification .But work not to be delayed for this.

23. General

- 23.1. The Seller shall be deemed to have carefully examined all PO / Agreement documents to its entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfill his obligation under the PO / Agreement documents.
- 23.2. The General Conditions of Contract (GCC)-Goods shall apply to the extent that they are not superseded by provisions of other parts of the Special Conditions of Contract.
- 23.3. Losses due to non-compliance of Instructions

Losses or damages occurring to BSCL owing to the Seller's failure to adhere to any of the instructions given by BSCL in connection with the contract execution shall be recoverable from the Seller.

- 23.4. Recovery of sums due

All costs, damages or expenses which BSCL may have paid, for which under the PO / Agreement, the Seller is liable, may be recovered by BSCL (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the Seller under this PO / Agreement or other POs / Agreements and/or may be recovered by action at law or otherwise. If the same due to the Seller be not sufficient to recover the recoverable amount, the Seller shall pay to BSCL, on demand, the balance amount.

24. Fall Clause

The price charged for the goods supplied by the supplier shall in no event exceed the lowest price at which the supplier supply the goods or offers to sell goods of identical description to any person(s)/ organization(s) including BSCL or to the Central Government or State Government departments or any Public Sector undertakings of the Central or a State Government, as the case may be, during the period till the completion of the entire scope of supply and installation (as the case may be) under this PO / Agreement. If the supplier reduces its price or sells or even offers to sell the same

goods, at a price lower than the price under this PO / Agreement, to any person or organization during the currency of this PO / Agreement, the price of the PO / Agreement shall be automatically reduced with effect from that date for the subsequent supply of all goods under this PO / Agreement shall be amended accordingly.

25. Liability and Indemnity

25.1. Seller shall indemnify, defend and hold BSCL harmless against:

- a) any and all third party claims, actions, suits or proceedings against BSCL, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of breach by the Seller of any of its obligations under the PO / Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of the PO / Agreement, or breach of statutory duty on the part of BSCL, its suppliers and contractors, employees, servants or agents; and
- b) any and all losses, damages, costs, and expenses including legal costs, fines, penalties and interest actually suffered or incurred by BSCL from third party claims arising by reason of breach by the Seller of any of its obligations under this PO / Agreement, except to the extent that any such losses, damages, cost & expenses including legal costs, fines, penalties and interest (together to constitute "Indemnifiable Losses") have arisen due to negligent act or omission breach of the PO / Agreement, or breach of statutory duty on the part of BSCL, its suppliers or contractors, employees, servants or agents or any of the representations; and
- c) to the extent of the value of free issue materials to be issued till such time the entire PO / Agreement is executed and proper account for the free issue materials is rendered and the left over / surplus and scrap items are returned to BSCL. The Seller shall not utilize BSCL's free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause / result in any loss/damage to BSCL and in which case, the Seller shall be liable to BSCL to pay compensation to the full extent of damage / loss and undertake to pay the same.

25.2. BSCL remains indemnified (even if the PO / Agreement ends pre-maturely) towards all or any obligations due to BSCL by the Seller and shall continue to remain in force till such time all or any such claims are suitably addressed.

26. Publicity & Advertising

Seller shall not without the written permission of BSCL make a reference to BSCL or any Company affiliated with BSCL or to the destination or the description of goods or services supplied under the PO / Agreement in any publication, publicity or advertising media.

27. Blacklisting

Blacklisting of a business concern/entity or supplier may be resorted to in following cases: -

- i) If the Proprietor or Partner or Director of the business concern/entity is convicted by a Court of Law, following prosecution under the normal process of Law for an offence involving moral turpitude in relations to business dealings;
- ii) If security consideration of the state i.e. any action that jeopardize the security of the State.
- iii) If there is justification for believing that the Proprietor or Partner or Director of the Concern/entity has been guilty of malpractices such as bribery, corruption, cheating, fraud and tender fixing etc.
- iv) If the business concern/entity refuses/ fails to return BSCL's dues without adequate cause;
- v) If the business concern/entity is blacklisted by any Department of the Central Government/ State Government/ Central PSU/ State PSU/Bhubaneswar Smart city.
- vi) If the business concern/entity is a concern/entity evader of Central / State taxes/duties for which BSCL has received notice from the concerned department of Central / State Govt.
- vii) If internal violation of important conditions of contract/agreement.
- viii) If submission of false/fabricated/forged documents for consideration of a tender.

Annexure 2: Special Conditions of Contract

1. General

These Special Conditions of Contract delete, amend or add to the clauses in the General Conditions of Contract. In the event of an inconsistency, these Special Conditions of Contract shall supersede or take precedence over the General Conditions of Contract to the extent of that inconsistency.

2. Scope of Supply

The scope includes Civil foundation work, supply installation of Stack(As per site condition, the stack will installed in the face of the building support, site must be visit before submitting proposal) as per CPCB norms, Supply, installation and commissioning and testing of DG Set as well as Metering panel with Air Circuit Breaker (ACB) along with facilitation of obtaining statutory approval.

1.1 Technical Specification of DG Set

Sl. No.	Technical Parameters	Standard Requirement
DG Engine		
	Engine Speed	1500RPM
	Cylinders	AS per OEM
	Aspiration	Turbocharged- Aftercooled
	Combustion System	Direct Injection
	Starting System	Electric 24V DC
	Recommended Fuel	HSD
	Fuel Filter	Spin on paper Element type
	Governor	Electronic
	Engine Protection	LLOP, HWT
AC Generator		
	Rating in KVA	625KVA
	Rating in KW	Min. 500KW
	Voltage	415V
	Phase/Wire	3-Ph/4-wire
	Frequency	50Hz
	Speed	As per Engine
	Power Factor	0.8 (Lagging)
	Voltage Regulation	(+/-)1%
	Efficiency	Min. 95%
	Insulation Class	Class-H
	Excitation	Brushless, Self-Excited
	Coupling	As per Manufacture
	AVR	Yes, Digital
	Overload	10% overload for 1 hour at every 12 hours
Control Panel		

	Operation	Standard Control Panel with Manual change over & its accessories with Air Circuit Breaker (1250Amp ACB)
Construction Features		<ul style="list-style-type: none"> • MS Sheet enclosure of 2mm thickness • Mounted inside Acoustic Enclosure • Glass door on Acoustic Enclosure in frontpanel
Display Section		<ul style="list-style-type: none"> • Microprocessor based Genset controller • Engine Parameters: - • Engine Speed • Lubricating oil pressure • Coolant Temperature • Engine Running Hour • Engine battery voltage • Running Status • Fuel level in Percentage • Event Log • Electricals Parameters: - Generator Voltage (Ph-Ph) Generator Voltage (Ph-N) Generator Current (R-Y-B) Generator Apparent Power (KVA) Generator Power (KVAH) Generator Active Power (KW) Generator Power Factor Generator Frequency (Hz) • Control Supply Voltage • LED Indication Lamp
Protection		<ul style="list-style-type: none"> • High Water Temperature • Low Lubricating oil pressure • Low fuel level • Over Speed
Control Section		<ul style="list-style-type: none"> • Current Transformer • MCB • Auxiliary Contactors
Acoustic Enclosure (operational)		
		<ul style="list-style-type: none"> • Low Noise Level ≤ 75 dB at a distance of 1 Meter in free field condition • Insulation Material Rockwool • Most Compact size • In-house 7 tank Treatment of sheet material • Illumination arrangement • Ready to use silent DG set, which eliminates need of grouting arrangements in foundation • Painted in In-housed paint house with weather proof, powder coated paint

		▪ Emergency Stop Outside the Acoustic Enclosure
Other Details		
Diesel tank capacity		850 liters
Height of Exhaust system		As per CPCB norms. Height of the building is 26.5 Mtr. The DG stack will be erected using face of the building as support. Must be verified at site before bidding.

Details of Metering Panel and Air Circuit Breaker (ACB)

1. Details of Standard Testing Laboratory (STL) approved metering panel with ACB specification as well as details of CT.

a. STL Approved Metering Panel: The metering panel shall be fabricated as per the requirement of STL to house CT & PT (if required) with arrangement of Sealing of the CT, PT & Panel as per Electrical Inspectorate guidelines. Enclosure shall be made out of highly sophisticated precise equipment like CNC laser cutting and CNC press break machine and pre-treated with De-rusting and de-greasing chemical solution primed with one coat of phosphates and coated with minimum of 70 micron of textured powder coat of approved shade. (The panels will undergo 7 tank pre-treatment procedures strictly). The panels will be coated using Siemens Grey shade (RAL 7035).

1. Type of Meter : Static
2. Energy Meter Accuracy Class : 0.5
3. CT & PT Accuracy Class : 0.5
4. Sealing of Panel : All Doors shall have sealing arrangements as per Electrical Inspectorate Requirement.
5. Base Frame : 75 mm ISMC painted black.
6. STL Certificate : Required for CT, PT & Meter.
7. Installation : Outdoor type
8. Cable Entry : As per site requirements
9. Cable Space : As per no's & runs of Cable of size mentioned in DG Specs.
10. Bus Bar : Adequately Sized Min 1250 Amps
11. Bus Bar Material : Aluminum
12. Bus Bar Sleeving : Red, Yellow, Blue & Black

13. Terminal Blocks : As required
 14. View Glass for Meter : Yes

b. ACB Panel: The ACB Panel shall be of 1250 Amps Rating housed in a Panel with suitable draw out module & Control Circuit. The Panel shall be housed indoors with necessary Control Wiring & Inter panel wiring with DG Set & user Panel. The panel shall have ON, OFF, Control with proper interlocking with DG Set, the bidder shall obtain approval of Control Logics during the stage of drawing approval. Control Supply of the ACB shall be suitable as per OG Set Control System. The CB shall be suitable for 50 KA Isc. Enclosure shall be made out of highly sophisticated precised equipment like CNC laser cutting and CNC press break machine and pre-treated with De-rusting and de-greasing chemical solution primed with one coat of phosphates and quoted with minimum of 70 micron of textured powder coat of approved shade. (The panels will undergo 7 tank pre-treatment procedures strictly). The panels will be coated using Siemens Grey shade (RAL 7035).

ACB Rating	1250 Amps
ACB Control	ON & OFF
Tripping Circuit	To Trip as per DG Set Protection requirement.
Control Voltage	24 V DC
Cable Chamber	Suitable for Cable as in DG Specification
Bus Bar	Adequately Sized Min 1250 Amps
Bus Bar Material	Aluminum
Bus Bar Sleeving	Red, Yellow, Blue, Black
Terminal Blocks	As required
View Glass for VCB & Cable	Yes
Annunciator 12 Window	Yes
Indicating Lamps	Voltage R, Y, B, ON, OFF, Spring Charging
Current Transformer	Minimum 1500/5 Amp per phase
Multifunction Meter	Yes, all Electrical parameters (Smart Communicable)

Volt Meter	Yes, with Selector Switch
Ampere Meter	Yes, with Selector Switch
Interlocking of CB	Yes, with Selector Switch
SOP for VCB Operation	Shall be detailed by Bidder & provided for approval
Base Frame	ISMC 100 painted black.

2. Length, type & size of cable from DG Set to Metering Panel, Metering panel to ACB & ACB to Distribution Panel.

- a. Cable Size X runs: 3.5C, 300Sq.mm x 3 Run
- b. Type of Cable: XLPE Cable, 1100 V, Aluminum & Armored
- c. Cable Route Length:
 1. DG Set to Metering Panel : 22 Mtrs
 2. Metering Panel to ACB : 3 Mtrs
 3. ACB to BSCL Exiting PCC Panel : 180 Mtrs (Control Cable 2 run(one spare) for remote operation of DG through Exiting PCC Panel)
 - 4.

3. Details of Battery and Charger Capacity with voltage.

- a. Battery Ah Rating: Min 180Ah
- b. Battery Voltage: 24V DC
- c. Charger: 30 Amp (Min)
- d. Charger Voltage: 24V
- e. Charger Type: Float Cum Boost

4. Other Details if any:

- a. Earthing Flat for Chimney Two Runs from Top till Earth Pit the earth flat shall be brought down from Lightning Arrestor to Earth Pit placed on insulators of adequate voltage rating at spacing not less than 1 meter.
- b. Bidder shall submit the drawing of Cable Route (Trench or Underground) from DG to User ACB Panel for user to prepare the Trench.
- c. Earth Pit at least 2 Nos for Earthing of Lightning Arrestor of Chimney
- d. Earth Pit 2 Nos for Chimney Body & Structure earthing.

- e. DG Set Cable Terminals & Box shall be suitable for the Cables provided.
- f. All End Termination Kits in the scope of Bidder.
- g. Aviation Warning Lights of Chimney: 2 Nos
- h. All cables shall be taken in Trefoil Arrangement with Cable Clamps at Min 1 mtr spacing.
- i. All control cables shall be considered in the scope of the bidder.
- j. The bidder shall visit the site before giving quotation and understand the requirements.
- k. The Bidder has to submit the required drawing to statutory Authority for approval as per their requirement and submit the approval to BSCL.
- l. All the statutory fees relating to ELBO, Govt of odisha to be paid by the Supplier (bidder) will be reimbursed. But drawing approval fees to be given by Supplier (Bidder).
- m. A Third Party Inspection of DG set at factory site to be carried out by Supplier (Bidder) at his own cost and report to be submitted to BSCL before dispatch of the DG set to site.

Detail Specification of DG ACB				
SI No	Description	Details Specification (Minimum)	Rating	Make
A		1250A FP ACB FOR DG SET		
1	ACB	1250 A 4P 50 kA Frame Size: E3 EDO ACB with Withdrawable moving part, Release, with Aux contact 6NO+6NC (min) safety shutter, racking handle & door seal frame, 24 V DC Motor with closing & opening release	1250A	ABB/Siemens/Schneider/L & T
		ELECTRICAL TRIP INDICATION FOR ACB		Reputed Make
3		KEY LOCK IN OPEN POS.		ABB/Siemens/Schneider/L & T
4		Test & isolated position micro switch		ABB/Siemens/Schneider/L & T
5		Under voltage release coil 24 V DC for above ACB		ABB/Siemens/Schneider/L & T
6	Current Transformer	1250/5/5A 15VA Cast Resin type Acc. Cl: 1 & 5P 20 Ring Type Current Transformer, Class-B Insulation (Two Cores One for Metering & One for protection 5 p 20)	1500/5A	KAPPA & Reputed Make
7	Terminal Block	6 Sq.mm Test-Disconnect Terminal (Std. Color), Type:	6	Reputed Make

		CATD M4	Sq.mm	
8	Ammeter	Analog Ammeter, Acc. CI: 1.0, with Selector Switch	/5A	Reputed Make
9	Voltmeter	Analog Phase Voltmeter, Acc. CI: 1.0, with Selector Switch	/5A	Reputed Make
10	MCB (Suitable for Dc)	As required for Control Circuit	24 V DC	ABB/Siemens/Schneider/L & T
11	Indicating Lamp	Red Indicating Lamp with integrated LED Voltage, ON, OFF & TRIP & other functions	24 V DC	ESSEN/ESBEE/VAISHNO
12	PT	SOVA, PT Ratio: 415/V3V/110/V3V, Acc. CL- 1 Cast resin type 1Ph Potential Transformer Class-B insulation		Reputed Make
13	Multifunction Meter	Multifunction Energy Meter with POP, Parameters: Volts, Amps, PF, THD, F, W, Wh, VA, VAh, VAr, VArh, Runhrs, Onhrs, Interrupts, Preloaded Demand & Import /Export, Acc. CI: 0.5S, Model: EM6400NG With RS485 port	/5A	SECURE/SATEC/CONZE RV/ELMASURE
14	Generator protection Relay	Generator Protection Relay as per Generator Requirement (may be part of Generator also)	24 V DC	As per DG Manufacturer
15	TRIP Sup Relay	Trip circuit supervision Relay, Flush mounting, Contact: 1NO+1NC+2C/0, Voltage: 24 V	24 V DC	As per DG Manufacturer
16	Lock OutRelay	high speed tripping relay with hand reset contact, vertical type, with 2 no+2nc contact 24 v dc	24 V DC	As per DG Manufacturer
17	Under Voltage Relay	UNDER VOLTAGE RELAY Voltage: 63.5/110/240V AC, Setting 40-80% AUX SUPPLY 24 V DC	24 V DC	As per DG Manufacturer
18	Auxiliary Relays	Auxiliary Contactor, 230AC Coil, Contacts: 2NO+2NC (As per requirement)	24 V DC	ABB/Siemens/L&T/
19	Control Switch	TRIP-NEUTRAL-CLOSE SWITCH	10A	KAYCEE/RECOM/SALZER

Special Terms and Conditions

- a. The Supplier shall design, manufacture, supply, installation, testing & commission the DG Set as per the tender specification.
- b. Before manufacturing supplier shall visit the site and finalize the place of installation in consultation with BSCL as per scope.
- c. Obtain the statutory clearances on behalf of BSCL before installation as well as commissioning in consultation with Engineer in charge.
- d. The supplier shall install, commission and test the DG Set with all accessories as per Indian Electricity rules and to the full satisfaction of Statutory Authority and submit the necessary test reports.
- e. During the inspection of statutory Authority, if anything found not as per the standard, the same shall be complied by the supplier without any extra charge.
- f. The number of Chemical earthing shall be as follows as per standard
 - (i) Neutral — 3 Nos.
 - (ii) Body-3 Nos.
 - (iii) Panel- 2 Nos.
- g. The Agency shall perform the load test in presence of Site Engineer and submit thereport duly signed.
- h. Factory test report of engine as well as alternator to be submitted along with other reports demanded by statutory Authority during inspection.
- i. The Agency shall submit the OEM O&M Manual along with SOP for start and shutdown.
- j. However, the metering panel with ACB and its accessories along with installation shall be in the scope of Agency.
- k. AMF panel is not required. As it is a standalone DG, there is no requirement of synchronization panel.**
- l. DG breaker is in supplier's scope along with all interlocking.
- m. The installation of DG Set is in supplier's scope along with Civil foundation. The area available for DG installation must be verified with site condition. The agency may visit the site in advance to assess the site condition and feasibility.
- n. Electrical Trial & Testing

- a. Safety Device Test: Each set values of safety device are to be confirmed by automatic shutdown of engine.
- b. Load Test: This test is to be performed at Supplier Factory & at Site also in order to determine the performance characteristics.
- c. Electrical Interlock Checking: To be demonstrated at Site.
- o. Supply of water, at free of cost along with space for Storage of material will be provided by BSCL during installation of DG Set. However, it is the responsibilities of the bidder to arrange watch and ward of materials till commissioning and handing over of DG Set at site to BSCL. But Electricity bill to be provided by the Bidder.
- p. Supplier will provide fuel & BSCL will provide required load for test trial at site. All the cost for the test at factory and site shall be borne by the bidder.
- q. **Type of Load at site**
Motor load, illumination load, drive load, & few Heaters etc. Before quoting the rate, the bidder is requested to visit site to ascertain the different types of load.
- r. **Delivery Period**
The Scheduled Delivery/ Completion period of Supply, Installation and Commissioning of DG Set shall be of 60(Sixty) days from the date of issue of PO by BSCL.
- s. **Test reports**
Factory test report of engine as well as alternator to be submitted along with other reports demanded by statutory Authority during inspection.
- t. **Warranty/ Guarantee**
 - The Warranty shall be 24 (Twenty) months from the date of supply of DG Set and acceptance at sites or 18 (Twelve) months from the date of commissioning & handing over whichever is later.
 - If the goods supplied are found to be defective or substandard, the same are to be replaced at the destination by the supplier free of cost within 10(Ten) days of the date of such communication by BSCL to the supplier. BSCL's decision regarding the defects and/ or substandard nature of the goods supplied shall be final.
- u. **Payment terms:**
- v. 70 % of the material value along with applicable GST in full shall be released after receipt and

acceptance by consignee along with submission of required documents.

- w. 25 % of the material value and 100% of installation and commissioning charges shall be released after commission and obtaining approval from statutory Authority
- x. Balance 5% payment shall be released after completion of Warranty Period or on Submission of Performance Bank Guarantee in BSCL PBG Format of equivalent amount valid for entire Warranty period with applicable claim period.

3.1. The payment shall be released at BSCL Head Office.

1. Taxes & Duties

4.1. Indirect Taxes

A) The Seller agrees to and, hereby accepts full and exclusive liability for payment of any and all taxes, duties, charges and levies as per the Applicable Laws as applicable for the Scope of Supply in accordance with the provisions of this PO / Agreement. In case it is increased or decreased under any statute, rules, regulations, notifications, etc. of any Authority, the impact shall be to the account of BSCL subject to submission of documentary evidence to the satisfaction of BSCL.

B) Obligations relating to Goods and Services Tax (GST)

- i) The Seller should have registration under GST Acts
- ii) The Seller has to raise Invoice as required under section 31 of the GST Act and relevant Rules made there under.
- iii) The Invoice should contain the following particulars as required under Rule 46 of CGST Rules;
 - a. Name, address and Goods and Services Tax Identification Number of the Supplier;
 - b. A consecutive serial number not exceeding sixteen characters, in one or multiple series, containing alphabets or numerals or special characters- hyphen or dash and slash symbolised as “-” and “/” respectively, and any combination thereof, unique for a financial year;
 - c. Date of its issue;
 - d. Name, address and Goods and Services Tax Identification Number or Unique Identity Number, if registered, of the recipient;
 - e. Harmonized System of Nomenclature code for goods or SAC code for services;
 - f. Description of goods or services;
 - g. Quantity in case of goods and unit or Unique Quantity Code thereof;
 - h. Total value of supply of goods or services or both;

- i. Taxable value of the supply of goods or services or both considering discount or abatement, if any;
 - j. Rate of tax (Central tax, State tax, integrated tax, Union territory tax or Cess);
 - k. Amount of tax charged in respect of taxable goods or services (Central tax, State tax, integrated tax, Union territory tax or Cess);
 - l. Place of supply along with the name of the State, in the case of a supply in the course of Inter-State Trade or Commerce;
 - m. Address of delivery where the same is different from the place of supply;
 - n. Whether the tax is payable on reverse charge basis; and
 - o. Signature or digital signature of the supplier or his authorised representative.
- iv) The Seller should file the GST Returns as required in the GST Acts, and details of Invoice submitted to BSCL and GST amount charged thereon should reflect in Form GSTR-2A/2B within a reasonable time, so as to make BSCL enable to take Input Tax Credit (ITC) of the GST amount paid against those invoices.
 - v) If due to any reason attributable to the Seller, Input credit of the GST amount paid on Invoices raised by the Seller is not available to BSCL/denied by the dept. then the same will be recovered from the payments of the Seller or the Seller has to deposit an equivalent amount.
 - vi) The Seller has to comply with all the Provisions of GST Acts, Rules and Notifications issued there under.
 - vii) The Seller will comply with the "Anti profiteering Measure" as required under Section 171 of the CGST Act.
 - viii) The Seller hereby undertakes to indemnify BSCL, from any liabilities arising in future due to noncompliance by the Seller of the GST Acts, Rules and any other Acts currently in force and applicable to the Seller in relation to the job assigned to the Seller by BSCL.

4.2. Direct Taxes

TDS as applicable shall be deducted under Income Tax Act, 1961 and certificate of deduction shall be provided by BSCL to the Seller in accordance with the provisions of Income Tax Act, 1961.

2. Liquidated Damages

- 5.1. If the Seller fails to supply (as the case maybe) the Goods / Equipment within the delivery period and any extension thereof, unless such failure is due to force majeure situation or due to BSCL's default, liquidated damages (LD) shall be imposed by BSCL on the Seller. However, imposition of LD shall be without prejudice to the other remedies available to BSCL under the terms of the PO.
- 5.2. In case of delay in supply of the goods, the LD shall be calculated as 0.5% (zero point five per cent) of the value of the Purchase Order (excluding taxes and duties) in respect of which the delay in delivery has occurred for each week or part thereof of delay, subject to a maximum value of 5% of the value of the Purchase Order (excluding taxes and duties). GST on LD shall be recovered in addition to the LD amount.
- 5.3. The delivery period shall start from the date of intimation of approval of drawing and design after acceptance of PO/LOA.
- 5.4. BSCL shall have full liberty to realize the LD through the following ways:
 - A) Appropriation of the Security Deposit; OR
 - B) Appropriation the of EMD (in case provision of Security Deposit does not exist); OR
 - C) Reduction of the invoice/document value and release of the payment accordingly
- 5.5. Any waiver of LD shall be at the sole option of BSCL only and any extension must be in writing and with the approval of the competent authority of BSCL.
If at any time during the PO / Agreement, the Seller encounters conditions that may impact the timely supply and installation (as the case maybe) of goods, the Seller shall promptly notify to BSCL in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Seller's notice, BSCL shall evaluate the situation and may at its discretion waive the LD on the request of the Seller.

3. Limitation of Liability

Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the Purchase Order / Agreement or otherwise shall be limited to 100% of Purchase Order / Agreement price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

Annexure 3: Format for Power of Attorney

(to be executed on INR 100 non judicial stamp paper and to be duly notarized)

Known all men by these presents, we..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name)..... son/daughter/wife of.....and presently residing at....., who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our tender against the

Bid document no. [•] dated [•] published by Odisha Mining Corporation Limited for the "Procurement of Goods – [•]", including but not limited to signing and submission of all applications, bids and other documents and writings,

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20[•].

For

Witnesses

.....
(Signature, name, designation and address)

1.

2.

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Annexure 4: Price Bid Format**PRICE BID (COVER-II)**

Sl. No	Description	Qty	Total Excluding GST
1	Supply, installation, Testing, Commissioning of 625 KVADG Set with Ancillary work as per the scope of RFP with all complete Accessories including all approvals ,inspection .Ref-(Annexure 2)	1	

Total Rs.

Grand total in words (excluding GST) Rupees _____) only.

Note:

- I) Only type written price will be accepted
- II) In case of disagreement between price in figure and word, price in words will prevail over price in figure.

Signature of the Bidder with seal

Annexure 5: Declaration by the Bidder

(to be executed on INR 100 non-judicial stamp paper and to be duly notarized)

Date: _____

Sub: Tender No. _____

In response to the Tender Document above stated, I/We hereby declare and solemnly swear that our Company/ firm _____ is not banned/blacklisted as on date by any competent court of Law, forum or any State Government or Central government or their agencies or by any statutory entities or any PSUs.

AND, if at any stage the declaration/statement on oath is found to be false in part or otherwise, then without prejudice to any other action that may be taken, I/We, hereby agree to be treated as a disqualified Bidder for the ongoing Contract.

In addition to the disqualification our concern/entity may be banned/blacklisted.

AND, that I/We, shall have no right whatsoever, to claim for consideration of my/our bid at any stage and the money deposited in the form of EMD shall be liable for forfeiture in full, and the tender, if any to the extent accepted may be cancelled.

Signature of the Deponent

(Authorized signatory of the Bidder with Seal)

Date:

Place:

Annexure 6: Check-list for the Techno-Commercial Bid**(to be enclosed with the Techno-Commercial Bid)**

1. Name of the Bidder, Postal address & Registered Office:
2. Type of organization:
3. Contact name & designation of the Authorized Signatory of the number: Bidder& contact
4. Official email, phone, fax:
5. Official website:

Sl. No.	Qualification Requirement	Complied	Documents
1	Bidder's Experience – Documents in support of meeting Technical Criteria and Financial Criteria (Refer Chapter 6 and Clause 7.14.1)		
2	Incorporation related documents (Refer Clause 7.14.1)		
3	Tax related documents (Refer Clause 7.14.1)		
4	Declaration by the Bidder - Annexure 5		
5	Proof of payment of Tender Paper Fee(Original DD)		
6	Proof of payment of EMD/ documents related- to exemption from the same		
7	Power of Attorney - Annexure 3		
8	Signed copy of check list with seal - Annexure 6		
9	Bank details – Annexure 7		
10	Others		

Date

Signature of the Authorized Signatory of the Bidder with Seal

Annexure 7: Mandate Form - on the letterhead of the Bidder

To

The Chief Executive Officer

BSCL, ICOMC Tower, 5th Floor, Bhoi Nagar, Bhubaneswar-751022**Sub: Mandate for payment through electronic mode i.e. EFT/NEFT/RTGS**

Dear Sir,

We are hereby giving our consent to get all our payments due from Bhubaneswar Smart City Ltd. through electronic mode i.e. EFT/NEFT/RTGS. We also agree to bear all the bank charges payable in this regard.

(Please furnish the information in capital letter)

1. Name of the Bidder
2. Address of the Bidder

PIN Code			
IT PAN			
e-mail Id		Mobile No	
Phone		FAX No	

3. Bank Particulars

Bank Name					
Branch Name					
Branch Place					
Account No.					
Account Type	Saving/Current/Cash Credit		Branch State		
RTGS Enable	Yes/No	NEFT Enabled	Yes/No		Yes/No
Branch Code		MICR Code		IFSC Co de	

We hereby declare that the particulars furnished are correct & complete. If any transaction is delayed or not effected for incomplete/ incorrect information/ any other technical reasons, we will not hold BSCL Ltd. responsible.

Date

Signature of the Authorized Signatory of the Bidder with Seal

Certified that the Bank particulars furnished are correct as per our record.

Date:

Signature of the Bank with seal

Annexure 8: Format for Security Deposit <Performance Security>

BG should be obtained from Nationalized/ Scheduled Bank and should be operable and invokable at its Branch in Bhubaneswar

(To be executed on INR 100/- non-judicial stamp paper)

B.G. No.

Dated:

WHEREAS:

- (A) ("AGENCY") and Bhubaneswar Smart City office having its office at 5th Floor, Bhubaneswar – 751 022 ("BSCL") has issued a Letter of Award (LoA) dated where by (the "LoA") BSCL has agreed to engage the Agency for (the "agreement").
- (B) The LOA requires the AGENCY to furnish Security Deposit <Performance Security> to BSCL of a sum of INR/- (the "Guarantee Amount") as security for due and faithful performance of its obligations, under and in accordance with the AGREEMENT, for a period of ____ (the "Guarantee Period").
- (C) We, through our branch at (Bhubaneswar) (the "Bank") have agreed to furnish this bank guarantee ("Bank Guarantee") as Performance Security. NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:
1. The Bank hereby, unconditionally and irrevocably, guarantees and undertakes to pay to BSCL upon occurrence of any failure or default in due and faithful performance of all or any of the AGENCY's obligations, under and in accordance with the provisions of the agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Agency, such sum or sums up to an aggregate sum of the Guarantee Amount as BSCL shall claim, without BSCL being required to prove or to show grounds or reasons for its demand and/ or for the sum specified therein.
 2. A letter from BSCL that the AGENCY has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that BSCL shall be the sole judge as to whether the AGENCY is in default in due and faithful performance of its obligations under the agreement and its decision that the Agency is in default shall be final, and binding on the Bank, notwithstanding any difference between BSCL and the Agency, or any dispute between them pending before any court, tribunal, arbitrator or any

other judicial or quasi-judicial body or by the discharge of the Agency for any reason whatsoever.

3. In order to give effect to this Bank Guarantee, BSCL shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Agency and/ or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Bank Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for BSCL to proceed against the Agency before presenting to the Bank its demand under this Bank Guarantee.
5. BSCL shall have the liberty, without affecting in any manner the liability of the Bank under this Bank Guarantee, to vary at any time, the terms and conditions of the agreement or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the AGENCY contained in the agreement or to postpone for anytime, and from time to time, any of the rights and powers exercisable by BSCL against the AGENCY, and either to enforce or forbear from enforcing any of the terms and conditions contained in the agreement and/ or the securities available to BSCL, and the Bank shall not be released from its liability and obligation under this Bank Guarantee by any exercise by BSCL of the liberty with reference to the matters aforesaid or by reason of time being given to the AGENCY or any other forbearance, indulgence, act or omission on the part of BSCL or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would, but for this provision, have the effect of releasing the Bank from its liability and obligation under this Bank Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Bank Guarantee is in addition to, and not in substitution of, any other guarantee or security now or which may hereafter be held by BSCL in respect of, or relating to, the agreement or for the fulfillment, compliance and/ or performance of all or any of the obligations of the Agency under the agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Bank Guarantee is restricted to the Guarantee Amount and this Bank Guarantee will remain in force until the expiry of the Guarantee Period, and unless a demand or claim in writing is made by BSCL on the Bank under this Bank Guarantee no later than twelve (12) months from the date of expiry of the

Guarantee Period, all rights of BSCL under this Bank Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Bank undertakes not to revoke this Bank Guarantee during its validity, except with the previous express consent of BSCL in writing, and declares and warrants that it has the power to issue this Bank Guarantee and the undersigned has full powers to do so on behalf of the Bank.
9. Any notice by way of request, demand or otherwise hereunder may be sent by hand/messenger or by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of BSCL that the envelope was so posted shall be conclusive.
10. This Bank Guarantee shall come into force with immediate effect and shall remain in force and effect until the expiry of the Guarantee Period (including the claim period) or until it is released earlier by BSCL pursuant to the provisions of the agreement.
11. Capitalized terms used herein, unless defined herein, shall have the meaning assigned to them in the agreement.
12. Notwithstanding anything contained herein:
 - i) Our liability under this Bank Guarantee shall not exceed INR
 - ii) The Bank Guarantee shall be valid up to ("Expiry Date including claim period" of the Bank Guarantee).
 - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and if you serve upon us a written claim or demand made in the manner prescribed in this Bank Guarantee on or before (Claim Period of the Bank Guarantee) at our Branch at _____ Bhubaneswar.
 - iv) After claim period all your rights under this Bank Guarantee will be forfeited and we shall be relieved and discharged from all liabilities there under, irrespective of whether the original has been returned to us or not.

13. The Bank Guarantee is issued in paper form and Advice transmitted with required details

Signed and Delivered by _____ Bank By the hand of Mr./Ms. _____, its _____ and authorized official.

(Signature of the Authorized Signatory) (Official Seal) NOTE:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Bank Guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.

For _____ [Indicate name of Bank]

Signature.....

Full Name.....

Designation.....

Power of Attorney No.....

Date.....

Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

(1)

Signature.....

Full Name.....

(2)

Signature.....

Full Name.....

Annexure 9: Format Indemnity Bond

(To be furnished in Stamp paper as per Stamp Act) (Stamp Paper
should be purchased in the name of the Vendor)

This deed of Indemnity executed byhereinafter referred to as 'Indemnifier' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representative and assignees in favour of Bhubaneswar Smart City Ltd., Bhubaneswar, hereinafter referred to as the 'Indemnified' which expression shall unless repugnant to the context or meaning thereof, include its successors and assignees witnesses as to.

Whereas the indemnified herein has awarded to the Indemnifier herein a purchase order/ service order for the supply of.....on terms and conditions set out inter alia in the Purchase order/ Service Order No..... valued at Rs.....(Rupees..... only)

And Whereas, it is required under the above-mentioned purchase order/ service order to provide an Indemnity bond to the indemnified to safeguard its interest, to be free from defect due to faulty material or workmanship for a period of.....calendar months from the date of receipt of stores or actual working hours from the date of commissioning whichever is earlier of the stores supplied by the Indemnifier to the indemnified.

The indemnifier hereby irrevocably agrees to indemnify the indemnified that for any and all claims, liabilities, damages, losses, costs, charges, expenses, proceedings & actions of any nature whatsoever made or instituted against or caused to be suffered by the Indemnified directly or indirectly by reasons of.

- I. any wrongful, incorrect, dishonest, criminals, fraudulent or negligent work default, failure, bad faith, disregard of its duties and obligation, act or Indemnifier. omission by the
- II. any theft robbery, fraud, or other wrongful action or omission by the Indemnifier and /or any of its staff

The indemnifier hereby irrevocably agrees to indemnify the indemnified that any items/ services loaned by indemnified for use by the indemnifier in the event of the products/ services getting damaged/ non-operational, or such that it affects its life guarantee, the indemnifier shall as may be deemed necessary repair or make good the defective assets at site, free of cost, within a reasonable time specified by the indemnified or reimburse the pro-rata cost of the stores to the extent the life not achieved as per the guarantee, or supply spare stores for the

defective portion only free of cost at site in respect of the purchase order/ service order

obligations that emanate from the same already referred to the extent of
 ₹.....(Rupees.....only)

For

 ...

(Signature with Name and Designation)

Station:

Date:

Witness

Company Seal

1.....

Signature with Name, Designation and Address

2.....

Signature with Name, Designation and Address

----- END -----