



**ODISHA POWER TRANSMISSION CORPORATION LIMITED
OFFICE OF THE SR. GENERAL MANAGER (TP&C)
BHUBANESWAR**

TENDER SPECIFICATION

NO. SR. GM (TP&C)-5/2013-14

FOR

**CONSTRUCTION OF TWO NOS 33KV FEEDER BAY EXTENSION
AT 132/33KV RANASINGHPUR GRID SUBSTATION FOR M/S
ASSOTECH BEBL (P) LTD. & M/S VIPUL GARDENS (P) LTD.**

Sale of Tender Specification	:	30.05.2013 to 13.06.2013 (10:30AM to 3PM)
Closing Date of Submission of Tender	:	18.06.2013 (Upto 1PM)
Date and Time of Opening Sealed Tender	:	18.06.2013 (at 3:30PM)
Pre-Bid Meeting	:	06.06.2013 (at 3:30PM)

Cost of Tender Paper : Rs10,000/- + 5% VAT



**ODISHA POWER TRANSMISSION CORPORATION LIMITED
OFFICE OF THE SR. GENERAL MANAGER (TP&C)
BHUBANESWAR**

TENDER NOTICE NO. 5/2013-14

For and on behalf of ODISHA POWER TRANSMISSION CORPORATION Limited, Sr. G. M. (TP&C.) invites Limited Tenders from OPTCL Rate Contract Holders for the work **“Construction of two nos. 33kV feeder bay extension at 132/33kV Ranasinghpur Grid substation for M/s Assotech Bebl (P) Ltd. and M/s Vipul Gardens (P) Ltd.”**. Tender papers shall be sold from **30.05.2013 to 13.06.2013**. Interested firms may visit OPTCL’s official website <http://www.OPTCL.co.in> for detail specifications.

SR. GENERAL MANAGER [TP&C.]

C O N T E N T S

1. SECTION - I : Terms & Conditions of Tender
2. SECTION – II : Terms & Conditions of Contract
3. SECTION – III : Scope of Works & Schedule of Price
4. SECTION – IV : Abstract of Terms & Conditions
5. ANNEXURE
 - (i) Annexure – I : Format of Bank Guarantee for E.M.D.
 - (ii) Annexure – II : Format of Performance Bank Guarantee

S E C T I O N – I

(TERMS & CONDITIONS OF TENDER)

1. Eligibility Criteria :

- (i) The firms empaneled under the prevailing Rate Contract of OPTCL for Normal / Emergency Works in Substations / Lines of OPTCL System vide Order no. OPTCL-Sr. GM(CPC)-Tender-Rate Contract-Erection-SS & Line-26/2011/ No. 4448⁽¹⁷⁾ dtd. 24.07.2012 of Chief General Manager, CPC, OPTCL, are only eligible to participate in the tender.
- (ii) The Minimum Average Annual Turnover (MAAT) of the bidder for best three years out of the last five financial years reckoned from the date of opening of tender shall not be less than Rs 0.6 Cr. as per the audited financial results. Income other than that from project related works shall not be considered for calculation of MAAT.
- (iii) The bidder has to furnish the audited account certificate from the Chartered Accountants indicating “the above Turnover statement is exclusive of all incomes which are other than that from project related works”.

2. Preliminary Assessment of Scope of Works :

The bidders are advised to make a site visit for assessment of scope of works before quoting their bids.

3. Pre Bid Meeting :

The bidders are advised to attend the office of Senior General Manager (TP & C), OPTCL on the date & time as scheduled for pre-bid meeting on the cover page, for clarification of any issues relating to the tender.

4. **Schedule of Price :**

- i) The “Schedule of Price” at Section - III contains Schedule - I. The list of Supply of materials and Erection works are mentioned in Schedule - II & Schedule – III respectively.
- ii) The bidders may quote their bids against Schedule - I in terms of percentage (above or below) of the estimated cost. Unit prices in respect of individual items mentioned at Schedule - II & Schedule - III respectively are only meant for reference of the bidders and hence individual bids against these items are not required. The percentage to be quoted against Schedule - I shall also be applicable for these individual items while considering payment towards any additional quantum of supply / works as per site requirement. The bidders are advised to take into account the following costs and taxes / duties while quoting bids in terms of percentage against Schedule - I :
 - Cost of packing, forwarding, freight, insurance, excise duty, VAT/CST and entry tax – in case of Schedule-II.
 - Cost of ancillary materials, T&P and labour – in case of Schedule-III.
 - Other statutory taxes / duties excluding Service Tax which is payable extra as per actual against documentary evidence.

5. **Submission of Tenders :**

- i) Tender duly filled in and signed / sealed on each page by the authorized signatory shall be submitted in sealed envelope superscribed with the Tender Specification No. and addressed to Senior General Manager (TP & C), OPTCL. The tenders shall be received by this office up to the scheduled date & time as stipulated on the cover page. Tenders received after the cut-off date & time are not acceptable irrespective of the reasons of delay.
- ii) All documents being submitted along with the tender shall be signed / sealed by the authorized signatory.
- iii) The tender document should be neatly filled in. Over-writing and corrections, if any, shall bear the dated initial of the authorized signatory.

Information / Declaration / Undertaking required at “Abstract of Terms & Conditions” Section (Section-IV) must be filled up by the bidder. Incomplete tenders are subject to disqualification.

- iv) Tender may be submitted either in Person or through Registered Post / Speed Post (with A.D.). Any other mode of submission of tender is not acceptable.
- v) If the scheduled last date of receipt of tenders happens to be a holiday, the cut-off schedule for receipt / opening of tenders shall be shifted to the same time of the following working day.

6. **Validity of Tender :**

The tender should be kept valid for a minimum period of 120 days from the date of opening of tenders failing which the tender will be liable for rejection.

7. **Cost of Tender Document :**

The cost of the tender document as stipulated on the cover page may be submitted along with tender document in shape of Cash/ Crossed Demand Draft / Pay Order drawn on any Nationalised / Scheduled Bank in favour of “Transmission Project, OPTCL, Bhubaneswar” payable at Bhubaneswar. The non-submission of the cost of the document shall make the tender liable for disqualification.

8. **Earnest Money Deposit (EMD) :**

The tender shall be accompanied with the Earnest Money Deposit of

Rs 78,010.00 (Rupees Seventy Eight Thousand Ten only) in shape of –

- Crossed Demand Draft / Pay Order drawn on any Nationalised / Scheduled Bank in favour of “Transmission Project, OPTCL, Bhubaneswar” payable at Bhubaneswar

Or

- Irrevocable Bank Guarantee as per the format enclosed at Annexure-II with validity of minimum 180 days reckoned from the date of opening of bids, issued in favour of “Senior General Manager (TP & C), OPTCL” by any Nationalised / Scheduled Bank having branch at Bhubaneswar

and is subject to the following terms & conditions -

- i) Tender not accompanied with the Earnest Money shall be disqualified.
- ii) EMD money will not be adjusted against any outstanding amount payable by OPTCL.
- iii) EMD of all unsuccessful bidders shall be refunded on written request after finalisation of the tender.
- iv) EMD of the successful tenderer shall not be adjusted against the Security Deposit and the same shall be refunded on written request after receipt of the Security Deposit.
- v) No interest shall be payable on EMD
- vi) EMD of the successful tenderer shall be forfeited, in case the tenderer fails to accept the contract.
- vii) EMD less than the above mentioned value shall be liable to rejection.

9. **Opening of Bids :**

The opening of bids shall take place in the office of Senior General Manager (TP & C), OPTCL as per the schedule mentioned on the cover page, in presence of the bidders themselves or their authorized representatives possessing authorisation letters in original.

10. **Outright Rejection of Tenders :**

The tenders are liable for outright rejection on the following grounds –

- i) Tender is received after the scheduled date & time.
- ii) Tender is submitted in a manner other than what is recommended at Clause 5 (iv) of Section-I.
- iii) Tender is not accompanied with the cost of the tender document as mentioned at Clause 7 of Section-I.
- iv) EMD as prescribed at Clause 8 of Section-I is either not submitted with the Tender or is of insufficient value / validity.
- v) Validity of the tender as declared at Section-IV is inadequate.
- vi) Nature of Bid as declared at Section-IV is not FIRM.
- vii) Tender is incomplete or conditional or not as per the stipulated terms & conditions.

11. **Discretion of Tender Inviting Authority :**

- i) The authority reserves the right to reject the lowest or any other tender or all tenders without assigning any reason what so ever.

- ii) The decision of the authority in evaluation of tenders is final and binding on the tenderers.
- iii) The authority reserves the right to alter the quantities mentioned at “Scope of Works & Schedule of Price” Section (Section-III), limiting to 20% variation at the time of award of contract.

S E C T I O N – II

(TERMS & CONDITIONS OF CONTRACT)

1. Scope of the Contract :

The contract will be awarded in favour of the successful bidder to execute the “Construction of two nos. 33kV feeder bay extension at 132/33kV Ranasinghpur Grid substation for M/s Assotech Bebl (P) Ltd. and M/s Vipul Gardens (P) Ltd.” on turnkey basis with the following terms & conditions –

TERMS AND CONDITIONS :

- i) Materials as detailed at Schedule-II of “Scope of Works & Schedule of Price” Section (i. e. Section-III) are to be procured by the contracted firm from the manufacturers / suppliers approved by OPTCL as per the standard technical specification of OPTCL with due approval of the designated committee / officers of OPTCL. (The soft copy of the technical specification and a list of vendors approved by OPTCL may be collected from the office of Senior General Manager (TP & C), OPTCL).
- ii) Erection works as detailed at Schedule-III of “Scope of Works & Schedule of Price” Section (i. e. Section - III) are to be executed by the contractor under strict supervision and as per the instruction of Engineer-in-Charge of OPTCL.
- iii) Additional materials / works, if any, required as per the site condition but not enlisted at Schedule - II / III of Section - III, shall have to be carried out by the contractor without additional cost. Necessary undertaking in this regard has to be furnished by the bidder at “Abstract of Terms & Conditions” Section (i. e. Section-IV).
- iv) Necessary watch and ward of the materials at works site shall be the responsibility of the contractor.

2. Contract Security-cum-Performance Guarantee

The successful tenderer shall have to deposit a sum of 10% of the Contract Value towards Contract Security & Performance Guarantee in shape of irrevocable Bank Guarantee as per the standard format of OPTCL, issued in favour of “Senior General Manager (TP & C), OPTCL” by any Nationalised /

Scheduled Bank having branch at Bhubaneswar with adherence to following terms & conditions –

- i) The Bank Guarantee shall be deposited with the Office of the Ordering Authority within 15 days from the date of award of Contract to be approved subsequently.
- ii) The Bank Guarantee should be valid up to 3 months beyond the date of expiry of the Performance Guarantee Period as per Clause 6 of Section-II and the format for Contract Security-cum-Performance Bank Guarantee is at Annexure-II.
- iii) In the event of any breach or default in all or any condition of the Contract, the Bank Guarantee shall be forfeited.
- iv) The Bank Guarantee shall be released after expiry of the Guarantee Period on written request.
- v) No interest shall be payable on Contract Security-cum-Performance Guarantee.

3. **Contract Execution Period :**

The contract execution period shall be 3 (Three) months from the date of award of contract. The authority reserves the right to reschedule the works programme.

4. **Quantity Variation :**

The quantities specified in the Contract for Supply of Materials as well as for Erection Works are subject to variation as per the site requirement and payment shall be made after amendment in the Contract.

5. **Extension of Time :**

If the completion of works is delayed due to reasons beyond the control of the contractor, the contractor shall without delay give notice to the authority in writing of his claim for an extension of time with detail justification. The authority on receipt of such notice may agree to extend the contract execution period as may be reasonable but without prejudice to other terms and conditions of the contract.

6. **Performance Guarantee :**

The works executed by the contractor shall be guaranteed for satisfactory operation and against any defect in materials & workmanship for a period of 12 (twelve) months from the date of commissioning of the work. Any defect noticed during this period shall be rectified / replaced by the contractor free of cost provided such defects are due to bad workmanship or bad materials used, upon written notice from the concerned authority. The Guarantee Certificate shall be furnished in triplicate to the Paying Officer for approval.

7. **Terms of Payment :**

i) **For Supply of materials**

75% of the material cost with 100% taxes / duties and 100% F & I , shall be paid on successful completion of supply and receipt of materials at site subject to verification of the same as well as authentication of the Delivery Challan, L/R & Despatch Instruction by the concerned Engineer-in-Charge. 15% of the material cost shall be paid after installation of materials at site subject to certification by the Engineer-in-Charge. Balance 10% of the material cost shall be paid after successful commissioning of the work subject to approval of the Guarantee Certificate by the Ordering Authority.

ii) **For Erection Works**

90% of the Contract Value in respect of the Erection component shall be paid on monthly progressive basis as per the actual work done basing upon the Joint Measurement Certificate. Balance 10% shall be paid after successful commissioning of the work subject to approval of the Guarantee Certificate by the Ordering Authority.

iii) The above payments are subject to submission of the Contract Security-cum-Performance Guarantee by the contractor as per Clause 2 of Section-II.

iv) Deduction of Income Tax & Work Contract Tax and reimbursement of Service Tax shall be as per the prevailing norms of OPTCL.

8. **Liquidated Damage :**

If the contractor fails to complete the works under the Scope of the Contract within the scheduled execution period or any extension thereto, OPTCL shall recover from the contractor as liquidated damage a sum of half percent (0.5%) of the contract price of the incomplete portion of the Contract for each calendar week or part thereof of delay subject to a maximum limit of five percent (5%) of the Contract Value.

9. **Jurisdiction of Court :**

Suits, if any, arising out of this contract shall be filed by either party in a Court of Law to which the jurisdiction of the High Court of Odisha extends.

SECTION – III

(SCOPE OF WORKS & SCHEDULE OF PRICE)

SCOPE OF WORK –

- 1) “Construction of two nos. 33kV feeder bay extension at 132/33kV Ranasinghpur Grid substation for M/s Assotech Bebl (P) Ltd. and M/s Vipul Gardens (P) Ltd.”.

SCHEDULE OF PRICE –

(To be filled up by the Tenderer)

SCHEDULE - I

Sl. No.	Scope of Work	Estimated Cost (in Rs)	Bid (% Above / Below)
1	Supply of Materials (Part – ‘A’ at Page 14)	35,43,849.00	
2	Erection Works (Part – ‘B’ at Page 16 & 17)	11,54,183.00	

Date :

Place :

Signature of the Tenderer with Seal

SCHEDULE - II

(SUPPLY OF MATERIALS)

CONSTRUCTION OF TWO NOS 33KV FEEDER BAY EXTENSION AT 132/33KV RANASINGHPUR GRID SUBSTATION FOR M/S ASSOTECH BEBL (P) LTD. & M/S VIPUL GARDENS (P) LTD.

Tender Notice No. Sr GM(TP&C)-Tender-05/2013-14. SUPPLY OF MATERIALS

Sl. No.	Description of Materials	Unit	Quantity Required	Estimated Unit Rate (in Rs)
(A) 33kV Side				
1	33kV VCB	Nos.	2	1,78,586
2	33kV DI with Earth switch	Nos.	2	1,48,322
3	33kV SI without Earth switch	Nos.	2	1,20,491
4	33kV CT	Nos.	6	33,224
5	33kV LA	Nos.	6	7,551
6	33kV Control and Relay panel (feeder)	Nos.	2	1,46,955
7	33kV PI stack	Nos.	8	3,900
8	33kV Tension insulator string with hardware	Nos.	12	3,120
(B) Other Materials				
1	Structure for column, beam and equipment	MT	7.899	68,001
2	N/B & Foundation Bolt for above	MT	1.068	98,881
3	CT Console box	Nos.	2	39,553
4	Bus bar materials & earthing materials	LS		3,30,000
5	Power & Control cable	LS		5,50,000
6	Cable trench materials	LS		4,40,000

N.B.

- i) The above quantities are indicative only for the purpose of bidding & evaluation and are subject to variation as stipulated in "Terms & Conditions of Contract" Section (Clause 4 of Section-II) as per the site requirement during execution of works.
- ii) The above materials are to be procured from the manufacturers / suppliers approved by OPTCL as per the standard technical specification of OPTCL, and earlier approved drawings.
- iii) Any materials required for completion of the work but not included in the above list is to be supplied by the tenderer without additional cost to OPTCL. The cost of such materials is to be inbuilt in the bid.

SCEHEDULE - III

(ERECTION WORKS)

CONSTRUCTION OF TWO NOS 33KV FEEDER BAY EXTENSION AT 132/33KV RANASINGHPUR
GRID SUBSTATION FOR M/S ASSOTECH BEBL (P) LTD. & M/S VIPUL GARDENS (P) LTD.

Tender Notice No. Sr GM(TP&C)-Tender-05/2013-14. ERECTION WORKS

Sl. No.	Description of Materials	Unit	Quantity Required	Estimated Unit Rate (in Rs)
1	Contour of switch yard area	Sq. mt	286	3.50
2	Cutting, filling and leveling of switchyard area	Cum	28.60	120.00
3	Excavation with backfilling			
a)	Soft/loose soil	Cum	115.83	120.00
b)	Dense/compact soil	Cum	115.83	190.00
4	Concreting with cement & without rod			
a)	1:3:6	Cum	9.208	4,275.00
b)	1:1.5:3	Cum	74.222	6,175.00
c)	Cutting, bending, binding, placing in position of steel rod for foundation including cost of binding wire with supply of rod	MT	1.758	65,000.00
5	Sand spreading in switch yard	Cum	21.45	650.00
6	Metal spreading in switch yard	Cum	28.6	2,340.00
7	Erection of super structure with N&B	MT	8.328	3,700.00
8	Pipe Earthing	Nos.	8	2,400.00
9	Equipment Erection & commissioning			
A	33kV Circuit Breaker	Nos.	2	14,400.00
B	33kV DI with E/S	Nos.	2	6,400.00
C	33kV SI without E/s	Nos.	2	4,000.00
D	33kV CT	Nos.	6	1,550.00
E	33kV LA	Nos.	6	700.00
F	33kV CR panel (Feeder)	Nos.	2	11,350.00
G	33kV PI	Nos.	8	390.00
10	Bus-bar stringing with fitting of single zebra HW	Mtr.	184.8	110.00
11	Laying of earth mat with excavation and backfilling without supply of GI flat (50X6)	Mtr.	131	70.00
12	GI flat connection with equipment	Mtr.	90	55.00
13	Laying of control and power cable	Mtr.	5400	40.00
14	Preparation of cable schedule	Nos.	2	14,000.00
15	Installation of CT console box	Nos.	2	1,820.00

N.B.

- i) The above quantities are indicative only for the purpose of bidding and evaluation and are subject to variation as stipulated in “Terms & Conditions of Contract” Section (Clause 4 of Section-II) as per the site requirement during execution of works.

- ii) The works detailed above shall be executed under supervision / instruction of Engineer-in-Charge.

S E C T I O N - I V
(ABSTRACT OF TERMS & CONDITIONS)
(To be filled up by the Tenderer)

1. Name of the Bidder
with address for communication :
2. Cost of the Tender Document (DD / Pay Order Details) :
3. Earnest Money Deposit (DD / Pay Order / BG Details) :
4. Agreeable to Bid validity of 120 days from the date of
opening of tender (Yes / No) :
5. Agreeable to Firm Price (Yes / No) :
6. Agreeable to furnish Security-cum-Performance
Guarantee as per Clause 2 of Section-II (Yes / No) :
7. Agreeable to the Performance Guarantee Clause
at "Terms & Conditions of Contract" Section (Yes / No) :
8. Agreeable to Variation of Quantity w. r. t. that
mentioned at Schedule-II & Schedule-III (Yes / No) :
9. Agreeable for execution of additional works (not
enlisted at Section-III) required as per site condition
without any additional cost to OPTCL (Yes / No) :
10. Agreeable to adhere to the Schedule of Completion
of the Contract (Yes / No) :
11. Agreeable to Payment terms of the Contract (Yes / No) :
12. Agreeable to Liquidated Damage Clause at "Terms &

Conditions of Contract” Section (Yes / No) :

Date :
Place :

Signature of the Tenderer with Seal

ANNEXURE –I

FORMAT OF BANK GUARANTEE FOR E.M.D

(To be Stamped in accordance with the Stamp Act)

The Non-Judicial Stamp Paper should be in the name of Issuing Bank

Ref No :

Bank Guarantee No :

Date :

To

The Senior General Manager (TP & C)
Odisha Power Transmission Corporation Ltd.
Janpath, Bhubaneswar -751022

BG Amount:

Claim Period:

Validity Period:

Dear Sirs,

In according with invitation to Bid No..... Datedof ODISHA
POWER TRANSMISSION CORPORATION LIMITED [OPTCL] (hereinafter referred to as the
OPTCL) for the purpose of

Messers

Address.....

.....

wish / wishes to participate in the said tender and as a Bank Guarantee for the sum of Rs.....

..... (Rupees ----- valid for a period of

.....) is required to be submitted by the tenderer, as per Tender Specification. We the

.....) [indicate the name of the bank] [hereinafter referred to as

“Bank”] at the request of Ms/ Shri..... [hereinafter

referred to as “Supplier (s)” do hereby unequivocally and unconditionally guarantee and undertake

to pay during the above said period on written request by the Senior General Manager (TP&C), ODISHA POWER TRANSMISSION CORPORATION Ltd. an amount not exceeding Rs.....
..... to the OPTCL., without any reservation. The guarantee would remain valid upto 04.00 PM of _____ [date] and if any further extension to this is required, the same will be extended on receiving instruction from the O.P.T.C.L., on whose behalf this guarantee has been issued.

2. We, the _____ do hereby further undertake [indicate the name of the Bank] to pay the amounts due and payable under this guarantee without any demur, merely on a demand from OPTCL stating that the amount claimed is due by way of loss or damage caused to or would caused to or suffered by OPTCL by reason of any breach by the said Supplier (s) of any of the terms or conditions and failure to perform said Bid. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to OPTCL any money so demanded notwithstanding any dispute or disputes so raised by the contractor(s) in any suit or proceeding instituted/pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge or our liability for payment there under and the Supplier(s) shall have no claim against us for making such payment.

4. We, the _____ further agree that the guarantee [indicate the name of the Bank] herein contained shall remain in full force and effect during the aforesaid period of _____ days _____ [in figures] _____ [in words] (as per Tender Specification) and it shall continue to be so enforceable till all the dues of the OPTCL

under or by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till ODISHA POWER TRANSMISSION CORPORATION Ltd. certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said Supplier(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____ we shall be discharged from all liability under this guarantee thereafter.

5. We the _____ [indicate the name of the Bank] further agree with the OPTCL that the OPTCL shall 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 Bid or to extend time of performance by the said Supplier (s) from time to time or to postpone for any time or from time to time only of the powers exercisable by the OPTCL against the said Supplier (s) and to forbear or enforce any of the terms and conditions relating to the said Bid and we shall not be relieved from our liability by reason or any such variation postponement or extension granted to the Supplier (s) or for any forbearance, act or omission on the part of OPTCL or any indulgence by OPTCL to the said Supplier (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. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank of the 'Supplier (s).

7. We _____ [indicate the name of Bank] lastly undertake not to revoke this guarantee during its currency except with the previous consent of OPTCL in writing.

8. We, the _____ Bank further agree that this guarantee shall also be invocable at our place of business at _____ Branch of Bhubaneswar in the State of Odisha.

“Notwithstanding anything contained herein”

- a) Our liability under the bank guarantee shall not exceed Rs.-----
(in words Rupees-----).
- b) This Bank guarantee shall be valid up to -----.

c) We are liable to pay guaranteed amount or any part thereof under this bank guarantee only if you serve upon us at -----, Branch of Bhubaneswar in the state of Odisha a written claim or demand on or before----- (date of expiry of guarantee).

Dated, the _____ Day of _____

For _____ [Indicate name of Bank]

Signature

Full Name

Designation

Power of Attorney No.

Stamp

Witness : (Signature with Name & Address)

(1)

Signature

Full name

(2)

Signature

Full name

ANNEXURE – II

FORMAT FOR PERFORMANCE BANK GUARANTEE

In consideration of the Chairman & Managing Director, ODISHA POWER TRANSMISSION CORPORATION Ltd. (hereinafter called “OPTCL”) having agreed to exempt M/s
..... (hereinafter called the said contractors” from the demand under the terms and conditions of an agreement No. _____ dated _____ made between _____ and _____ for _____ (hereinafter called “the said agreement”) of security deposit for satisfactory performance of materials (as detailed in the said agreement) and for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____) only, we _____ (_____

[indicate bank]

bank (hereinafter referred to as “the bank”) at the request of _____ contractor(s) do hereby undertake to pay to OPTCL, an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered or would be caused to or suffered or would be caused to or suffered by OPTCL by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement.

2. We _____ Bank do hereby undertake to pay the amounts due [indicate the name of the Bank]

and payable under this guarantee without any demur, merely on a demand from OPTCL stating that the amount claimed is due by way of loss or damage caused to or would cause to or suffered by OPTCL by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reasons of the contractor(s)

NOTE FOR TENDERERS: [Not to be typed in the Bank Guarantee]

To be furnished in on-judicial stamp paper of Rs.100
Applicable as per Odisha Stamp Duty Act from any
Nationalized/Scheduled Bank.

3. We, the _____ do hereby further undertake to pay the

[indicate the name of the Bank]

amounts due and payable under this guarantee without any demur, merely on demand from OPTCL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by OPTCL by reason of any breach by the said contractor(s) of any of the terms or conditions and failure to perform said Bid. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

4. We undertake to pay to OPTCL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding instituted/pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payment.

5. We, the _____ further agree that the guarantee herein
[indicate the name of the bank]

contained shall remain in full force and effect during the aforesaid period of _____ days _____ and it shall continue to be so enforceable till all the dues of OPTCL under or by virtue of the said Bid have been fully paid and its claims satisfied or discharges or till Chairman and Managing Director, ODISHA POWER TRANSMISSION CORPORATION Limited certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

6. We, the _____ further agree with the Board that OPTCL
[indicate the name of the bank]

shall 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 Bid or to extend time or performance by the said contractor(s) from time to time or to postpone for any time or from time to time only of the powers exercisable by OPTCL against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Bid 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 OPTCL or any indulgence by OPTCL 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.

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

8. We _____ lastly undertake not to revoke this guarantee
[indicate the name of the bank]
during its currency except with the previous consent of OPTCL in writing.

9. The BG shall be capable of encashment at our branch of Business at Bhubaneswar

Dated, the _____ day of _____

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

1.

2.

For _____
[indicate name of Bank]