

AT: RESOURCE CENTER,PO:BANHARPALI , DIST:JHARSUGUDA-768234 (ODISHA), INDIA. Tele Fax No. 06645-289-355, Tel No. 06645-289-354/355/356 Email:bkmishra@opgc.co.in,purchase@opgc.co.in,bn.das@opgc.co.in

#### **TENDER ENQUIRY**

Ref:	1220002574		Dt.		
Last date & time of receipt of Tender			Date & Time of Opening of Tender		
Date: 2	25.03.2025	25.03.2025 15:00	Date: 25.03.2025	Time at: 15:00	

EMD:

Name: Dhirendra Nayak

Contact

To

Email: dhirendra.nayak@opgc.co.in

\_\_\_\_\_\_

Dear Sir,

Sealed tenders in duplicate super scribing "Tender Enquiry. No. and due date" as mentioned under reference are invited for supply and delivery of the following item(s) to Ib thermal Power Station. The instruction to tenderers is given overleaf.

- 1:1 interchangeability certificate to be submitted along with supply.
- · Guarantee/Warranty certificate to be submitted along with supply.
- Material Test Certificate to be submitted.
- · Vendors are requested to kindly furnish your PAN & GST Number. GST certificate to be submitted.
- Bank Mandate form to be submitted to make your payment through RTGS/NEFT.
- · OEM Certificate must be submitted. In case dealer/distributor/stockiest, valid authorization certificate must be submitted.
- PO copies & company price list are to be submitted for price justification.
- · Import license along with supporting documents to be submitted as applicable
- Vendors are requested to submit their sealed offers at our site by sending through FIRST FLIGHT Courier to Jharsuguda branch,Pin-768201/SPEED POST/ REGISTER POST.Vendors may submit their seal offer at following alternative address by sending through other Couriers within the last date of tender receipt.
- · Qty. may be changed at the time purchase order.
- Delivery: As mentioned in the tender document.
- Payment Terms: As mentioned in the tender document.

Price offered should be of FOR destination, IB Thermal Power Station. P&F, Freight, Insurance, GST and other landed cost component quoted, if any, are to be indicated in terms of percentage of basic price/fixed price or will be loaded maximum for evaluation of bids.

Offer may not be considered without valid GST. Please enclose product catalogue & company price list. Offer will remain valid for a period of 90 days from the date of tender opening. TDS @20% should be deducted from your bill in case of non-submission of PAN details.

Thanking you,

Your faithfully,

(Purchase)

### ITEM DETAILS:

PRQ No.	SI	Code	Des.	Qty.	UOM	Delivery
1100009864	00010	135500300036	MANUAL GEARED TROLLEY		NO	15.04.2025
			FOR APH BASKET	5.000		

### **GENERAL INSTRUCTIONS**

- 1.0 Each tender should be sent in properly sealed envelope addressed to the Purchase (Head), Ib Thermal Power Station, Banharpali, Dist. Jharsuguda, PIN: 768234. The envelope should bear the tenderer's distinct rubber stamp. Tender No. \_\_\_\_\_\_due on dt.\_\_\_\_\_ should invariably be given on the cover.
- 2.0 In case of items of specific make, only manufacturers and their accredited agents/stockiest/authorized dealers are entitled to quote. For this they should submit an attested copy of the printed price list along with the tender.
- 3.0 The tenders submitted must be free from over writings or eraser. Corrections & additions if any must be attested. Incomplete tender should not be submitted. Tenders received after the due date of opening will not be entertained.
- 4.0 The required EMD in shape of DD payable at State Bank of India (Code No. 9510)/Central Bank of India, Belpahar/ Andhra Bank, Adhapada (Code-0662), Ib Thermal Power Station, Banharpali, Jharsuguda in favour of Odisha Power Generation Corporation Limited. Otherwise, you can submit directly in our company name Odisha Power Generation Corporation Limited, Banharpali. Account number of State Bank of India 10765789090 (Code No. 9510). Account number of Central Bank of India, ITPS, Banharpali 2062780721 (Code 0283899). Account number of Andhra Bank, Adhapada 066211011000005 (Code-0662). In case EMD submitted in form of DD, the DD shall be valid for a period of three (03) months from the date of opening of the price bid.
- 5.0 The offer given must remain valid for a period of 90 days from the date of opening of price bid.
- 6.0 Manuals/Pamphlets/Leaflets and drawings illustrating technical details/year of manufacture, makers name, country of origin must be enclosed with the tender, sample if required should be submitted along with the tender.
- 7.0 The price quoted should be firm and delivery F.O.R destination inclusive of packing, forwarding, transportation and insurance charges except duties & taxes. Rebate discount if any given may also be mentioned.
- 8.0 Percentage of GST declared to be charged should be distinctly shown along with the price quoted. GST Registration number must be indicated invariably.
- 9.0 The tenderer's should be able to complete delivery within 20 to 30 days from the date of receipt of purchase order/delivery clause as mentioned herein in or else LD @0.5% per week or maximum @ 5 % will be applicable from the due date.
- 10.0 The tender should be agreeable to our payment terms, i.e. 100% within 30 days of receipt and acceptance of materials at Site.Payment terms if mentioned under special terms & conditions shall prevail over the above clause.
- 11.0 Quality of materials to be supplied should be brand new,free from all flaws,good finish and should be as per technical specification and relevant to IS specification.
- 12.0 The merchantability & fitness of the materials should be guaranteed against any manufacturing defect or bad workmanship for a period of 12 months from the date of use or 18 months from the date of supply whichever is earlier. Extra 03 months grace period shall be provided by them for lodging or claiming for the same.
- 13.0 The tender must accompany photocopy of latest & valid Income Tax Clearance Certificate & Good & Service Tax Clearance Certificate without which tender will be rejected.
- 14.0 Destination means Central stores, lb Thermal Power Station, Banharpali.
- 15.0 Whenever tenderers have entered into Rate Contract with DGS&D or EPM, they will indicate the same in their tenders and submit a copy of rate contract as a proof of claim.
- 16.0 All Bank charges to vendor's account.
- 17.0 Weight of each item after packing shall have to be mentioned in your offer, otherwise maximum freight charges shall be loaded.
- 18.0 The quantity indicated in this enquiry is provisional and subject to change.
- 19.0 The undersigned reserves the right to accept/reject any or all the tender without assigning any reason thereof.

#### **GENERAL INSTRUCTIONS**

- 20.0 Supplier having past experience of supplying similar items and credentials to other Thermal Power Stations
- 21.0 Jurisdiction: All contracts effected between OPGCL and vendor shall be subject to Jharsuguda Court Jurisdiction and shall be governed by Law. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings, even though, part of the cause of action might arise within their jurisdiction. In case any part of the cause of action might arise within the jurisdiction of Courts in Odisha, and rest within the jurisdiction of Courts outside the State of Odisha, then it is agreed to between the parties that such suits on proceedings shall be instituted in a Court within the State of Odisha and no other Court outside the State of Odisha have jurisdiction.
- 22.0 Arbitration: In case of any dispute arising out of the supply or interpretation of meaning of the terms in these conditions of purchase or any alleged breach thereof, the same shall be referred to independent Arbitrator/s selected by the aggrieved party and consented by the other party. The arbitration shall be conducted in accordance with the provision of Indian Arbitration Act of 1996 or modifications thereof and award of Arbitrator shall be final and binding on both parties. The arbitrations shall be conducted at Jharsuguda or at such place as decided by Arbitrator. The cost, incidentally shall be borne by the vendor.
- 23.0 Litigation: All expenses and cost in connection with litigation, if any, will be to vendor account.

(Purchase)



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Ref: 1220002574

### **ANNEXURE**

Item	Matl./Srv Desc.	Qty.	UoM	Unit Rate	Tax	Amount			
10	135500300036-MANUAL GEARED TROLLEY FOR APH BASKET "MANUAL GEARED TROLLY FOR APH HE& IE BASKET REMOVAL. CAPACITY-5TON LIFT-3MTR SUITABLE FOR ISMB 250*125 TO 300*125 MM"		NO						
Total : Rupees (in words) :									

#### NOTE:

Tax/Delivery Charge Components
Pricing calculation
(unit rate = Basic)
E.g on (specify %age on components)
Specify inclusive/Nil if included in the basic
Discount (%age) on Basic ·
P&F (%age) on basic ·
GST (%age) on Basic + P&F so on
GST APPLICABLE (YES/NO)

- a. Discount
- b. Packing & Forwarding
- c. Estimated Freight (Specify Mode of Transport)
- d. Transit Insurance (Specify Rate)
- e. GST rate along with HSN Code and HSN Description:
- f. Any other charges :(Add rows to specify components should be in %age of charge or fixed amount)

#### NOTE:

- 1. All the prices shall be quoted in INR only.
- 2. In case any component is not specified, then it shall be assumed that the price is inclusive of the tax/delivery charge component.
- 3. GST rate should not be quoted inclusive.
- 4. Vendor shall take no deviation toward delivery schedule and FOR Price
- 5.As per the Section 171 of THE CENTRAL GOODS AND SERVICES TAX ACT,2017 and other GST Laws (OGST / UTGST AND IGST) which mandate all vendors pass on the entire benefit of input tax credit to OPGC.
- 6. If any tax of pre-GST regime is included in the base price also propose the modified fee/prices removing the same.
- 7. The firm must accept to participate in reverse auction or else their bid may be rejected.



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#### **GENERAL INSTRUCTIONS**

- 1.0 EACH QUOTATION SHOULD BE SENT IN PROPERLY SEALED ENVELOPE ADDRESSED TO THE AGM-Mechanical (PROCUREMENT & CONTRCATS DEPT.)- UNIT 1&2, IB THERMAL POWER STATION, BANHARPALI, DIST. JHARSUGUDA, PIN: 768234. THE ENVELOPE SHOULD BEAR THE TENDERER'S DISTINCT RUBBER STAMP. TENDER NO. \_\_\_\_\_\_DUE ON DT.\_\_\_\_\_ SHOULD INVARIABLY BE GIVEN ON THE COVER.
- 2.0 IN CASE OF ITEMS OF SPECIFIC MAKE, ONLY MANUFACTURERS AND THEIR ACCREDITED AGENTS/STOCKIEST/AUTHORIZED DEALERS ARE ENTITLED TO QUOTE. FOR THIS THEY SHOULD SUBMIT AN ATTESTED COPY OF THE PRINTED PRICE LIST ALONG WITH TENDER.
- 3.0 THE TENDERS SUBMITTED MUST BE FREE FROM OVER WRITINGS OR EROSIONS. CORRECTIONS & ADDITIONS IF ANY MUST BE ATTESTED. INCOMPLETE TENDER SHOULD NOT BE SUBMITTED. TENDERS RECEIVED AFTER DUE DATE OF OPENING WILL NOT BE ENTERTAINED.
- 4.0 THE REQUIRED EMD IN SHAPE OF DD DRAWN IN FAVOUR OF #ODISSA POWER GENERATION CORPORATION LIMITED" PAYABLE AT SBI, IB THERMAL POWER STATION, BANHARPALI, CODE NO.9510, / CENTRAL BANK OF INDIA, BELPAHAR (CODE-3899) / ANDHRA BANK, ADHAPADA (CODE-0662) SHOULD INVARIABLY BE ENCLOSED WITH THE TENDER.
- 5.0 THE OFFER GIVEN MUST REMAIN VALID FOR A PERIOD OF 90 DAYS FROM THE DATE OF OPENING OF BID.
- 6.0 RATE WILL BE VALID FOR 01 YEAR FROM DATE OF AWARD OF CONTRACT.
- 7.0 MANUALS/PAMPHLETS/LEAFLETS AND DRAWINGS ILLUSTRATING TECHNICAL DETAILS/YEAR OF MANUFACTURE, MAKERS NAME, COUNTRY OF ORIGIN MUST BE ENCLOSED WITH THE TENDER, SAMPLE IF REQUIRED SHOULD BE SUBMITTED ALONG WITH TENDER.
- 8.0 THE PRICE QUOTED SHOULD BE FIRM AND DELIVERY F.O.R. DESTINATION INCLUSIVE OF PACKING, FORWARDING, TRANSPORTATION AND INSURANCE CHARGES EXCEPT GST WHICH IS TO BE EXTRA AS ACTUAL.
- 9.0 ACTUAL/PERCENTAGE OF GST LEVIABLE AND DECLARED TO BE CHARGED SHOULD BE DISTINCTLY SHOWN ALONG WITH PRICE QUOTED. WHERE IT IS NOT MENTIONED CLAIMS FOR PAYMENT OF SALES TAX AND EXCISE DUTY SHALL NOT BE ENTERTAINED ON ANY GROUND. SALES TAX REGISTRATION NUMBER MUST BE INDICATED INVARIABLY.
- 10.0 THE TENDERER SHOULD BE ABLE TO COMPLETE DELIVERY WITHIN 60 days FROM THE DATE OF RECEIPT OF PURCHASE ORDER.
- 11.0 THE TENDERER SHOULD BE AGREEABLY TO OUR PAYMENT TERMS I.E.
- SUPPLY: 100% WITHIN 30 DAYS OF RECEIPT AND VERIFICATION OF MATERIALS AT OUR SITE.

Non acceptance to the above payment term the offer will be loaded suitably to make it at par with other bidders.

12.0 QUALITY OF MATERIALS TO BE SUPPLIED SHOULD BE BRAND NEW, FREE FROM ALL FLAWS, GOOD FINISH AND SHOULD BE AS PER TECHNICAL SPECIFICATION AND RELEVANT TO IS SPECIFICATION.



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13.0 THE TENDER MUST ACCOMPANY PHOTO COPY OF VALID GSTN WITHOUT WHICH TENDER MAY BE REJECTED.

14.0 DESTINATION MEANS CENTRAL STORES, WAREHOUSE 1 & 2 IB THERMAL POWER STATION, BANHARPALI.

15.0 WHENEVER TENDERERS HAVE ENTERED INTO RATE CONTRACT WITH DGS&D OR EPM, THE WILL INDICATE THE SAME IN THEIR TENDERS AND SUBMIT A COPY OF RATE CONTRACT AS A PROOF OF CLAIM.

16.0 THE QUANTITY INDICATED IN THIS ENQUIRY IS PROVISIONAL AND SUBJECT TO CHANGE AS PER PLANT REQUIREMENT, WHICH MAY INCREASE OR DECREASE DURING THE CONTRACT PERIOD. OPGC HAS NO OBLIGATION TO RECEIVE THE FULL ORDERED QUANTITY.

17.0 SUPPLIER HAVING PAST EXPERIENCE OF SUPPLYING SIMILAR ITEMS TO OTHER THERMAL POWER STATIONS MAY SUBMIT A PHOTO COPY OF THE P.O. ALONG WITH THE QUOTATION.

18.0 WARRANTY WILL BE 18 MONTHS FROM DATE OF DISTPATCH & 12 MONTHS FROM DATE OF COMMISSIONING .Warranty & TEST CERTIFICATE HAS TO BE PROVIDED ALONG WITH MATERIAL.

19.0 THE UNDERSIGNED RESERVES THE RIGHT TO ACCEPT/REJECT ANY OR ALL THE TENDER WITHOUT ASSIGNING ANY REASON THEREOF.

20.0 PENALTY FOR DELAY IN DELIVERY: - THE VENDOR IS LIABLE TO PAY PENALTY AT THE RATE OF 0.5 % OF THE COST OF UNDELIVERED MATERIALS PER WEEK OR PART THEREOF SUBJECT TO MAXIMUM 05 % OF THE COST OF UNDELIVERED MATERIALS. IF DELAY IS BEYOND 10 WEEKS OR LESS DEPENDING UPON THE REQUIREMENT, THE BUYER RESERVE THE RIGHT TO CANCEL THE P.O. AND COLLECT THE MATERIALS FROM ANY OTHER SOURCE AT THE RISK OF ORIGINAL SUPPLIER WITHOUT MAKING ANY REFERENCE TO HIM. THE ADDITIONAL FINANCIAL INVOLVEMENT OCCURS IF ANY FROM PROCURING OTHER SOURCE SHALL BE RECOVERED FROM YOU.

#### 21.0 (A) PREPARATION OF COMPARATIVE STATEMENT

VENDOR SHOULD NOTE FOLLOWING LOADING FACTORS TO BE USED BY OPGC DURING EVALUATION PROCESS IN CASE THE SAME HAS NOT BEEN CONSIDERD DURING OFFER SUBMISSION.

P&F CHARGES 2%
FREIGHT LESS THAN 300 KMS 3%
300 KMS. TO 500 KMS. 4%
500 KMS. TO 1000 KMS. 5%
ABOVE 1000 KMS. 6%

ABOVE 1000 KMS. 6%
INSURANCE 0.086%

(NOTE: PERCENTAGE LOADING WILL BE LIMITED TO FULL TRUCK/TRAILER LOAD RATE FOR EACH TRUCK LOAD).

(B) PAYMENT TERMS LOADING

1.5% PER MONTH (WHEREVER PARTIES HAVE QUOTED 100% THROUGH BANK/ADVANCE AGAINST OUR STANDARD AND PAYMENT TERMS OF BID DOCUMENTS)

IN CASE OF PAYMENT THROUGH BANK LOADING FOR A PERIOD 30 DAYS AND IN CASE OF ADVANCE PAYMENT ALONG WITH P.O. THE LOADING FOR THE PERIOD OF DELIVERY PERIOD PLUS 30 DAYS, MAY BE TAKEN. IN CASE OF 90% THROUGH BANK & BALANCE 10% WITHIN 30 DAYS AFTER RECEIPT AND ACCEPTANCE OF MATERIALS.

LOADING FACTOR WILL BE 1.5\*0.9= 1.35%. ACCORDINGLY FOR OTHER PAYMENT TERMS LOADING FACTORS WILL BE CALCULATED.



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LOADING PROCEDURES

**BASIC PRICE** 

PACKING & FORWARDING CHARGES (ON BASIC PRICE ONLY)

FREIGHT ON (BASIC + P&F)
INSURANCE ON (BASIC + P&F + FREIGHT)

GST @ ##.% BASIC + P&F + FREIGHT) X GST

PAYMENT TERMS LOADING ON BASIC + P&F + FREIGHT + GST)

22.0 Jurisdiction: All disputes or differences arising out of or in connection with this contract shall be subject to the exclusive jurisdiction of court within the limits of Jharsuguda (Orissa).

23.0 Arbitration: All disputes or difference in respect of which the decision is not final and conclusive shall, on the initiative of either party, be referred to the adjudication of a sole arbitrator, within thirty days of receipt of notice from the contractor of his intention to refer the disputes to arbitration or by Engineer-in-Charge, the MD or MD-in-charge of OPGC shall finalize a panel of three arbitrators and intimate the same to the contractor. The contractor shall within fifteen days of the receipt of this list select and confirm his acceptance to the appointment one from the panel as arbitrator. If the contractor fails to communicate his selection of the name within the stipulated period, the MD or MD-in-charge of OPGC shall without delay select one from the panel and appoint him as the sole arbitrator. If the MD or MD-in-charge of OPGC fails to send such a panel within thirty days, as stipulated, the contractor shall send a similar panel to the MD or MD-in-charge of OPGC within fifteen days. The MD or MD-in-charge of OPGC shall then select one from the panel and appoint him as the sole arbitrator within fifteen days. If the MD or MD-in-charge of OPGC fails to do so, the contractor shall communicate to the MD or MD-in-charge of OPGC the name of one from the panel who shall then be the sole arbitrator. The appointment of sole arbitrator so made shall be final and conclusive.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reasons whatsoever, sole Arbitrators shall be appointed as aforesaid by the MD or MD-in-charge, OPGC. The work under the contractor, shall, however continue during the arbitration proceedings.

The Arbitrator shall be deemed to have entered on the reference, the date he issues notices to both the parties fixing the date of the first hearing.

The Arbitrator may, from time to time, with the consent of the parties, enlarge time for making and publishing the award.

The Arbitrator shall give a separate award in respect of each dispute or difference and shall give a reasoned and speaking award/awards.

The venue of arbitration shall at Bhubaneswar only and jurisdiction for any proceedings arising out of or concerning or connected with such arbitration shall be of appropriate court at Bhubaneswar under the jurisdiction of Odisha High Court.

The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid at half by each of the parties. The costs of the reference and the award including the fees, if any, of the arbitrator shall be in the discretion of the arbitrator who may direct to and by whom and in what manner. Such costs or any part thereof shall be paid and may fix and settle the amount of costs to be so paid.

The award of the arbitrator shall be final and binding on both the parties.

Subject to aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.



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Neither party is entitled to bring a claim to arbitration if the request for appointment of arbitrator has not been made within thirty days after expiration of warranty / guaranty period.

#### Special Conditions: (if any)

- 1) Special Safety Instruction: #Supplier shall ensure adequate training of their vehicle drivers carrying hazardous materials (Fuel Oil, Hydrogen, Acids, Caustic, etc..) on safe transport of the material & OPGC's safety instruction to drivers.
- Use your seat belt & obey Plant Traffic Rules.
- 2. Keep all necessary documents (Driving License, Hazardous License for carrying hazardous materials, Registration, Fitness, Insurance, TREM card, MSDS, PUC etc.) available with your vehicle.
- 3. Do not exceed beyond 20 km/hr speed limit & do not overtake.
- 4. Do not use mobile phone while driving.
- 5. Do not cross the rail track while train is moving. Stop, Look and Proceed.
- 6. Do not sleep under the parked vehicle and always maintain safe distance from wheels.
- 7. Smoking and use of drugs / alcohol is prohibited.
- 8. Be aware and alert of overhead power cables.
- 9. Use vehicle wheel stoppers while parking. Park vehicle only at designated parking place.
- 10. Always remain alert of pedestrian, cyclist & motor cyclist. Share the road with them. Be aware of blind spots on your vehicle, adjust back & side viewing mirrors to have maximum view. Do not turn or side vehicle all of a sudden. Before turning & siding ensure the safety of Pedestrian, Cyclist & Motor Cyclist if any.
- 11. Keep safe distance between the vehicles.
- 12. Do not climb to the top of tanker/carrier without taking fall protection measures.
- 13. While unloading material, clear the area from people to remain safe from material. Load & unload materials only in presence & guidance of OPGC person.
- 14. Ensure availability of fire extinguisher, first aid box, back horn and other standard safety features with the vehicle.
- 15. Ensure fitting of spark arrestor on vehicle carrying flammable or explosive materials.
- 16. Do not keep flammable materials like kerosene, petrol, diesel etc. inside vehicle's cabin.
- 17. Use Personal Protective Equipment (Safety Helmet, Safety Shoes & other applicable PPEs).
- 18. Do not engage yourself with any work other than driving.
- 19. Never enter into the barricaded area, chlorine storage area, hydrogen storage area, confined space, electrical switch gear rooms, transformer, switchyard or any other hazardous installation.
- 20. Emergency Siren Codes for:
- a. Toxic Gas Release 8 Sec On 4 Sec Off for 02 minutes.
- b. Fire & Explosion 4 Sec On 2 Sec Off for 02 minutes.
- c. All Clear Continuous 2 minutes.

In case of emergency do not be panic, listen and take help from OPGC employee / security and proceed to the nearest assembly point. Do not leave until the emergency all-clear is announced.

- 2) The supplier shall also ensure the availability of all applicable safety features of the vehicles. The drivers shall have hazardous material carrying license. All the material to be dispatched in safe transport mode. For hazardous chemical, gases the vehicle must possesses TREM card, MSDS, Safety Equipment and PPE and to be transported as per safety guideline to be provided in the order. All the vehicles must possess valid licence, fitness and pollution under control.
- 3) Along with dispatch details a letter to be intimated to the insurance Company under intimation to us. This should be strictly observed.
- 4) Being an ISO 14001 & OHSAS organization and committed to the safety health environment we restrict the use of virgin and recycled plastic carry bag containers, asbestos material for packing of materials and expect co-operation from its esteemed vendors for utilization of the environment friendly items only.
- 5) Materials rejected to be replaced immediately with new one at the vendor cost. The rejected materials are to be lifted from our store within 45 days of intimation from OPGCL failing which the material lost/damaged shall be



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at the risk of the vendor and such materials shall be disposed by OPGCL after 90 days of intimation.

- 6) Measurement: If the weight/liner measurement/quantity etc. measured in warehouse does not tally with that of challan/packing list, joint measurement with the supplier shall be taken and the result shall be final & binding on both parties.
- 7) Quantity: Deviation in quantity to accommodate standard package/lorry capacity/standard size etc. shall be accepted subject to prior approval of buyer before dispatch unless it is mentioned in the offer. For Chemical Items +/- 5% in quantity shall be accepted and payment will be made accordingly.

Notwithstanding anything stated above, OPGC reserves the right to assess the capability and capacity of the Bidder to perform the contract, should the circumstances warrant such an assessment in the overall interest of OPGC.

GM- (Purchase)