



# Odisha Power Generation Corporation Limited IB Thermal Power Station

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

Tel. 06645-289354 / 289355 / 289356, Fax: 06645- 289355.

E mail: [purchase@opgc.co.in](mailto:purchase@opgc.co.in); [bkmishra@opgc.co.in](mailto:bkmishra@opgc.co.in); [manoj.naik@opgc.co.in](mailto:manoj.naik@opgc.co.in) ;

SAFE & CLEAN POWER IS OUR COMMITMENT

AN ISO-14001; OHSAS-18001 ORGANIZATION

Tender documents against

**NIT No. ITPS/ (Purchase)/2021-22 /25 (P) dt.23.11.2021**  
**For supply of different structural steel items to IB Thermal Power Station.**

Date for Issue of Tender Paper	30.11.2021 to 07.12.2021
Last Date of receipt of Bid	07/12/2021 up to 15.00 hrs. at our office
Opening of techno commercial bid	07/12/2021 at 15.30 hrs
Opening of price bid	To be intimated later on
Cost of Tender Paper	Free of cost from the under mentioned office. May be downloaded from our website.
Earnest Money Deposit	Rs.20,000.00 ( Twenty thousand only)

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

AGM (Purchase)

Issued to M/s .....

.....

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# Odisha Power Generation Corporation Limited IB Thermal Power Station



ODISHA POWER GENERATION CORPORATION LIMITED  
IB THERMAL POWER STATION  
At/PO: BANHARPALI, DIST: JHARSUGUDA – 768 234 (ODISHA)  
Telephone; 06645-289354/356 . Telefax: (06645) 289 355 ,  
Email:purchase@opgc.co.in;bn.das@opgc.co.in;bkmishra@opgc.co.in;

## **NOTICE INVITING TENDER**

One bid system Sealed bids / Password Protected mail offer in the prescribed format are invited for supply of the following item to IB-Thermal Power Station, Banharpali as per the tender terms & conditions stipulated in the tender documents.

<b>Tender No.</b>	<b>Description</b>	<b>Bid Sale / Issue date</b>	<b>Bid receipt / Opening</b>	<b>Bid Type</b>
<b>NIT No. ITPS/ (Purchase)/2021-22 /25 (P) dt.23.11.2021</b>	<b>Supply of structural steel items to IBTPS</b>	30/11/2021 to 07/12/2021	07/12/2021/ 07/12/2021	<b>Single Bid</b>

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

- **In case bid is submitted through password protected mail offer, Password for the offer should not be submitted with the mail. The password should be provided on the due time and date or extended due date and time of opening of tender.**

**Tender Document will be available free of cost as per schedule mentioned up to 15:00 Hrs. from the office of the AGM (Purchase), ITPS, Banharpali, Jharsuguda. Detailed NIT is also available at our website [www.opgc.co.in](http://www.opgc.co.in). Any amendment and corrigendum to this NIT shall be posted in OPGC web page only.**

**Intending Firms/Bidders 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),**



# Odisha Power Generation Corporation Limited IB Thermal Power Station

## NIT No. ITPS/ (Purchase)/2021-22 /25 (P) dt.23.11.2021

Odisha Power Generation Corporation Limited (an ISO-14001:OSHAS-18001 and a leading dividend paying company in the state of Odisha) invites Sealed bids in One **parts (Techno-commercial Part-I & Price Bid Part-II)** in an envelope super scribing the tender No. from bonafide manufacturers/Authorised stockiest/dealers/distributor/ traders for supply of following items to 2 x 210 MW, IB Thermal Power Station.

### PART-I (TECHNO-COMMERCIAL BID)

#### QUALIFYING CRITERIA:

- (i) Vendor must be manufacturer/authorized stockiest/dealer/distributor/trader and shall submit valid documents in support of the same in the cases of stockiest/dealers/distributors/traders.
- (ii) Vendor shall submit requisite EMD either in the shape of DD/PBG in the format as prescribed/ through NEFT or RTGS.
- (iii) Bidder shall submit photo copy of PAN & GST registration certificate.

#### (A) SPECIFICATION:

Specification along with the BOQ of different structural items are as given below at ANNEXURE-I. Conforming to IS – 1239/3589 standard shall be supplied.

#### **-: ANNEXURE-I:-**

Sl. No.	Item Description	Specification	Qty.
1	ISMB 300 X 140 MM	Size: 300x140mm	1.5MT
2	ISMB 200X100 MM	Size: 200x100mm	2.5MT
3	ISMB 150 X 75 MM	Size: 150 x 75 mm	2.5MT
4	ISMC 100X 50 MM	Size:100x50mm	4.0MT
5	ISA 75X75X8MM	Size – 75 x 75 x 8 mm, IS – 2062, Grade – B	3.0MT
6	CHEQUERED PLATE 6 MM	Chequered Plate Size: 6mm, Make SAIL	25MT
7	ERW MS Pipe 32 mm dia.	ERW MS PIPE, Size-32mm Dia. Pipe size: 32mm NB x 4mm Thickness. MOC: Mild Steel. Grade: Heavy (C Class) confirming to IS: 1239 (part 1) 2004, equivalent to BS: 1387/1985.	200M

Make – SAIL/ RINL /TATA/JINDAL/ ESSAR for Angle

Make – SAIL/TATA/JINDAL/RINL/ESSAR for Beams

Make – SAIL / TATA/JINDAL/RINL/ESSAR for pipes.

**Quantity tolerance shall be allowed + / - 05 % in mtr and MT.**

#### (B) Terms & Conditions of Supply

01. Quality: The material to be supplied should be new, free from all flaws, good finish and should be as per technical specification.
02. Quantity: The quantity indicated is provisional and subject to change at the time of order.



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03. Price: The net price offered shall be on the basis of delivery F.O.R, IB Thermal Power Station site (our site). Packing, forwarding, freight & insurance shall be shown separately. Loading will be done by vendor at their site and unloading will be done by OPGC at IB TPS site.
04. Taxes & Duties: GST & other statutory levies should be separately indicated.
05. Despatch: The consignment shall be despatched to IB Thermal Power Station to the consignee on door delivery and freight paid basis.
06. Validity: The price quoted should remain valid for a period of 30 days w.e.f. date of opening of Bid.
07. Delivery: Delivery of the materials shall be completed within 30 days from the date of issue of LOI/PO.
08. Standard: The material to be supplied shall be strictly as per relevant IS. The supplier must fulfil all the statutory requirements.
09. Testing: Metallurgical Test Report from govt. Approved /OEM laboratory to be submitted along with the supply. OPGCL may incorporate any other testing or inspection if required at your cost.
10. EMD: EMD in shape of DD payable on State Bank of India (Code No. 9510)/Central Bank of India, IBTPS Banharpali (Code No. 0283899/ Andhra Bank, Adapada (Code-0662), IB Thermal Power Station, Banharpali, Jharsuguda in favour of Orissa Power Generation Corporation Limited. Otherwise EMD can also be submitted 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, IBTPS Banharpali – 2062780721. Account number of Andhra Bank, Adapada - 066211011000005 (Code-0662). Offer may not be considered without EMD.
- NB: Vendor must mention EMD towards TE No.- ITPS/ (Purchase)/2021-22 /25 (P) dt.23.11.2021 while making the NEFT/RTG. Vendor must furnish their Bank details with cancelled Bank cheque, PAN number, GST Number, UTR Number and also the name of Bank to which the EMD amount is credited for easy tracking of the deposits. PBG in lieu of EMD as per the format at ANNEXURE-III shall be acceptable.**
11. Security Deposit: EMD will be converted into Security Deposit. Security deposit shall be released after supply is completed successfully.
12. Payment: 100% payment will be released within 30 days of receipt & acceptance of material at our site against submission of bills & other relevant documents.
13. Guarantee: The merchantability & fitness of the material, chemical composition and performance should be guaranteed against any manufacturing defect for a period of 12 months from the date of use or 18 months from the date of supply whichever is earlier.
14. Material test certificate produced by manufacturer shall be provided by the supplier along with the supply of materials.
15. Tax Document: Bidders shall be required to furnish the Photocopy of valid PAN & GST registration certificate.
16. Company price list and recent PO copies of other customer in support of price justification shall be submitted along with offer.
17. Valid authorization certificate must be enclosed along with offer in case of dealer / distributor / stockiest.
18. Bank Mandate form to be submitted to make your payment through RTGS/ NEFT.
19. Penalty: If the materials shall not be delivered within stipulated date, penalty @0.5% of the value of the material not delivered per week of delay or part thereof, subject to maximum 5% of total value, shall be deducted. In case the materials are not supplied as per schedule M/s OPGCL reserves the right to procure from open market and recover the extra expenditure incurred from you. In case



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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.

20. Loading: Loading of different factor of commercial terms will be done if the offer is not submitted in line with our tender.
21. Deviations: Deviations from the tender details to be clearly mentioned or else it will be assumed that the parameters in the tender enquiry are accepted.
22. **Participation in E-Reverse Auction(E-RA):** Bidders are to give their acceptance for participating in Reverse Auction for finalization of price bid for placement of order based on Reverse Auction/Sealed Price Bid/ combination of both Reverse Auction and Sealed Price Bid. [NB: OPGC reserves the right to go for reverse auction instead of opening sealed envelope price bid submitted by the bidder. This will be decided after techno-commercial evaluation of the bids and only the technically qualified bidders shall be eligible for participating in the Reverse Auction as per the terms & conditions there in at Annexure-II for **"RULES AND REGULATIONS OF THE E-REVERSE AUCTION"**. ] Non acceptance to participate in Reverse Auction may result in non-acceptance of bids in the event of OPGC decides to go for Reverse Auction (E-RA). In the event of such decision, the bidders shall have to deposit requisite non-refundable Transaction Fees for e-Reverse Auction to the account of MSTC Limited directly.

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

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

23. **Jurisdiction of Court:** All or any differences or disputes arising out of or related to this order shall be decided by Courts in Jharsuguda under Odisha High Court only.

AGM, Purchase



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**NIT No.- ITPS/ (Purchase)/2021-22 /25 (P) dt.23.11.2021**

**-: ANNEXURE-II:-**

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

<b>Buyer's Name/Owner</b>	Ib Thermal Power Station (A Unit of Odisha Power Generation Corporation Limited)
<b>Auction To Be Conducted By</b>	MSTC Limited
<b>Name of the work</b>	
<b>Reference</b>	
<b>Date &amp; Time Of Auction</b>	Auction Date: [To be intimated later] Online e-Reverse Auction Time : [To be intimated later] URL: <a href="http://www.mstcecommerce.com/eprochome/opgc">www.mstcecommerce.com/eprochome/opgc</a>
<b>Special Instructions</b>	Bidding in the last minutes and seconds should be avoided in the bidders own interest. Neither the Service Provider nor OPGC will be responsible for any lapses /failure on the part of the vendor, in such cases.
<b>Auto Extension of Closing Time</b>	5 minutes NB: If any bidder quotes 5 minutes before closing time, the closing time will be extended automatically for another 05 minutes and so on till 05 minutes idle time between the bids.
<b>Decremental Value</b>	Decremental value shall be as per MSTC guide line.
<b>Start Price</b>	The start price shall be confirmed before start of the e-RA and the same should be the estimated price as decided by OPGC.

1. For the proposed e-Reverse Auction, techno-commercially qualified bidders only shall be eligible to participate.
2. Bidders must be a registered user to bid for Buyer ("OPGC") in MSTC portal [www.mstcecommerce.com/eprochome/opgc](http://www.mstcecommerce.com/eprochome/opgc). Bidders need to have their Login ID and Password prior to e-Reverse Auction.
3. Bidders have to participate as per the e-Reverse Auction time and date communicated to them & based upon e-Reverse Auction invitation for particular Auction.
4. Quotation once submitted through e-Reverse Auction cannot be withdrawn /deleted. Otherwise, the EMD submitted by the bidder shall stand forfeited.
5. Buyer reserves the right to ban the bidder from participating in e-Reverse Auction without any explanation/reason at any stage of e-Reverse Auction.
6. Buyer reserves the rights to extend / cancel the e-Reverse Auction.
7. E-Reverse Auction shall be conducted in Indian Rupees only.
8. All prices submitted by Bidder in e-Reverse Auction shall be as per Tender's Terms & Conditions.
9. Validity of bids: As mentioned in Tender Document.



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10. Written Confirmation shall be taken in advance regarding participation in the e-Reverse Auction to buyer along with the Authorized person name and details.
11. Buyer reserves the right to award the Purchase Order / Service Order as per buyer's discretion irrespective of Live Auction Rank.
12. Buyer reserves the right to repeat the e-Reverse Auction of same package.
13. **After completion of e-Reverse Auction, OPGC shall open the manual price bids submitted during tendering. The lowest evaluated bid of all the bids submitted in manual and e-Reverse Auction process shall be considered for award of the Purchase order / Work order.**
14. The bidders shall quote from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.
15. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, OPGC at its own discretion shall debar the bidder from the e-Reverse Auction/Tender and future participation also.
16. OPGC reserves the right to cancel the e-Reverse Auction process/ tender at any time, before ordering, without assigning any reason and may go for manual opening of price bids as per standard practice.
17. OPGC shall not be liable for any interruption or delay in accessing the MSTC portal irrespective of any cause. In such cases, the decision of OPGC shall be binding on the bidders.
18. Other terms and conditions shall be as per NIT, bidder's techno-commercial Bid and other latest correspondences/ final confirmations, (if any) against the NIT.
19. If any item is not quoted by a bidder, the maximum price quoted by the other participated bidders for that item shall be considered for arriving evaluated price of that bidder.
20. The total L1 Price obtained through e-Reverse Auction shall be proportionately distributed among each line item inline with the price quoted w.r.t. each year and evaluated in the hard copy price bid.
21. The price quoted in e-Reverse Auction is the total price for three years for all the items and quantity as per Price Schedule of NIT irrespective of any omission by the bidder in the hard copy price bid.
22. In case, the L1 Bidder in e-Reverse Auction and manual Tender happens to be the same bidder, then minimum price among both shall be considered as L1. If the bidder disagrees to accept the said condition, then his EMD shall be forfeited. Apart from this the bidder will be debarred from participating in future e-Reverse Auction/Tender of OPGC.
23. Each Bidder shall get the final loading factor (%age of the quoted price) from OPGC before e-Reverse Auction for the deviations, if any, taken by them in the techno-commercial bid.
24. The Price quoted in the e-Reverse Auction shall be inclusive of all applicable taxes, duties and levies, deviations considering the loading factor (got from OPGC/Tender Condition as mentioned in above clause) on his quoted price. However, the service tax shall be paid extra as applicable and not included in the loading factor as well as total price.

### UNDERTAKING

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

**Signature:**

**Name:**

**Date:**



Odisha Power Generation Corporation Limited  
IB Thermal Power Station

**Company Name:**

**Seal:**





# Odisha Power Generation Corporation Limited

## IB Thermal Power Station

**NIT No.- ITPS/ (Purchase)/2021-22 /25 (P) dt.23.11.2021**

### **PART-II (PRICE BID)**

**Part-II** is the Price Bid only which should contain the price & details of breakup of the trade discount, Packing, forwarding, GST, freight, insurance. Supervision and Installation Charges, Third party inspection charges etc.

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

BIDDERS REF.:

DATE:

<i>Sl. No.</i>	<i>Description of the materials Equipment Service Item wise</i>	<i>UOM</i>	<i>Qty. offered (I)</i>	<i>Unit Rate (II)</i>	<i>Price Basic (III)</i>	<i>Packing &amp; Forwarding charges (IV)</i>	<i>GST (V)</i>	<i>Estimated freight/Specify mode of transport (VI)</i>	<i>Transit Insurance (specify rate also) (VII)</i>	<i>Total price F.O.R. Destination [(III)+(IV)+(V)+(VI)+(VII)]</i>
1	Refer technical details in Annexure-I									

- (a) Deviation in tech. Specification- YES OR NO/ if yes details of the same.
- (b) 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)/2021-22 /25 (P) dt.23.11.2021**

Your offer should reach this office on or before 07/12/2021 up to 15.00 hrs. Bid shall be opened on 07/12/2021 (same day) at 15.30 hrs in presence of either the bidder or their authorized representative.

The EMD of unsuccessful bidders shall be returned within 45 days of order placement. Bids not submitted in sealed envelope are liable to be rejected. E-Mail offer is not acceptable to us.

Offers received late due to postal or courier delay shall not be entertained. The bidders at their own interest should ensure delivery of the bid well in advance. If the bid opening date falls on declared Holiday, the bid shall be opened in the next working day at the same time.

Bidders are requested to send their seal bid through register post or speed post in our address. Any bidders chose to send their bid through courier; they are requested to send through postal service or submit by hand directly.

M/s OPGCL reserves the right to accept, reject all or any bid & can split among the bidders without assigning any reason thereof.

AGM, Purchase



# Odisha Power Generation Corporation Limited

## IB Thermal Power Station

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

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

Dear Sir,

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

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

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

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

2. Address of the Party .....

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

E-mail ID .....

Permanent Account Number .....

Telephone/Cell No.....

3. Particulars of Bank :

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

4. Date from which the mandate should be effective :

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

Place:

Date :

Signature of the Party / Authorized Signatory

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

Bank's Stamp:

Date:

(Signature of the Authorized Official from the Banks)



# Odisha Power Generation Corporation Limited

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

Ref: Date:  
Bank Guarantee  
No.

To  
Odisha Power Generation Corporation Ltd.,  
Ib Thermal Power Station,  
At/Po- Banharpali,  
Dist-Jharsuguda-768234.

Dear Sir,

In consideration of Odisha Power Generation Corporation having its Registered office at 7th.Floor, Zone – A, Fortune Towers, Chandrasekharpur, Bhubaneswar-751 023 (hereinafter called the "Owner" which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Tender Specification Against NIT No. \_\_\_\_\_ dt. \_\_\_\_\_ to M/s \_\_\_\_\_ having its Registered / Head office at \_\_\_\_\_ (hereinafter called the Bidder) who wishes to participate in the said tender for and you, as a special favour, have agreed to accept an irrevocable and unconditional Bank Bid Guarantee for an amount of Rs. \_\_\_\_\_ valid up to \_\_\_\_\_. On behalf of the Bidder, as a condition for participation in the said tender.

We, the \_\_\_\_\_ Bank incorporated under \_\_\_\_\_ law and having one of our branches at \_\_\_\_\_ and having our Registered office/Head office at \_\_\_\_\_ do here by unconditionally and irrevocably guarantee and undertake to pay to the "Owner" immediately on demand without any demur reservation, protest, contest and recourse to the extent of the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). Any such claim/demand made by the said "Owner" on us shall be conclusive and binding on us irrespective of any dispute or differences raised by the Bidder. This guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s \_\_\_\_\_ on whose behalf this guarantee is issued.

We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the owner in writing and agree that any change in the constitution of the said tenderer or the said Bank shall not discharge our liability. In witness where of the Bank, through its authorised officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Witness:  
(Signature)

\_\_\_\_\_  
Name

(Signature)

\_\_\_\_\_  
Name

\_\_\_\_\_  
(Designation with Bank stamp)  
Official Address

Attorney as per Power of Attorney

No. \_\_\_\_\_  
Date \_\_\_\_\_



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

(On Non-Judicial Stamp Paper of appropriate value)  
(Applicable to Bid value more than Rs.25 lakh only)

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

In consideration of the Odisha Power Generation Corporation Ltd. (Ib Thermal Power Station) having registered office at 7th.Floor, Module – A, Fortune Towers, Chandrasekharpur, Bhubaneswar-751 023 (hereinafter called the "Owner / OPGC" which expression shall unless repugnant to the subject or context include its administrators successors and assigns) having agreed to the price, terms and conditions of Tender and Letter of Intent bearing no. \_\_\_\_\_ dated \_\_\_\_\_ issued which has been unequivocally accepted by the Contractor M/s \_\_\_\_\_ for the work of \_\_\_\_\_ (hereinafter called the said contract) to accept a performance Guarantee as herein provided for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only ) from a Nationalized bank in lieu of the security deposit to be made by the contractor or in lieu of the deduction to be made from the contractor's bills, for the due fulfilment 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



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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.

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 \_\_\_\_\_

Authorisation No. \_\_\_\_\_

Date and Place \_\_\_\_\_

Bank's Seal \_\_\_\_\_

NOTES:

FOR PROPRIETARY CONCERNS:

Shri \_\_\_\_\_ S/o \_\_\_\_\_ resident \_\_\_\_\_ of \_\_\_\_\_ carrying on business under the name and 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 1.01 FOR PARTNERSHIP CONCERNS

M/s \_\_\_\_\_ a partnership firm with its office \_\_\_\_\_ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include their heirs, executors, administrators and legal representatives); the names of their partners being (I) Shri \_\_\_\_\_ S/o \_\_\_\_\_ (II) Shri \_\_\_\_\_ S/o \_\_\_\_\_ etc.

**Section 1.02**

Section 1.03 FOR COMPANIES

M/s \_\_\_\_\_ a company registered under the Companies Act, 1956 and having its registered office in the state of \_\_\_\_\_ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include its administrators, successors and assigns).