



Odisha Power Generation Corporation Limited
IB Thermal Power Station

AT/P.O: BANHARPALI, DIST. JHARSUGUDA, PIN: 768234 (Odisha), INDIA
GRAM: IB THERMAL, Telephone: 06645-289354, Tele Fax: 06645-289355
E Mail: purchase@opgc.co.in; bhadooajowar@opgc.co.in; bn.das@opgc.co.in

SAFE & CLEAN POWER IS OUR COMMITMENT

<i>Tender Information</i>	
<i>Classification</i>	<i>Supply of Conveyor Belts to IB thermal Power Station.</i>
<i>NIT Number</i>	<i>NIT No. ITPS/Purchase/2017-18/30(P) Dt. 12/03/2018</i>
<i>Brief NIT Description</i>	<i>Supply of Conveyor Belts to IB thermal Power Station.</i>
<i>Tender Issue Date:</i>	<i>11/05/2018</i>
<i>Document Issue/Sale Close Date</i>	<i>26/05/2018 at 17.00 hours</i>
<i>Bid Submission Date</i>	<i>28/05/2018 at 15:00 hours</i>
<i>Bid Opening Date(Technical)</i>	<i>28/05/2018 at 15:30 Hrs.</i>
<i>Date of price bid opening</i>	<i>Intimated later on</i>
<i>Contact Info</i>	<i>Assistance General Manager (SCM) / DGM (Purchase) IB Thermal Power Station. Banharpali. Jharsuguda. PIN-768234. State: Country: INDIA. Telephone: 91-6645-289354 Tele-fax: 91-6645-289355; Mail: purchase@opgc.co.in; bn.das@opgc.co.in; bkmishra@opgc.co.in</i>
<i>NIT Details</i>	<i>As per enclosed document.</i>
<i>Corrigendum Detail</i>	
<i>EMD Amount</i>	<i>Rs 60,000.00 (Sixty thousand only)</i>
<i>Tender Document fee</i>	<i>Free of cost.</i>

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

Assistance General Manager- (SCM)



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ODISHA POWER GENERATION CORPORATION LIMITED
IB THERMAL POWER STATION
At/PO: BANHARPALI, DIST: JHARSUGUDA – 768 234 (ODISHA)
Telephone; 06645-289354/356 .Telefax: (06645) 289 355 ,
Email: purchase@opgc.co.in; bn.das@opgc.co.in; bkmishra@opgc.co.in

NOTICE INVITING TENDER

Dt. 20.03.2018

Sealed bids in **‘Two Part System’** and in the prescribed format are invited from bona fide and financially sound reputed Firms / Companies/authorized dealers for supply of the following items to IB-Thermal Power Station, Banharpali.

Tender No.	Description	Qty in mtrs
NIT No. ITPS/Purchase/ 2017-2018/ 30 (P) dt.12.03.2018	FR grade conveyer belt of 1600 mm width of strength –1250/4mm	550
	FR grade conveyer belt of 1600 mm width of strength –1400/5mm	1000

Tender Document will be available free of cost as per schedule mentioned upto 17:00 Hrs from the office of the AGM (SCM), ITPS, Banharpalli, Jharsuguda. Tender documents can also be downloaded from our website. Any amendment, extension and corrigendum to this NIT shall be posted in OPGC web page only.

M/s OPGC Ltd. reserves the right to accept/reject/split any tender without assigning any reason thereof and will not be responsible for any delay in postal/courier. Detailed NIT is also available at our website www.opgc.co.in. Firms are requested to visit our website regularly for any amendment of the present bid and information for participation against various tenders. Vendors interested for registration for various items may download the vendor registration form from our website and submit the same.

Sd/-, AGM (SCM)

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Tender No.: NIT(Purchase)/2017-18/30 (P) dt.12.03.2018

Qualifying Criteria:

1. The agency should have supply credential for supply of FR Grade Belt of width 1600 mm (minimum), to PSU / Large Power utility farms in last three years. Documentary evidence to this shall be submitted i.e.
 - At least one supply credential of Value not less than Rs. 45.0 Lacs
 - At least two supply credentials of Value not less than Rs. 30.0 Lacs each.
 - At least three supply credentials of value not less than Rs. 25 Lacs each.
 2. The bidder shall submit self certified letter mentioning their sound business track record i.e. Not been black listed nor has faced any order cancellation in previous ten years. This self declaration can be submitted on their company letter head.
 3. Bidder is a manufacturer / authorized stockiest / authorized dealer / authorized distributor of belts. Necessary supporting document to this effect like authorization certificate to be submitted.
 4. Photo copy of Valid PAN and GST number.
 5. EMD in shape of DD payable on State Bank of India (Code No. 9510)/Central Bank of India, IB Thermal Power Station(Code-3899)/ Andhra Bank, Adapada (Code-0662), Ib Thermal Power Station, Banharpali, Jharsuguda in favour of Orissa Power Generation Corporation Limited.
 6. EMD can be submitted 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, IB Thermal Power Station – 2062780721. Account number of Andhra Bank, Adapada - 066211011000005 (Code-0662)
 7. Credentials in support of their experience & Banker's certificate in support of their financial capability along with a statement of Asset & Liability. (Credential for supply orders at least one of PO value of Rs.30.00 lakhs during last three years for same/similar type product.
 8. **Acceptance of Reverse Auction:** Bidders are to give their acceptance for participating in e - Reverse Auction for finalization of price bid for placement of order based on Reverse Auction/Sealed Price Bid/ combination of both Reverse Auction and Sealed Price Bid. [NB: OPGC reserves the right to go for reverse auction instead of opening sealed envelope price bid submitted by the bidder. This will be decided after techno-commercial evaluation of the bids and only the technically qualified bidders shall be eligible for participating in the Reverse Auction as per the terms & conditions here in at Annexure-II for "RULES AND REGULATIONS OF THE E-REVERSE AUCTION". Non acceptance to participate in Reverse Auction may result in non-acceptance of bids in the event of OPGC decides to go for Reverse Auction.
- **NB: e-Bidders are requested to give their acceptance for participating in e-RA. The transaction fee for e-RA will be Rs 10,000.00 payable to MSTC.**



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IB Thermal Power Station, At/PO: Banharpali, Dist. Jharsuguda (Odisha), PIN: 768234 is a unit of Odisha Power Generation Corporation Limited a Govt. of Odisha undertaking and engaged in generation of 2x210 MW Thermal Electric Power. The Plant site is about 17 Kms. from Belpahar Railway Station and 40 Kms. from Jharsuguda Rly. Station on S.E. Rly. on the Mumbai- Howrah main line.

Sealed tenders are invited from the reputed potential manufacturers only in their own letter heads for supply of different size & strength Conveyor Belt to Ib Thermal Power Station as per specification mentioned under. The bidder shall have to submit their sealed tender in two parts. The part-I is techno commercial bid and part-II is the price bid. The bidder shall have to confirm and clarify the following points in the techno commercial bid Part-I. . You may send the seal bids through FIRST FLIGHT Courier to Jharsuguda branch, Pin-768201/SPEED POST/ REGISTER POST.

Part-I –Techno Commercial bid shall comprise of the following facts with required documents

1. The bidder has to supply as per our specification quality mentioned below.

ANNEXURE - 1, BELT TYPE & QUANTITY

Sl. No.	Item Description	Parameter
1	Overall Belt Specification	4 Ply, N / N, 1250, FR Grade & shall be as per latest BIS 1891, Pt V
2	Grade of Belt	FR (conforming to ISO : 340, SKIM coated plies)
3	Edge Construction	Moulded, mildew inhabited, breaker on top face
4	Ply to ply	Carcass
5	Belt Dimension	1600 mm width
6	Top Cover Thickness	5 mm
7	Bottom Cover Thickness	3 mm
8	Total minimum thickness (mm)	15 mm
9	Indented (PR) Quantity in mtrs	550 mtr
10	Length of Belt Rolls	300 mtrs each
11	Tolerance on Belt length	(+ / -) 5 %
12	Tolerance on total Belt length	(+ / -) 5 %
13	QAP for Belt	Refer Annexure - 2

Sl. No.	Item Description	Parameter
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1	Overall Belt Specification	5 Ply, N / N, 1400, FR Grade & shall be as per latest BIS 1891, Pt V
2	Grade of Belt	FR (conforming to ISO : 340, SKIM coated plies)
3	Edge Construction	Moulded, mildew inhabited, breaker on top face
4	Ply to ply	Carcass
5	Belt Dimension	1600 mm width
6	Top Cover Thickness	5 mm
7	Bottom Cover Thickness	3 mm
8	Total minimum thickness (mm)	16 mm
9	Indented (PR) Quantity in mtrs	1000 (one thousand mtrs)
10	Length of Belt Rolls	300 mtrs each
11	Tolerance on Belt length	(+ / -) 5 %
12	Tolerance on total Belt length	(+ / -) 5 %
13	QAP for Belt	Refer Annexure - 2

C. Marking on the Belt

f	Marking on the Belt	Unique Serial No. With suffix / prefix for yr & month of Mfg.
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D. Sampling & Acceptance test

Sl. No.	Item Description	Parameter
g	Sampling plan - Fabric for conveyor Belt	One sample from each fabric roll
		Randomly drawn from any part of the fabric roll The fabric shall bear the make mark at every 10-15 mtr length
h	Sampling plan - Ready Conveyor Belt	One sample from each belt roll
		Randomly drawn from any part of the belt roll
h	Testing of Sample drawn	Vendors Lab

	(Conveyor Belt / Fabric) The supplier shall provide additional length of belt for test.	Independent NABL Laboratory
i	Attributes of Test (this is not an exhaustive list & the purchaser shall have right to ask for all the tests as per the mentioned standards) :-	Relevant Standard
	Overall dimensions of belt	
	Full thickness belting tensile, elongation at break	
	Full thickness belting tensile, elongation at 10% of specified tensile strength	
	Cover rubber tensile strength & elongation at break, before & after ageing	
	Adhesion values between Ply - Ply & Ply - Cover Rubber	
	Troughability	
	Tear Strength & abrasion resistance test	
	Flame test, Drum Friction test	
	Electrical Resistivity test	
	Fire Resistant Test /	
j	Repair Norms :	
	Patch Repair :	Localised rectification of surface blemishes using rubber compound similar to mother compound up to the top of carcass ply followed by hot vulcanisation
	Buffing :	Entrapped foreign material may be buffed suitably up to 1 mm depth. Buffing shall not be considered as repair, if the thickness of full belt is buffed is within tolerance.
	Dough Filling :	If the depth of indentation is 0.5 mm to 1.0 mm, it can be filled with rubber compound with local vulcanisation (same as patch repair)



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k	No of permissible repairs per every 100 mtr belt length	15 (cumulative total of all types of repairs) This shall be calculated randomly for any 100 mtr belt length of the belt roll.
l	Permissible repairs (Dimensions)	
	Maximum dimension :	300 mm x 300 mm
	minimum :	20 mm x 20 mm (the smaller sizes of repairs shall not be counted)
	Repairs not permitted :	Repair across the full width of belt
m	Other terms	
	Jointing of Belt :	The belt shall be joined together (hot vulcanised joint) to make it full roll after the randomly drawn sample for testing. Embossing Mark shall be put at the joint area.
n	General Requirements	Sufficiency of testing facilities for compliance of the mentioned standards, at the vendor's premises shall be confirmed
	Visual inspection of belt	The vendor shall have facility for visual inspection of all the belts offered for inspection on both the sides.
o	Packing of each roll	300 meters length
p	Make of Fabric	SRF - India / OLBO - Germany / DU PONT - USA / PERFORMANCE FIBRES (formerly Honeywell, USA)

Marking on the Belt:

1	Marking on the Belt	Unique Serial No. With suffix / prefix for yr & month of Mfg.	Embossing should be at every 10 mtr distance.
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Sampling & Acceptance test:

Sl. No.	Item Description	Parameter	Remarks
1	Sampling plan - Fabric for conveyor Belt	One sample from each fabric roll	Samples shall be drawn in presence of Third Party Inspector, OPGC Representative
2		Randomly drawn from any part of the fabric roll The fabric shall bear the make mark at every 10-15 mtr length	The original invoice copy & TC from fabric manufacturer to be submitted during test.
3	Sampling plan - Ready Conveyor Belt	One sample from each belt roll	Samples shall be drawn in presence of Third



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			Party Inspector, OPGC Representative
		Randomly drawn from any part of the belt roll	The vendor shall offer extra belt length for belt testing.

Vendor Lab:

Sl. No.	Item Description	Parameter	Remarks
	Testing of Sample drawn (Conveyor Belt / Fabric)	Independent NABL Laboratory	A part of the sample shall be tested at any NABL Laboratory / Govt. Lab. at purchaser's cost. The results so obtained shall be final & binding & override the test results obtained at vender's Lab.
	The supplier shall provide additional length of belt for test.		The purchaser deserve the right to waive this clause.

Attributes of Test:

Sl. No.	Item Description		Remarks
	Overall dimensions of belt	Relevant Standard	As per IS-1891 latest/ CAN CSA - M 422 - M87 (type C)/ IS-340
	Full thickness belting tensile, elongation at break		
	Full thickness belting tensile, elongation at 10% of specified tensile strength		
	Cover rubber tensile strength & elongation at break, before & after ageing		
	Adhesion values between Ply - Ply & Ply - Cover Rubber		
	Trough ability		
	Tear Strength & abrasion resistance test		
	Flame test, Drum Friction test		
	Electrical Resistivity test		
	Fire Resistant Test /		

Repair Norms:

Sl. No.	Item Description		Remarks
1	Patch Repair :	Localised rectification of surface blemishes using rubber compound similar to mother compound up to the top of carcass ply followed by hot vulcanisation	
2	Buffing :	Entrapped foreign material may be buffed suitably up to 1 mm depth. Buffing shall not be considered as repair, if the thickness of full belt is buffed is within tolerance.	
3	Dough Filling :	If the depth of indentation is 0.5 mm to 1.0 mm, it can be filled with rubber compound with local vulcanisation (same as patch repair)	



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4	No of permissible repairs per every 100 mtr belt length	15 (cumulative total of all types of repairs) This shall be calculated randomly for any 100 mtr belt length from the belt roll.	15 (cumulative total of all types of repairs per any 100 mtr belt length of the belt roll.
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Permissible repairs (Dimensions):

Sl. No.	Item Description		Remarks
1	Maximum dimension :	300 mm x 300 mm	
2	minimum :	20 mm x 20 mm (the smaller sizes of repairs shall not be counted)	

Other terms:

Sl. No.	Item Description		Remarks
1	Jointing of Belt :	The belt shall be joined together (hot vulcanised joint) to make it full roll after the randomly drawn sample for testing. Embossing Mark shall be put at the joint area.	
2	General Requirements	Sufficiency of testing facilities for compliance of the mentioned standards, at the vendor's premises shall be confirmed	
3	Visual inspection of belt	The vendor shall have facility for visual inspection of all the belts offered for inspection on both the sides.	
4	Make of Fabric	SRF - India / OLBO - Germany / DU PONT - USA / PERFORMANCE FIBRES (formerly Honeywell, USA)	

2. The Bidder must be a reputed manufacturer having his own manufacturing unit for the Conveyor Belts along with in-house testing facility and have in line experience, financial capability and have supplied such items to other Industrial concerns of repute.
3. The bidder has to submit the chemical composition or test certificate of inputs required for manufacturing of belts.
4. The bidder has to clarify of their manufacturing process involved during the preparation of our required conveyor belt & enclose the details of their product catalogue.
5. The bidder has to submit quality assurance plan/arrangement obtaining the overall quantity management & procedure, which is proposed to be followed in the programme of manufacturing.
6. Tenderer must submit relevant credentials in support of their claim of being manufacturer and copies of purchase orders in support of supply of said items to other concerns of repute preferably NTPC and Other Thermal Power Stations.
7. The bidder shall have to submit documentary evidences of successfully & satisfactorily supply of Conveyor Belt of 03 km. of said belt strength & width to any reputed PSU in the last 3 consecutive financial years.
8. The bidder has to enclose copies of their last three-year purchase order received from reputed organisations like NTPC / SEB's or any other Thermal Power Plant in support of their item now being offered and their performance report.
9. The Bidders shall have to submit their credentials in support of their experience & Banker's certificate in support



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of financial capability along with a statement of Asset & Liability.

10. EMD in shape of DD payable on State Bank of India (Code No. 9510)/Central Bank of India, Belpahar/ Andhra Bank, Adapada (Code-0662), Ib Thermal Power Station, Banharpali, Jharsuguda in favour of Orissa 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, Belpahar – 2062780721. Account number of Andhra Bank, Adapada - 066211011000005 (Code-0662).
11. Photo copy of latest IT, GST and Manufacture certificate registered as per Registration of Company Act/NSIC, are to be submitted by the bidders.
12. 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 value as performance bank guarantee valid for a period of 18 months from the receipt of materials or 12 months from the date of use. Extra 03 months grace period shall be provided by them.
13. The bidder has to clarify to submit security deposit i.e 05% of the PO value in shape of irrevocable bank guarantee from a nationalised bank executed on non-judicial stamp paper of appropriate value towards execution of the contract.
14. The bidder shall have to confirm that guarantee period of 18 months commencing from the date of utilisation or 24 months from the date of last despatch whichever is earlier for defects in material and workmanship.
15. The bidder has to clarify to accept our inspection by third party; the third party inspection charges shall be to M/s OPGC account. The details of test procedure followed after manufacturing shall have to be mentioned in the techno commercial bid. Test certificate shall be submitted in the supply documents.
16. The bidder has to submit their valid BIS/ISO registration certificate or any other international accreditation documents.
17. The vendors shall be intimated their category of their unit status like Mini, Micro & Small as per the DIC (District Industries Certificate).
18. The bidder has to clarify to deliver the material within six weeks with pre despatch inspection by M/s OPGC and/or Third party from the date of receipt of our order. Schedule of delivery shall be a point for consideration during evaluation of the bid.
19. Validity: The price shall remain valid for a period of 180 days from the date of opening of techno-commercial bid.
20. Termination of Contract: The purchaser has to right to terminate the contract at any time after the expiry of delivery period.
21. The belt tolerance & standard length as per IS standard shall be mentioned in Part-I.
22. The bidder may also offer belt of International Standard with details of technical description & product catalogue to suit our required specification.
23. The bidder shall submit their QAP for our approval within fifteen days from the date of receipt of our order.
24. Any deviation from above points shall have to be mentioned clearly in the techno commercial bid.
25. Bank mandate form to be submitted for release of payment.



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Tender No.: NIT(Purchase)/2017-18/30 (P) dt.12.03.2018

TENDER NOTICE NIT GENERAL TERMS & CONDITIONS

1. Sealed Tender is invited (in duplicate) for the supply of articles as per details mentioned in the bid. Tender should be submitted in a proper sealed envelope addressed to the AGM (SCM), 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- Ib Thermal Power Station.
3. All tenders are to be submitted up to 13 hours on the opening date & they will be opened at 15 hours on the date specified. Representatives of the bidders those who choose to be present may attend the bid opening..
4. The tender shall remain open for acceptance for a period of 180 DAYS FROM THE DATE OF OPENING UNLESS OTHERWISE SPECIFIED. Tenders with a Validity of Less than 180 days are liable to be rejected/ or have lesser preference than those adhered the tender conditions.
5. Actual percentage of GST of any description whatsoever where leviable and intended to be claimed from the OPGCL-Ib Thermal Power Station, Whether as a part of the price or by way of tax in purchase of any statutory provisions enabling the dealer to collect the GST leviable on him for purchase should be distinctly shown along with the price quoted. Where it is not done all claims for payment or reimbursement of GST any description whatsoever whether part of the price or extra will be deemed to have been waived and such claims shall not be entertained on any ground whatsoever.
6. PAN & GST REGISTRATION NUMBER MUST BE INDICATED IN VARIABLY FAILING WHICH OFFER SHALL NOT BE CONSIDERED.
7. Rates quoted should be F.O.R. IBTPS, Banharpali. In case rates Ex-godown shops Please indicate actual amount of Packing and Forwarding charges and railway freight/Road freight up to destination, IB Thermal Power Station, Banharpali, Jharsuguda, Odisha. Jharsuguda is our nearest transport godown which is 40 Kms from Ib Thermal.
8. Wherever tenderers have entered into the the Director General of Supplies and Disposals for supply of belts, they will indicate the same in their tender. They will also certify that the rates quoted are same as are applicable on the finalized the Director General or Supplies & Disposals.
9. Illustrated pamphlet/leaflet and drawing indication technical details/Year of manufacture, Maker's Name , Country of Origin etc. must be enclosed with tender.
10. SPECIAL ATTENTION OF THE TENDER IS INVITED ABOUT THE RECEIPT OF TENDER IN TIME TENDERS RECEIVED AFTER THE STIPULATED DATE AND TIME DUE TO ANY REASON WHATSOEVER SHALL NOT BE CONSIDERED TENDERERS ARE REQUESTED TO SEE THAT THE TENDERS ARE DELIVERED IN THE OFFICE BEFORE THE PRESCRIBED DATE AND TIME. THE TELEGRAPHIC QUOTATIONS GIVING ALL THE RELEVANT DETAILS OF STORES OFFERED SHOULD ALSO BE RECEIVE BEEN POSTED AT LEAST A DAY BEFORE THE DATE OF OPEN OF TENDERS & FULLY CONFIRMING IN DUE RESPECTS TO THE OFFER BY TELEX/TELEGRAM/FAX.



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11. 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.
12. 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.
13. The time given for delivery or dispatch shall commence from receipt by the contractor of the purchase order. The time for and the date of delivery or dispatch stipulated in the schedule for the delivery or dispatch of stores shall be deemed to be the essence of contract and should the contractor fail to deliver or dispatch the stores or any consignment thereof within the period prescribed for such delivery or dispatch the purchaser shall be entitled to withhold payment until the whole of the stores have been supplied and to recover from the contractor a sum of the half percent of the price of any stores which the contractor has failed to deliver or dispatch aforesaid for each and within week or part of a week during which the delivery OR dispatch of such stores may be in arrears subject to maximum of five percent of total of the contract value alternatively at the option of the Purchase shall be entitled to purchase also where on the account & at the risk of the contractor the store of any consignment thereof which the contractor has failed to deliver or dispatch as afore said if not available the nearest available substitute thereof to cancel the contract 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.
14. It is a condition of the contract that all though the currency thereof, the price at which the tender shall supply stores shall be firm.
15. Tenderers may kindly note that it is essential to pay the requisite amount of earnest money in any one of the following form.
 - a) Demand draft.
 - b) Bank Guarantee from a Nationalized Bank revocable and operative till the validity of the offer.

The earnest money will be liable to be forfeited on revocation of the quotation expire if refused to enter into a contract after the award is made to the tender.
16. Small scale industries/National Small Scale Industries Corporation shall be exempted from payment Earnest Money Deposit/Security Deposit/Tender Fee/Tenderers seeking exemption should enclose a photocopy of valid registration certificate with NSIC.
17. Successful tenders will have to deposit security by the date specified in the Acceptance of Tender in case they fail to deposit security by the specified date the OPGCL reserves the right to adjust the same from the payment pending with the OPGCL, ITPS, Banharpali.
18. Preference will be given to those quoting payment and delivery as per bid norms. Loading shall be made for other terms of payment and delivery.



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19. Wherever samples are asked from tenderers the same shall be submitted freight paid through post of Railways/Road Transport and should reach the OPGCL within the stipulated date and time failing which to cognizance will be given to such samples which are received late.
20. Printed Terms and Conditions on letter heads or Quotation form of tenderers shall not be applicable.
21. Tendering firms are advised to quote as per our serials number specified in tender notice.
22. 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.
23. The quote 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.
24. Our tender notice No. & due date of opening nature of items and vendors complete address should in variable be indicated on the top of the envelope, Bank charges always borne by the vendor.
25. Wherever I.S is available please quote as per I.S only, otherwise quote the brand name of the quote items goods must be dispatch through authorized dealer.
26. The material supplied shall be guaranteed for a period of 18 months from the date of supply or 12 months from the date of actual use whichever is earlier.
27. These terms and conditions shall form a part of the contract.
28. (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 factors to be used for loading are as mentioned below (if not mentioned specifically in the offer).

P&F charges	2%
Freight	3%
300 Kms. to 500 Kms.	4%
500 Kms. To 1000 Kms.	5%
Above 1000 Kms.	6%
Insurance	0.86%

(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 alongwith 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.



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(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)

Freight on (Basic + P&F)

Insurance on (Basic + P&F + Freight)

GST on (Basic + P&F+ Freight + Insurance)

In case on variable prices & GST etc. the following norms/systems will be taken into consideration.

(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.)

NB: Transit insurance shall be arranged by OPGCL/ITPS, Banharpali against open marine open policy.

29. Settlement of Disputes: In all cases of dispute the matter shall be refereed for Arbitration to any Arbitrator to be appointed by the OPGCL. The award of the arbitrator shall be final and binding on both the parties.

29. Jurisdiction: All or any differences or disputes arising out of related to this order shall be decided by courts in Jharsuguda, Odisha only.

IMPORTANT NOTICES:

1. Please fill in the proforma for summary quotation as per specimen given .
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. Vehicle must accompany TREM Card for transportation of materials wherever applicable to OPGCL. Driver must carry valid driving license 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.
8. **Salient points of HSE (Health Safety & Environment) that are to be considered while submission of offer are:**
 - **Consumption benchmarks related to output shall be provided wherever applicable for key input resources (energy/fuel/chemicals).**
 - **Competency requirements for operation, maintenance and calibration if any.**
 - **MSDS to be submitted in case any hazardous chemicals as per MSIHC (Manufacturing, Storage, Import of Hazardous Chemicals (Rules 1989/94/2000 along with onsite and offsite emergency plan (as applicable).**
 - **Occupational and Health safety control measures for safe working of the equipment offered.**
 - **Equipment should be fitted with guard for rolling and moving part as per OH&S legislation and Factory Act.**



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- The recommended PPE for the equipment to be furnished.
- Details of all hazardous/harmful substances discharged as by-products/wastes during operations to be mentioned along with their permissible limits.
- Appropriate pollution controls measures to be taken to keep the emissions from the battery to be clearly mentioned.
- Chemical banned due to their negative impact on the environment shall not be used in the offered item.
- Details of disposal practices to be followed to be provided for the chemicals and the equipments.
- Primary materials used in the equipment shall be specified and they should be ecofriendly.

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

Tender No.: NIT(Purchase)/2017-18/30 (P) dt.12.03.2018

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 detail deviation and proposal.	
2	Credentials	Submitted/ Not submitted as per bid requirement.	
3	The Bidder must be a reputed manufacturer having his own manufacturing unit for the Conveyor Belts along with in-house testing facility and have in line experience, financial capability and have supplied such items to other Industrial concerns of repute.	Yes/ No.	
4	Bidder is a ISO 9001/ISO14001 firm	Yes/No	
5	All Tests to be carried out as per the bid document	Yes/No	
6	EMD in shape of DD payable on State Bank of India (Code No. 9510)/Central Bank of India, Belpahar/ Andhra Bank, Adapada (Code-0662), Ib Thermal Power Station, Banharpali, Jharsuguda in favour of Orissa 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, Belpahar – 2062780721. Account number of Andhra Bank, Adapada - 066211011000005 (Code-0662).	Submitted/Not submitted Details to be mention	



Odisha Power Generation Corporation Limited IB Thermal Power Station

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	GST % Inclusive/ Extra/Not applicable.	
10	Transportation Cost	Rs.---- per No./Lump sum. As extra/Inclusive.	
11	Transit Insurance % extra/inclusive	
12	Delivery Schedule	Six weeks Accepted/Not Accepted.	
13	Validity of offer	180 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	Submission of security deposit	Accepted/Not accepted	
16	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 value as performance bank guarantee valid for a period of 18 months from the receipt of materials or 12 months from the date of use. Extra 03 months grace period shall be provided by them.	Accepted/ Not accepted.(in case non acceptance loading shall be done)	
17	Acceptance of part order quantity	Yes/No	
18	Packing material as per OPGCL term to use non asbestos and environmentally friendly material.	Yes/ No	
19	Payment to be made through RTGS mode	Accepted/ Not accepted.	
20	Bidders shall offer their acceptance for participating in Reverse Auction for finalization of price bid for placement of order based on Reverse Auction/Sealed Price Bid/ combination of both Reverse Auction and Sealed Price Bid.	Accepted/ Not Accepted	
21	All Bank charges to vendor account	Accepted/ Not accepted.	
22	Tender Notice NIT General Terms & Conditions	Accepted/ Not accepted.	
23	Acceptance to guarantee clause	Accepted/not accepted.	
24	Price escalation clause and formula	Submitted/	



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		Not submitted.	
25	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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Part-II

Part-II is the Price Bid only which should contain the price & details of break up of the trade discount, Packing, forwarding, GST freight, insurance & 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	GST	Estimated freight/Specify mode of transport	Transit Insurance (specify rate)	Total price F.O.R. Destination

- (a) Deviation in tech. Specification- YES OR NO/ if yes details of the same.
- (b) 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 -II
RULES AND REGULATIONS OF THE E-REVERSE AUCTION

Buyer's Name/Owner	Ib Thermal Power Station (A Unit of Odisha Power Generation Corporation Limited)
Auction To Be Conducted By	MSTC Limited
Name of the work	Supply of CHP conveyor belts
Reference	NIT No. ITPS (Purchase)/2017-2018/30(P), Dt.12/03/2018
Date & Time Of Auction	Auction Date: [To be intimated later] Online e-Reverse Auction Time : [To be intimated later] URL: www.mstcecommerce.com/eprochome/opgc
Special Instructions	Bidding in the last minutes and seconds should be avoided in the bidders own interest. Neither the Service Provider nor OPGC will be responsible for any lapses /failure on the part of the vendor, in such cases.
Auto Extension of Closing Time	5 minutes NB: If any bidder quotes 5 minutes before closing time, the closing time will be extended automatically for another 05 minutes and so on till 05 minutes idle time between the bids.
Decremental Value	Minimum decrement is Rs. 10,000/- and in multiples of Rs. 10,000/-
Start Price	The start price (% discount) shall be confirmed before start of the e-RA and the same should be the estimated price as decided by OPGC.

1. For the proposed e-Reverse Auction, techno-commercially qualified bidders only shall be eligible to participate.
2. Bidders must be a registered user to bid for Buyer ("OPGC") in MSTC portal www.mstcecommerce.com/eprochome/opgc. Bidders need to have their Login ID and Password prior to e-Reverse Auction.
3. Bidders have to participate as per the e-Reverse Auction time and date communicated to them & based upon e-Reverse Auction invitation for particular Auction.
4. Quotation once submitted through e-Reverse Auction cannot be withdrawn /deleted. Otherwise, the EMD submitted by the bidder shall stand forfeited.
5. Buyer reserves the right to ban the bidder from participating in e-Reverse Auction without any explanation/reason at any stage of e-Reverse Auction.
6. Buyer reserves the rights to extend / cancel the e-Reverse Auction.
7. E-Reverse Auction shall be conducted in Indian Rupees only.
8. All prices submitted by Bidder in e-Reverse Auction shall be as per Tender's Terms & Conditions.
9. Validity of bids: As mentioned in Tender Document.
10. Written Confirmation shall be taken in advance regarding participation in the e-Reverse Auction to buyer along with the Authorized person name and details.
11. Buyer reserves the right to award the Purchase Order / Service Order as per buyer's discretion irrespective of Live Auction Rank.
12. Buyer reserves the right to repeat the e-Reverse Auction of same package.
13. **After completion of e-Reverse Auction, OPGC shall open the manual price bids submitted during tendering. The lowest evaluated bid of all the bids submitted in manual and e-Reverse Auction process shall be considered for award of the Purchase order / Work order.**
14. The bidders shall quote from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.
15. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, OPGC at its own discretion shall debar the bidder from the e-Reverse Auction/Tender and future participation also.



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16. OPGC reserves the right to cancel the e-Reverse Auction process/ tender at any time, before ordering, without assigning any reason and may go for manual opening of price bids as per standard practice.
17. OPGC shall not have any liability to bidders for any interruption or delay in access to the MSTC portal irrespective of the cause. In such cases, the decision of OPGC shall be binding on the bidders.
18. Other terms and conditions shall be as per NIT, bidder's techno-commercial Bid and other latest correspondences/ final confirmations, (if any) against the NIT.
19. If any item is not quoted by a bidder, the maximum price quoted by the other participated bidders for that item shall be considered for arriving evaluated price of that bidder.
20. The total L1 Price obtained through e-Reverse Auction shall be proportionately distributed among each line item in line with the price quoted and evaluated in the hard copy price bid.
21. The price quoted in e-Reverse Auction is the total price for all the items and quantity as per Price Schedule of NIT irrespective of any omission by the bidder in the hard copy price bid.
22. In case, the L1 Bidder in e-Reverse Auction and manual Tender happens to be the same bidder, then minimum price among both shall be considered as L1. If the bidder disagrees to accept the said condition, then his EMD shall be forfeited. Apart from this the bidder will be debarred from participating in future e-Reverse Auction/Tender of OPGC.
23. Each Bidder shall get the final loading factor (%age of the quoted price) from OPGC before e-Reverse Auction for the deviations, if any, taken by them in the techno-commercial bid.
24. The Price quoted in the e-Reverse Auction shall be inclusive of all applicable taxes (as per GST), deviations considering the loading factor (got from OPGC/Tender Condition as mentioned in above clause) on his quoted price. However, **the service tax** shall be paid extra as applicable and not included in the loading factor as well as total price.

UNDERTAKING

I hereby undertake that I agree to the “**Rules and Regulations of the e-Reverse Auction**” mentioned herein.

Signature:

Name:

Date:

Company Name:

Seal:



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The above two bids should be sealed separately super scribing as **Technical & Un-Priced Commercial (Part-I)** and **Price Bid (Part-II)** as the case may be and enclosed in **third sealed** envelope super scribing NIT NO. ITPS/ Purchase /2017-2018/30 (P) dt.12/03/2018 for supply of conveyor belts to ITPS due on 28/05/2018. Your offer should reach this office on or before 28/05/2018 up to 15.00 hrs Part-I (Technical and Un priced commercial Bid) shall be opened on 28/05/2018 (same day) at 15.30 hrs in presence of either the bidder or their authorized representative. Parties who shall qualify in Techno commercial bid shall be intimated to attend on a future date & venue to keep them present in the opening of Price Bid.

The EMD of unsuccessful bidders shall be returned within 45 days of opening of the bid. If the bids are not submitted in separate sealed envelope, both found in one envelope or if price bid is found in techno commercial bid and vice versa the bids will be rejected.

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.

M/s OPGCL reserves the right to ask more credential/clarification during evaluation of Techno-commercial bid and reserves to extend the date of opening of techno commercial bid & price bid.

M/s OPGCL reserves the right to accept, reject all or any bid & can split among the bidders without assigning any reason thereof.

Assistance General Manager- (SCM)



**Odisha Power Generation Corporation Limited
IB Thermal Power Station**

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

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

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 Odisha Power Generation Corporation Ltd responsible. I also undertake to advise any change in the particulars of my account to facilitate updation 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
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Annexure-IV

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, Odisha 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)

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 guarantee

(Name of Bank)

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 OPGC that

(Name of Bank)



Odisha Power Generation Corporation Limited
IB Thermal Power Station

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).

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 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 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

1.

2.

For and on behalf of (the Bank)

Signature

.....

Name

.....

Designation

.....

Authorisation No.

.....

Seal of the Bank

.....

Annexure-V
PROFORMA FOR BANK GUARANTEE IN LIEU OF DD FOR EARNEST MONEY
(on Non Judicial stamp paper of Appropriate value)



Odisha Power Generation Corporation Limited
IB Thermal Power Station

Ref: Date:

Bank Guarantee

No.

To

Odisha Power Generation Corporation Ltd.,

Ib Thermal Power Station,

At/Po- Banharpali,

Dist-Jharsuguda-768234.

Dear Sir,

In consideration of Odisha Power Generation Corporation having its Registered office at 7th.Floor, Zone – A, Fortune Towers, Chandrasekharapur, 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 authorised officer, has set its hand and stamp on this _____ day of _____ 20_____

Witness:

(Signature) (Signature)

Name Name

(Designation with Bank stamp)

Official Address

Attorney as per Power of Attorney

No. _____

Date _____

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



Odisha Power Generation Corporation Limited
IB Thermal Power Station

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

In consideration of the Odisha 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 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.



Odisha Power Generation Corporation Limited
IB Thermal Power Station

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 _____

2. Name & Designation _____
Authorisation No. _____
Date and Place _____
Bank's Seal _____

NOTES:

FOR PROPRIETARY CONCERNS:

Shri _____ S/o _____ resident of _____ carrying on business under the name and 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 1.01 FOR PARTNERSHIP CONCERNS

M/s _____ a partnership firm with its office _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include their heirs, executors, administrators and legal representatives); the names of their partners being (I) Shri _____ S/o _____ (II) Shri _____ S/o _____ etc.

Section 1.02

Section 1.03 FOR COMPANIES

M/s _____ a company registered under the Companies Act, 1956 and having its registered office in the state of _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include its administrators, successors and assigns).