



**ODISHA POWER GENERATION CORPORATION LIMITED**  
**IB THERMAL POWER STATION UNIT # 3 & 4**  
**At/PO: BANHARPALI, DIST: JHARSUGUDA – 768 234 (ODISHA)**  
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**NOTICE INVITING TENDER**

**NIT No. ITPS/Unit 3 & 4/23-24/57 (P)**

**Date: 27/01/2024**

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 2X660 MW IB Thermal Power Station, Banaharpali.

SI	Material Description	Tender Cost (Rs.)	EMD (Rs.)	Contract Period	Sale of Tender document	Date of receipt & submission /Opening of technical Bid
1.	"Supply of Structural Steel"	Not Applicable	Rs. 1,02,000/-	-	27/01/2024 to 16/02/2024 (Hard & Soft copy only)	Up to 3:00 PM on 16/02/2024 3:30 PM onwards on 16/02/2024

**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**

Cost of bid document (non-refundable) shall be paid by Demand Draft in favor of OPGC Ltd. drawn on State Bank of India (Code-9510) / Union Bank of India (Code-UBIN0806625) / 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/- GM- 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 & 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. 1,02,000.00. 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) / Union Bank of India (Code-UBIN0806625) / 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.
- The Earnest Money of all unsuccessful Bidders will be returned within thirty (30) days after the award of the Contract.
- Any Tender not accompanied with Earnest Money in accordance with aforesaid provisions shall be rejected by the Owner as non-responsive Bid.
- No interest will be payable by the Owner on the said amount covered under Earnest Money / other security deposits.
- On finalization of Tender, Earnest Money deposited in form of DD of successful Bidder will be treated as part of the initial security at the option of the said Contractor or shall be returned to the successful bidder at his option.
- A Bidder shall submit the Tender which satisfies each and every condition laid down in this notice and other tender documents, failing which the Tender will be liable to be rejected.
- The ODISHA Power Generation Corporation Ltd. do not bind themselves to accept the lowest or any tender or to give any reasons for their decision. The Owner reserves the right to allow the Public Sector Undertakings price preference facilities as admissible under existing Govt. policy. The prospective Bidders may apprise themselves of the relevant Govt. notification in this regard before submission of their bid. The ODISHA Power Generation Corporation Ltd. reserves the right of accepting the whole or any part of the Tender or split the total scope of work among eligible Bidders and Bidder (s) shall be bound to perform the same at his/their quoted rates.
- 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 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 1 year from date of award of contract. Extension/Repeat order can be placed as per requirement of the OPGC for a period of 6 months for supply.
- Delivery: Material shall be required within 60 days on F.O.R. site Basis from the date of placement of purchase order on successful bidder.
- 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. 100% PAYMENT WITHIN 30 DAYS OF RECEIPT & ACCEPTANCE OF MATERIALS. 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 3&4, 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) / UNION BANK OF INDIA, ADHAPADA (CODE-UBIN0806625) SHOULD INVARIABLY BE ENCLOSED WITH THE TENDER.
- 5.0 NO INTEREST WILL BE PAYABLE BY THE OWNER ON THE SAID AMOUNT COVERED UNDER EARNST MONEY / OTHER SECURITY DEPOSITS.
- 6.0 THE OFFER GIVEN MUST REMAIN VALID FOR A PERIOD OF 180 DAYS FROM THE DATE OF OPENING OF BID.
- 7.0 RATE WILL BE VALID FOR 1 YEAR FROM DATE OF AWARD OF CONTRACT.
- 8.0 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.
- 9.0 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.
- 10.0 ACTUAL/PERCENTAGE OF SALES TAX/EXCISE DUTY 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.

- 11.0 THE TENDERER SHOULD BE ABLE TO COMPLETE DELIVERY WITHIN 60 days FROM THE DATE OF RECEIPT OF PURCHASE ORDER.
- 12.0 THE TENDERER SHOULD BE AGREEABLY TO OUR PAYMENT TERMS I.E 100% WITHIN 30 DAYS OF RECEIPT AND VERIFICATION OF MATERIALS AT OUR SITE.
- 13.0 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.
- 14.0 THE TENDER MUST ACCOMPANY PHOTO COPY OF LATEST & VALID INCOME TAX CLEARANCE CERTIFICATE & GST CERTIFICATE WITHOUT WHICH TENDER WILL BE REJECTED.
- 15.0 DESTINATION MEANS CENTRAL STORES, IB THERMAL POWER STATION, BANHARPALI.
- 16.0 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.
- 17.0 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.
- 18.0 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.
- 19.0 WARRANTY WILL BE MINIMUM OF 36 MONTHS FROM DATE OF DISTPATCH.WARRANTY & TEST CERTIFICATE HAS TO BE PROVIDED ALONG WITH MATERIAL.
- 20.0 THE UNDERSIGNED RESERVES THE RIGHT TO ACCEPT/REJECT ANY OR ALL THE TENDER WITHOUT ASSIGNING ANY REASON THEREOF.
- 21.0 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.
- 22.0 (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 CONSIDERD 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% PER WEEK OR PART THEREOF FOR THE PERIOD OVER AND ABOVE THE STIPULATED DELIVERY PERIOD.

### **23.0 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+INSURANCE)
PAYMENT TERMS LOADING ON	(BASIC + P&F + FREIGHT+GST)

### **24.0 WEIGHT/LENGTH VARIATION**

IN CASE THE PAYMENT IS DONE ON WEIGHING THE CONSIGNMENT AT SITE, ALLOWABLE TOLERANCE OF +/- 0.25% SHALL BE APPLICABLE. THIS TOLERANCE SHALL BE ALLOWED AS WEIGH BRIDGE TOLERANCE DUE TO WEIGHMENT IN TWO DIFFERENT WEIGH BRIDGE (IF AVAILABLE). FOR ANY VARIATION BEYOND THIS ALLOWABLE TOLERANCE NECESSARY ADJUSTMENT SHALL BE MADE DURING RELEASING PAYMENT BY WAY OF SUBMISSION OF CREDIT NOTE BY THE VENDOR. IF THE WEIGHT VARIATION IS +/- 0.25% FROM THE INVOICED WEIGHT/CHALLAN WEIGHT THE INVOICED WEIGHT WILL BE ACCEPTED FOR THE PURPOSE OF ACCOUNTAL AS WELL AS PAYMENT. IF THERE IS THREE CONTINUOUS NEGATIVE TOLERANCE IS FOUND NO MORE TOLERANCE SHALL BE ALLOWED. VENDOR SHALL HAVE TO SUBMIT THE CREDIT AS PER WEIGHMENT BY OPGC.

### **25.0 FORCE MAJEURE**

ANY DELAY OR FAILURE TO PERFORM THE CONTRACT BY EITHER PARTY CAUSED BY ACTS OF GOD OR ACTS OF GOVERNMENT OR ANY DIRECTION OR RESTRICTION IMPOSED BY GOVERNMENT OF INDIA WHICH MAY AFFECT THE CONTRACT OR THE PUBLIC ENEMY OR CONTINGENCIES LIKE STRIKES, RIOTS ETC. SHALL NOT BE CONSIDERED AS DEFAULT FOR THE PERFORMANCE OF THE CONTRACT OR GIVE RISE TO ANY CLAIM FOR DAMAGE. WITHIN 7 DAYS OF OCCURRENCE AND CESSATION OF THE EVENT(S), THE OTHER PARTY SHALL BE NOTIFIED. ONLY THOSE EVENTS OF FORCE MAJEURE WHICH IMPEDES THE EXECUTION OF THE CONTRACT AT THE TIME OF ITS OCCURRENCE SHALL BE TAKEN INTO COGNIZANCE.

### **26.0 PATENTS, ROYALTIES, SELLER'S LIABILITY AND COMPLIANCE OF REGULATIONS**

VENDOR SHALL PROTECT AND FULLY INDEMNIFY THE PURCHASER FROM ANY CLAIMS FOR INFRINGEMENT OF PATENTS, COPY RIGHT, TRADE MARK OF THE LIKE. SELLER SHALL ALSO PROTECT AND FULLY INDEMNIFY THE PURCHASER FROM ANY CLAIMS FROM SELLERS WORKMAN/EMPLOYEES, THEIR HEIRS, DEPENDENTS, REPRESENTATIVES ETC. OR FROM ANY OTHER PERSON/PERSONS OR BODIES/COMPANIES ETC. FOR ANY ACT OF COMMISSION OR OMISSION WHILE EXECUTING THE ORDER. SELLER SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL REQUIREMENTS UNDER THE LAWS AND SHALL PROTECT AND INDEMNIFY COMPLETELY THE PURCHASER FROM ANY CLAIMS/PENALTIES ARISING OUT OF ANY INFRINGEMENT.



## **27.0 SECURITY DEPOSIT**

SECURITY DEPOSIT CLAUSE FOR PERFORMANCE OF SUPPLY @5% OF BASIC VALUE IN SHAPE OF DD/BG/DEDUCTED FROM THE BILL. NO INTEREST WILL BE PAYABLE BY THE OWNER ON THE SAID AMOUNT COVERED UNDER EARNEST MONEY / OTHER SECURITY DEPOSITS. THE EARNEST MONEY DEPOSITED WITH THE TENDER SHALL BE ADJUSTED TOWARDS INITIAL SECURITY DEPOSIT AT THE OPTION OF THE BIDDER. CONTRACTOR SHALL FURNISH THE INITIAL OR TOTAL SECURITY AMOUNT @5% OF BASIC VALUE IN SHAPE OF BG/DD/DEDUCTED FROM THE BILL.

BANK GUARANTEE (BF) IN THE PRESCRIBED FORMAT FROM ANY NATIONALIZED OR SCHEDULED BANK TO BE SUBMITTED WITHIN THE SPECIFIED TIME PERIOD. IN ALL THE CASES IF TOTAL SECURITY IS NOT DEPOSITED EITHER IN FORM OF DEMAND DRAFT OR BANK GUARANTEE WITHIN 15 DAYS OF ISSUANCE OF LOI/ORDER THE SECURITY AS MENTIONED ABOVE SHALL BE RECOVERED FROM THE RUNNING BILL OF THE CONTRACTOR. THE BANK GUARANTEE FACILITY SHALL BE EXTENDED TO ONLY COMPANIES OF REPUTE AT THE DISCRETION OF OPGC.

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT SHALL BE VALID FOR THE ENTIRE CONTRACT PERIOD PLUS ADDITIONAL 03 MONTHS. IN CASE OF ORDER EXTENSION/RENEWAL BANK GUARANTEE TO BE RENEWED ACCORDINGLY.

## **28.0 LANGUAGE**

THE CONTRACT INCLUDING THE PURCHASE ORDER AND ALL SCHEDULES, ANNEXURES (IF ANY) AND RELATED DOCUMENTS AND COMMUNICATIONS AND NOTICES ISSUED PURSUANT TO OR IN CONNECTION WITH ITS PROVISIONS, SHALL BE IN ENGLISH. IN THE EVENT THE CONTRACT, ITS SCHEDULES, ANNEXURES (IF ANY) OR ANY RELATED DOCUMENT IS TRANSLATED INTO OR IS IN ANY OTHER LANGUAGE, THE ENGLISH VERSION THEREOF SHALL TAKE PRECEDENCE AND CONTROL THE INTERPRETATION THEREOF.

### **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 and tender cost 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.

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 "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**

1. Bidder must be a reputed manufacturer/authorized stockiest/dealer of Structural steel/Seamless Pipes for past three years. MAKE should be specified/mentioned in technical bids and price bids. Also, Certificate of incorporation / ISO certification / Factory license/ Dealership shall be submitted as a documentary proof.
2. Bidder must quote SAIL/ JSPL/ JSW/ JINDALSTAR/ MSL/ NIPPON STEEL/ VISAG STEEL/ TATA/ ESSAR only.
3. Bidder must have successfully supplied Structural steel/Seamless Pipes during last five years ending the last day of the month previous to the one in which tenders are invited. Bidder has to submit PO copies along with technical bid as per below requirement for documentary evidence
  - a. At least single supply contract with contract value not less than Rs. 81 Lakh for similar materials Or
  - b. At least two supply contracts with contract value not less than Rs. 61 Lakh. for similar materials Or
  - c. At least three supply contracts with contract value not less than Rs. 51 Lakh. for similar materials
4. Minimum Average Annual Turnover of the Bidder shall not be less than Rs. 150 Lakh in last 3 (Three) Years. Audited balance sheet including P&L account for the previous three completed financial years (from the date of issue of this tender). In case the documents are not available, then certified copy by a registered practicing CA may be submitted.
5. The bidder must not have been blacklisted or debarred in last five years to participate in tendering of similar supply earlier by any Govt. /Public Sector Utility / IPP/CP. Self-declaration certificate shall be submitted along with technical bid.
6. Bidder must confirm to supply as per technical specification as stipulated in the tender document (Self-declaration on your letter head to be submitted).
7. Must submit copy of PAN & GST registration along with the technical bids. In case the bidder is registered under MSME/NSIC copy of certificate to be submitted in the technical bid.
8. 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.

**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**

**Acceptance of Reverse Auction: Bidders are to give their acceptance for participating in e-Reverse Auction if required through M/s.MSTC in addition to the submission of manual Price Bids. If required & Management decides E-RA will be held after opening of manual price bids and the lowest among both manual bids and e-RA will be considered further for evaluation.**

**The detailed terms and conditions of the e-Reverse Auction is mentioned in the tender document as "RULES AND REGULATIONS OF THE E-REVERSE AUCTION".**

**NB: 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.**

Price Bid Format						
Sr. No.	Material Code	Description	Qty	EOM	Unit Price	Total Value
10	146301000002	DUCT BRACING PIPE- OD 48.3 x THK 3.2 MM	50	M		
20	146301000003	DUCT BRACING PIPE- OD 60.3 x THK 3.6 MM	450	M		
30	146301000004	DUCT BRACING PIPE- OD 73 x THK 7.01 MM	450	M		
40	146301000005	DUCT BRACING PIPE- OD 76 x THK 3.6 MM	1,400	M		
50	146301000006	DUCT BRACING PIPE- OD 88.9 x THK 5.49 MM	800	M		
60	146301000007	DUCT BRACING PIPE- OD 113.9 x THK 3.6 MM	720	M		
70	146301000008	DUCT BRACING PIPE- OD 114.3 x THK 6.02 MM	120	M		
80	146301000009	DUCT BRACING PIPE- OD 127 x THK 8 MM	180	M		
90	146301000010	DUCT BRACING PIPE- OD 140.8 x THK 4.8 MM	120	M		
100	146301000011	DUCT BRACING PIPE- OD 168.5 x THK 7.11 MM	90	M		
110	146301000012	DUCT BRACING PIPE- OD 219.4 x THK 4 MM	72	M		
120	199010150004	ISA 75 x 75 x6	6	MT		
130	160100051127	ISA 50X50X6	4	MT		
140	160100051138	ISA 80X80X6 MM	2.5	MT		
150	160100051141	ISA 90X90X6 MM	1.5	MT		
160	160100051139	ISA 130X130X10 MM	1.5	MT		
170	199010120003	ISMB 250X125	4	MT		
180	160100051156	ISMC 100X 50 MM	4	MT		
190	199010250003	ISMC 150	2	MT		
200	160100051129	ISA 100X100X10 MM	1.5	MT		
210	160100051204	M.S plate 5 mm thick	8	MT		
220	160100051162	MS PLATE 8 MM	5	MT		
230	199010300010	PLATE M. S 16 MM	2	MT		
240	199010300033	MS PLATE 2MM 2.5 M (L) X 1.25M (W)	1	MT		
250	160100051181	CHEQUER PLATE 5MM	5	MT		
260	160100051155	ISMC 125 X 65 MM	3	MT		
270	160100051207	ISMC (150x75) mm	3	MT		
280	160100051158	ISMC 200X 75 MM	3	MT		
290	160100050014	ISMB 150 X 150 MM	3	MT		
300	160100051146	ISMB 200X100 MM	3	MT		
310	199010120001	ISMB 150 X 75 MM	3	MT		
Sub Total						
Taxes						
Grand Total						

### **Special Terms and conditions**

1. Dimensions of the material shall confirm to IS: 808
2. Material Test Certificate from the manufacturer shall be provided for each item.
3. Each item shall be marked with BIS mark in addition to verification details to correlate with material test certificate.
4. Tolerance for section dimensions, acceptable bending in the length and other parameters related to section shall be as per relevant Indian Standards.
5. Only new material would be accepted. Old, reused/recycled or scrap material shall be rejected.
6. Weld joint items or material joining by any other means will not be accepted.
7. Duct Bracing Pipes MOC: IS 1161, YSt-240/ ASTM A 106 GR-B, SEAMLESS TYPE.

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

To.

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

Dear Sir,

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

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

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

1. Name of the Party: .....

2. Address of the Party .....

.....

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

E-mail ID .....

Permanent Account Number .....

Telephone/Cell No.....

3. Particulars of Bank :

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

4. Date from which the mandate should be effective :

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

Place:

Date :

Signature of the Party / Authorized Signatory

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

Bank's Stamp:

Date:

(Signature of the Authorized Official from the Banks)

### **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>	"Supply of Structural Steel Items"
<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 bidders own interest. Neither the Service Provider nor OPGC will be responsible for any lapses /failure on the part of the vendor, in such cases.
<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>	<u>Minimum decrement is Rs. 10,000/- and in multiples of Rs. 10,000/-</u>
<b>Start Price</b>	The start price shall be confirmed before start of the e-RA and the same should be the lowest IPO/estimated price as decided by OPGC.

1. Bidding would be conducted through two (02) stage process comprising of technical bid in which the bidder would be required to provide the details regarding compliance with the eligibility conditions, and financial bid comprising of the Initial Price Offer (IPO) and the Final Price Offer (FPO) through E-RA.
2. The IPO is to be submitted along with the tender document separately in a sealed envelope and super scribed with "PRICE BID" along with the tender enquiry number & Name of the work. Both the techno-commercial & price bid envelopes should be kept in a third envelope sealed and super scribed with tender enquiry number and Name of the work.
3. The financial bid process will comprise of two rounds. In the first round, the IPO of the techno-commercially qualified bidders will be opened & ranked on the basis of ascending order for determination of qualified bidders. Best five (L-1 to L-5) bidders would be qualified bidders for E-RA and such qualified bidders shall be eligible to participate in the E-RA and submit their FPO with respect to the bid.
4. For the proposed e-Reverse Auction, best five (L-1 to L-5) bidders would be qualified bidders for and such qualified bidders shall be eligible to participate in the E-RA.
5. 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.
6. 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.
7. Quotation once submitted through e-Reverse Auction cannot be withdrawn /deleted. Otherwise, the EMD submitted by the bidder shall stand forfeited.
8. 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.
9. Buyer reserves the rights to extend / cancel the e-Reverse Auction.
10. E-Reverse Auction shall be conducted in Indian Rupees only.
11. All prices submitted by Bidder in e-Reverse Auction shall be as per Tender's Terms & Conditions.
12. Validity of bids: As mentioned in Tender Document.
13. Written Confirmation shall be taken in advance regarding participation in the e-Reverse Auction to buyer along with the Authorized person name and details.

14. Buyer reserves the right to award the Purchase Order / Service Order as per buyer's discretion irrespective of Live Auction Rank.
15. Buyer reserves the right to repeat the e-Reverse Auction of same package.
16. **After completion of e-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.**
17. The bidders shall quote from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. The total L1 Price obtained through e-Reverse Auction shall be proportionately distributed among each line item in line with the price quoted and evaluated in the hard copy price bid.
24. The price quoted in e-Reverse Auction is the total price for all the items and quantity as per Price Schedule of NIT irrespective of any omission by the bidder in the hard copy price bid.
25. 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.
26. 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.
27. 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 clause) on his quoted price. However, the GST shall be paid extra as applicable and not included in the loading factor as well as total price.

#### **UNDERTAKING**

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

**Signature:**

**Name:**

**Date:**

**Company Name:**

**Seal:**

**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



## 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 .....20...

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 .....