



ODISHA POWER GENERATION CORPORATION LIMITED
(A Government Company of the State of Odisha)

Open Tender

Bid document for the supply of Model UPST VRLA Battery, 2V/300AH

Tender Ref No: 1100010982

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A. SCHEDULE FOR TENDER

Tender Ref No: 1230000093

Last date for bid submission	Bid Opening timeline
Date: 25.05.2026	Date: 26.05.2026
Time: 15:00 hrs	Time: 15:30 hrs

EMD: Not Applicable

B. INSTRUCTIONS TO BIDDERS (ITB)

- 1.1 **Scope of Work:** Supply of Model UPST VRLA Battery, 2V/300AH as per ANNEXURE-I.
- 1.2 **Qualifying Criteria:** Bidder must meet all the qualifying criteria in the ANNEXURE II and submit all relevant documents, failing which the bid shall be rejected.
- 1.3 The Bidders intending to participate in this tender are required to register on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in.) This is a one-time activity for registering on the Government website. During registration, the Bidders will be required to attach a Digital Signature Certificate (DSC) to the Bidder's unique user ID. The DSC used should be of appropriate class (Class II or Class III) issued by a registered Certifying Authority. The registration of Bidders on the portal shall be free of cost. The registration shall be in the name of the Bidder, whereas the DSC holder shall be the duly authorised signatory of the Bidder.
- 1.4 The e-tendering process shall be held on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in). All the steps involved, starting from the hosting of tenders till determination of the Preferred Bidder, shall be conducted online on the eprocurement portal.
- 1.5 The bids are to be submitted online in two parts, i.e. **Techno-Commercial Bid and Price Bid** on the portal. Techno-Commercial Bid includes, but not limited to signed bid document (unpriced), technical details, drawings, past experience credentials, commercial terms, and Price bid includes price of materials with applicable GST rate and HSN.
 - 1.3.1 Techno-Commercial Bid shall be in compliance with the Scope of work/ technical specifications/ drawings as per BOQ, and Commercial terms are quoted on a FOR destination basis. Bidder must submit a signed and sealed copy of this tender document as part of the Techno-Commercial Bid.
 - 1.3.2 Price bids are quoted in Indian Rupees inclusive of all charges on FOR basis and excluding GST. Provide GST rate and applicable HSN for the respective items in the available BOQ excel sheet.
- 1.6 The Bidder will have to accept unconditionally the online user portal agreement which contains the acceptance of all the terms and conditions including commercial and general terms and conditions and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible Bidder. No conditional bid shall be allowed/accepted and will be rejected outright.
- 1.7 **Log on to e-procurement portal:**

The Bidders have to log onto the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in) and then search for Odisha Power Generation Corporation (S.No-37) under "Tenders by Organisation" and then select the required active tender from the "Search Active Tender" option. Then the submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
- 1.8 **Uploading of the Techno-Commercial Bid and the Price Bid:**
 - 1.8.1 The Bidders have to upload the required Techno-Commercial Bid and the Price Bid, as mentioned in the tender document OPGC will not be responsible for any internet issues.

Therefore, the bid shall be submitted much before the bid due date and time. No complaint shall be entertained by OPGC regarding internet issues or the last date of submission of bids.

1.8.2 Payment of Tender Paper Fee and EMD: (Not Applicable)

Tender Paper Fee and EMD shall be paid using a single banking transaction. The Bidders have to select and submit the bank name as available in the payment options. A Bidder shall make electronic payment using his/her internet banking enabled account with designated banks or their aggregator banks. The payment gateways of the designated bank (SBI Bank) are integrated with the e-procurement portal. A Bidder having account in other banks can make payment using NEFT/RTGS facility of designated banks. Online NEFT/RTGS payment can be done using internet banking of the bank in which the Bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.

1.9 Ernest Money Deposit (EMD): (Not Applicable)

The EMD shall be in the shape of a Demand Draft/Pay Order/Bank Guarantee (BG shall be valid for 06 months) in favour of “ODISHA POWER GENERATION CORPORATION LTD” payable at State Bank of India (Code-9510)/Central Bank of India, Banharpali (Code-0283899)/ Union Bank of India, Adapada (Code-806625), Ib Thermal Power Station, Banharpali, Jharsuguda.

1.9.1 Bidder has to upload a scanned copy/proof of the DD along with bid and has to ensure delivery of a hard copy to the Buyer within 5 days of the Bid End date / Bid Opening date.

1.9.2 Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. The bidder has to upload a scanned copy/proof of the Online Payment Transfer along with the bid.

1.9.3 If the EMD is submitted in the form of BG, then the validity should be a minimum 180 days.

1.10 EMD Waiver Clause: The state of Odisha based Micro, Small Enterprises (MSEs) that are registered with DIC/KVIC/KVIB/Coir Board/NSIC/DHH/Udyog Aadhar for the relevant category and manufacturer of the items under BOQ are eligible to get the benefit of exemption from payment of EMD. The participating bidders have to obtain/register as MSME for the specific service/supply of goods/both and submit the bidder's affidavit (refer the attached format in ANNEXURE-III).

1.11 Bidder Seeking Exemption for EMD must enclose the following necessary documents:

1.11.1 MSE (of Odisha State) along with DIC/KVIC/KVIB/Coir Board/NSIC/DHH/Udyog Aadhar for the item under BOQ.

1.11.2 Bidder's affidavit (refer the attached format in ANNEXURE-III)

1.12 EMD Refund: EMD would be refundable under the following conditions:

1.12.1 Refund of EMD to bidders not qualified within 15 days from the date of opening of the price bid.

1.12.2 Refund of EMD to unsuccessful bidder within 30 days from the date of receipt of PBG and execution of contracts with the successful bidder.

1.12.3 Refund of EMD to the successful bidder within 30 days from the date of receipt of PBG.

1.12.4 No interest will be payable by the Owner on the said amount covered under Earnest Money / other security deposits.

1.13 Forfeiture of E.M.D. / Security Deposit: E.M.D. / Security Deposit shall be liable to be forfeited in the following circumstances:

1.13.1 Withdrawal of bid after the last day of submission of tender and before the bid validity.

1.13.2 Backing out to execute the contract agreement.

1.13.3 Non-submission of PBG within the stipulated period.

1.14 Performance Bank Guarantee (PBG): ~~Successful bidders have to submit a bank guarantee within 15 days from the contract date, issued by a Nationalised Bank, including the Public Sector Bank / Private Sector Banks authorised by the RBI to undertake State government Business.~~

~~Bank Guarantee valid for a period not less than the warranty period is required at the time of entering into the agreement for the performance of the contract, and the same is to be extended by the contractor as and when desired by OPGCL. 100% of PBG will be released within 90 days after completion of the warranty period. (Refer ANNEXURE VI for PBG format)~~

1.15 Forefeiture of PBG: The PBG shall be liable to be forfeited in the following circumstances:

- 1.15.1 Seller fails to supply the goods/items as per the orders placed by this organisation within the delivery period stipulated.
- 1.15.2 Seller fails to replace the goods declared to be not of standard quality or not conforming to acceptable standards, or found to be decayed/spoilt before the date of expiry, or to refund the cost of such goods.
- 1.15.3 Seller fails to comply with the warranty terms.
- 1.15.4 Seller fails to deposit the penalty under the risk purchase.

1.16 Price Bid: The price bid containing the bill of quantity will be in Excel format (or any other format) and will be uploaded by OPGCL during tender creation. This will be downloaded by the Bidder and will be used to quote the Price Bid, Exclusive of all taxes & duties etc. Thereafter, the Bidder will upload the same Excel file during bid submission. The L1 price will be decided for module as stipulated in the tender. The Price Bid of the Bidders will have no conditions. The Price Bid which is incomplete and not submitted as per the instructions given shall be summarily rejected by OPGCL without any further reference to the Bidder.

1.17 Modification of bids: Modification of the submitted bid shall be allowed online only before the Bid Due Date. A Bidder may modify and resubmit the bid online as many times as they may wish. Bidder may withdraw only once its Bid online within the end date of the Bid submission.

1.18 Evaluation of Techno-Commercial Bids: The Techno-Commercial Bids shall be evaluated in terms of BOQ and if required, OPGCL may call for or ask Bidders to provide clarifications on their bid or provide documents within a period of 3 (three) working days. The Bidders will get this information on their personalized dash board under "Upload shortfall document/information" link or through e-mail. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD or the Tender Paper Fee. No modification of the bid or any form of communication with OPGCL or submission of any documents which are not specifically called or asked for by OPGCL, will be allowed and even if submitted, they will not be considered by OPGCL. The authority inviting the bid is not bound to accept or consider any additional documents submitted by any bidder on his /her/ its own will, without being called for to do so. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the Bidder's responsibility to check the updated status/information on their personalized dash board at least once daily after opening of bid. No separate communication will be required in this regard. Non-receipt of email and SMS will not be accepted as a reason for non-submission of documents within prescribed time. The Bidder shall submit the requisite clarifications and the requested documents and in the Upload Shortfall document section of the e-procurement portal or through e-mail within the specified period and no additional time will be allowed for submission of the clarifications/ documents. In case of any failure of the Bidder to submit the requisite documents within the allowed timeframe, OPGCL shall proceed to evaluate its Techno-Commercial Bid without any further reference to the Bidder.

- 1.19 Delivery/Installation:** The material shall be delivered within 60 days from the LOI / PO date. The vendor is liable to pay a penalty as per the LD clause (clause-1.21).
- 1.20 Inspection/PDI:** Materials shall be subjected to inspection at buyer's site upon delivery. In case of any discrepancy or non-conformity to the specifications or quality, the materials shall be rejected and the supplier shall arrange for replacement of rejected material free of cost within 15 days from the date of intimation.
- 1.21 Payment Term:** 100% of the basic price, with full taxes and duties, will be paid within 30 days of material receipt and final acceptance by EIC, OPGCL.
- 1.22 Warranty:** Warranty period of the supplied products shall be from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at the consignee's location in conjunction with GTC clause no-11.
- 1.23 Liquidated Damages/Risk Purchase:** If the seller fails to supply the goods specified in the contract and/ or installation within the stipulated period, the seller is liable to pay a penalty at the rate of 0.5 % of the cost of undelivered materials per week or part thereof subject to a maximum of 05 % of the cost of undelivered materials. If the delay is beyond 10 weeks or less, depending upon the requirement, the buyer reserves the right to cancel the PO and collect the materials from any other source at the risk of the original supplier without making any reference to him. The additional financial involvement occurs if any from procuring other sources shall be recovered from seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG).
- 1.24 Vendor Banning & Blacklisting:** If the vendor fails to comply with the terms and conditions of the Purchase Order (PO), including but not limited to delayed delivery, supply of substandard or non-conforming materials, breach of contractual obligations, or withdrawal from the contract after acceptance of the PO, M/s OPGCL reserves the right to ban, blacklist, or suspend the vendor from participating in future tenders and procurements as per OPGC vendor banning policy. Additionally, such action may be communicated to other Public Sector Undertakings (PSUs), government bodies, and relevant industry authorities. The vendor shall have no claim or liability for such decisions taken by M/s OPGCL in the interest of ensuring reliable and ethical procurement practices.
- 1.25 Bidder/OEM** has to submit a self-declaration for compliance with Restrictions under rule 144(xi) of GFR 2017: Restriction on Procurement from a bidder of a country that share a land border with India as per GeM GTC 26. (Refer ANNEXURE-VII)
- 1.26** Relevant Terms and Conditions in ITB (Information to bidders) shall supersede the General Terms and Conditions.
- 1.27** OPGCL reserves the right not to accept the lowest rate quoted by the bidder and reject any or all the offer without assigning any reason whatsoever. M/s OPGC Ltd. also reserves the right to accept /reject /split any tender without assigning any reason thereof.

C. GENERAL TERMS AND CONDITIONS

1. In the case of items of a 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 the tender.
2. The tenders submitted must be free from overwriting or eraser. Corrections & additions if any must be attested. Incomplete tender should not be submitted. Tenders received after the due date of opening will not be entertained.
3. The required EMD in the shape of DD payable at State Bank of India (Code-9510)/Central Bank of India, Banharpali (Code-0283899)/ Union Bank of India, Adapada (Code-806625), Ib Thermal Power Station, Banharpali, Jharsuguda in favour of Odisha Power Generation Corporation Limited. Otherwise, you can submit directly in our company name - Odisha Power Generation Corporation Limited, Banharpali. Account number of State Bank of India - 10765789090 (IFSC- SBIN0009510). Account number of Central Bank of India, ITPS, Banharpali – 2062780721 (IFSC-CBIN0283899). Account number of Union Bank of India, Adapada - 066211011000005 (IFSC-UBIN0806625). In case EMD is submitted in the form of DD, the DD shall be valid for three (03) months from the date of opening of the price bid.
4. The offer given must remain valid for 180 days from the date of opening of the price bid.
5. Manuals/Pamphlets/Leaflets and drawings illustrating technical details/year of manufacture, maker name, and country of origin must be enclosed with the tender, sample if required should be submitted along with the tender.
6. The price quoted should be firm and delivery F.O.R destination inclusive of packing, forwarding, transportation and insurance charges except duties & taxes. Rebate discount if any given may also be mentioned.
7. The percentage of GST declared to be charged should be distinctly shown along with the price quoted. GST Registration number must be indicated invariably.
8. The tenderers should be able to complete delivery within 20 to 30 days from the date of receipt of the purchase order/delivery clause as mentioned herein or else LD @0.5% per week or part thereof, maximum @ 5 % will be applicable from the due date against undelivered materials.
9. The tender should be agreeable to our payment terms, i.e. 100% within 30 days of receipt and acceptance of materials at the Site. Payment terms if mentioned under special terms & conditions shall prevail over the above clause.
10. The 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.
11. The merchantability & fitness of the materials should be guaranteed against any manufacturing defect or bad workmanship for 12 months from the date of use or 18 months from the date of supply whichever is earlier. An extra 03 months grace period shall be provided by them for lodging or claiming for the same.
12. The tender must accompany a photocopy of the latest & valid Income Tax Clearance Certificate & Good & Service Tax Clearance Certificate without which the tender will be rejected.
13. Destination means Central stores, Ib Thermal Power Station, Banharpali.
14. Whenever tenderers have entered into a Rate Contract with DGS&D or EPM, they will indicate the same in their tenders and submit a copy of the rate contract as proof of claim.
15. All Bank charges to the vendor's account.
16. The weight of each item after packing shall have to be mentioned in your offer, otherwise maximum freight charges shall be loaded.
17. The quantity indicated in this enquiry is provisional and subject to change.
18. The undersigned reserves the right to accept/reject any or all the tender without assigning any reason thereof.
19. Supplier having past experience means of supplying similar items and credentials to other Thermal Power Stations.
20. Jurisdiction: All contracts effected between OPGCL and the vendor shall be subject to Jharsuguda Court Jurisdiction and shall be governed by Law. It is agreed that no other court shall have jurisdiction to

entertain any suit or proceedings, even though, part of the cause of action might arise within their jurisdiction. In case any part of the cause of action might arise within the jurisdiction of any other Courts in Odisha, and rest within the jurisdiction of Courts outside the State of Odisha, then it is agreed to between the parties that such suits or proceedings shall be instituted in a Court within the State of Odisha and no other Court outside the State of Odisha have jurisdiction.

21. Arbitration: In case of any dispute arising out of the supply or interpretation of the meaning of the terms in these conditions of purchase or any alleged breach thereof, the same shall be referred to an 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 the Indian Arbitration Act of 1996 or modifications thereof and the award of the Arbitrator shall be final and binding on both parties. The arbitrations shall be conducted at Jharsuguda or at such place as decided by the Arbitrator. The cost, incidentally shall be borne by the vendor.
22. Litigation: All expenses and costs in connection with litigation, if any, will be to the vendor account.
23. 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 the 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 that impede the execution of the contract at the time of its occurrence shall be taken into cognizance.
24. Patents, royalties, seller's liability and compliance with regulations: The vendor shall protect and fully indemnify the purchaser from any claims for infringement of patents, copyrights, trade mark or the like. The seller shall also protect and fully indemnify the purchaser from any claims from the seller's 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.
25. Vendor Banning & Blacklisting: If the vendor fails to comply with the terms and conditions of the Purchase Order (PO), including but not limited to delayed delivery, supply of substandard or non-conforming materials, breach of contractual obligations, or withdrawal from the contract after acceptance of the PO, M/s OPGCL reserves the right to ban, blacklist, or suspend the vendor from participating in future tenders and procurements as per OPGC vendor banning policy. Additionally, such action may be communicated to other Public Sector Undertakings (PSUs), government bodies, and relevant industry authorities. The vendor shall have no claim or liability for such decisions taken by M/s OPGCL in the interest of ensuring reliable and ethical procurement practices.
For more details on banning policy please visit OPGC Banning Policy available in company website www.opgc.co.in or https://www.opgc.co.in/plc/OPGC_Banning%20_Policy_n.pdf.
26. Fall Clause: The bidder shall confirm that the prices quoted in their bid are not higher than the rates offered to any other government organization, public sector undertaking (PSU), or any other customer for the same or similar items under similar terms and conditions. If at any time during the contract period, the bidder supplies or agrees to supply the same or similar items at a lower price to any other entity under similar terms and conditions, the bidder shall immediately offer the same reduced price to M/s OPGCL. Failure to comply with this clause may result in downward revision of contract prices to match the lower price and/or recovery of excess payment made by M/s OPGCL due to the price difference and/or blacklisting or banning from future tenders and procurement processes.
The bidder shall furnish an undertaking confirming adherence to this "Fall Clause" at the time of bid submission.

D. BOQ

Material Code	Material Description	Qty.	UoM
171400050005	Model UPST VRLA Battery,2V/300AH	60	Nos
<u>Technical Specifications:-</u> Supply of UPST VRLA Battery Bank for IPS -2V/300 AH -55+5=60 Cells (Make Exide/Amaraja) as per IRS:S-93/96(A) or latest.			

Note: Bidder has to use the Excel BOQ Format available in the portal for price bid, failing which Bid may be rejected.

E. SCOPE OF WORK

This tender is intended for the Supply of uncharged valve regulated Lead Acid Battery (VRLA)
Secondary Cell 110 Volt 300 AH 1 Set = 55 + 5 Nos. Spares) as per RDSO Specn. No.IRS S 93/96 (A)
with Amdt 1 or Latest

F. QUALIFYING CRITERIA

NOT APPLICABLE

G. BIDDER'S AFFIDAVIT

Odisha Procurement Preference Policy for Micro and Small Manufacturing Enterprises'2023 [See pa ra 1 (B)]

(Applicable to Bidders who fall under the definition of Odisha Small Manufacturing Enterprises)

I, Shri/ Smt/ Ms..... (Designation) of(name of the Bidder Enterprise)solemnly state the following.

1. That annual turn-over of my enterprise is less than Rs. 50 Cr.
2. That my enterprise has a valid Udyam Registration bearing No..... within the jurisdiction of the State of Odisha.
3. That manufacturing plant/unit of my enterprise is located in Odisha in Village/Town/City..... Block/ULB.....,Dist.....
4. That the goods for which I am submitting this bid are manufactured in the above-mentioned manufacturing plant/unit of my enterprise.
5. That the goods to be supplied by my enterprise shall be its own manufactured goods.
6. That my enterprise shall not supply goods which are not manufactured by my enterprise.
7. That my enterprise has not been blacklisted/debarred by any Government Organization from participating in current procurement process.
8. That my enterprise comes under the definition of Odisha Small Manufacturing Enterprise (OSME), as defined in the Policy, and is, therefore, eligible for preferences and relaxations provided in the Policy for OSMEs.
9. That I am submitting this affidavit in response to the tender No.....dated.....invited by (Organisation Name)..... supply of..... (item name).

I certify that all information furnished by me as above are true and correct. If any information is found to be incorrect, I and my enterprise shall be liable for any punitive action as deemed appropriate by competent authority.

Date _____

Signature of Bidder

Name of the Bidder _____

Address _____

Mob No:

E-mail:

H. 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
3. E-mail ID
4. Permanent Account Number
5. Telephone/Cell No.....
6. 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-digit code number appearing on the MICR Bank of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank to ensure the accuracy of the bank name, branch name & code and Account number)			
IFSC Code			

7. 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 the updation of records for the purpose of credit of amount through the internet / RTGS / NEFT.

Place:

Date: Signature of the Party / Authorized Signatory

.....

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

Bank's Stamp: Date:

(Signature of the Authorized Official from the Banks)

I. 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)

(Signature)

Name _____

Name _____

(Designation with Bank stamp)

Official Address _____

Attorney as per Power of Attorney

No. _____ Date _____

J. Proforma Of Bank Guarantee For Material Performance

(On Non-Judicial Stamp paper of Appropriate Value)

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/swith 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.

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 up to (Days/month/year)

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.

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.

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.

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).

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

Welastly undertake not to revoke this
(Name of Bank)

Guarantee during its currency except with the previous consent of the OPGC in writing.
Dated theday of200...

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

.....

Name

.....

Designation

Authorisation No.....

Seal of the Bank

K. Restriction of Procurement

Restriction on procurement from border of a country which shares land border with India as per (Rule 144 (xi), GFR 2017 17, notification number OM No. F.7/10/2021-PPD (1) dated 23.02.2023

GUIDELINES FOR ELIGIBILITY OF A 'BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA':

CERTIFICATE REGARDING COMPLIANCE:

a) Bidders shall submit following certificate:

UNDERTAKING FOR COMPLIANCE

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We certify that bidder M/s. _____ (name of the bidder) is not from such a country or if from such a country, has been registered with the Competent Authority. We hereby certify that bidder M/s. _____ (Name of bidder) fulfills all the requirement in this regard and is eligible to be considered against the tender."

[Wherever applicable bidder must submit evidence of valid registration by Competent Authority]

b) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. Bidder shall submit the following certificate in this regard:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that bidder M/s. _____ (Name of bidder) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority."

[Wherever applicable bidder must submit evidence of valid registration by Competent Authority]

If such certificate (as mentioned as (a) & (b) above) given by a bidder whose bid is accepted, is found to be false, this would be a ground for immediate rejection of bid/termination of the contract and forfeiture of EMD/Security Deposit.

The above certificate shall form part of PO/contract.

The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance/placement of the order, registration shall not be a relevant consideration during contract execution.

Further, the above guidelines will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India.

'Agent' mentioned in the above guidelines also includes dealer/distributor/sole selling agent.