



Odisha Power Generation Corporation Limited IB Thermal Power Station

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

Tel. 06645-289354 / 289356, Fax:06645- 222254 / 222230.
E mail: bn.das@opgc.co.in; bkmishra@opgc.co.in

SAFE & CLEAN POWER IS OUR COMMITMENT

AN ISO-14001; OHSAS-18001 ORGANIZATION

Tender documents against

NIT No. ITPS/ (Purchase)/2018-2019 /14 (P) dt.05/06/2018 for supply of 185 KW motor to IB Thermal Power Station.

Date for Issue of Tender Paper	19/06/2018 to 03/07/2018
Last Date of receipt of Bid	05/07/2018 by 15.00 hours
Date of Tender Opening	05/07/2018 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.12,000.00(Twelve thousand only)

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

Additional General Manager - Purchase

Issued to M/s

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NIT No. ITPS/ (Purchase)/2018-2019 /14 (P) dt.05/06/2018



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 ,
Email:purchase@opgc.co.in;bn.das@opgc.co.in;bkmishra@opgc.co.in;

NOTICE INVITING TENDER

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.

Tender No.	Description	Bid Sale / Issue date	Bid receipt / Opening	Bid Type
NIT No. ITPS/Purchase/ 2018-19/ 14(P), Dt. 05-06-2018	Supply of 185 KW motor	19-06-2018 to 03-07-2018	05-07-2018 / 05-07-2018	Two Bid

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

Tender Document will be available free of cost as per schedule mentioned upto 17:00 Hrs. from the office of the AGM (Purchase), ITPS, Banharpali, Jharsuguda. Detailed NIT is also available at our website 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.

Sd/-, AGM(SCM),

NIT No. ITPS/ (Purchase)/2018-2019 /14 (P) dt.05/06/2018



Odisha Power Generation Corporation Limited

IB Thermal Power Station

Qualifying Requirement for the Supply of 185 KW motor:

1. Motor must be supplied as per the specification mentioned in tender document.
2. Bidder must be OEM/authorized dealer/ authorized distributors / authorized stockiest. They must have service set up to provide service at our site.
3. Guarantee / warrantee shall be minimum three years from the date of receipt.
4. Bidders should submit the purchase order copies of other customer for same item. They should have confirmed that, they have already supplied the ordered motor items and its performance feedback report from the customer as their credentials.
5. EMD of Rs.12, 000/- 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.

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(Code-0283899). Account number of Andhra Bank, Adapada – 066211011000005 (Code-0662).

NB: (i) Vendor must mention EMD towards TE No.- ITPS (Purchase)/2018-201914(P), dt.10.08.2018 while making the NEFT/RTG. Vendor must furnish their Bank details with cancelled Bank cheque, PAN number, GST Number, UTR Number. Bank name must be clearly mentioned for tracking of the deposits. (ii) EMD is mandatory for all firms whether NCIC or SSI units.

6. Photo copy Valid PAN & GST number shall be submitted along with offer. Offer may not be considered if vendor is fail to submit these documents.

SPECIAL CONDITIONS OF CONTRACT

1. **1st Part bid:** *Should contain EMD, Documents in support of fulfilling the Qualifying Requirements and Techno commercial Bid. This envelope is to be superscribed with "Enquiry No., BOD, 1st part: EMD + Qualifying Requirements + Techno- Commercial Bid"*
2. **2nd Part bid:** *Should contain Price Bid and should be superscribed with "Enquiry No. , PRICE BID".*
3. **Payments:** 90% payment 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 of equivalent amount for the guarantee / warrantee period plus Extra three months for settlement of any issues arising at the end of guarantee/warranty period.
4. **Guarantee:** *The bidder shall have to confirm that guaranteed/warrantee life of motor shall be 12 months from the date of use or 18 months from the date of supply whichever is earlier.*
5. **Delivery:** *The bidder has to clarify to deliver the material within 60 days from the date of purchase order/LOI. However OPGCL shall have the right to purchase / cancel at any point of time. Schedule of delivery shall be a point for consideration during evaluation of the bid.*
6. **Validity:** *The price shall remain valid for a period of 120 days from the date of opening of techno-commercial bid.*



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NIT No. ITPS/ (Purchase)/2018-2019 /14 (P) dt.05/06/2018

Technical specification

Sl. No.	Item description	Quantity
1	185 KW Motor is Squirrel Cage Type , Insulation Class-F & Load to be driven is mainly an air compressor (screw type) for Pneumatic Ash Conveying.	01 no
	NB: Supplier has to Perform all <u>Type & Routine Test at the Time of manufacturing the Motor.</u> Type & Routine Test details to be shared with us (OPGCL) in proper Format (Manufacturer Quality plant) & Report of the same has to be submitted before dispatch.	



Odisha Power Generation Corporation Limited

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NIT No. ITPS/ (Purchase)/2018-2019 /14 (P) dt.05/06/2018

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

Tender No.:

Sl. No.	Techno Commercial Points	OPGCL Needs	To be filled by the bidder
1	Technical Specification as per Tender Enquiry	Accepted/ Not accepted. If not accepted, detailed deviation and proposal.	
2	Party should have supplied same motor 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 Orissa Power Generation Corporation Limited / RTGS/ NEFT.	Submitted/Not submitted details to be mention	
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	Two months Accepted/ Not Accepted	
11	Validity of offer	120 days from the due date of opening date of the Part-1 bid. (Techno Commercial). Accepted/ 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%.	



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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 / warranty period plus Extra three months 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	

Authorised Signatory:

Name of the firm:

Designation:

Company Seal:

Place & Date.



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NIT GENERAL TERMS & CONDITIONS

1. Sealed Tender is invited for the supply of articles as per details overleaf addressed to the "Assistance General Manager-SCM, 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 120 days are liable to be rejected/ or have lesser preference than those adhered the tender conditions.
5. The net price offered shall be on the basis of delivery F.O.R, Ib Thermal Power Station site 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 and declared 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 Sales Tax and Excise Duty 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 contract is placed on higher tender in preference to the lowest acceptable offer in consideration of earlier delivery the contractor will be liable to pay to OPGCL, the difference between the contract rate and the lowest acceptable, in case of failure to complete suppliers in terms of such contract within the date of delivery specified in the tender and incorporated in the contract. This is without prejudice to other rights of the OPGCL under the terms of contract.
11. The time given for delivery or dispatch shall commence from receipt by the contractor of the purchase order. The bidder should be able to complete delivery as per the delivery schedule of purchase order. LD shall be applicable @0.5% per week or part of a week subject to maximum of 5% of the undelivered materials for the delayed period .Further the failure to deliver or dispatch the stores or any consignment within the period prescribed for delivery or dispatch the



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purchased shall be entitled to with hold payment until the whole of the stores have been supplied .Also it is at the option of the Purchaser to purchase the materials from other at the risk of the contractor the store of any consignment thereof which the contractor has failed to deliver or dispatch and the differential amount shall be recovered from the vendor. The purchaser has also at the option to cancel the contract if delay in delivery occurs and the contractor shall be liable for all loss or damage which may sustain by reason of such failure on the part of the contractor. In case where delivery schedule is not adhered to and there are increase in GST (ED and Sales Tax 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 must be paid in any one of the following form. 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.
13. **EMD exemption shall not be extended to any firm whether small scale industries/National Small Scale Industries Corporation. EMD is mandatory as per the tender guide line of OPGC.**
14. 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.
15. Payment shall be as per the NIT mentioned earlier. Bank charges always borne by the vendor.
16. 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.
17. Printed Terms and Conditions on letter heads or Quotation form of tenderers shall not be applicable.
18. Tendering firms are advised to quote as per our serials number specified in tender notice.
19. 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.
20. 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.
21. 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.
22. Wherever I.S. is available please quote as per I.S. only, otherwise quote the brand name. 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.
23. 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.



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24. 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.
25. All disputes or differences arising shall be subject to the exclusive jurisdiction of court within the limit of Jharsuguda.
26. **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.
27. **Litigation:** All expenses and cost in connection with litigation, if any, will be to vendor account.
28. (a) **Preparation of comparative statement**
The Proforma for comparative statement has been standardized and is as per annexure of manual. CS should be prepared as per proforma and loading factors to be used for loading are as mentioned below (if not mentioned specifically in the offer).

Freight 3% within 300 km
300 Kms. to 500 Kms. 4%
500 Kms. To 1000 Kms. 5%
Insurance 0.086%

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

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



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(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 & 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 vender has not mentioned specifically however, for placement of order the lowest/beneficial terms will be indicated.)



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Part-II

Part-II is the Price Bid only which should contain the price & details of breakup of the trade discount, Packing, forwarding, 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 Annexure given herein.

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 technical specification and quote.									

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



Odisha Power Generation Corporation Limited

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NIT No. ITPS/ (Purchase)/2018-2019 /14 (P) dt.05/06/2018

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)/2018-2019 /14(P) dt.05/06/2018 for supply of said items to ITPS due on 05/07/2018. Your offer should reach this office on or before 05/07/2018 up to 15:00Hrs. Part-I (Technical Bid) shall be opened on same day (05/07/2018) at 15:30 in presence of either the bidder or their authorized representative. Parties who shall qualify in Technical bid shall be intimated to attend on a future date & venue to keep them present in the opening of Price Bid.

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

Assistant General Manager- Purchase



Odisha Power Generation Corporation Limited IB Thermal Power Station

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

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

Dear Sir,

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

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

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

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

City Pin Code

E-mail ID

Permanent Account Number

Telephone/Cell No.....

3. Particulars of Bank :

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

4. Date from which the mandate should be effective :

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold Orissa Power Generation Corporation Ltd responsible. I also undertake to advise any change in the particulars of my account to facilitate 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 IB Thermal Power Station

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 7th Floor, Module – A, Fortune Towers, Chandrasekharapur, Bhubaneswar-751 023 (hereinafter called the “Owner / OPGC” which expression shall unless repugnant to the subject or context include its administrators successors and assigns) having agreed to the price, terms and conditions of Tender and Letter of Intent bearing no. _____ dated _____ issued which has been unequivocally accepted by the Contractor M/s _____ for the work of _____ (hereinafter called the said contract) to accept a performance Guarantee as herein provided for Rs. _____ (Rupees _____ only) from a Nationalized bank in lieu of the security deposit to be made by the contractor or in lieu of the deduction to be made from the contractor’s bills, for the due fulfillment of the terms and conditions contained in the said contract by the said contractor, We the _____ Bank (hereinafter referred to as “the said Bank” and having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified OPGC from time to time to the extent of Rs. _____ (Rupees _____ only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by OPGC by reason of any breach or breaches by the said Contractor of any of the terms and conditions contained in the said contract and to unconditionally pay the amount claimed by OPGC on demand and without demur to the extent aforesaid.

2. We _____ Bank, further agree that OPGC shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by OPGC on account thereof and the decision of OPGC that the said contractor has Committed such breach or breaches and as to the amount or amount of loss, damage, costs charges and expenses caused to or suffered by or that may be caused to or suffered by OPGC from time to time shall be final and binding on us.

3. We the said Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till all the dues of OPGC under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully and properly carried out by the said contractor and accordingly discharges this Guarantee, subject, however, that OPGC shall have no claim under the Guarantee after 90 (Ninety) days from the date of expiry of the Defects Liability period as provided in the said Contract i.e. (Date) or from the date of cancellation of the said contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.

4. OPGC shall have the full liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity, from time to time to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract and either securities available to OPGC and the said Bank shall not be released from its liability under these presents by any exercise by OPGC or of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of OPGC or any indulgence by OPGC to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing the Bank from its such liability.



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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).