



**ODISHA POWER GENERATION CORPORATION LIMITED**  
**IB THERMAL POWER STATION UNIT # 1 & 2**  
**At/PO: BANHARPALI, DIST: JHARSUGUDA – 768 234 (ODISHA)**  
**TEL: (06645) 289273**

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**NOTICE INVITING TENDER**

**NIT No.** ITPS/ (Purchase)/2022-2023 /06(P)

**Date:** 30/04/2022

Separate Sealed bids in the prescribed format are invited from bona fide and financially sound reputed Agencies / Registered Firms/Companies for supply of following materials at 2X210 MW IB Thermal Power Station, Banaharpali.

SI	Material Description	Tender Cost (Rs.)	EMD (Rs.)	Sale of Tender document	Date of receipt & submission /Opening of technical Bid
1.	"600L FILTRATION MACHINE & ACCESSORIES" (Two Parts)	Not Applicable	Rs. 11,000/-	30.04.22 to 20.05.22 (Hard copy only)	Up to 3:00 PM on 20.05.22 3:30 PM onwards on 20.05.22

**NB: a) Bidders having the requisite qualifying requirements specified in the bid document shall only be considered for the work.**

**b) Further please note to submit your offer considering GST provision and its related input tax credit benefits to be passed on to OPGC**

**c) Materials shall be required in staggered manner as per our required consumption pattern and storage capacity F.O.R. site Basis.**

**d) OPGC shall inform about delivery of materials 10-12 days in advance to supply at site**

Cost of bid document (non-refundable) shall be paid by Demand Draft in favour of OPGC Ltd. drawn on State Bank of India (Code-9510) / Andhra Bank (Code-0662) / Central Bank of India (Code-283899) payable at ITPS, Banharpali. Cost of bid document shall have to be submitted along with the bid and the DD towards the tender cost (separate from EMD) should be prepared on or before the last date of sale of tender, otherwise the bid shall be liable for rejection. In case of any discrepancy found between tender document submitted by the agency and the master copy in our office, the latter should prevail. No claim on this account shall be entertained. Complete and signed sealed bids in hard copy form only shall be received at Contract Cell, ITPS. Bids shall be opened at Contract Cell, ITPS in the presence of the bidders or their authorized representatives, if present at the time of opening. If the last date of issue / receipt / opening happens to be a HOLIDAY/office closed, the tender will be issued/ received / opened at the respective time on the next working day. The photocopies of all the supporting documents required for participating in the tender mentioned in NIT/Tender paper shall be submitted along with the bid; otherwise the bid is liable for rejection. Bids without EMD will be rejected outright.

Bids received after stipulated date & time shall not be entertained. OPGC shall not take any liability on account of any postal/courier delay. OPGC reserves the right to accept / reject any or all tenders, seek additional clarifications, split up the scope among eligible bidders or cancel the tender altogether without assigning any reasons thereof.

**N.B: For further details & downloading of Tender documents, please visit our web site [www.opgc.co.in](http://www.opgc.co.in).**

**Important: Agenda/Corrigenda/ Extensions, if any, will be notified on the OPGC website only and will not be published in any other media. Bidders are requested to visit our website regularly for any amendment of the present bid till finalization of bidding process.**

**Sd/- AGM- SCM**

***SAFE & CLEAN POWER IS OUR COMMITMENT***



### **INFORMATION TO BIDDERS**

ODISHA POWER GENERATION CORPORATION LIMITED ("OPGC" OR "OWNER") AN ISO 14001 & OHSAS ORGANIZATION AND COMMITTED TO THE SAFETY HEALTH ENVIRONMENT INCORPORATED UNDER THE COMPANIES ACT 1956, INDIA. OPGC STARTED AS A WHOLLY OWNED COMPANY OF THE GOVERNMENT OF ODISHA (THE "GOO") WITH THE OBJECTIVE OF ESTABLISHING, OPERATING & MAINTAINING LARGE THERMAL POWER GENERATING STATIONS. IN THE PURSUIT OF ITS OBJECTIVE, OPGC ESTABLISHED IB THERMAL POWER STATION ("ITPS") WITH TWO UNITS OF 210 MW EACH IN THE IB VALLEY AREA OF JHARSUGUDA DISTRICT IN THE STATE OF ODISHA (UNITS 1 & 2)-PHASE-I. THE POWER PLANT COMMENCED THE COMMERCIAL OPERATION IN 1996. AS A PART OF THE REFORM PROCESS IN THE ENERGY SECTOR, GOO DIVESTED 49% OF THE EQUITY IN FAVOUR OF AES CORPORATION OF USA ("AES") IN EARLY 1999 THROUGH INTERNATIONAL COMPETITIVE BIDDING ("ICB") PROCESS. THE ENTIRE GENERATION FROM THESE UNITS IS CONTRACTED TO GRIDCO, THE STATE OWNED COMPANY, ON THE BASIS OF A LONG-TERM POWER PURCHASE AGREEMENT. AS PART OF ITS CAPACITY ADDITION PROGRAM, OPGC ESTABLISHED TWO ADDITIONAL UNITS OF 2 X 660 MW, BASED ON SUPERCRITICAL TECHNOLOGY, ADJACENT TO THE EXISTING POWER STATION AT THE SAME LOCATION. 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.

1) THE BIDS COMPLETE IN ALL RESPECT MUST BE SUBMITTED IN A SEALED ENVELOPE **SUPER SCRIBED WITH TENDER ENQUIRY NUMBER, NAME OF THE WORK AND DUE DATE OF OPENING**. THE BID DOCUMENTS ARE NOT TRANSFERABLE. THE BIDDER MUST SUBMIT THE FOLLOWING ALONG WITH THE BID:

- a) EMD OF REQUISITE AMOUNT AS PER NIT SHALL BE PUT IN A SEALED ENVELOPE SEPARATELY. BID WITHOUT EMD WILL BE REJECTED OUTRIGHT.
- b) PHOTOCOPIES OF REGISTRATION CERTIFICATE, INCOME TAX PAN AND GSTN.
- c) BID DOCUMENTS DULY SIGNED & STAMPED IN ALL PAGES AS A TOKEN OF ACCEPTANCE.
- d) ORIGINAL PRICE BID DULY FILLED IN, SIGNED & STAMPED ON EACH PAGE SHALL BE SUBMITTED. ANY PRICE BREAKUP (IF REQUIRED) MUST BE SUBMITTED SEPARATELY. THE RATES OFFERED BY THE BIDDER SHALL BE CLEARLY WRITTEN IN ENGLISH (CLEARLY HAND WRITTEN OR TYPED) BOTH IN WORDS AND FIGURES AND SHALL BE FREE FROM ANY ABERRATIONS, DELETIONS, CORRECTIONS AND OVERWRITING. IN CASE OF ANY ILLEGIBILITY OF THE OFFER SUBMITTED BY BIDDER THE INTERPRETATION BY OPGC SHALL BE FINAL AND BINDING ON THE BIDDER. INSERTION, POSTSCRIPT, ADDITION AND ALTERATION SHALL NOT BE ACCEPTED AFTER SUBMISSION OF THE BID.

NOTE: TENDERS SUBMITTED WITHOUT THE ABOVE REQUIREMENTS SHALL BE LIABLE FOR REJECTION.

- 2) BIDDERS ARE ADVISED TO SUBMIT THE TENDER BASED STRICTLY ON THE TERMS AND CONDITIONS AND SPECIFICATIONS CONTAINED IN THE TENDER DOCUMENTS AND NOT STIPULATE ANY DEVIATIONS IN NORMAL CASE.
- 3) OPGC WILL AWARD THE CONTRACT TO THE SUCCESSFUL BIDDER WHOSE BID HAS BEEN FOUND THE EVALUATED LOWEST I.E. ON L-1 BASIS.

- 4) OPGC RESERVES THE RIGHT TO EVALUATE THE QUOTATION ON SUCH DEVIATIONS HAVING FINANCIAL IMPLICATIONS BY ADDING THE COST DETERMINED BY OPGC.
- 5) WHEREVER IT IS MENTIONED IN THE SPECIFICATION THAT THE CONTRACTOR SHALL PERFORM CERTAIN WORK OR PROVIDE CERTAIN FACILITIES, IT IS UNDERSTOOD THAT THE CONTRACTOR SHALL DO SO AT HIS COST.
- 6) BEFORE QUOTING THE RATES THE BIDDER SHOULD GO THROUGH THE SPECIFICATIONS, SCOPE OF WORK, AND SPECIAL CONDITION OF CONTRACTS ETC. AND GET HIMSELF FULLY CONVERSANT WITH THEM.
- 7) THE DETAILS OF ITEMS IN THE PRICE SCHEDULE SHALL BE READ IN CONJUNCTION WITH THE CORRESPONDING TECHNICAL SPECIFICATIONS. ITEMS OF WORK PROVIDED IN THE PRICE SCHEDULE BUT NOT COVERED IN THE TECHNICAL SPECIFICATIONS SHALL BE EXECUTED STRICTLY AS PER INSTRUCTIONS OF ENGINEER IN CHARGE.
- 8) THE BIDDERS SHALL QUOTE RATES INCLUSIVE OF THE COMPLETE COST TOWARDS CONSUMABLES, TOOLS AND TACKLES, EQUIPMENTS, LABOUR, LEVIES, TAXES AND DUTIES IF ANY, ALL SAFETY PPE'S AS PER OPGC NORMS TO ALL WORKMEN, RECTIFICATION, MAINTENANCE TILL HANDING OVER, SUPERVISION OVERHEADS, PROFITS AND ALL INCIDENTAL CHARGES NOT SPECIFICALLY MENTIONED BUT REASONABLY IMPLIED AND NECESSARY TO COMPLETE THE WORK ACCORDING TO CONTRACT.
- 9) OPGC RESERVES THE RIGHTS OF ACCEPTING THE WHOLE OR ANY PART OF THE TENDER AND BIDDER SHALL BE BOUND TO PERFORM THE SAME AT THEIR QUOTED RATES.

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**Note:**

- Item wise HSN Code with GST rate applicable to be indicated in the offer
- Further please note to submit your offer considering GST provision and its related input tax credit benefits to be passed on to OPGC
- Dealer/ Distributor/Channel Partner should enclose valid authorization certificate from principal manufacturer.
- Vendors are requested to kindly furnish your PAN, GST No.
- Tender Specification/Make for Supply of aforementioned items shall be as per the tender specification, drawings & BOQ.
- Bidders has to follow the general instruction while submitting the price bid.
- Bank Mandate form to be submitted to make your payment through RTGS/NET.
- Vendors are requested to send their **sealed offer** subscribing the tender number, date and due date on the envelope. Mail offer may not consider at the time of price opening.
- The Tender shall be accompanied by Earnest Money (EMD) @ Rs.11,000.00. The Earnest Money offered shall be in shape of Demand Draft/Pay Order/Bank Guarantee (BG as per attached format & shall be valid for 06 months) in favor of ODISHA Power Generation Corporation Ltd. drawn on State Bank of India (Code-9510) / Andhra Bank (Code-0662) / Central Bank of India (Code-283899).

- All Micro & Small Enterprises (MSEs) who are registered with DIC/KVIC/KVIB/Coir Board/NSIC/DHH/ Udyog Aadhar Memorandum are eligible to get the benefit of exemption from payment of EMD & Tender cost and to get the exemption, the participating bidders have to obtain/register as MSME for the specific service/supply of goods/both.
- To get the exemption of EMDs & tender fee, the party has to make an application to the head of supply chain management (SCM) who is conducting tendering process along with proof of documents regarding eligibility of the exemption at least 2 days before the last day of bid submission. The HOD after due examination will allow to participate without submission of EMD& tender fee & the same has to be communicated to bidder in writing.
- OPGC reserves the right to accept / reject any or all tenders, split up the scope among eligible bidders or cancel the tender altogether without assigning any reason thereof.
- Bidder has to submit the price bid as per the price bid format.
- Bid documents duly signed & stamped in all pages as a token of acceptance.
- Original price bid duly filled in, signed & stamped on each page shall be submitted. Any price breakup (if required) must be submitted separately. The rates offered by the bidder shall be clearly written in English (clearly hand written or typed) both in words and figures and shall be free from any aberrations, deletions, and corrections and overwriting. In case of any illegibility of the offer submitted by bidder the interpretation by OPGC shall be final and binding on the bidder. Insertion, postscript, addition and alteration shall not be accepted after submission of the bid.
- Bidders are advised to submit the tender based strictly on the terms and conditions and specifications contained in the tender documents and not stipulate any deviations in normal case.
- Vendors are requested to submit their seal offers at our office by sending through **DTDC COURIER / SPEED POST/REGISTER POST/By Person.**
- OPGC will award the contract to the successful bidder whose bid (offered/evaluated) has been found the lowest i.e. on package L-1 basis .
- OPGC reserves the right to evaluate the quotation on such deviations having financial implications by adding the cost determined by OPGC.
- Wherever it is mentioned in the specification that the contractor shall perform certain work or provide certain facilities, it is understood that the contractor shall do so at his own cost.
- Before quoting the rates the Bidder should go through the specifications, scope of work, special condition of contracts etc. and get himself fully conversant with them.
- The details of items in the price schedule shall be read in conjunction with the corresponding technical specifications. Items of work provided in the price schedule but not covered in the technical specifications shall be executed strictly as per instructions of Engineer in charge.
- Rate will be valid for the 01 year from date of award of contract. Repeat order can be placed as per requirement of the OPGC.

- Delivery: Materials shall be required in 45 days from the date of issuance of Purchase Order whichever is earlier on F.O.R. site Basis. OPGC shall inform about delivery of materials 10-12 days in advance to supply at site.
- OPGC reserves the rights of accepting the whole or any part of the tender and bidder shall be bound to perform the same at their quoted rates.

**NOTE: TENDERS SUBMITTED WITHOUT THE ABOVE REQUIREMENTS SHALL BE LIABLE FOR REJECTION.**

**PRICE OFFERED SHOULD BE FOR DESTINATION (OUR SITE) INCLUDING FREIGHT CHARGE, IB THERMAL POWER STATION, P & F, INSURANCE EXCEPT GST WHICH IS TO BE EXTRA ARE TO BE INDICATED IN TERMS OF PERCENTAGE OF BASIC PRICE OR WILL BE LOADED MAXIMUM WHILE COMPARING.** PAYMENT TERM WILL BE SUPPLY: 90% WITHIN 30 DAYS OF RECEIPT AND VERIFICATION OF MATERIALS AT OUR SITE & BALANCE 10% WITHIN 90 DAYS ON SUBMISSION OF BG.

INSTALLATION: 100% PAYMENT WITH FULL TAXES AND DUTIES WILL BE PAID ON SUCCESSFUL INSTALLATION OF THE MATERIAL DULLY CERTIFIED BY THE EIC (Engineer In Charge). In this case EIC will be AGM(Electrical Maintenance, Unit 1&2).OFFER MAY NOT CONSIDER WITHOUT EMD. PLEASE ENCLOSE PRODUCT CATALOGUE & COMPANY PRICE LIST, OFFER WILL REMAIN VALID FOR A PERIOD OF 180 DAYS FROM THE DATE OF TENDER OPENING. TDS @20% SHOULD BE DEDUCTED FROM YOUR BILL IN CASE OF NON-SUBMISSION OF PAN DETAILS.

BIDS RECEIVED AFTER STIPULATED DATE & TIME SHALL NOT BE ENTERTAINED. OPGC SHALL NOT TAKE ANY LIABILITY ON ACCOUNT OF ANY POSTAL/COURIER DELAY. OPGC RESERVES THE RIGHT TO ACCEPT / REJECT ANY OR ALL TENDERS, SEEK ADDITIONAL CLARIFICATIONS, SPLIT UP THE SCOPE AMONG ELIGIBLE BIDDERS OR CANCEL THE TENDER ALTOGETHER WITHOUT ASSIGNING ANY REASONS THEREOF.

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## **GENERAL INSTRUCTIONS**

- 1.0 EACH QUOTATION SHOULD BE SENT IN PROPERLY SEALED ENVELOPE ADDRESSED TO THE AGM-Mechanical (PROCUREMENT & CONTRCATS DEPT.)- UNIT 1&2, IB THERMAL POWER STATION, BANHARPALI, DIST. JHARSUGUDA, PIN: 768234. THE ENVELOPE SHOULD BEAR THE TENDERER'S DISTINCT RUBBER STAMP. TENDER NO. \_\_\_\_\_ DUE ON DT. \_\_\_\_\_ SHOULD INVARIABLY BE GIVEN ON THE COVER.
- 2.0 IN CASE OF ITEMS OF SPECIFIC MAKE, ONLY MANUFACTURERS AND THEIR ACCREDITED AGENTS/STOCKIEST/AUTHORIZED DEALERS ARE ENTITLED TO QUOTE. FOR THIS THEY SHOULD SUBMIT AN ATTESTED COPY OF THE PRINTED PRICE LIST ALONG WITH TENDER.
- 3.0 THE TENDERS SUBMITTED MUST BE FREE FROM OVER WRITINGS OR EROSIONS. CORRECTIONS & ADDITIONS IF ANY MUST BE ATTESTED. INCOMPLETE TENDER SHOULD NOT BE SUBMITTED. TENDERS RECEIVED AFTER DUE DATE OF OPENING WILL NOT BE ENTERTAINED.
- 4.0 THE REQUIRED EMD IN SHAPE OF DD DRAWN IN FAVOUR OF "ODISSA POWER GENERATION CORPORATION LIMITED" PAYABLE AT SBI, IB THERMAL POWER STATION, BANHARPALI, CODE NO.9510, / CENTRAL BANK OF INDIA, BELPAHAR (CODE-3899) / ANDHRA BANK, ADHAPADA (CODE-0662) SHOULD INVARIABLY BE ENCLOSED WITH THE TENDER.
- 5.0 THE OFFER GIVEN MUST REMAIN VALID FOR A PERIOD OF 180 DAYS FROM THE DATE OF OPENING OF BID.
- 6.0 RATE WILL BE VALID FOR 01 YEAR FROM DATE OF AWARD OF CONTRACT.
- 7.0 MANUALS/PAMPHLETS/LEAFLETS AND DRAWINGS ILLUSTRATING TECHNICAL DETAILS/YEAR OF MANUFACTURE, MAKERS NAME, COUNTRY OF ORIGIN MUST BE ENCLOSED WITH THE TENDER, SAMPLE IF REQUIRED SHOULD BE SUBMITTED ALONG WITH TENDER.
- 8.0 THE PRICE QUOTED SHOULD BE FIRM AND DELIVERY F.O.R. DESTINATION INCLUSIVE OF PACKING, FORWARDING, TRANSPORTATION AND INSURANCE CHARGES EXCEPT GST WHICH IS TO BE EXTRA AS ACTUAL.**
- 9.0 ACTUAL/PERCENTAGE OF GST LEVIABLE AND DECLARED TO BE CHARGED SHOULD BE DISTINCTLY SHOWN ALONG WITH PRICE QUOTED. WHERE IT IS NOT MENTIONED CLAIMS FOR PAYMENT OF SALES TAX AND EXCISE DUTY SHALL NOT BE ENTERTAINED ON ANY GROUND. SALES TAX REGISTRATION NUMBER MUST BE INDICATED INVARIABLY.
- 10.0 THE TENDERER SHOULD BE ABLE TO COMPLETE DELIVERY WITHIN **45 days** FROM THE DATE OF RECEIPT OF PURCHASE ORDER.
- 11.0 THE TENDERER SHOULD BE AGREEABLY TO OUR PAYMENT TERMS I.E  
  
SUPPLY: 90% WITHIN 30 DAYS OF RECEIPT AND VERIFICATION OF MATERIALS AT OUR SITE & BALANCE 10% WITHIN 90 DAYS ON SUBMISSION OF BG.
- 12.0 QUALITY OF MATERIALS TO BE SUPPLIED SHOULD BE BRAND NEW, FREE FROM ALL FLAWS, GOOD FINISH AND SHOULD BE AS PER TECHNICAL SPECIFICATION AND RELEVANT TO IS SPECIFICATION.
- 13.0 THE TENDER MUST ACCOMPANY PHOTO COPY OF VALID GSTN WITHOUT WHICH TENDER MAY BE REJECTED.
- 14.0 DESTINATION MEANS CENTRAL STORES, WAREHOUSE 1 & 2 IB THERMAL POWER STATION, BANHARPALI.
- 15.0 WHENEVER TENDERERS HAVE ENTERED INTO RATE CONTRACT WITH DGS&D OR EPM, THE WILL INDICATE THE SAME IN THEIR TENDERS AND SUBMIT A COPY OF RATE CONTRACT AS A PROOF OF CLAIM.

- 16.0 THE QUANTITY INDICATED IN THIS ENQUIRY IS PROVISIONAL AND SUBJECT TO CHANGE AS PER PLANT REQUIREMENT, WHICH MAY INCREASE OR DECREASE DURING THE CONTRACT PERIOD. OPGC HAS NO OBLIGATION TO RECEIVE THE FULL ORDERED QUANTITY.
- 17.0 SUPPLIER HAVING PAST EXPERIENCE OF SUPPLYING SIMILAR ITEMS TO OTHER THERMAL POWER STATIONS MAY SUBMIT A PHOTO COPY OF THE P.O. ALONG WITH THE QUOTATION.
- 18.0 WARRANTY WILL BE 18 MONTHS FROM DATE OF DISPATCH & 12 MONTHS FROM DATE OF COMMISSIONING. WARRANTY & TEST CERTIFICATE HAS TO BE PROVIDED ALONG WITH MATERIAL.
- 19.0 THE UNDERSIGNED RESERVES THE RIGHT TO ACCEPT/REJECT ANY OR ALL THE TENDER WITHOUT ASSIGNING ANY REASON THEREOF.
- 20.0 PENALTY FOR DELAY IN DELIVERY: - THE VENDOR IS LIABLE TO PAY PENALTY AT THE RATE OF 0.5 % OF THE COST OF UNDELIVERED MATERIALS PER WEEK OR PART THEREOF SUBJECT TO MAXIMUM 05 % OF THE COST OF UNDELIVERED MATERIALS. IF DELAY IS BEYOND 10 WEEKS OR LESS DEPENDING UPON THE REQUIREMENT, THE BUYER RESERVE THE RIGHT TO CANCEL THE P.O. AND COLLECT THE MATERIALS FROM ANY OTHER SOURCE AT THE RISK OF ORIGINAL SUPPLIER WITHOUT MAKING ANY REFERENCE TO HIM. THE ADDITIONAL FINANCIAL INVOLVEMENT OCCURS IF ANY FROM PROCURING OTHER SOURCE SHALL BE RECOVERED FROM YOU.

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

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

P&F CHARGES	2%
FREIGHT LESS THAN 300 KMS	3%
300 KMS. TO 500 KMS.	4%
500 KMS. TO 1000 KMS.	5%
ABOVE 1000 KMS.	6%
INSURANCE	0.086%

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

(B) **PAYMENT TERMS LOADING**

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

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

LOADING FACTOR WILL BE  $1.5 \times 0.9 = 1.35\%$ . 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% OF THE TOTAL PRICE INCLUDING GST PER WEEK OR PART THEREOF FOR THE PERIOD OVER AND ABOVE THE STIPULATED DELIVERY PERIOD.

## LOADING PROCEDURES

BASIC PRICE	
PACKING & FORWARDING CHARGES	(ON BASIC PRICE ONLY)
FREIGHT ON	(BASIC + P&F)
INSURANCE ON	(BASIC + P&F + FREIGHT)
GST @ .....%	(BASIC + P&F + FREIGHT) X GST
PAYMENT TERMS LOADING ON	(BASIC + P&F + FREIGHT + GST)
DELIVERY TERMS LOADING ON	(BASIC + P&F + FREIGHT + GST)

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

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

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

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

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

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

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

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

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

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



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

**PREPARATION OF BID:**

**The bidder(s) shall submit the bid in two part, namely-**

- I) Techno commercial Bid and
- II) Price bid

**PART-I: TECHNO-COMMERCIAL BID**

A complete set of original Tender documents as issued to the Bidder duly filled in as prescribed in different clauses of the Tender documents with signature & stamp in all pages as token of unconditional acceptance shall constitute Techno-commercial Bid.

The bidder shall enclose the following documents in this bid.

- Crossed demand draft for requisite amount drawn in favor of Odisha Power Generation Corporation Ltd. in the manner prescribed above towards the earnest money without which the tender will be summarily rejected.
- Bidder must clearly specify whether they have Quoted or Not Quoted & also indicate the make/brand quoted against each item unpriced bid format enclosed in the tender document.
- GST Certificate copy.
- PAN Certificate copy
- Supporting documents as mentioned in qualifying criteria.
- Nil Deviation certificate (Self declaration in letter head)
- Standard QAP (Quality Assurance Plan) confirming to specification
- Bidders must filled the Proforma for summary quotation for technical & unpriced commercial Bid,Part-I dully sealed and signed by them

Note: if required additional sheet may be used to furnish all above information but in the format provided in general conditions of contract.

The techno-commercial bid with all its enclosures as mentioned should be put in an envelope, sealed & super scribed as "Part – I" "techno-commercial bid". This envelope must contain name of the work, NIT no., due date of opening and name & address of the bidder on bottom left hand corner of the cover.

**PART-II: PRICE BID**

Kindly submit the Price bid in a different envelope as mentioned in the table above.

Price bids of only those bidders will be opened who meet as per qualification criteria given below. The Owner shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Price Bid.

## **QUALIFICATION CRITERIA**

- a) **The Bidder should supply the *Fire stop sealing* as per our specification.**
- b) **The Bidder should be a manufacturer / *authorized dealer/ authorized stockiest* the make of sealing quoted.**
- c) **The bidder shall produce self-certified paper that they have not been penalized for poor on nonperformance in last five years or have not faced any cancellation of order in last five years.**
- d) **Valid PAN & GST registration certificates to be submitted along with offer.**
- e) **Submission of EMD of Rs 11,000.00 (Eleven thousand only). Offer is liable reject without requisite EMD.**
- f) **Audit balance sheet of last three years.**
- g) **Latest two order copies of other customer in support of credential shall be submitted with a value not less than 5 lakhs.**

Special Conditions: (if any)

- 1) Special Safety Instruction: "Supplier shall ensure adequate training of their vehicle drivers carrying hazardous materials (Fuel Oil, Hydrogen, Acids, Caustic, etc..) on safe transport of the material & OPGC's safety instruction to drivers.

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

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

- 2) The supplier shall also ensure the availability of all applicable safety features of the vehicles. The drivers shall have hazardous material carrying license. All the material to be dispatched in safe transport mode. For hazardous chemical, gases the vehicle must possesses TREM card, MSDS, Safety Equipment and PPE and to be transported as per safety guideline to be provided in the order. All the vehicles must possess valid licence, fitness and pollution under control.
- 3) Along with dispatch details a letter to be intimated to the insurance Company under intimation to us. This should be strictly observed.
- 4) Being an ISO 14001 & OHSAS organization and committed to the safety health environment we restrict the use of virgin and recycled plastic carry bag containers, asbestos material for packing of materials and expect co-operation from its esteemed vendors for utilization of the environment friendly items only.
- 5) Materials rejected to be replaced immediately with new one at the vendor cost. The rejected materials are to be lifted from our store within 45 days of intimation from OPGCL failing which the material lost/damaged shall be at the risk of the vendor and such materials shall be disposed by OPGCL after 90 days of intimation.
- 6) Measurement: If the weight/liner measurement/quantity etc. measured in warehouse does not tally with that of challan/packing list, joint measurement with the supplier shall be taken and the result shall be final & binding on both parties.
- 7) Quantity: Deviation in quantity to accommodate standard package/lorry capacity/standard size etc. shall be accepted subject to prior approval of buyer before dispatch unless it is mentioned in the offer. For Chemical Items +/- 5% in quantity shall be accepted and payment will be made accordingly.

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

GM- (Purchase)

## **BOQ**

SL NO	Description	Qty
01	600L FILTRATION MACHINE & ACCESSORIES	02 Set

### **TECHNICAL SPECIFICATION**

Plant shall be suitable for treating transformer oil by first heating it and then passing it through specially designed filter and then subjecting it to vacuum treatment, which dehydrates and degasifies the oil to following specification

Table-1

SL.No	Description	Parameter	Before filtration	After One Pass
1	Break Down voltage with 2.5mm Electrode gap	KV	25	>70
2	Moisture removal	ppm	50-100	< 5
3	Particle size (Filter fineness)	Micron	Visible	< 1
4	Neutralization value	Mg of KOH/g	0.5	< 0.1
5	Gas content	% Vol/Vol	10%	<0.1 %

1. Nitrile rubber wire braided hose made of 10-meter length each with End connection/coupling suitable for hot insulating oil application and you have to provide 10 nos of hosepipe to facilitate upto 100-meter length.
2. The Plant shall comply IS 6034-1989 and its latest revision.
3. The oil filtration plant shall be designed for high vacuum and low temperature of oil for actual required results.
4. The oil filtration plant shall be mobile, mounted on an under carriage with four pneumatic wheels, automatic brakes and towing arrangement. The machine shall be weather proof suitable for outdoor use. The screw jacks must be provided for relieving pressure on wheel at stationary condition.
5. It is capable of heating the oil from 25°C to 80°C. It contains Insulated heat exchanger with indirect low watt density bobbin type electric heaters. Heater should be grouped in three to four groups to control the oil temperature. Oil temperature is controlled with thermostat
6. Filtration system to be provided
  - i) Preliminary filter should be capable to arrest magnetic particles
  - ii) Pre Filter should be suitable for removal of larger than 20 microns, sludge content in the used oil.
  - iii) Cartridge filter (absolute type) suitable for removal of 1 micron.
  - iv) Ionic reaction column to be provided for reduce the acidity in the oil.
7. Vacuum Pump - shall be provided for evacuation of degassing chamber. Vacuum Pump capacity 20m<sup>3</sup>/hr along with all accessories. Acceptable makes are Shinko seiki Japan/Balzers Germany, Leybold Germany .
8. The inlet feed pump provided shall be positive displacement type gear pump with built in pressure relief valve to take care of any accidental pressure rises at the delivery the side of the pump. A separate bypass valve shall be provided across the gear pump, so that the flow through the filter can be adjusted as required.

9. Outlet Pump -A centrifugal glandless type discharge pump with capacity of 600 LPH, suitable for sucking oil from the degassing chamber held under vacuum shall be provided. The Discharge head of the pump shall be 10 meters.
10. Degassing chamber- The degassing system shall be designed in such a way that the required parameters can be achieved. The degassing chamber shall be of fully welded construction without any flange or seal to preclude any possibility of leakage. The vessel shall be suitable for high vacuum application. The spread of oil in the degassing chamber shall be uniform and ensures maximum exposure of oil to vacuum. An illumination sight glass shall be provided on the degassing chamber through which oil flow in the chamber can be observed clearly.
11. Valves- All valves in oil line shall be ball valves with Teflon seating and with stainless steel balls. These valves shall be leak proof and suitable for vacuum and pressure application. Two nos of mechanical NRV shall be provided one before the degassing chamber and other after the outlet pump, so that in case of power failure flooding of degassing chamber is prevented. Aeration valves shall be provided on the filter vessel and degassing chamber, a ball valve shall be provided at the outlet of outlet pump for drawing samples for oil testing.
12. Pipe and Flanges – All pipes shall be of good quality , all oil and vacuum connections shall be in the form of flanged joints with O ring to ensure full sealing efficiency at all times with minimum maintenance requirement
13. The plant should equip with gauges and instruments for easy operation control and Interlocks.
14. The plant equipped with motor shall be preferably Siemens and if not M/s ABB or M/s Marathon or /M/s CGL can be use.

**Note1:- Equipment warranty should be 1.5 year from dispatch or 1 year from the date of commissioning and M/s OPGC EIC before dispatch should do factory inspection of filtration machine.**

**Note 2: - 5 set of Spare Micron filter cartridge, Magnetic filter cartridge, all types of filter and one set of Heater element should be included in the offer.**

### **SPECIAL INSTRUCTION**

1. **Pre Dispatch Inspection:** The material shall be subject to pre dispatch inspection. Inspection offer shall be made by the agency in writing along with internal test reports & other documents as per the approved QAP.  
Pre dispatch inspection shall be done by the Purchaser designated third party inspection agency or person designated by the Purchaser.  
The agency shall make his facilities available for carrying out the inspection process at no additional cost.

The cost of third party agency shall be borne by the Purchaser.

2. **Delivery Period & LD Charges :** The material Shall be delivered within 45 days from the LOI / PO Date, failing which LD charges shall be levied @0.5 % basic price of the PO per week, with a cap of 10% max.

The delivery period is inclusive of inspection time. The supplier shall not be liable for delay in inspection by the Purchaser. The normal inspection period shall be considered as 10 days.

3. **Special conditions :**

- a. The item rates shall be firm during the PO delivery period, irrespective price fluctuations of various commodities or labour rates.
- b. The Purchaser reserves the right to waive pre dispatch inspection.
- c. The supply material shall be covered against warranty for a period of 18 months from the date of supply or 12 months from installation against any material defect, whichever is earlier. The defective material shall be repaired / replaced at cost free basis to the purchaser.
- d. The successful bidder shall take exact dimensions from site to avoid any fitment issue.

4. **Payment Terms:**

SUPPLY: 90% WITHIN 30 DAYS OF RECEIPT AND VERIFICATION OF MATERIALS AT OUR SITE & BALANCE 10% WITHIN 90 DAYS ON SUBMISSION OF BG.

5. Performance Bank Guarantee (PBG) – PBG to be submitted for 10% of PO basic value as per attached format, valid for a minimum period of 90 days beyond the warranty period to cover the warranty of the supplied materials.

6. Address for Communication:

Dy Manager / AGM Purchase (Unit 1 & 2)  
Odisha Power Generation Corporation Limited (OPGC)  
IB Thermal Power Station, Banharpali  
Jharsuguda – 768234 (Odisha)  
Ph: 06645 - 289273

**PROFORMA FOR SUMMARY QUOTATION for Technical & un-priced Commercial bid ) Part-1**Tender No.: ITPS/ (Purchase)/2022-2023 /06(P) **Date: 28/04/2022**

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/ authorised dealer/ stockiest of the make supplied , financial capability and have supplied such items to other Industrial concerns of repute.	Yes/ No.	
4	Bidder is a ISO 9001/ ISO 14001 firm	Yes/ No.	
5	All Tests to be carried out as per the bid document	Yes/ No.	
6	Bidder has to submit requisite EMD either in shape of DD payable on State Bank of India (Code No. 9510) Banharpali/Central Bank of India, Ib Thermal Power Station (Code- 0283899)/ Andhra Bank, Adapada(Code-0662), Ib Thermal Power Station, Banharpali, Jharsuguda in favour of Odisha Power Generation Corporation Limited.	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	GST in %	..... % Inclusive/ Extra/Not applicable.	
10	Transportation Cost	Rs.---- per No./Lump sum. As extra/Inclusive	
11	Transit Insurance	..... % extra/inclusive	
12	Odisha Entry Tax	.....% inclusive/Extra	
13	Delivery Schedule	<b>45days Accepted/ Not Accepted</b>	Non acceptance will lead to loading of bid.
14	Validity of offer	180 days from the due date of opening date of the Part-1 bid.( Techno	

		Commercial). Accepted/ Not accepted.	
15	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%.	
16	Submission of security deposit	Accepted/Not accepted	
17	The bidder has to accept our payment terms i.e. 90% payment shall be made within 30 days from the date of final acceptance of material & 10% shall be made within 90 days on submission of 10% of PO 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/ Not accepted.(in case non acceptance loading shall be done)	
18	Acceptance of part order quantity	Yes/ No	
19	Packing material as per OPGCL term to use non asbestos and environmentally friendly material.	Yes/ No	
20	Payment to be made through RTGS mode	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.	
25	List of Deviation statement from tender norms.	Submitted/ Not submitted	

Authorised Signatory:

Name of the firm:

Designation:

Company Seal:



**NIT No.** ITPS/ (Purchase)/2022-2023 /05(P) **Date: 28/04/2022**

**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 & Odisha Entry Tax. Supervision and Installation Charges, Third party inspection charges etc.

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

BIDDERS REF.:

DATE:

Sl. No	Description of the materials Equipment Service Item wise	Unit of Measure- ment	Qty. offered	Unit Rate	Price Basis	Packing & Forwarding charges	GST	Estimated freight /Specify mode of transport	Transit Insurance (specify rate)	Odisha entry tax	Total price F.O.R. Destination
1	Supply part										

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

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

To.  
Odisha Power Generation Corporation Ltd.,  
1b 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)

**PROFORMA FOR BANK GUARANTEE IN LIEU OF DD FOR EARNEST MONEY**

(On Non Judicial stamp paper of Appropriate value)

Ref:  
Date:  
Bank Guarantee  
No.

To  
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 undertake 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)

\_\_\_\_\_  
Name

(Signature)

\_\_\_\_\_  
Name

(Designation with Bank  
stamp) Official Address  
Attorney as per Power of Attorney  
No. \_\_\_\_\_

\_\_\_\_\_  
Date

## 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, 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

(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).

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 the .....day of .....200...

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

1. ....

2. ....

For and on behalf of (the Bank)

Signature .....

Name .....

Designation .....

Authorisation No. ....

Seal of the Bank .....