



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)/2018-19/41(P) dt.14/03/2019 for supply of 80 watt, 120 watt, 200 watt and 350 watt LED flood light with fitting to IB Thermal Power Station.

Date for Issue of Tender Paper	01.04.2019 to 15.04.2019
Last Date of receipt of Bid	22.04.2019 by 15:00Hrs.
Date of Tender Opening	22.04.2019 at 15:30Hrs
Opening of price bid	To be intimated on later date
Cost of Tender Paper	May be downloaded from our website.
Earnest Money Deposit	Rs16,000.00 (Sixteen thousand only)

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

Assistance General Manager, Purchase

Issued to M/s

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Odisha Power Generation Corporation Limited

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NIT No. ITPS/ (Purchase)/2018-19 /41 (P) dt.14/03/2019

Qualifying Requirement for the Supply of LED light and luminaries:

The bidders should meet the following Qualifying Criteria.

Bidder should be a qualified manufacturer of LED industrial lights and authorized by NICHIA/ OSRAM /LUMILEDS/ CREE to use their LEDs for manufacturing of lights and luminaries. Letter for authorization from NICHIA/OSRAM/LUMILEDS/CREE to use their LEDs for Manufacturing of LED Light and Luminaries to be furnished.

Or

Bidder should be a Dealers or distributors with due authorization from the authorized signatory of a manufacturer as specified above.

- 1) Bidder should have successfully executed one or more similar work of supply *of LED light and luminaries of at least 15.00 Lakh during the last three consecutive financial years**. Copies of work completion certificates and performance reports from the client(s) shall be furnished.

Bidder should have successfully executed the supply of LED luminaries as per following in any one of last three consecutive financial years**

Two work orders of minimum Rs.10.0 Lakh each in which the order of one of the item of similar work of supply* should be minimum Rs.4.0 Lakhs for each order.

- 2) Bidders who have executed similar works of supply* of LED light and luminaries earlier with no adverse report(s) against them with regard to business transactions, delivery, performance and after sales service etc. can participate. The bidder should not have been debarred from supply of quoted items/systems from any of the Central/State Govt. Department/Board/Corporation/ agency/PSUs/Municipalities. Bidder shall submit a self-attested certificate in this context.

Last Three Financial year –

- Following year will be considered for evaluation
 - 1) FY 15-16
 - 2) FY 16-17
 - 3) FY 17-18
- The supply orders received but not executed /completed in the financial year 18-19 will not be considered for evaluation.

- 3) OEM must have the in-house Govt. Approved Lab for the Testing Facility & NABL Accredited Photometric Test for LM79 Report. Any Authorized dealer / stockiest/ Distributor Participating in the tender should submit the above certificate of their concern OEM.



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SPECIAL CONDITIONS OF CONTRACT

1. All luminaries supplied shall be warranted/guaranteed for a period of 3 years from the date of supply against unsatisfactory performance and/or breakdown due to defective design, workmanship of material.
2. The equipment or components, or any part thereof, so found defective during warrantee period shall be forthwith repaired or replaced free of cost, to the satisfaction of the client.
3. Separate performance record of the installed luminaries shall be maintained through the joint inspection of Engineer/Project-in Charge along with the supplier on monthly basis on mutually agreed dates. In case if the supplier representative is not available the report of EIC shall be binding. The complaint shall be conveyed by the Engineer/Project-in-Charge through mail/fax to the supplier under intimation to the EIC and the Nodal Officer on monthly basis.
4. During the warrantee period, supplier shall ensure to repair/ replace the defective systems within 30 days of receipt of the complaint failing which client may impose penalty @ of Rs.50/- per default day. The penalty amount so imposed shall be deducted from the due payment / security deposit available with OPGC.
5. The party has to quote for the luminaries as per the BOQ, however in case if the party quotes for the luminaries with higher wattage the offer will be considered at par with the tender specification.
6. Technical Specification details mentioned in Annexure 1&2 should be filled by the bidder and submitted with the bid document.

7. Payments:

- a) 90% payment shall be released within 30 days of successful completion of supply and subject to submission of guarantee certificate duly certified by the EIC, OPGC.
- b) 10% of the Contract value shall be retained as security deposit which shall be reduced by 2% in each year till the completion of guarantee period of 5 years. Penalty, if any, shall be deducted from the security deposit available with OPGC.



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TECHNICAL SPECIFICATION:

ANEEXURE-I

Sl. No.	Name of item	Technical specification	Quantity in nos.
1	80W LED tube light with fitting	80W LED Flood Light, PDC, Toughened glass, IK05, IP66,100 LM/W, CCT 5700-6500K, CRI>70, with secondary lens Isolated CC driver, with TDS, LM79,LM80,TTC, Front In-house NABL accredited lab, & Short circuit protection, reverse polarity protection, high voltage cut off at 300V±10V, surge protection of 5KV internal & 10kv External, Operating Voltage range (Volts) 150 - 270 VAC Warrantee / Guarantee: 3 Years from the date of Supply against manufacturing defect. Make:- Philips, Bajaj, Crompton , HALONIX, Havel's, Surya,	40
2	120W LED tube light with fitting	120W LED Flood Light, PDC, Toughened glass, IK05, IP66,100 LM/W, CCT 5700-6500K, CRI>70, with secondary lens Isolated CC driver, with TDS, LM79,LM80,TTC, Front In-house NABL accredited lab, & Short circuit protection, reverse polarity protection, high voltage cut off at 300V±10V, surge protection of 5KV internal & 10kv External, Operating Voltage range (Volts) 150 - 270 VAC Warrantee / Guarantee: 3 Years from the date of Supply against manufacturing defect. Make:- Philips, Bajaj, Crompton , HALONIX, Havel's, Surya,	50
3	200W LED tube light with fitting	200W LED Flood Light, PDC, Toughened glass, IK05, IP66,100 LM/W, CCT 5700-6500K, CRI>70, with secondary lens Isolated CC driver, with TDS, LM79,LM80,TTC, Front In-house NABL accredited lab, & Short circuit protection, reverse polarity protection, high voltage cut off at 300V±10V, surge protection of 5KV internal & 10kv External, Operating Voltage range (Volts) 150 - 270 VAC Warrantee / Guarantee: 3 Years from the date of Supply against manufacturing defect. Make:- Philips, Bajaj, Crompton , HALONIX, Havel's, Surya,	45
4	350W LED tube light with fitting	350W LED Flood Light, PDC, Toughened glass, IK05, IP66,100 LM/W, CCT 5700-6500K, CRI>70, with secondary lens Isolated CC driver, with TDS, LM79,LM80,TTC, Front In-house NABL accredited lab, & Short circuit protection, reverse polarity protection, high voltage cut off at 300V±10V, surge protection of 5KV internal & 10kv External, Operating Voltage range (Volts) 150 - 270 VAC Warrantee / Guarantee: 3 Years from the date of Supply against manufacturing defect. Make:- Philips, Bajaj, Crompton , HALONIX, Havel's, Surya,	30



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Tender No.: NIT No. ITPS/ (Purchase)/2018-19 /41 (P) dt.14/03/2019

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

Sl. No.	Techno Commercial Points	OPGCL Needs	To be filled by the bidder
1	Technical Specification as per Tender Enquiry	Accepted/ Not accepted. If not accepted detail deviation and proposal.	
2	Purchase order copies and performance feedback shall be submitted as Credentials	Submitted / Not submitted as per bid requirement.	
3	The Bidder must be a reputed manufacturer / authorized stockiest / authorized dealers/ authorized distributor of offered items	Yes/ No.	
4	Bidder has to submit EMD either in shape of DD or submit in OPGCL account through RTG /NEFT. Vendor shall be submit the copy of RTG /NEFT also send the copy of RTG /NEFT through mail.	Submitted/Not submitted details to be mention	
5	To get the exemption of EMDs party has to make an application to the head of Supply Chain Management (SCM) along with supporting document regarding eligibility of the exemption at least two days before bid submission date.	Yes / No	
6	Price Basis	FOR Destination Ib Thermal Power Station. Parties offering FOR Ex. Works please give the place of works.	
7	Packing & Forwarding charges % or Rs..... in Lumpsum Inclusive/ Exclusive.	
8	Goods & Service Tax (GST) % Inclusive/ Extra/Not applicable.	
9	Transportation Cost	Rs.---- per No./Lump sum. As extra/Inclusive	
10	Transit Insurance % extra/inclusive	
11	Delivery Schedule	Eight weeks Accepted/ Not Accepted	
12	Validity of offer	90 days from the due date of opening date of the Part-1 bid.(Techno Commercial). Accepted/ Not accepted.	
13	The bidder has to accept our payment term mentioned in special conditions of	Accepted/ Not accepted.(in case non	



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	contracts	acceptance loading shall be done)	
14	Acceptance of part order quantity	Yes/ No	
15	Packing material as per OPGCL term to use non asbestos and environmentally friendly material.	Yes/ No	
16	Payment to be made through RTGS mode	Accepted/ Not accepted.	
17	All Bank charges to vendor account	Accepted/ Not accepted.	
18	Tender Notice NIT General Terms & Conditions	Accepted/ Not accepted.	
19	Acceptance to guarantee /warranty clause (3 years onsite)	Accepted/ Not accepted.	

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, 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 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.
6. GST registration number / PAN number must be indicated and submitted the supporting documents.
7. Wherever tenderers have entered into the Rate Contract with DGSD/EPM they will indicate the same in their tender and submit a copy of rate contract as a proof of claim.
8. Illustrated pamphlet/leaflet and drawing indication technical details/Year of manufacture, Maker's Name, Country of Origin etc. must be enclosed with tender.
9. 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.
10. 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.
11. 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.
12. The time given for delivery or dispatch shall commence from the date of receipt of Purchase Order by the contractor/supplier. 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



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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 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 ED and Sales Tax and impose of new duties after scheduled delivery period you shall bear the impact of those levies.

13. The bidders must note that the requisite amount of earnest money (EMD) must be paid in any one of the following form.
 - (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.16, 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.
 - (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)/2018-2019/41 (P) dt.04/03/2019 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

14. **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.**
15. 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.
16. EMD of the unsuccessful bidders shall be returned within 45days of finalization of the tender.
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.



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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. 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.
25. The material supplied shall be guaranteed for any manufacturing defect or bad workmanship for a period of 18 months from the date of supply or 12month from the date of use whichever is less.
26. 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.
27. All disputes or differences arises shall be subject to the exclusive jurisdiction of court within the limit of Jharsuguda.
28. 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.
29. Litigation: All expenses and cost in connection with litigation, if any, will be to vendor account.
30. (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 actors to be used for loading are as mentioned below (if not mentioned specifically in the offer).

P&F charges 2%

Freight 2% WITHIN 300 km

300 Kms. to 500 Kms. 3%

500 Kms. To 1000 Kms. 4%

Above 1000 Kms. 5%

Insurance 0.086%

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



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(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)

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

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

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 & 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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PROFORMA FOR SUMMARY QUOTATION for Price Bid (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.

BIDDERS REF.:

DATE:

Sl No	Description of the materials Equipment Service Item wise	Unit of Measurement	Qty. offered	Unit Rate	Price Basis	Packing & Forwarding charges	GST	Estimated freight /Specify mode of transport	Transit Insurance (specify) rate	Total Price F.O.R. Destination
1	Refer to BOQ under specification									

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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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 /41 (P) dt.14/03/2019 for **“Supply of LED Flood light with fittings to ITPS”** due on dt.22/04/2019. Your offer should reach this office on or before 22/04/2019 up to 15:00Hrs. Part-I (Technical Bid) shall be opened on same day 22/04/2019 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



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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)



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PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE (On Non-Judicial Stamp paper of Appropriate Value) (Applicable to Bid value more than Rs.25 lakh only)

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

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

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

3.0 We do hereby
(Name of Bank)
undertake to pay the amounts due to and payable under this guarantee without any demur, reservation, contest, recourse or protest and/or without any reference to the contractor. Any such demand made by the owner on the Bank shall be conclusive and binding notwithstanding any difference between the owner and contractor or any dispute pending before any court, tribunal or any other authority. The bank undertakes not to revoke this guarantee during the currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the owner discharges this guarantee.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/suppliers shall have no claim against us for making such payment.

4.0 We further agree that the
(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 &



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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 uptoc) 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 Welastly underake not to revoke this
(Name of Bank)
guarantee during its currency except with the previous consent of the OPGC in writing.
Dated theday of200...

9.0 Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs.....(Rupeesonly) and this guarantee is valid upto We shall be released and discharged from all liabilities hereunder unless a written claim for payment under this guarantee is lodged on us within three months from the date of expiry of the guarantee i.e on or before Irrespective of whether or not the original guarantee is returned to us.

The confirmation of this Bank Guarantee is available within our controlling office. The beneficiary in his own interest should obtain such confirmation from the controlling office at the following address

WITNESS with address	For and on behalf of (the Bank)
1.	Signature
2.	Name
	Designation
	Authorisation No.
	Seal of the Bank