



# Odisha Power Generation Corporation Limited IB Thermal Power Station

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

Tel. 06645-289354 / 289355 / 289356, Fax:06645- 289355

E mail: purchase@opgc.co.in;bhadoo.jojowar@opgc.co.in;bn.das@opgc.co.in;bkmishra@opgc.co.in

**SAFE & CLEAN POWER IS OUR COMMITMENT**

**AN ISO-14001; OHSAS-18001 ORGANIZATION**

Tender documents against NIT No. ITPS/ (Purchase)/2017-2018 /05 (P)  
dt.28/06/2017 for supply of hydrogen gas drier to IB Thermal Power Station.

|                                       |                                                      |
|---------------------------------------|------------------------------------------------------|
| Date for Issue of bid document        | 23/07/2017 to 04/08/2017                             |
| Last Date of receipt of Bid           | 14/08/2017 by 15:00 hours in the office under signed |
| Date of Techno commercial bid opening | 14/08/2017 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.10,000/- (Ten 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 .....

.....

.....



# Odisha Power Generation Corporation Limited

## IB Thermal Power Station

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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 hydrogen gas drier as per **Annexure -1** 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 Requirement for valve procurement**

1. Party should supply as per our technical specification with guaranteed technical particulars.
2. The party should have inline service provider.
3. The party should submit the credentials for the supply and installation of the similar type of hydrogen drier.
4. The party should install & commission the drier at our site.
5. The party should submit the order copies of other customer for price justification.
6. Performance certificate from the customer where such drier is supplied and in use should be submitted.
7. The party should depute service engineer to our site for the installation of the drier at our site.
8. Pre-dispatch inspection shall be carried out by OPGC Engineers.
9. The party should deliver the drier with secure packing & instruction to avoid damage to the equipment.
10. The bidder should be the original manufacturer/authorized stockiest /authorized dealer / authorized distributor for valves and must have servicing facilities of the offered product in India. Offer may not be considered without submission of valid authorization certificate.
11. Bidder must mention the guarantee / warrantee period in their offer.
12. Photo copy of valid PAN & GST For outside state vendors. Offer may not be considered if vendor is failing to submit these documents.
13. EMD of Rs 10, 000/- 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.
14. 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. Account number of Andhra Bank, Adapada – 066211011000005 (Code-0662).



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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 for valves of same specification to other utilities                                                                                                                                                                                                                                      | Party should have supplied same spares to other utilities                                                  |                            |
| 3       | Guarantee / Warranty certificate to be submitted                                                                                                                                                                                                                                                                         | 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-028399)/ 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       | Goods & Service tax (GST)                                                                                                                                                                                                                                                                                                | Shall be mentioned in %                                                                                    |                            |
| 10      | Transportation Cost                                                                                                                                                                                                                                                                                                      | Rs.---- per No./Lump sum. As extra/Inclusive                                                               |                            |
| 11      | Transit Insurance                                                                                                                                                                                                                                                                                                        | ..... % extra/inclusive                                                                                    |                            |
| 12      | Delivery Schedule                                                                                                                                                                                                                                                                                                        | Five weeks Accepted/ Not Accepted                                                                          |                            |
| 13      | Validity of offer                                                                                                                                                                                                                                                                                                        | 120 days from the due date of opening date of the Part-1 bid.( Techno Commercial). Accepted/ Not accepted. |                            |
| 14      | 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%.                          |                            |
| 15      | The bidder has to accept our payment terms                                                                                                                                                                                                                                                                               | Accepted/ Not                                                                                              |                            |



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|    |                                                                                                                                                                                                                                                                                                                                                      |                                                         |  |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|--|
|    | 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 value as performance bank guarantee valid for a period of 18months from the receipt of materials or 12months from the date of use. Extra 03 months grace period shall be provided by them. | accepted.(in case non acceptance loading shall be done) |  |
| 16 | Acceptance of part order quantity                                                                                                                                                                                                                                                                                                                    | Yes/ No                                                 |  |
| 17 | Payment to be made through RTGS mode                                                                                                                                                                                                                                                                                                                 | Accepted/ Not accepted.                                 |  |
| 18 | All Bank charges to vendor account                                                                                                                                                                                                                                                                                                                   | Accepted/ Not accepted.                                 |  |
| 19 | Tender Notice NIT General Terms & Conditions                                                                                                                                                                                                                                                                                                         | Accepted/ Not accepted.                                 |  |
| 20 | 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 bid due date of submission & 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. PAN, GST, packing & forwarding, freight, insurance and third party inspection charges etc. if any shall be mentioned clearly. 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.
6. 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.
7. 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.
8. 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.
9. 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 tender and incorporated in the contract. This is without prejudice to other rights of the OPGCL under the terms of contract.
10. 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



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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 with hold 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 is change in GST and impose of new GST after scheduled delivery period you shall bear the impact of those levies.

11. Printed Terms and Conditions on letter heads or Quotation form of tenderers shall not be applicable.
12. Tendering firms are advised to quote as per our serials number specified in tender notice.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. All disputes or differences arises shall be subject to the exclusive jurisdiction of court within the limit of Jharsuguda.
19. 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.
20. Litigation: All expenses and cost in connection with litigation, if any, will be to vendor account.



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### 21. (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)

GST (Basic + P&F)

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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### **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 tax 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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## DEVIATION FROM COMMERCIAL SPECIFICATION

All Deviations from the Commercial terms shall be filled in by the Tenderer, Clause by Clause, in this Schedule.

| Section No. | Clause No. | Deviation details | Remarks |
|-------------|------------|-------------------|---------|
|             |            |                   |         |
|             |            |                   |         |
|             |            |                   |         |
|             |            |                   |         |
|             |            |                   |         |
|             |            |                   |         |
|             |            |                   |         |

The tenderer hereby certify that the above mentioned are the only deviations from the Commercial terms of the Specification.

Company Seal:  
Designation:  
Company :

Signature:



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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, GST, freight & insurance. 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<br>Equipment<br>Service item wise | Unit of Measurement | Qty. offered | Unit Rate | Price Basis | Packing & Forwarding charges | GST | Estimated freight/<br>Specify mode of transport | Transit Insurance (specify rate) | 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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## Annexure – 1

| Sl. No. | Item Description                      | Qty.  |
|---------|---------------------------------------|-------|
| 1       | Refrigeration type hydrogen gas drier | 01 no |

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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 "NIT No. ITPS/ (Purchase)/2017-2018 /05(P) dt.28/06/2017 for "Supply of Hydrogen gas drier to ITPS" due on 14/08/2017. Your offer should reach this office on or before 14/08/2017 up to 15.00 hours. Part-I (Technical Bid) shall be opened on 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



# Odisha Power Generation Corporation Limited IB Thermal Power Station

## 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)



# Odisha Power Generation Corporation Limited IB Thermal Power Station

## **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, 7<sup>th</sup> 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/s .....with 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.....for ..... and the contractor having agreed to provide a contract performance .

(Scope of work)

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 at .....do 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 upto .....  
(days/month/year)

3.0 We .....do hereby  
(Name of Bank)



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undertake to pay the 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 We ..... further 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 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).



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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 upto .....c) 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 We .....lastly underake not to revoke this  
(Name of Bank)  
guarantee during its currency except with the previous consent of the OPGC in writing.

Dated the .....day of .....201...

9.0 Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs.....(Rupees .....only) and this guarantee is valid upto ..... 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 | For and on behalf of (the Bank)<br>Signature<br>.....         |
| 1. ....              | Name .....                                                    |
| 2. ....              | Designation.....<br>Authorization o.....<br>Seal of the Bank. |