



Odisha Power Generation Corporation Limited IB Thermal Power Station

AT/P.O: BANHARPALI,; DIST.: JHARSUGUDA, PIN:768234(ODISHA), INDIA

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SAFE & CLEAN POWER IS OUR COMMITMENT

AN ISO-14001; OHSAS-18001 ORGANIZATION

Tender documents against
NIT No. ITPS/ (Purchase)/2016-2017 /26(P) dt.04/03/2017
For "Supply of lubricant for girth gear of Pulveriser BBD-4760" to IB Thermal
Power Station".

Date for Issue of bid document	01/04/2017 to 10/04/2017
Last Date of receipt of Bid	17/04/2017 by 15:00 hours in the office under signed
Date of Techno commercial bid opening	17/04/2017 by at 15.30 hours
Date of Price bid opening	To be intimated later on
Cost of Tender Paper	NIL. It may be downloaded from our website.
Earnest Money Deposit	Rs 20,000.00 (Twenty thousand only).

Note: Before Submission of bid please ensure proper documentation is made as mentioned in the bid.

Dy. General Manager, Purchase

Issued to M/s

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Tender Specification for Supply of materials to ITPS.IB Thermal Power Station, At/PO: Banharpali, Dist. Jharsuguda (Odisha), PIN: 768234 is a unit of Orissa Power Generation Corporation Limited a Govt. of Odisha undertaking having 49 % of share by AES America and engaged in generation of 2x210 MW Thermal Electric Power. The Plant site is about 17 Kmtr from Belpahar Railway Station and 40Kms.from Jharsuguda Rly. Station on S.E. Rly. on the Mumbai- Howrah main line.

Two bid system sealed bids are invited from manufacturer / authorized stockiest /authorized dealer / authorized distributor only in their own letter heads for supply of "coal pulverized mill open gear lubricant" to IB-Thermal Power Station as per specification mentioned. The tenderer must have in line experience, financial capability and have supplied such items to other customer.

The tenders must have relevant credentials in support of their claim of being OEM / authorized stockiest /authorized dealer / authorized distributor and copy of purchase order in support of said items to other concern of repute along with their offer. The bidders shall have to submit their offer in two parts

Part-I

Techno Commercial bid shall comprise of the following facts with required Documents.

Pre Qualifying Criteria

1. Bidder shall be an Authorized Dealer/Manufacturer of lubricants for Open gear/girth gear lubrication of coal Pulveriser. Valid authorization certificate must be submitted along with offer.
2. The Party should have supplied the lubricants for Coal Pulveriser which should be equivalent to BBD-4760 model or higher, where the flank size of gear is more than or equal to 560mm and the load carrying capacity of mill must not be less than 2.25MW.
3. The supplied product must have been performing satisfactorily for the period of last 6 six months or more from the date of tender enquiry, bidder has to produce supporting documents for the same.
4. Performance certificate of lubricant to be produced from reputed Government / Public /Private Sector Company.
5. Party should not have been blacklisted or rejected by any Government/Public/Private Sector company for supply of Girth gear lubricant. Bidder shall submit an undertaking for the same.
6. The minimum annual turnover of the Party should not be less than 25Lacs.
7. Bidder should have supplied the product offered to minimum two power plants in India. However, if the bidder or its Principal have supplied same lubricant to Power Plant Abroad, than that credential will also be consider.



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8. Bidder to undertake and confirm that the feeding system will operate trouble free without interruption.
9. Bidder must mentioned the guarantee / warrantee period in their offer.
10. Bidder shall submit the order copies of other customer for credential and price justification.
11. Photo copy of Valid TIN, PAN No. VAT No., CST No. For outside state vendors. Offer may not be considered if vendor fails to submit these documents.
12. EMD of Rs 20, 000/- (Twenty thousand only) in shape of DD payable on State Bank of India (Code No. 9510)/Central Bank of India, ITPS Banharpali (Code No.0283899)/ Andhra Bank, Adapada (Code-0662), Ib Thermal Power Station, Banharpali, Jharsuguda in favour of Orissa Power Generation Corporation Limited.
13. Requisite EMD can be 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 No. 0283899). Account number of Andhra Bank, Adapada – 066211011000005 (Code-0662).

EVALUATION CRITERIA

Party has specified the consumption of lubricant for the continuous operation of Mill for 24 Hours.

If per day consumption of Lubricant = A Kg/Day

Cost of Lubricant = Rs. B /Kg

Total Consumption Cost per Month per Mill = Rs. A X B X 30

Comparative Statement will be prepared on the basis of above and the lowest bidder will be decided on that basis.

Boundary Condition= Max Lubricating capacity with the existing system= 8Kg/Day

For successful bidder \Rightarrow

In case during the actual operation it is observed that the consumption rate of lubricant is more than given in offer, party has to supply extra quantity without any financial implication.



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SPECIAL INSTRUCTIONS TO BIDDER

1. Party has to confirm that the supplied lubricant will function with the existing arrangement of lubrication system, i.e. Greasing pump of DENKO BK make type FG 5/55.6.1.0.127.7.9 having total theoretical flow 0-18 dm³/24hrs, with six spray nozzle.
2. In case of requirement of separate system for dosing for the offered lubricant, the offer will not be accepted.
3. The delivery of material will be staggered manner. The First lot will be for one quarter (three month consumption) i.e. 800kg, which will be considered as trial period operation.
4. In case of satisfactory result, the rest of the order quantity will be delivered as per OPGC instruction.
5. In case the performance found satisfactory but the consumption found more, then the party has to supply the extra lubricant without any additional charges. In such case OPGC may opt to continue with the party for the total order period but without any additional charges.
6. The evaluation of bid will be as per **Annexure -1.**
7. Technical acceptance criteria will be monitored as given below.
 - Temperature of Girth Gear with the help of non contact infrared Temp meter- Max allowed 50deg to 60degC
 - Vibration of DE and NDE Pinion - Stable at present running level. Max allowable deviation 5%.
 - Physical Condition- No deterioration in the Pinion or Girth Gear material (i.e. no Pitting, erosion or breakage of tooth) within trial period - 2 months.

Party has to deploy their representative for joint witness of technical acceptance criteria. If the party is not able to deploy; the finding of OPGC shall be the binding.

8. If the performance found unsatisfactory (Consumption rate or Mill Girth Gear performance/Health), OPGC reserve the right to cancel the order.
9. Party has to submit the PBG of 10% of contract value before the supply of material. PBG will be released after 6 month completion of supply. In case the Party's product fails to perform, the PBG will be forfeited.



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Annexure – I

SUPPLY OF LUBRICANT FOR GIRTH GEAR OF PULVERIZER BBD - 4760 BALL and TUBE MILL

SN	Item Description	Approximate quantity per annum
1	GIRTH GEAR LUBRICANT for BBD -4760 BALL and TUBE MILL	3200 kg

SPECIFICATION:

Sl. No.	Detail data	Ref. Standard	Unit	Range
1	Operating temperature range	-	Deg C	15 to 120
2	Base Oil Type	-	-	Mineral/Synthetic or Mixture of Mineral and Synthetic
3	Kinetic Viscosity at 40 deg C	DIN 51562	Mm ² /s	13000 to 18000
4	Kinetic Viscosity at 100 deg C	DIN 51562	Mm ² /s	Approx 500 to 600
5	Flash Point	DIN ISO 2592	Deg C	>180
6	Density at 20 deg C	DIN 51757	g/cm ³	0.9 to 0.93
7	Pour Point	DIN ISO 3016	Deg C	10 to 15
8	Four Ball Test, Weld Load	DIN 51350 t.4	N	>8000
9	Fzg Special Test A/8,3/90-Scuffing load stage	DIN 51354		>12
10	Fzg Special Test A/2,76/50-Specific wear load test	DIN 51354	Mg/kWh	<.2
11	Corrosion protection on steel	DIN ISO 7120	Rating	0 -A

Party has to submit Consumption rate - For mill (BBD-4760) with Flank size 560mm (Kg/24hour Operation).



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Annexure-II

SCHEDULE OF MAJOR SUPPLIES EFFECTED DURING LAST THREE YEARS

Sr. No.	Name & Complete Address of the Purchaser	Purchase Order No.	Date on which lubricant was supplied	Remark
1	2	3	4	5



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Annexure- III

SCHEDULE OF DEVIATIONS

Sr. No.	Specification Clause	Details of deviations	Justification for deviation
(1)	(2)	(3)	(4)



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PROFORMA FOR SUMMARY QUOTATION for Technical & un-priced Commercial bid (Part-1)

Tender No.:

Sl. No.	Techno Commercial Points	OPGCL Needs	To be filled by the bidder
1	Technical Specification as per Tender Enquiry	Accepted/ Not accepted. If not accepted, detailed deviation and proposal.	
2	Party should have supplied same battery bank of same specification to other utilities	Party should have supplied same spares to other utilities	
3	Three years on site warrantee	Confirmed / Not Confirmed	
4	Submission of order copies of other customer in support of your Credentials	Submitted / Not submitted as per bid requirement.	
5	Bidder must be manufacturer / authorized stockiest /authorized dealer / authorized distributor.	Yes/ No.	
6	Bidder has to submit EMD either in shape of DD payable on State Bank of India (Code No. 9510) Banharpali/Central Bank of India, ITPS Banharpali (Code-0283899)/ Andhra Bank, Adapada (Code-0662), Ib Thermal Power Station, Banharpali, Jharsuguda in favour of Orissa Power Generation Corporation Limited / RTGS/ NEFT.	Submitted/Not submitted details to be mention	
7	Price Basis	FOR Destination Ib Thermal Power Station. Parties offering FOR Ex. Works please give The place of works.	
8	Packing & Forwarding charges % or Rs..... in Lumpsum Inclusive/ Exclusive.	
9	Excise Duty/ GST % Inclusive/ Extra/Not applicable.	
10	Sales Tax/VAT % of CST/VAT inclusive or Exclusive. OPGCL will provide " C-Form" for interstate sale.	
11	Transportation Cost	Rs.---- per No./Lump sum. As extra/Inclusive	
12	Transit Insurance % extra/inclusive	
13	Odisha Entry Tax% inclusive/Extra	
14	Delivery Schedule	Five weeks Accepted/ Not Accepted	



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15	Validity of offer	120 days from the due date of opening date of the Part-1 bid.(Techno Commercial). Accepted/ Not accepted.	
16	Liquidated damage clause is applicable if delivery is delayed beyond quoted delivery date @0.5% per week/part of week subject to 5%of PO value.	Accepted/ not accepted. Non acceptance shall lead to loading of your Offer by 5%.	
17	The bidder has to accept our payment terms i.e. 90% payment shall be made within 30 days from the date of final acceptance of material & 10% shall be made within 90 days on submission of 10% of PO basic value as Performance Bank Guarantee till the completion of guaranty / warrantee period. Extra three months shall be provided for communication if anything happens at last moment	Accepted/ Not accepted.(in case non acceptance loading shall be done)	
18	Acceptance of part order quantity	Yes/ No	
19	Payment to be made through RTGS mode	Accepted/ Not accepted.	
20	All Bank charges to vendor account	Accepted/ Not accepted.	
21	Tender Notice NIT General Terms & Conditions	Accepted/ Not accepted.	
22	List of Deviation statement from tender norms.	Submitted/ Not submitted	

Authorised Signatory:

Name of the firm:

Designation:

Company Seal:

Place:

Date:



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NIT GENERAL TERMS & CONDITIONS

1. Sealed Tender is invited for the supply of articles as per details overleaf addressed to the "Dy. General Manager – Purchase Materials, OPGCL- IB Thermal Power Station in variably giving on the cover Tender Notice No., Name of the Articles, the date of opening and EMD details.
2. The quantities mentioned in the Tender Notice shall be deemed to be only approximate and will not in any manner whatsoever be binding on the OPGCL.
3. All tenders are to be submitted up to 15.00 hours on the opening date & they will be opened at 15.30 hours on the date specified. Representatives of the bidders those who choose to be present may attend the bid opening. If in any case the bid opening date is declared a public holiday or falls on PH the bid shall be opened on the next working day.
4. The tender shall remain open for acceptance for a period of 60 DAYS FROM THE DATE OF OPENING OF THE TECHNICAL BID UNLESS OTHERWISE SPECIFIED. Tenders with a Validity of Less than 120 days are liable to be rejected/ or have lesser preference than those adhered the tender conditions.
5. The net price offered shall be on the basis of delivery F.O.R, Ib Thermal Power Station site including excise duty, cess, sales tax, packing, forwarding, freight, insurance, entry tax and third party inspection charges etc. if any. Packing should be made in transport worth packing to avoid any transit damage and should be clean and free from foreign materials. Special care for flammable and breakable items to be taken. Actual /percentage of Sales Tax/VAT/Excise Duty leviable and declared to be charged should be distinctly shown along with price quoted so that any change during the contract period by Govt. & statutory authority as applicable can be adjusted. Where it is not mentioned claims for payment of Sales Tax and Excise Duty shall not be entertained on any ground.
6. TIN No/ VAT No. Sales Tax Registration Number/PAN must be indicated invariably.
7. Wherever tenderers have entered into the Rate Contract with DGSD/EPM they will indicate the same in their tender and submit a copy of rate contract as a proof of claim.
8. Special attention of the tender is invited about the receipt of the tender in time. Tenders received after the stipulated date and time due to any reason whatsoever shall not be considered. Bidders are requested to see that the tenders are delivered in the office before the prescribed date and time. The telegraphic quotation giving all the relevant details of stores offered also be received been posted at least one day before the date of opening of the tender and fully confirming in due respects to the offer by fax or mail.
9. The delivery period quoted must be specific and realistic. The inability of the successful tenderers to execute orders in accordance with delivery schedules will entitle OPGCL to purchase the stores at the risk and cost of the contractors such failures will also be kept in view while considering that subsequent tenders.
10. With regard to acceptance of tender for earlier delivery it should be noted that if the contract is placed on higher tender in preference to the lowest acceptable offer in consideration of earlier delivery the contractor will be liable to pay to OPGCL, the difference between the contract rate and the lowest acceptable, in case of failure to complete suppliers in terms of such contract within the date of delivery specified in the



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tender and incorporated in the contract. This is without prejudice to other rights of the OPGCL under the terms of contract.

11. The time given for delivery or dispatch shall commence from receipt by the contractor of the purchase order. The bidder should be able to complete delivery as per the delivery schedule of purchase order. LD shall be applicable @0.5% per week or part of a week subject to maximum of 5% of the undelivered materials for the delayed period. Further the failure to deliver or dispatch the stores or any consignment within the period prescribed for delivery or dispatch the purchased shall be entitled to withhold payment until the whole of the stores have been supplied. Also it is at the option of the Purchaser to purchase the materials from other at the risk of the contractor the store of any consignment thereof which the contractor has failed to deliver or dispatch and the differential amount shall be recovered from the vendor. The purchaser has also at the option to cancel the contract if delay in delivery occurs and the contractor shall be liable for all loss or damage which may sustain by reason of such failure on the part of the contractor. In case where delivery schedule is not adhered to and there are increase in ED and Sales Tax and impose of new duties after scheduled delivery period you shall bear the impact of those levies.
12. Printed Terms and Conditions on letter heads or Quotation form of tenderers shall not be applicable.
13. Tendering firms are advised to quote as per our serials number specified in tender notice.
14. OPGCL Reserves the right to reject all or to any of the tenders or to accept the tender or to accept the tender either in full or in part or to split of the contract without assigning any reason.
15. Price discount if any should be typed both in words as well as in figure without any cover typing. Alternations if any should be made clearly by crossing already entered rates and all such corrections should be attested by the tenderers under their full signature in no case there should be over writing and all tender with such over writing and all tender with such over writing shall be liable for rejection.
16. 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. As a commitment use of asbestos material, recycled plastic carry bags and containers are banned. Pre dispatch inspection if any may be carried out before dispatch at the vendor premises.
17. The material supplied shall be guaranteed for 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 less from the date receipt.
18. These terms and conditions shall form a part of the contract. The contract besides shall also be exclusively governed by our standard conditions of contract prescribed by OPGCL. No other terms and conditions whatsoever will be applicable in this contract.
19. All disputes or differences arises shall be subject to the exclusive jurisdiction of court within the limit of Jharsuguda.
20. 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



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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.

21. Litigation: All expenses and cost in connection with litigation, if any, will be to vendor account.
22. (a) Preparation of comparative statement

The Proforma for comparative statement has been standardized and is as per annexure of Manual. CS should be prepared as per proforma and loading actors to be used for loading are as mentioned below (if not mentioned specifically in the offer).

- P&F charges 2%
- Freight 2% WITHIN 300 km
- 300 Kms. to 500 Kms. 3%
- 500 Kms. To 1000 Kms. 4%
- Above 1000 Kms. 5%
- 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 100% after receipt and acceptance of materials within 30 days.) 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 $1.5 \times 0.9 = 1.35\%$. Accordingly for other payment terms loading factors will be calculated.

(C) Delivery term loading: If the delivery period required as per bid requirement is deviated the loading shall be done @0.5% per week or part thereof for the period over and above the stipulated delivery period.

(D) If the PBG clause is not accepted or deviated loading for the same shall be done. Loading procedures-

- Basic Price
- Packing & Forwarding charges (on basic price only)
- Excise Duty on (Basic + P&F)
- Sales Tax on (Basic + P&F + ED)
- Freight on (Basic + P&F)
- Insurance on (Basic + P&F + ED + ST)
- Payment Terms Loading on (Basic + P&F + ED + ST)

In case on variable prices, Variable excise duty etc. the following norms/systems will be taken into consideration.

(e) In case of price variation clause (without specific mention of quantum), 10% price escalation per annum may be proportionality loaded.



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(f) In case of the bidder stipulates Excise Duty as applicable at the time of dispatch & specifies the present rate of Excise duty(a numeric percentage or nil), in such case the offer shall be evaluated considering the maximum rate of E.D. applicable for the product as per Excise Tariff of Govt. Of India or as evident from the other bids received in the tender.

However, the liability of OPGCL shall be as per actual ED applicable at the time of dispatch, subject to production of Excise invoice. Further the rate of ED shall be restricted to as applicable within the contractual delivery period only. Increase in ED rate in any due delay in supply beyond the contractual delivery period shall not be payable by OPGCL. However the benefit of any decrease in ED shall be passed on to OPGCL.

In case bidders quote with Fixed Rate of ED OR Special ED as NIL" the offer shall be evaluated accordingly. This will be subject to submission of Excise invoice copy for having actually paid the Excise Duty or otherwise but claim for any upward revision will not be accepted at a later stage.

(Adverse loading in each factor to be done for comparison purposes, in case vender has not mentioned specifically; however, for placement of order the lowest/beneficial terms will be indicated.)

IMPORTANT NOTICES:

1. Please fill in the proforma for summary quotation as per specimen given above. Tenders not prepared in this proforma shall liable for rejection.
2. Tenders not specifying the exact rates of taxes and duties (wherever applicable) shall be loaded to the highest slab or may not be considered.
3. Any deviation in Technical Specification/ terms & conditions shall be clearly specified in details, failing which shall be deemed the NIT specification & Terms conditions are acceptable in totally unless and otherwise specified.
4. The suppliers/contractor is required to manufacture the product/carryout the work in controlled condition so as to contain Air pollution, water/land contamination within relevant legislative & statutory requirement.
5. Driver must carry valid driving license and vehicle pollution control card for transporting the materials to OPGCL.
6. Vendor/Representative/Vehicle driver must wear Safety Helmet, Shoes inside the Plant premises.
7. All person(s) connected with OPGCL shall have to adhere the safety rule regulations of the Company.



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Part-II

Part-II is the Price Bid only which should contain the price & details of breakup of the trade discount, Packing, forwarding, Excise duty, Sales Tax, VAT, freight, insurance & Odisha Entry Tax. Supervision and Installation Charges, Third party inspection charges etc.

PROFORMA FOR SUMMARY QUOTATION for Price Bid(Part-II)

BIDDERS REF.:

DATE:

Sl No	Description of the materials Equipment Service Item wise	Unit of Measurement	Qty. offered	Unit Rate	Price Basis	Packing & Forwarding charges	E.D.	Sales Tax/ VAT	Estimated freight /Specify mode of transport	Transit Insurance (specify rate)	Odisha entry tax	Total price F.O.R. Destination

1. BANK CHARGES (IF ANY)
2. INSPECTION Charges if any:
3. Super vision and installation charges:
4. (i) Deviation in tech. Specification- YES OR NO/ if yes details of the same.
(ii) Deviation in commercial Terms & conditions- YES OR NO /if yes details with clause No.

Authorised Signatory:

Name of the firm:

Designation:

Company Seal:

Place & Date



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The above two bids should be sealed separately super scribing as Technical Bid/Price bid as the case may be and enclosed in third sealed envelope super scribing "N.I.T No. ITPS/ (Purchase) /2016-2017/26(P) dt.04/04/2017 for "Supply of lubricant for girth gear of Pulveriser BBD-4760" to ITPS due on 17/04/2017. Your offer should reach this office on or before 17/04/2017 up to 15:00 hours. Part-I (Technical Bid) shall be opened on the same day at 15.30 hours in presence of either the bidder or their authorized representative. Parties who shall qualify in Technical bid shall be intimated to attend on a future date & venue to keep them present in the opening of Price Bid.

Tenders without EMD shall not be accepted. Offer received late due to postal or courier delay shall not be entertained. The bidder at their interest should ensure delivery of the bid well in advance.

Dy. General Manager, Purchase



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Bank MANDATE FORM for e-payment (To be submitted in Duplicate)

To,
Orissa Power Generation Corporation Ltd.,
Ib thermal power station,
Banharpali,
Orissa

Dear Sir,

Sub:- Authorization for release of payment due from OPGC Ltd through e-mode facilities of RTGS / NEFT / Internet Banking.

We are the regular contractor/Supplier to your organization and are executing work /supplying materials under different Contracts/ Purchase Orders to OPGC Ltd. We request you to release the payment of the outstanding amount electronically i.e. through RTGS, NEFT, Fund Transfer or any other suitable way. The details of our bank account are as follows: -

(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of the Party:
2. Address of the Party

City Pin Code

E-mail ID

Permanent Account Number

Telephone/Cell No.....

3. Particulars of Bank :

Bank Name		Branch Name	
Branch Place		Branch City	
Pin code		Branch Code	
MICR No			
Account Type	Savings:	Current:	Cash Credit:
Account No. (as appearing in the Cheque Book) :			
(9 Digits code number appearing on the MICR Bank of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account number)			
IFSC Code			

4. Date from which the mandate should be effective :

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold Orissa Power Generation Corporation Ltd responsible. I also undertake to advise any change in the particulars of my account to facilitate up-dation of records for purpose of credit of amount through internet / RTGS / NEFT.

Place:

Date:

Signature of the Party / Authorized Signatory

.....
Certified that particulars furnished above are correct as per our records.

Bank's Stamp:

Date:

(Signature of the Authorized Official from the Banks)

Annexure-IV



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PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE
(On Non-Judicial Stamp paper of Appropriate Value)

1.0 In consideration of OPGC Ltd. Having its registered office at Zone-A, 7th Floor, Fortune Tower, Chandrasekaharpur, Bhubaneswar-751023, Orissa herein-in after called the “Owner” which expression shall unless repugnant to the subject or context include its successor & assignees) having awarded to M/swith its Registered/Head office at..... here-in after referred to as the “Contractor” which expression shall unless repugnant to the subject or context include its successor, executors & assignees) a contract by issue of Owner’s Letter of Intent No. dt. and the same having been unequivocally accepted by the contractor resulting in a contract bearing No.....dated.....valued at Rs.....forand the contractor having agreed to

(Scope of work)

provide a contract performance Guarantee for the faithful performance of the entire contract equivalent Rs. 10% (ten percent) of the said value of the contract to the owner for satisfactory performance of the equipment/materials supplied (as detailed in the said agreement) during the Guarantee period (as detailed in the said agreement) and for the due fulfillment by the contractor(s) of the terms and conditions contained in the said agreement.

2.0 We(here-in after referred to as “ the bank”

(Name & address of Bank)

having its Head Office atdo hereby guarantee and undertake to pay the owner, on demand any and all amount payable by the contractor not exceeding Rs.....(Rupees) only as aforesaid at any time up to.. ..

(days/month/year)

3.0 We do hereby undertake to pay the



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(Name of Bank)

Amounts due to and payable under this guarantee without any demur, reservation, contest, recourse or protest and/or without any reference to the contractor. Any such demand made by the owner on the Bank shall be conclusive and binding notwithstanding any difference between the owner and contractor or any dispute pending before any court, tribunal or any other authority. The bank undertakes not to revoke this guarantee during the currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the owner discharges this guarantee.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/suppliers shall have no claim against us for making such payment.

4.0 We further agree that the

(Name of Bank)

guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all dues of OPGC have been fully paid and its claims satisfied or discharged until OPGC certifies that the terms & conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5.0 Wefurther agree with the

(Name of Bank)

OPGC that OPGC have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the OPGC against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, postponement or extension being granted to the said contractor(s) or for any



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forbearance, act or omission on the part of the OPGC or any indulgence by the OPGC to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6.0 This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the contractor(s)/suppliers(s).

7.0 Notwithstanding anything contained herein a)Our liability under this bank guarantee shall not exceed Rs.....[Rupees] b) This bank guarantee shall be valid up toc) We are liable to pay the guaranteed amount or any part thereof under this B.G only and only if the beneficiary/Govt serves upon the bank a written claim or demand on or before

8.0 Welastly undertake not to revoke this
(Name of Bank)

Guarantee during its currency except with the previous consent of the OPGC in writing.

Dated theday of200.....

9.0 Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs.....(Rupeesonly) and this guarantee is valid up to We shall be released and discharged from all liabilities hereunder unless a written claim for payment under this guarantee is lodged on us within three months from the date of expiry of the guarantee i.e. on or before Irrespective of whether or not the original guarantee is returned to us.

The confirmation of this Bank Guarantee is available within our controlling office. The beneficiary in his own interest should obtain such confirmation from the controlling office at the following address

WITNESS with address

1.

2.

For and on behalf of (the Bank)

Signature

Name

Designation.....

Authorisation No.....

Seal of the Bank



Odisha Power Generation Corporation Limited IB Thermal Power Station

Annexure-V

PROFORMA FOR BANK GUARANTEE IN LIEU OF DD FOR EARNEST MONEY (On Non Judicial stamp paper of appropriate value)

Ref: _____ Date: _____
 Bank Guarantee No. _____

To
 Orissa Power Generation Corporation Ltd.,
 Ib Thermal Power Station,
 At/Po- Banharpali,
 Dist-Jharsuguda-768234.

Dear Sir,

In consideration of Orissa Power Generation Corporation having its Registered office at 7th Floor, Zone – A, Fortune Towers, Chandrasekharpur, Bhubaneswar-751 023 (hereinafter called the “Owner” which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Tender Specification Against NIT No. _____ dt. _____ to M/s _____ having its Registered / Head office at _____ (hereinafter called the Bidder) who wishes to participate in the said tender for and you, as a special favour, have agreed to accept an irrevocable and unconditional Bank Bid Guarantee for an amount of Rs. _____ valid up to _____ On behalf of the Bidder, as a condition for participation in the said tender.

We, the _____ Bank incorporated under _____ law and having one of our branches at _____ and having our Registered office/Head office at _____ do here by unconditionally and irrevocably guarantee and under take to pay to the “ Owner” immediately on demand without any demur reservation, protest, contest and recourse to the extent of the said sum of Rs. _____ (Rupees _____ only). Any such claim/demand made by the said “Owner” on us shall be conclusive and binding on us irrespective of any dispute or differences raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid up to _____. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s _____ on whose behalf this guarantee is issued.

We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the owner in writing and agree that any change in the constitution of the said tenderer or the said Bank shall not discharge our liability. In witness where of the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____ 20 _____

Witness:

(Signature)

Name

Official Address

(Signature)

Name
(Designation with Bank stamp)

Attorney as per Power of Attorney
No. _____
Date _____



Odisha Power Generation Corporation Limited IB Thermal Power Station

FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

(Applicable to Bid value more than Rs.25 lakh only)

To

Orissa Power Generation Corporation Ltd.,
Ib Thermal Power Station,
At/Po- Banharpali,
Dist-Jharsuguda-768 234.

In consideration of the Orissa Power Generation Corporation Ltd. (Ib- Thermal Power Station) having registered office at 7th Floor, Module – A, Fortune Towers, Chandrasekharpur, Bhubaneswar-751 023 (hereinafter called the “Owner / OPGC” which expression shall unless repugnant to the subject or context include its administrators successors and assigns) having agreed to the price, terms and conditions of Tender and Letter of Intent bearing no. _____ dated _____ issued which has been unequivocally accepted by the Contractor M/s _____ for the work of _____ (hereinafter called the said contract) to accept a performance Guarantee as herein provided for Rs. _____ (Rupees _____ only) from a Nationalized bank in lieu of the security deposit to be made by the contractor or in lieu of the deduction to be made from the contractor’s bills, for the due fulfillment of the terms and conditions contained in the said contract by the said contractor, We the _____ Bank (hereinafter referred to as “the said Bank” and having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified OPGC from time to time to the extent of Rs. _____ (Rupees _____ only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by OPGC by reason of any breach or breaches by the said Contractor of any of the terms and conditions contained in the said contract and to unconditionally pay the amount claimed by OPGC on demand and without demur to the extent aforesaid.

2. We _____ Bank, further agree that OPGC shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by OPGC on account thereof and the decision of OPGC that the said contractor has Committed such breach or breaches and as to the amount or amount of loss, damage, costs charges and expenses caused to or suffered by or that may be caused to or suffered by OPGC from time to time shall be final and binding on us.

3. We the said Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till all the dues of OPGC under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully and properly carried out by the said contractor and accordingly discharges this Guarantee, subject, however, that OPGC shall have no claim under the Guarantee after 90 (Ninety) days from the date of expiry of the Defects Liability period as provided in the said Contract i.e. (Date) or from the date of cancellation of the said contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.

4. OPGC shall have the full liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity, from time to time to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract and either securities available to OPGC and the said Bank shall not be released from its liability under these presents by any exercise by OPGC or of the liberty with reference to the matters aforesaid or by reason of time being given to the said



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Contractor or any other forbearance, act or omission on the part of OPGC or any indulgence by OPGC to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing the Bank from its such liability.

5. It shall not be necessary for OPGC to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security, which OPGC may have retained or obtained from the Contractor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the prior consent of OPGC in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder. If any further extension of this Guarantee is required the same shall be extended to such required periods on receiving instructions from M/s _____ on whose behalf this guarantee is issued.

IN PRESENCE OF WITNESS

For and on behalf of (Bank)

1.

Signature _____

Name & Designation _____

Authorization No. _____

2.

Date: _____ Place: _____

Banker's Seal _____

Notes:

1.01: For Proprietary Concerns:

Sri. _____ S/o _____ resident of _____ carrying on business under the same & style of _____ at _____ (hereinafter called "the said contractor" which expression shall unless the context requires otherwise include his heirs executors, administrators and legal representatives).

Section 1.02: For partnership Concerns.

M/s _____ a partnership firms with its Office _____ (hereinafter called the said contractor" which expression shall unless the context requires otherwise include his heirs executors, administrators and legal representatives). The names of their partners being (I) Sri _____ S/o _____

(II) Sri _____ S/o _____ etc.

Section 1.03: For Companies:

M/s _____ a company registered under the Companies Act, 1956 & having its registered office in the state of _____ (hereinafter called "the said contractor" which expression shall unless the context requires otherwise include its Administrators, Successor & Assigns).