



# Odisha Power Generation Corporation Limited IB Thermal Power Station

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

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SAFE & CLEAN POWER IS OUR COMMITMENT

AN ISO-14001; OHSAS-18001 ORGANIZATION

Tender documents against

NIT No. ITPS/ (Purchase)/2023-24 /59 (P), dt.19.04.2023 for supply of High chrome cylindrical liners to IB Thermal Power Station.

Date for Issue of Tender Paper	19.04.2023 to 10.05.2023
Last Date of receipt of Bid	11.05.2023 by 15.00 hours
Date of Tender Opening (Technical bid)	11.05.2023 by 15.30 hours
Opening of price bid	To be intimated later on
Cost of Tender Paper	Bidder may download tender paper from our website free of cost.
Earnest Money Deposit	Rs.4,00,000/-(Rupees four Lakh only)

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

**General Manager-SCM**

Issued to M/s .....

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# Odisha Power Generation Corporation Limited

## IB Thermal Power Station



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 ,

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### **NOTICE INVITING TENDER**

**Two bid system** sealed bids in the prescribed format are invited for supply of the following item to IB-Thermal Power Station, Banharpali as per the tender terms & conditions stipulated in the tender documents.

<b>Tender No.</b>	<b>Description</b>	<b>Bid Sale / Issue date</b>	<b>Bid receipt / Opening</b>	<b>Bid Type</b>
<b>NIT No. ITPS/Purchase/ 2023-24/ 59(P) , Dt.19.04.2023</b>	<b>Supply of high chrome cylindrical liners to IB Thermal Power Station</b>	<b>19.04.2023 to 10.05.2023</b>	<b>11.05.2023</b>	<b>Two Bid</b>

**NB: (i) Time of submission/Receipt of bids: up to 15:00Hrs, (ii) Time of opening of bids: 15:30Hrs.**

**Tender Document will be available free of cost as per schedule mentioned up to 17:00 Hrs. from the office of the GM -PURCHASE, ITPS, Banharpali, Jharsuguda. Detailed NIT is also available at our website [www.opgc.co.in](http://www.opgc.co.in). Any amendment and corrigendum to this NIT shall be posted in OPGC web page only.**

**Firms are requested to visit our website regularly for any amendment of the present bid till finalization of bidding process and information for participation against various tenders. Tender documents can also be downloaded from our website.**

**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.**

**Firms interested for registration for supply of different materials may submit application in the prescribed vendor registration format available in our website.**

**GM-PURCHASE,**



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### Check List for Bidders Prior to Submission of Bids

Sl. No.	Description	Yes/No & page reference
1	Whether the Technical Bid and Price Bid are submitted in separate covers and both the covers enclosed in a common envelope.	
2	<b>Whether envelope A contains:</b>	
	a) Earnest Money Deposit (EMD) amount	
	b) Pre-Qualification details as laid down in the Tender under Eligibility Criteria.	
	c) Technical Bid in the original Tender document and other supportive documents	
	d) The Profile of the Company	
	Letter of Authorization for signing the Tender document. -	
	f) The filled up and signed Technical Specification -	
	Audited Annual report for the previous two years	
	h) Certificate of incorporation of the company	
	i) Whether all the pages of the tender documents including of Annexures signed with official seal.	
	j) Blank Price Bid mentioning XXXXXXXX where ever price is quoted as per their bid submitted in Envelope-B	
3	<b>Whether Envelope-B contains:</b>	
	Filled up and signed Price Bid documents in the price bid form in full, with price details	

### PART-I TECHNO-COMMERCIAL BID:

#### Qualifying Requirement for the Supply of high chrome Grinding cylindrical liners:

##### Technical QR:

- The vendor should be a regular manufacturer & supplier of the Hi-Cr Liners for Coal Mill of type BBD 4760 or BBD 4772 for last 5years (at least).
- The vendor should be an OEM or an approved/recommended vendor of OEM or BHEL/STEIN for the Hi-Cr Liners for Coal Mill of type BBD 4760 or BBD 4772 and has to submit the documents/ certificate for the proof.
- The party shall have supply credential at least two consignments to any Govt. Power Utility Plants /Govt. undertaking large power utilities each having basic value of Rs.1.0 Crores in Last two financial years. The agency shall submit necessary documentary evidence in support of this criteria.
- The vendor should have the in-house requisite manufacturing & testing facilities for hi-cr Liners for coal mills.
  - medium frequency induction melting furnace,
  - Hi -Cr molding line auto pouring
  - Automatic green sand plant
  - spectrometer, HT furnaces, hardness testing facilities,
  - Spectrometer including XRF for measurement of Retain Austenite)

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5. The Liners are to be in compliance with following technical specifications:  
Chemical composition:

C	2.4 to 2.8%
Cr	22 to 28%
Mo	0.6% Max
Mn	0.5 to 1.5%
Si	1% Max
Ni	0.5% Max
Cu	1% Max
S	0.06% Max
P	0.06% Max

**Hardness: 58Rc to 62Rc (60±2)**

Retained-Austenite: Maximum 5%

Microstructure: Wholly tempered Martensitic with trigonal (Fe-Cr)<sub>7</sub>C<sub>3</sub> type finally dispersed, complex carbides. All other details e.g. finish, freedom from defects, scales, burns, heat treatment and other defects shall be as per relevant IS.

**GURANTEE:** The bidder must submit an undertaking that Hi Chrome Liners shall be guaranteed for the minimum 30,000 Running hours. Bidder shall also confirm the acceptance of Special Terms & Conditions of the Tender. If any deviation/ non acceptance of conditions mentioned, bid will be rejected.

**Interchangeability & Fitment Certificate:** Vendor has to submit interchangeability with the existing originally supplied BBD - 4760 Mills shell lines, Guarantee fitment and in-house test certificate along with supply.

**Bidders who has earlier supplied the similar material to OPGC and the performance has not been found satisfactory need not apply. In case of submission of offer the offer will be rejected summarily.**

**Commercial OR:**

- Vendor should meet the following criteria of order value for last 3 years from the date of placing of offer:
  - One order value having same items not less than Rs 1.36 crore.
  - Two order value each having same items not less than Rs 1.0 crore.
  - Three order value each having same items not less than Rs 0.7 crore.
- Latest solvency certificate from any scheduled Bank indicating the monetary limit up to which the bidder can be treated as solvent has to be submitted along with the tender.
- Vendor should not be a loss making during last 3 years.
- Average annual turnover of preceding 3 years 2019-2020, 2020-2021 & 2021-2022 should not be less than 1.8 crore.
- Annual account reports of preceding 3 years certified by an auditor or chartered accountant determining overall profitability, average turn over etc. are to be submitted.
- The offers of those bidders will not be considered for evaluation who have not executed/supplied the complete order on the ground of poor-quality material supply to OPGC or to other reputed PSU or any Large Power Utilities. OPGC reserves the right to verify with other



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PSU/other large Power Utilities for the execution of order based on the documents they submit by them and will take the decision in the cases of new vendors

7. **EMD of INR 4,00,000/- (Rupees four lakh only)** in shape of DD payable on State Bank of India (Code No. 9510)/Central Bank of India, ITPS Banharpali (Code No.028399)/ Andhra Bank, Adapada (Code-0662), Ib Thermal Power Station, Banharpali, Jharsuguda in favour of **Odisha Power Generation Corporation Limited**.

Requisite EMD can be submit directly in our company name – Odisha Power Generation Corporation Limited, Banharpali. Account number of State Bank of India – 10765789090(Code No. 9510). Account number of Central Bank of India, ITPS Banharpali – 2062780721. Account number of Andhra Bank, Adapada – 066211011000005 (Code-0662). EMD can also be submitted in the form of Bank Guaranty (BG) in lieu of EMD for an appropriate amount drawn from any nationalized Bank on a non-judicial Stamp Paper.

**NB:** Vendor shall mention EMD towards TE No. - ITPS (Purchase)/2023-24/ 59(P) dt.19.04.2023 while making the NEFT/RTG. Vendor must furnish their Bank details with cancelled Bank cheque, PAN number, GST Number, UTR Number. Bank name to which the amount is credited must be clearly mentioned for tracking of the deposits.

1. **Bidders are to give 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. E-RA will be held after opening of manual price bids and after CS vetting, lowest among the manual bids and after the e-RA will be considered further for evaluation. 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:** 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 there in at Annexure-I for “**RULES AND REGULATIONS OF THE E-REVERSE AUCTION**”.

**Reverse Auction shall be conducted through M/s MSTC, Bhubaneswar / Visakhapatnam**

**The transaction fee for e-RA will be @0.03% of starting Price maximum up to Rs.10,000/- + Taxes as applicable, payable to M/s. MSTC.**

### **Other required Commercial points:**

1. Item wise HSN Code with GST rate applicable to be indicated in the offer
2. Further please note to submit your offer considering GST provision and its related input tax credit benefits to be passed on to OPGC.
3. Dealer/ Distributor/Channel Partner should enclose valid authorization certificate from principal manufacturer.
4. Tender Specification/Make for Supply of aforementioned items shall be as per the tender specification & BOQ
5. Photo copy Valid PAN & GST number shall be submitted along with offer. Offer may not be considered if vendor fails to submit these documents.
6. Price shall remain valid for a period of 90 days from the date of opening of techno commercial bid.
7. **Payment terms:** 90% payment of basic value with full tax shall be made within 30 days from the date of final acceptance of material at our site & balance 10% shall be released within 90 days against submission of Performance Bank Guarantee for an amount equivalent to 10% of PO basic value which



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shall remain valid for a period of 12 months plus 03months claim period from the receipt of materials at our site. All payments shall be made in electronic mode. E-mandate to be submitted for release of payment. All Bank charges shall be to your account.

8. **Delivery Period:** Bidder shall deliver the material within 3 to 4 months from the date of placement of Purchase Order. Schedule of delivery shall be a point for consideration during evaluation of the bid.

**Note:** Delivery extension beyond the delivery schedule is not acceptable in any circumstances.

9. 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

### 10. SPECIAL NOTE FOR BIDDERS:

**TENDERERS ARE REQUESTED TO QUOTE THE PRICE AND ITS' BREAK UP LIKE FREIGHT, P&F, ETC. ON ITEM.OFFERS WITHOUT PRICE BREAK UP AS MENTIONED MAY 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.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**

### -: ANNEXURE-I: -

Cumulative Item List to be quoted as per above Price Format.

SI No	Material	Description	QTY	UOM
10	146651011007	Cylindrical Liner Var.01(high crome)	160	EA
20	146651011008	Cylindrical Liner Var.02 (high crome)	160	EA
30	146651011009	Cylindrical linerwithoblique wavel ((hig	30	EA
40	146651011010	Cylindrical liner with oblique wavell hi	30	EA
50	146651011011	Cylindrical liner with oblique wavelll	30	EA
60	146651011012	Cylindrical liner with oblique wavelV	30	EA
70	146651011013	Boltless Filler Bar Type-I liner (high c	50	EA
80	146651011014	Boltless Filler Bar Type-II liner	50	EA
90	146651011015	Conical Liner	80	EA
100	146651001025	INLET SIDE LINER WITH OUTBOSS DRG NO B00	32	EA
110	146651001024	INLET SIDE LINER WITH BOSS DRG NO B00011	8	EA
120	146651011016	HARDWARE FOR LINER	1	SET
130	146651011017	BACKING MATERIAL FOR LINER	1	SET
140	146651011007	Cylindrical Liner Var.01(high crome)	80	EA
150	146651011008	Cylindrical Liner Var.02 (high crome)	80	EA



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**NB: 1. Interested bidders may visit to our site and take the measurement and get themselves clarified about the technical details of required items by seeing it physically before they submit their offers. They need to develop their drawing and get it approved by the authority of OPGC before manufacturing.**

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

**Tender No. ITPS/ (Purchase)/2023-24/59(P), Dt: 19.04.2023**

Sl. No.	Techno Commercial Points	OPGCL Needs	To be filled by the bidder
1	Technical Specification as per Tender Enquiry	Accepted/ Not accepted. If not accepted, detailed deviation and proposal.	
2	Party should have supplied same item of same specification to other utilities	Party should have supplied same spares to other utilities	
3	Submission of order copies of other customer in support of your Credentials	Submitted / Not submitted as per bid requirement.	
4	Bidder has to submit EMD either in shape of DD payable on State Bank of India (Code No. 9510) Banharpali/Central Bank of India, ITPS Banharpali (Code-028399)/ Andhra Bank, Adapada (Code-0662), Ib Thermal Power Station, Banharpali, Jharsuguda in favour of Odisha Power Generation Corporation Limited / RTGS/ NEFT.	Submitted/Not submitted (Details to be mentioned)	
5	Price Basis	FOR Destination Ib Thermal Power Station. Parties offering FOR Ex. Works please give The place of works.	
6	Packing & Forwarding charges	..... % or Rs..... in Lumpsum Inclusive/ Exclusive.	
7	GST in % to be mentioned	Mentioned / not mentioned	
8	Transportation Cost	Rs.---- per No./Lump sum. As extra/Inclusive	
9	Transit Insurance	..... % extra/inclusive	
10	Delivery Schedule	One year and for first lot of 100 MT delivery period will be 1 <sup>st</sup> week of July 23.	
11	Validity of offer	90 days from the due date of opening date of the Part-1 bid. (Techno Commercial). Accepted/	



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		Not accepted.	
12	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%.	
13	90% payment with full tax shall be released within 30 days of successful completion of supply and balance 10% of the Contract basic value shall be paid against submission of performance bank guarantee for the period of guarantee / warrantee period. Extra three months shall be extended from validity of the PBG for settlement of any issues arising at the end of guarantee/warranty period.	Accepted/ Not accepted. (in case non acceptance loading shall be done)	
14	Payment to be made through RTGS mode	Accepted/ Not accepted.	
15	Guaranty / Warranty as per NIT	Accepted/ Not accepted.	
16	All Bank charges to vendor account	Accepted/ Not accepted.	
17	List of Deviation statement from tender norms.	Submitted/ Not submitted	
18	Acceptance to part Order	Accepted/Not Accepted	

Authorised Signatory:

Name of the firm:

Designation:

Company Seal:

Place & Date.





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NIT No. ITPS/ (Purchase)/2023-24/ 59(P), Dt.19.04.2023

### NIT GENERAL TERMS & CONDITIONS

1. Sealed Tender is invited (in duplicate) for the supply of articles as per details overleaf addressed to the "General Manager-Purchase, OPGCL- IB Thermal Power Station invariably giving on the cover Tender Notice No., Name of the Articles, the date of opening and EMD details.
2. The quantities mentioned in the Tender Notice shall be deemed to be only approximate and will not in any manner whatsoever be binding on the OPGCL.
3. All tenders are to be submitted up to 15.00 hours on the opening date & they will be opened at 15.30 hours on the date specified. Representatives of the bidders those who choose to be present may attend the bid opening. If in any case the bid opening date is declared a public holiday or falls on PH the bid shall be opened on the next working day.
4. Tenders with a Validity of Less than 90 days are liable to be rejected/ or have lesser preference than those adhered the tender conditions.
5. The net price offered shall be on the basis of delivery F.O.R, IB Thermal Power Station site including GST, packing, forwarding, freight, insurance, entry tax and third-party inspection charges etc. if any. Packing should be made in transport worth packing to avoid any transit damage and should be clean and free from foreign materials. Special care for flammable and breakable items to be taken. Actual percentage of GST to be charged should be distinctly shown along with price quoted so that any change during the contract period by Govt. & statutory authority as applicable can be adjusted. Where it is not mentioned claims for payment of GST shall not be entertained on any ground.
6. GST registration number / PAN number must be indicated and submitted the supporting documents.
7. Illustrated pamphlet/leaflet and drawing indication technical details/Year of manufacture, Maker's Name, Country of Origin etc. must be enclosed with tender.
8. 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. Bidders are requested to see that the tenders are delivered in the office before the prescribed date and time.
9. The delivery period quoted must be specific and realistic. The inability of the successful tenderers to execute orders in accordance with delivery schedules will entitle OPGCL to purchase the stores at the risk and cost of the contractors such failures will also be kept in view while considering that subsequent tenders.
10. **With regard to acceptance of tender for earlier delivery it should be noted that if the PO is placed on higher tender in preference to the lowest acceptable offer in consideration of earlier delivery the vendor will be liable to pay to OPGCL, the difference between the PO 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 PO. This is without prejudice to other rights of the OPGCL under the terms of contract.**
11. The time given for delivery or dispatch shall commence from the date of receipt of the purchase order. The bidder should be able to complete delivery as per the delivery schedule of purchase order. LD shall be applicable @0.5% per week or part of a week subject to maximum of 5% of the undelivered materials for the delayed period. Further the failure to

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deliver or dispatch the stores or any consignment within the period prescribed for delivery or dispatch the purchased shall be entitled to withhold payment until the whole of the stores have been supplied. Also it is at the option of the Purchaser to purchase the materials from other at the risk of the contractor the store of any consignment thereof which the contractor has failed to deliver or dispatch and the differential amount shall be recovered from the vendor. The purchaser has also at the option to cancel the contract if delay in delivery occurs and the contractor shall be liable for all loss or damage which may sustain by reason of such failure on the part of the contractor. In case where delivery schedule is not adhered to and there are increase in GST and impose of new duties after scheduled delivery period you shall bear the impact of those levies.

12. The bidders must note that the requisite amount of earnest money (EMD) must be paid in any one of the following forms.

(i) Bank Guarantee from a Nationalized Bank and operative till 03 months over and above the validity of the offer. The earnest money will be liable to be forfeited on revocation of the quotation expire of refused to enter into a contract after the award is made to the tender.

(ii) EMD of **Rs.4,00,000/- (Rupees four Lakh only)** in shape of DD payable on State Bank of India (Code No. 9510)/Central Bank of India, ITPS Banharpali (Code No.028399)/ Andhra Bank, Adapada (Code-0662), Ib Thermal Power Station, Banharpali, Jharsuguda in favour of Orissa Power Generation Corporation Limited.

(iii) Requisite EMD can be submit directly in our company name – Odisha Power Generation Corporation Limited, Banharpali. Account number of State Bank of India – 10765789090(Code No.9510). Account number of Central Bank of India, ITPS Banharpali – 2062780721. Account number of Andhra Bank, Adapada – 066211011000005 (Code-0662)

NB: Vendor must mention EMD towards TE No.- ITPS/ (Purchase)/2023-24/59(P) dt.19.04.2023 while making the NEFT/RTG. Vendor must mention UTR Number, Bank name of OPGC SBI/Central Bank/Andhra Bank to which the EMD is directly credited through NEFT/RTGS to enable tracking of the deposits. Vendor must furnish their Bank details with cancelled Bank cheque, PAN number, GST Number.

The earnest money will be liable to be forfeited on revocation of the quotation expire of refused to enter into a contract after the award is made to the tender.

13. Vendors registered as MSME/NSIC/SSI units entitled for Exemption of EMD shall have to submit their written request letter seeking EMD exemption, minimum 02 days before the due date of submission and opening of the tender, along with supporting document of eligibility for exemption so desired. Tender without EMD shall be liable for rejection.
14. Successful tenderers 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, OPGCL reserves the right to adjust the same from the payment pending with the OPGCL, ITPS, Banharpali.
15. EMD of the unsuccessful bidders shall be returned within 45 days of finalization of the Tender. 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.



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16. 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, and Banharpali.
17. Payment shall be as per the NIT mentioned earlier. Bank charges always borne by the vendor.
18. Wherever samples are asked from bidders the same shall be submitted freight paid basis only 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.
19. Printed Terms and Conditions on letter heads or Quotation form of tenderers shall not be applicable.
20. Tendering firms are advised to quote as per our serials number specified in tender notice.
21. 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.
22. Price discount if any should be typed both in words as well as in figure without any over 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.
23. 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. Only asbestos free material and Eco-friendly materials are to be offered and to be supplied. As a commitment use of asbestos material, recycled plastic carry bags and containers are banned. Pre-dispatch inspection if any shall be carried out before dispatch at the vendor premises.
24. Wherever I.S. is available please quote as per I.S. only, otherwise quote the brand name.
25. 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.
26. The material supplied shall be guaranteed for any manufacturing defect or bad workmanship for a period of 18months + 03 months from the date of supply.
27. These terms and conditions shall form a part of the contract. The contract besides shall also be exclusively governed by our standard conditions of contract prescribed by OPGCL. No other terms and conditions whatsoever will be applicable in this contract.
28. All disputes or differences arises shall be subject to the exclusive jurisdiction of court within the limit of Jharsuguda.
29. Arbitration: In case of any dispute arising out of the supply or interpretation of meaning of the terms in these conditions of purchase or any alleged breach thereof, the same shall be referred to independent Arbitrator/s selected by the aggrieved party and consented by the other party. The arbitration shall be conducted in accordance with the provision of Indian Arbitration Act of 1996 or modifications thereof and award of Arbitrator shall be final and binding on both parties. The arbitrations shall be conducted at Jharsuguda or at such place as decided by Arbitrator. The cost, incidentally shall be borne by the vendor.
30. Litigation: All expenses and cost in connection with litigation, if any, will be to vendor account.
31. (a) Preparation of comparative statement



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

Freight 3% within 300 km

300 Kms. to 500 Kms. 4%

500 Kms. and more 5%

Insurance 0.086%

(NOTE: Percentage loading will be limited to full truck/trailer load rate for each truck load).

(b) Payment terms loading

1.5% per month (wherever parties have quoted 100% through bank/advance against our standard and payment terms of 100% after receipt and acceptance of materials within 30days.) 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.

However, payment term of 90% payment with full tax shall be released within 30 days of successful completion of supply and balance 10% of the Contract basic value shall be paid against submission of performance bank guarantee for the period of guarantee / warrantee period. Extra three months shall be extended from validity of the PBG for settlement of any issues arising at the end of guarantee/warranty period. will be loaded suitably as per the above formula to make it at par with other bidders.

- (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)

Goods & Service Tax (GST) on (Basic + P&F)

Freight on (Basic + P&F + GST)

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

Payment Terms Loading on (Basic + P&F + GST+ Freight + Insurance)

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

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

- (f) In case of the bidder stipulates Goods & Service Tax (GST) as applicable at the time of dispatch & specifies the present rate of Goods & Service Tax (GST) in such case the offer shall be evaluated considering the maximum rate of GST applicable for the product as per the Govt. Of India or as evident from the other bids received in the tender.

However, the liability of OPGCL shall be as per actual Goods & Service Tax (GST) at the time of dispatch, subject to production of Goods & Service Tax (GST) invoice. Further the rate of Goods &



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Service Tax (GST) shall be restricted to as applicable within the contractual delivery period only. Increase in Goods & Service Tax (GST) rate in any due delay in supply beyond the contractual delivery period shall not be payable by OPGCL. However, the benefit of any decrease in Goods & Service Tax (GST) shall be passed on to OPGCL. In case bidders quote with Fixed Rate of GST the offer shall be evaluated accordingly. This will be subject to submission of GST invoice copy for having actually paid the GST or otherwise but claim for any upward revision will not be accepted at a later stage.

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

### **-: ANNEXURE-II:-**

#### **Rules and Regulations of the e-Reverse Auction**

<b>Buyer's Name/Owner</b>	Ib Thermal Power Station (A Unit of Odisha Power Generation Corporation Limited)
<b>Auction To Be Conducted By</b>	MSTC Limited
<b>Name of the work</b>	
<b>Reference</b>	
<b>Date &amp; Time Of Auction</b>	Auction Date: [To be intimated later] Online e-Reverse Auction Time : [To be intimated later] URL: <a href="http://www.mstcecommerce.com/eprochome/opgc">www.mstcecommerce.com/eprochome/opgc</a>
<b>Special Instructions</b>	Bidding in the last minutes and seconds should be avoided in the bidder's own interest. Neither the Service Provider nor OPGC will be responsible for any lapses /failure on the part of the vendor, in such cases.
<b>Auto Extension of Closing Time</b>	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.
<b>Decremental Value</b>	Minimum decrement value will be intimated later.
<b>Start Price</b>	The start price shall be confirmed before start of the e-RA 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](http://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 without fail.
4. Quotation once submitted through e-Reverse Auction cannot be withdrawn /deleted. Otherwise, the EMD submitted by the bidder shall stand forfeited.



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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 opening of price bids, and CS vetting OPGC shall conduct reverse auction. 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.
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 be liable for any interruption or delay in accessing the MSTC portal irrespective of any 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 inline with the price quoted w.r.t. each year and evaluated in the hard copy price bid.
21. The price quoted in e-Reverse Auction is the total price for three years 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.  
The Price quoted in the e-Reverse Auction shall be inclusive of all applicable taxes, duties and levies, deviations considering the loading factor (got from OPGC/Tender Condition as mentioned in above.

**Bidders are to give 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. [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 there in at Annexure 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 (E-RA). In the event**





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of such decision, the bidders shall have to deposit requisite non-refundable Transaction Fees for e-Reverse Auction to the account of MSTC Limited directly.

The non-refundable **Transaction Fees towards e-Reverse Auction** as mentioned above shall be deposited by all Techno-Commercially qualified bidders directly to the account of MSTC before E-RA launch schedule. The date of conduct of E-RA shall be intimated in later stage to Techno Commercially qualified bidders via e-mail. Before participation in e-Reverse Auction, the bidder has to register in MSTC e-Procurement Portal well in advance and submit the E-RA fee amounting to the value intimated by M/s. MSTC Limited.

**NB: Reverse Auction shall be conducted through M/s MSTC, Bhubaneswar / Visakhapatnam**

The transaction fee for e-RA will be @0.03% of starting Price maximum up to Rs.10,000/- + Taxes as applicable, payable to M/s. MSTC

### Part-II

**Part-II** is only the Price Bid which should contain the price & details of breakup of the trade discount, Packing, forwarding, Goods & Service Tax (GST), freight & insurance. Supervision and Installation Charges, Third party inspection charges etc. Bidders are to quote for their products as per the Items listed in the format given herein at Annexure-I under Technical Specification.

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

BIDDERS REF.:

DATE:

Sl. No (I)	Description of the materials Equipment Service Item wise (II)	Unit of Measurement (III)	Qty. Offered (IV)	Unit Rate ((V)	Price Basis (VI)	Packing & Forwarding Charges (VII)	GST (VIII)	Estimated freight /Specify mode of Transport (IX)	Transit Insurance (specify) rate (X)	Total Price F.O.R. Destination (XI)=(VI+VII+VIII+IX+X)
	Refer to technical specification at <u>ANNEXURE-I</u> & may quote accordingly.									

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

Authorised Signatory:

Name of the firm:

Designation:

Company Seal:

Place & Date



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NIT No. ITPS/ (Purchase)/2023-24/59 (P) , Dt: 19.04.2023

The above two bids should be sealed separately super scribing as Technical Bid/Price bid as the case may be and enclosed in third sealed envelope super scribing NIT No. ITPS/ (Purchase)/2023-24/ 59 (P) dt.19.04.2023 for supply of “High Chrome liner” to ITPS due on 10.05.2023. Your offer should reach this office on or before Dt:10.05.2023 up to 15:00Hrs. Part-I (Technical Bid) shall be opened on same day 11.05.2023 at 15:30 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.

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

S/d: General Manager, SCM





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

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

Dear Sir,

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

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

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

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

City ..... Pin Code .....

E-mail ID .....

Permanent Account Number .....

Telephone/Cell No.....

#### 3. Particulars of Bank :

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

#### 4. Date from which the mandate should be effective:

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold Orissa Power Generation Corporation Ltd responsible. I also undertake to advise any change in the particulars of my account to facilitate 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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### 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, Chandrasekharpur, Bhubaneswar-751 023 (hereinafter called the "Owner" which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Tender Specification Against NIT No. \_\_\_\_\_ dt. \_\_\_\_\_ to M/s \_\_\_\_\_ having its

Registered / Head office at \_\_\_\_\_ (hereinafter called the Bidder) who wishes to participate in the said tender for and you, as a special favour, have agreed to accept an irrevocable and unconditional Bank Bid Guarantee for an amount of Rs. \_\_\_\_\_ valid up to \_\_\_\_\_. On behalf of the Bidder, as a condition for participation in the said tender.

We, the \_\_\_\_\_ Bank incorporated under \_\_\_\_\_ law and having one of our branches at \_\_\_\_\_ and having our Registered office/Head office at \_\_\_\_\_ do here by unconditionally and irrevocably guarantee and 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 \_\_\_\_\_



# Odisha Power Generation Corporation Limited

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### FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

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

To

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

In consideration of the Orissa Power Generation Corporation Ltd. (Ib Thermal Power Station) having registered office at 7<sup>th</sup> 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 not with standing 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.



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

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

M/s \_\_\_\_\_ on whose behalf this guarantee is issued.

*IN PRESENCE OF  
WITNESS*

*For and on behalf of (Bank)*

1. Signature \_\_\_\_\_

2. Name & Designation \_\_\_\_\_

Authorization No. \_\_\_\_\_

Date \_\_\_\_\_ & Place \_\_\_\_\_

Banker's Seal \_\_\_\_\_

### Notes:

#### 1. For Proprietary Concerns:

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

#### Section 1.02: For partnership Concerns.

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

(II) Sri \_\_\_\_\_ S/o \_\_\_\_\_ etc.

#### Section 1.03: For Companies:

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



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

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

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

- 2.0 We .....(here-in after referred to as "the bank"  
(Name & address of Bank)  
having its Head Office at .....do hereby guarantee and undertake to pay the owner, on demand any and all amount payable by the contractor not exceeding Rs. ....(Rupees ..... only as aforesaid at any time upto .....  
(days/month/year)

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



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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 .....