



**NOTICE INVITING TENDER**

**NIT No.** ITPS/Purchase/22-23/33(P)

**Date:** 28.10.2022

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

SI	Material Description	Tender Cost (Rs.)	EMD (Rs.)	Delivery Period	Sale of Tender document	Date of receipt & submission /Opening of technical Bid
1.	"SUPPLY OF CABLES"	Not Applicable	42000.00	45 days	19/12/2022 to 05/01/2023 (Hard copy only)	Up to 3:00 PM on 05/01/2023 3:30 PM onwards on 05/01/2023

**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**

- Complete and signed sealed bids in hard copy form only shall be received at SCM Department, ITPS.
- Bids shall be opened at SCM Department, 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**Important: Agenda/ Corrigenda/ Extensions, if any, will be notified on the OPGC website only and will not be published in any other media.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- Purchase**

**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, 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.**

**A. PREPARATION OF BID:**

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

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

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

The techno commercial bid shall consists of the following documents:

- 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.
- Deviation Statement: In normal case no deviation is admissible, However, in case of any deviation, a deviation statement mentioning the clause no and the deviation details to be submitted by the bidder.
- Earnest Money Deposit: A sum of **Rs 42,000.00 (Rupees Forty Two Thousand only)** is required to be submitted as Earnest money deposit for the above tender.  
 The Earnest Money (**Rs 42,000.00**) 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) shall be submitted.
- Unpriced Bid: Bidders must submit the unpriced bid and 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.
- Dully filled proforma for summary quotation( Annexure-I)

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-I I: PRICE BID**

Original price bid dully 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.

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.

**Both the Techno commercial bid and Price bid dully sealed in separate envelope should be sealed and covered with another bigger envelope and 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.**

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

**B. OTHER TERM AND CONDITIONS**

- OPGC will award the contract to the successful bidder whose bid has been found the evaluated lowest i.e. on l-1 basis. The tender will be finalised on the item wise L1 basis or package basis considering the bids received. Firm has to accept part order in case OPGC decides to go for items wise L1 basis Purchase Order.
- 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 cost.

- 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.
- 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.
- 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.
- 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:**

- 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
- Bidders has to follow the general instruction while submitting the price bid.
- **EMD Waival Cluase:** All Micro & Small Enterprises (MSEs) who are registered with DIC/KVIC/KVIB/Coir Board/NSIC/DHH/ Udyog Aadhar Memorandum are eligible to get the 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.
- 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 on submission of requisite security deposit.
- 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.
- Vendors are requested to submit their seal offers at our office by sending through DTDC COURIER / SPEED POST/REGISTER POST/By Person.
- 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.
- 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.**

\*\*\*\*\*

**GENERAL INSTRUCTIONS**

- 1.0 The offer given must remain valid for a period of 180 days from the date of opening of bid.
- 2.0 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.
- 3.0 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.
- 4.0 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 its specification.
- 5.0 Destination means central stores, ib thermal power station, banharpali.
- 6.0 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.
- 7.0 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.
- 8.0 Warranty will be minimum of 36 months from date of receipt of material at site.warranty & test certificate has to be provided along with material.
- 9.0 The undersigned reserves the right to accept/reject any or all the tender without assigning any reason thereof.
- 10.0 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.

**11.0 (a) preparation of comparative statement**

Vendor should note following, loading factors to be used by opgc during evaluation process in case the same has not been considered during offer submission.

p&f charges	2%	
freight less than 300 kms	3%	
300 kms. To 500 kms.		4%
500 kms. To 1000 kms.		5%
above 1000 kms.		6%
insurance		0.086%

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

**(b) payment terms loading**

1.5% per month (wherever parties have quoted 100% through bank/advance against our standard and payment terms of bid documents)

In case of payment through bank loading for a period 30 days and in case of advance payment along with p.o. the loading for the period of delivery period plus 30 days, may be taken. In case of 90% through bank & balance 10% within 30 days after receipt and acceptance of materials. Loading factor will be 1.5\*0.9= 1.35%. Accordingly, for other payment terms loading factors will be calculated.

**12.0 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)

**13.0 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 weightment 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 account 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 weightment by opgc.

**14.0 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.

**15.0 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.

**16.0 Security deposit**

The bidder shall submit security deposit i.e. 05% of the p.o. basic value in shape of dd/irrevocable bank guarantee valid for six month/up to delivery period whichever is later plus 2-month claim period from a nationalized/scheduled bank executed on non-judicial stamp paper of appropriate value towards execution of the contract. Security deposit shall be released after supply is complete. If the supplier fails or regrets to observe or perform any of his obligations under the contract, it shall be lawful for the purchaser to forfeit either in whole or part, in his absolute discretion, the security-deposit furnished by the supplier. The forfeiture of security deposit shall be without prejudice to the right of the purchaser to recover any further amount of any liquidated and / or other damages, undue payment or over payment made to the supplier under this contract or any other contract.no claim of the supplier shall be entertained against the purchaser either in respect of interest or depreciation in the value of security deposit. Security deposit is to be submitted within 15 days of placement of loi/po.

**17.0 Performance bank guarantee:** performance bank guarantee valid for a period of 15 months (12 months + 03 months grace period) from the receipt of materials or 12 months from the date of use shall be submitted by firm for performance of the equipment or spares supplied by the successful bidder.

**18.0 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.

**QUALIFICATION CRITERIA**

1. The Bidder must be a Manufacturer or their Authorized dealer/Stockiest of the materials. Authorization certificate/ Dealership agreement forwarded by manufacturer etc. shall be submitted as a documentary proof.
2. The bidder must indicate the make/manufacturer & items quoted in the unpriced bid format enclosed in the tender document as per the make list provide for the tender.
3. Bidder must confirm to supply as per technical specification as stipulated in the tender document (Self-declaration on your letter head to be submitted).
4. Must submit copy of PAN & GST registration along with the technical bids.
5. In case the bidder is registered under MSME/NSIC copy of certificate to be submitted in the techno commercial bid.
6. Vendor should be in sound financial condition with good working capital & should be able to undertake supplies of the items. Annual average turnover of the vendor should not be less than Rs 25.00 Lakhs in the last 3 years (2019-20; 2020-2021,2021-2022).
7. Purchase Order copy of supply of the said items should be submitted as below:  
One Order copy of 20 lakhs & above / Two Order Copy of 15 Lakhs & Above / Three Order copy of 12 lakhs & above in last Five Years.

Notwithstanding anything stated above, OPGC reserves the right to assess the capability and capacity of the Bidder to perform the contract, Limit the restriction or accept the bids of reputed (Branded) manufactures/vendors should the circumstances warrant such an assessment in the overall interest of OPGC.

GM- (Purchase)

TECHNICAL SPECIFICATION & PRICE BID/BOQ FORMAT

(Make: Polycab,Universal,Finolex,KEI,Gupta Only)

sn	Short Description	Specification	Qty	Uom
1	11kV,1C x 500 Sq.mm Cable	1 core, 500sqmm, compact circular Aluminium Conductor,Voltage level;11KV, XLPE Armoured, Insulation Screened with Extruded Semiconducting Compound followed by Copper Tape Screen,IS: 7098/II	2300	M

**NOTE:** GST EXTRA AS APPLICABLE (% TO BE INDICATED ALONG WITH HSN CODE).

1. **Delivery Period & LD Charges:** The material Shall be delivered within 45 days from the LOI / PO Date, 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.

2. **Special conditions :**  
 a. The item rates shall be firm during the PO delivery period, irrespective price fluctuations of various commodities or labour rates or any other rate linked to the supply of the material.  
 b. The supply material shall be covered against warranty for a period of 36 months from the date of supply. The defective material shall be repaired / replaced at cost free basis to the purchaser.  
 c. The successful bidder shall take exact dimensions from site to avoid any fitment issue.

3. **Payment Terms:**

**SUPPLY:** 90% of basic price with full taxes and duties will be paid within 30 days of receipt and verification of materials at our site. Balance 10% will be released within 90 days after submission of Performance Bank Guarantee of equivalent amount till the guarantee period i.e 18 months from the date of supply or 12 months from the date of supply use whichever is later with an additional validity of 03 months as claim period.

4. **Performance Bank Guarantee:** Performance bank guarantee in the attached format at annexure-II for the above supply will be submitted within 90 days of receipt and acceptance of material at site which will be valid for a period of 18 months from the date of supply of the material

5. **Address for Communication:**

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

**ANNEXURE-I**

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

Tender No.: ITPS/ (Purchase)/2022-2023 /33(P) Date: **28/10/2022**

Sl. No.	Techno Commercial Points	OPGCL Needs	To be filled by the bidder
1	Technical Specification as per Tender Enquiry	Accepted/ Not accepted. If not accepted detail deviation and proposal.	
2	Credentials as per Qualifying requirement	Submitted / Not submitted as per bid requirement.	
3	The Bidder must be a reputed manufacturer/ authorised dealer/ stockiest of the preferred makes , financial capability and have supplied such items to other Industrial concerns of repute.	Yes/ No.	
4	All Tests to be carried out as per the bid document	Yes/ No.	
5	Bidder has to submit requisite EMD either in shape of DD payable on State Bank of India (Code No. 9510) Banharpali/Central Bank of India, Ib Thermal Power Station (Code-0283899)/ Andhra Bank, Adapada(Code-0662), Ib Thermal Power Station, Banharpali, Jharsuguda in favour of Odisha Power Generation Corporation Limited.	Submitted/Not submitted details to be mention	
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	GST in %	..... % Inclusive/ Extra/Not applicable.	
9	Transportation Cost	Rs.---- per No./Lump sum. As extra/Inclusive	
10	Transit Insurance	..... % extra/inclusive	
11	Odisha Entry Tax	.....% inclusive/Extra	
12	Delivery Schedule	<b>45days Accepted/ Not Accepted</b>	
13	Validity of offer	180 days from the due date of opening date of the Part-1 bid.( Techno	

		Commercial). Accepted/ Not accepted.	
14	Liquidated damage clause is applicable if delivery is delayed beyond quoted delivery date @0.5% per week/part of week subject to 05 %of PO value.	Accepted/ not accepted. Non acceptance shall lead to rejection of your bid	
15	The bidder has to accept our payment terms as per NIT.	Accepted/ Not accepted.(in case non acceptance loading shall be done)	
16	Acceptance of part order quantity	Yes/ No	
17	Packing material as per OPGCL term to use non asbestos and environmentally friendly material.	Yes/ No	
18	Payment to be made through RTGS mode	Accepted/ Not accepted.	
19	All Bank charges to vendor account	Accepted/ Not accepted.	
20	Tender Notice NIT General Terms & Conditions	Accepted/ Not accepted.	
21	Acceptance to guarantee clause	Accepted/ Not accepted.	
22	List of Deviation statement from tender norms.	Submitted/ Not submitted	

Authorised Signatory:

Name of the firm:

Designation:

Company Seal:

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

To,  
Odisha Power Generation Corporation Ltd.,  
1b Thermal power station,  
Banharhali,  
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)

- Name of the Party: .....
- 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 update of records for purpose of credit of amount through internet / RTGS / NEFT.

Place: \_\_\_\_\_  
Date : \_\_\_\_\_ Signature of the Party / Authorized Signatory

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

Bank's Stamp: Date: \_\_\_\_\_ (Signature of the Authorized Official from the Banks)

**PROFORMA FOR BANK GUARANTEE IN LIEU OF DD FOR EARNEST MONEY**  
(On Non-Judicial stamp paper of appropriate value)

Ref:  
Date:  
Bank Guarantee  
No.

To  
Odisha Power Generation Corporation Ltd.,  
1b Thermal Power Station, At/Po-  
Banharhali, 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) \_\_\_\_\_ (Signature) \_\_\_\_\_  
Name \_\_\_\_\_ Name \_\_\_\_\_

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

**PROFORMA OF BANK GUARANTEE FOR MATERIAL 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, Chandrasekharpur, Bhubaneswar-751023, Odisha herein-in after called the "Owner" which expression shall unless repugnant to the subject or context include its successor & assignees) having awarded to M/s \_\_\_\_\_ with its Registered/Head office at \_\_\_\_\_ here-in after referred to as the "Contractor" which expression shall unless repugnant to the subject or context include its successor, executors & assignees) a contract by issue of Owner's Letter of Intent No. \_\_\_\_\_ dt. \_\_\_\_\_ and the same having been unequivocally accepted by the contractor resulting in a contract bearing No. \_\_\_\_\_ dated \_\_\_\_\_ valued at Rs. \_\_\_\_\_ for \_\_\_\_\_ and the contractor having agreed to provide a contract performance (Scope of work) Guarantee for the faithful performance of the entire contract equivalent Rs. \_\_\_\_\_ 10% (ten percent) of the said value of the contract to the owner for satisfactory performance of the equipment/materials supplied (as detailed in the said agreement) during the Guarantee period (as detailed in the said agreement) and for the due fulfillment by the contractor(s) of the terms and conditions contained in the said agreement.

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

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

further agrees that the guarantee herein contained shall continue to be enforceable till the owner discharges this guarantee.

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

4.0 We \_\_\_\_\_ further agree that the  
(Name of Bank)  
guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all dues of OPGC have been fully paid and its claims satisfied or discharged until OPGC certifies that the terms & conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5.0 We \_\_\_\_\_ further agree with the  
(Name of Bank)  
OPGC that OPGC have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the OPGC against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, postponement or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the OPGC or any indulgence by the OPGC to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6.0 This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the contractor(s)/suppliers(s).

7.0 Notwithstanding anything contained herein a)Our liability under this bank guarantee shall not exceed Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_] b) This bank guarantee shall be valid upto \_\_\_\_\_ c) We are liable to pay the guaranteed amount or any part thereof under this B.G only and only if the beneficiary/Govt. serves upon the bank a written claim or demand on or before \_\_\_\_\_

8.0 We \_\_\_\_\_ lastly undertake not to revoke this  
(Name of Bank)  
guarantee during its currency except with the previous consent of the OPGC in writing.

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

9.0 Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs.....(Rupees.....only) and this guarantee is valid upto ..... We shall be released and discharged from all liabilities hereunder unless a written claim for payment under this guarantee is lodged on us within three months from the date of expiry of the guarantee i.e on or before ..... Irrespective of whether or not the original guarantee is returned to us. The confirmation of this Bank Guarantee is available within our controlling office. The beneficiary in his own interest should obtain such confirmation from the controlling office at the following address

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