



ODISHA POWER TRANSMISSION CORPORATION LIMITED
OFFICE OF THE GENERAL MANAGER

EHT (O&M) CIRCLE, CUTTACK

TEL NO. 0671-2300226 FAX NO. 0671-2300547

TENDER SPECIFICATION NO.- 23/2013-14

FOR

SUPPLY AND INSTALLATION OF 4 STAR OR ABOVE RATING AIR CONDITIONERS

(EITHER OF LG / CARRIER / HITACHI / SAMSUNG / VOLTAS MAKE)

ALONGWITH

5 KVA VOLTAGE STABILIZERS AT DIFFERENT UNITS UNDER TELECOM

CIRCLE,BHUBANESWAR

PART-I

- | | |
|--------------|--------------------------------|
| SECTION-I- | INSTRUCTION TO TENDERERS. |
| SECTION-II- | GENERAL CONDITIONS OF CONTRACT |
| SECTION-III- | LIST OF ANNEXURE |
| SECTION-IV- | TECHNICAL SPECIFICATION. |
| SECTION – V- | TECHNO COMMERCIAL BID |

PART-II 1. PRICEBID

2. PRICE SCHEDULE

Request for online tender documents – From dt-26.02.2014 (10.00 Hrs) to dt 12.03.2014(12.30 Hrs)
Last date of submission of online tender – up to dt-12.03.2014(15.00 Hrs)
Date of opening of Tender - 14.03.2014(11.00 Hrs)



ODISHA POWER TRANSMISSION CORPORATION LTD.
REGD. OFFICE: JANPATH, BHUBANESWAR – 751 022,
ODISHA

e-TENDER NOTICE NO. CTC/ 23 / 2013-14

For and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD, General Manager, EHT (O&M) Circle, Cuttack, invites Tenders from reputed manufacturers/suppliers in two part bidding system for supply and installation of 57 numbers 1.5 Ton/2.0 Ton Window/Split, 4 star or above rating Air conditioners either of LG/Carrier/Samsung/Hitachi/Voltas make along with 5KVA stabilizers at different units under Telecom circle,OPTCL,Bhubaneswar as per the schedule of quantity. The interested bidders would be required to enroll themselves on the tender portal www.tenderwizard.com/OPTCL. Complete set of bidding documents are available at www.tenderwizard.com/OPTCL from 26.02..2014 (10.00 Hrs) up to 12.03..2014 (12.30 Hrs). Interested bidders may visit OPTCL's official web site <http://www.optcl.co.in> and www.tenderwizard.com/OPTCL for detail specification.

N.B:- All subsequent addendums/corrigendum to the tender shall be hosted in the OPTCL's official web site <http://www.optcl.co.in> and www.tenderwizard.com/OPTCL only.

GENERAL MANAGER
EHT (O&M) CIRCLE, CUTTACK



NOTICE INVITING TENDER

ODISHA POWER TRANSMISSION CORPORATION LTD.,

REGD. OFFICE: JANPATH, BHUBANESWAR – 751 022,

ODISHA, INDIA.

e-TENDER NOTICE NO- CTC/ 23/2013-14.

For and on behalf of the ODISHA POWER TRANSMISSION CORPORATION LTD., the undersigned invites bids under two-part bidding system in e- tendering mode only as per the following details.

Sl. No	Tender Specification No	Description of materials.	Qty. In Nos.	Earnes t Money Deposi t	Cost of Tender Spec. Documen t	Tender Processin g Fee	Last date of submission & Date of opening of Tender
1.	GM/EHTM/CTC/AC-23/13-14	Supply and installation of 1.5 ton/ 2 ton split/window type 5 Star Rating AC machines (either of LG /Carrier /Hitachi/Samsung/Voltas makes) along with 5 KVA stabilizers at different units under telecom circle as follows. 2T Window AC- 1.5 T Window AC- 2 T Split AC- 1.5 T Split AC- 5 KVA stabilizers (detail break up is furnished below)	24 4 22 7 57	28650/-	Rs.6000/ + Rs300/- (VAT) =Rs 6300	Rs.2865/- +Rs 354/- (ST @ 12.36%) =Rs 3219/-	up to dt 10.02.2014 (15.00 Hrs) and 11.02.2014 at 11.00 hr
Telcom,DivisionNo							
OPTCL, Bhubaneswar							
1	Nayagarh	1.5 ton Split AC	2				
2	Baripada	1.5 ton Window AC	2				
3	Puri	2 ton Split AC	1				
4	H.Q.Monitoring center	2 ton Split AC	2				
5	Balugaon	2 ton Split AC	2				
6	Balasore	2 ton Window AC	1				

7	Bhadrak	2 ton Window AC	1				
8	Choudwar	2 ton Window AC	2				
9	ICCL	2 ton Window AC	1				
10	Bidanasi	2 ton Window AC	2				
Telcom, Division No, OPTCL Bhubaneswar-II							
11	SLDC APS room	2 ton Split AC	5				
12	SLDC Radio Room	2 ton Split AC	4				
Telcom, Division, OPTCL Meramundali							
13	Meramundali Sub-LDC	2T Split AC	8				
14	Chainpal Radio Room	2 ton Window AC	2				
Telcom, Division, OPTCL, Berhampur							
15	Akhusingh	2 ton Window AC	2				
16	Theruvai	2 ton Window AC	2				
17	Bhanjanagar	2 ton Window AC	2				
18	Chatrapur	2 ton Window AC	1				
19	Aska	2 ton Window AC	1				
20	Narendrapur	2 ton Window AC	1				
Telcom, Division, OPTCL, Rourkela							
21	Division, office at Rourkela	1.5T Split AC	1				
22	Division, office at Rourkela	2 ton Window AC	1				
23	Budhipadar Sub-LDC	1.5T Split AC	4				
24	Tarkera	2 ton Window AC	3				
25	Chend	2 ton Window AC	1				
26	Rourkela Grid	2 ton Window AC	2				
27	Rajgangpur	2 ton Window AC	1				

The bidders can view the tender documents from website free of cost.

The bidders who want to submit bid shall have to pay Rs6300/- (Rupees Six thousand three hundred only non-refundable including VAT @ 5%) towards the tender cost, in the form of Demand draft/Cash only, drawn in favour of EHT (O&M) Circle Cuttack.

The bidders shall have to submit non refundable amount of **Rs. 3219/- (Rupees Three thousand two hundred nineteen only)** towards the tender processing fee in the form of Demand draft, drawn in favour of K.S.E.D.C.Ltd, Payable at Bangalore. The said demand draft is to be submitted along with the EMD & tender cost on or before the last date & time of submission of tender.

The bidders shall scan the Demand Draft/Pay order/ Bank guarantee, towards EMD , Tender Cost and tender processing fee and upload the same in the prescribed form in .gif or .jpg format in addition to sending the original as stated above.

The prospective bidders are advised to register their user ID, Password, company ID from website www.tenderwizard.com/OPTCL by clicking on hyper link "Register Me".

Any clarifications regarding the scope of work and technical features of the tender can be had from the undersigned during office hours.

GENERAL MANAGER
EHT (O&M) CIRCLE, CUTTACK

COMMERCIAL SPECIFICATION.
PART-I
SECTION-I
INSTRUCTIONS TO TENDERER

1. Submission of Bids: -

The bidder shall submit the bid in Electronic Mode only i.e www.tenderwizard.com/OPTCL. The bidder must ensure that the bids are received in the specified website of the OPTCL by the date and time indicated in the Tender notice. Bids submitted by telex/telegram will not be accepted. No request to collect the Bids in physical form will be entertained by the OPTCL.

The OPTCL reserves the right to reject any bid, which is not submitted according to the instruction, stipulated above. The participants to the tender should be registered under ODISHA Sales Tax Act, VAT Act / Central sales Tax Act.

- (a) For all the users it is mandatory to procure the Digital Signatures.
- (b) Manufacturers / Vendors / Bidders / Suppliers are requested to follow the below steps for
Registration:

- 1. click "Register", fill the online registration form.
- 2. Pay the amount of Rs. **2247/-** through DD in Favour of **KSEDL** Payable at Bangalore towards 1 year membership of the tender portal.
- 3. Send the acknowledgment copy for verification
- 4. . As soon as the verification is being done the e-tender user id will be enabled.

- (a) After viewing Tender Notification, if bidder intends to participate in tender, he has to use his e-tendering User Id and Password which has been received after registration and acquisition of DSCs.

- (b) If any Bidder wants to participate in the tender he will have to follow the instructions given below:

Insert the PKI (which consist of your Digital Signature Certificate) in your System.

(Note: Make sure that necessary software of PKI be installed in your system).

Click / Double Click to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer).

Go to Start > Programs > Internet Explorer.

Type www.tenderwizard.com/OPTCL in the address bar, to access the Login Screen.

Enter e-tender User Id and Password, click on "Go".

- 1. Click on "Click here to login" for selecting the Digital Signature Certificate.

2. Select the Certificate and enter DSC Password.

3. Renter the e-Procurement User Id Password

(c) To make a request for Tender Document, Bidders will have to follow below mentioned steps.

1. Click "Un Applied" to view / apply for new tenders.

2. Click on Request icon for on line request.

(d) After making the request Bidders will receive the Tender Documents which can be checked and downloaded by following the below steps:

1. Click to view the tender documents which are received by the user.

1. Tender document screen appears.

2. "Click here to download" to download the documents.

(e) After completing all the formalities Bidders will have to submit the tender and they must take care of following instructions.

1. Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not.

2. Note down / take a print of bid control number once it displayed on the screen

(f) Tender Opening event can be viewed on line.

(g) Competitors bid sheets are available in the website for all.

(h) For any e-tendering assistant contact help desk number mentioned below.

1. Bangalore – 080- 40482000.

2. Mr.Satamanyu – 09937140591

2. Division of Specification.

The specification is mainly divided into two parts viz. Part-I & Part-II.

Part-I Consists of

SECTION-I- INSTRUCTION TO TENDERERS.

SECTION-II- GENERAL CONDITIONS OF CONTRACT

SECTION-III- LIST OF ANNEXURE

SECTION-IV- TECHNICAL SPECIFICATION.

SECTION – V- TECHNO COMMERCIAL BID

Part-II Consists of

- [i] Abstract of price components - Annexure-IV
- [ii] Schedule of prices - Annexure-V

3. Tenders shall be in two Parts

The Tenderers are required to submit the tenders in two parts viz. Part-I (Techno commercial) & Part-II (Price bid).

4. Purchaser's Right Regarding Alteration of Quantities Tendered.

The Purchaser may alter the quantities of materials/equipment at the time of placing orders. Initially the purchaser may place orders for lesser quantity with full freedom to place extension orders for further quantity under similar terms and conditions of the original orders. Orders may also be split among more than one tenderer for any particular item, if considered necessary in the interest of the Purchaser to get the goods/equipment earlier.

5. Purchaser's right to accept/reject bids:

The purchaser reserves the right to reject any or all the tenders without assigning any reasons what so ever if it is in the interest of OPTCL, under the existing circumstances.

6. Mode of submission of Tenders.

[A] Tenders shall be submitted in electronic mode only through (www.tenderwizard.com/OPTCL)

[B] Telegraphic or FAX tenders shall not be accepted under any circumstances.

7. Consignee

AGM Telecom Division No-1 BBSR/ Division No-2 BBSR/ Meramunduli/ Berhampur / Rourkela for their respective subdivisions.

8. Earnest money deposit:

The tender shall be accompanied by Earnest Money deposit of value specified in the notice inviting tenders against each bid. Tenders without the required EMD will be rejected out rightly

The earnest money deposit shall be furnished in shape of Bank Draft: -To be drawn in favour of EHT (O&M) Circle, Cuttack, payable at Cuttack.

NOTE

1. No adjustment towards EMD shall be permitted against any outstanding amount with the ODISHA POWER TRANSMISSION CORPORATION LTD.

2. In the case of un- successful tenderer, the EMD will be refunded after the tender is decided. In the case of successful Tenderer, this will be refunded only after furnishing of security money.
3. Suits, if any, arising out of this clause shall be filed in a Court of law to which the jurisdiction of High Court of ODISHA extends.
- (iv) EMD will be forfeited if the tenderer fails to accept the letter of intent and/or purchase order issued in his favour or to execute the order, placed on them.
- (v) Tenders not accompanied by Earnest Money shall be disqualified.

8. Validity of the Bids: -

The tenders should be kept valid for a period of 180 days from the date of opening of the tender, failing which the tenders will be rejected.

9. PRICE: -

i)Tenderers are requested to quote-'FIRM' Price. No deviation from FIRM PRICE will be entertained irrespective of deviation.

10. Tenderers to be fully conversant with the clauses of the Specification: -

Tenderers are expected to be fully conversant with the meaning of all the clauses of the specification before submitting their tenders. In case of doubt regarding the meaning of any clause, the tenderer may seek clarification in writing from the GM EHT (O&M) Circle, Cuttack, This, however, does not entitle the Tenderer to ask for time beyond due date, fixed for receipt of tender.

11. Documents to Accompany Bids.

Tenderers are required to submit tenders in the following manner:

Part-I of the Tender shall Contain the following documents.

- [i] Declaration Form. [As per Annexure-I]
- [ii] Earnest Money. [As per Annexure-VIII]
- [iii] Technical specification and Guaranteed Technical Particulars conforming to the Purchaser's Specification along with drawings, literatures and all other required Annexures, duly filled in.

- [iv] Photo copies of type test certificates of materials/equipments offered as stipulated in the Technical Specification.
- [v] Abstract of Terms & conditions in prescribed proforma as per Annexure-II.
- [vi] General Terms & Conditions of supply offer as per Section-II of the Specification.
- [vii] List of orders executed for similar materials/equipments during preceding 2 (two) years indicating the customer's name, Purchase Order No. & Date, date of supply and date of commissioning etc.
- [viii] Data on past experience as per the Specification.
- [ix] Sales tax clearance certificate for the previous year. The permanent account number [PAN] of the firm is required under Income tax Act.
- [xi] Schedule of quantity and delivery in the prescribed Proforma vide Annexure, as appended.
12. Documents/Papers to accompany Part-II Bid.
- (a) Part – II of the tender shall consist of the following
- (a) Abstract of Price Component, as per Annexure-IV
- (b) Schedule of prices in the prescribed proforma as per Annexure-V
13. Conditional Offer:
- Conditional offer shall not be accepted
14. Bidder's Liberty to Deviate from Specification:
- The Tenderer may deviate from the Specification while quoting if in his opinion such deviation is in the line with the manufacturer's standard practice and conducive to a better and more economical offer. All such deviations should however be clearly indicated giving full justifications for such deviation. (Read with Clause-9, Section-II of the Specification).
15. Eligibility for Submission of Bids.
- Tenderers who have downloaded the specification from the above mentioned website & deposited the tender cost while submitting the tender will only be considered.
16. Revision of Tender Price By Bidders
- (i) After opening of tenders and within the validity period, no reduction or Enhancement in price will be entertained. If there is any change in price, the tender shall stand rejected and E.M.D. deposited shall be forfeited. In case of bidders who are exempted from depositing E.M.D. and who revise their price within the validity period, the bids for similar items against subsequent tender call notice of OPTCL, may not be considered.

- (j) If required, the Tenderers may be asked to extend the validity period of bids under the same terms and conditions as per the original tender except for the change in delivery period, In such an event the Tenderers are free to change any or all conditions of their bids including price at their own risk.

17. General

- i) In the event of discrepancy or arithmetical error in the schedule of price, the decision of the Purchaser shall be final and binding on the Tenderer.
- ii) Notice inviting tender shall form part of this Specification.
- iii) The price bids of the technically and otherwise acceptable bids shall only be evaluated. The price bids of others (along with E.M.D. if any) shall be returned to the bidders unopened.
- iv) **The tenderer must submit the EMD amount, cost of tender document and Tender processing fee in a sealed cover envelope super scribing the tender specification number, Tender Notice No & Date opening of tender clearly on the envelope cover. The said envelope is to be submitted in the office of the purchaser on or before the last date and time of submission of tender.**

PART - I
SECTION - II
GENERAL TERMS & CONDITIONS OF CONTRACT (G.T.C.C)

1. Scope of the Contract

The scope of the contract shall be to supply & Installation of 4 star or above rating AC Machines (LG/Carrier/Hitachi/Samsung/Voltas make) & Stabilizers conforming to relevant IS and as per the Specification at the consignee's locations i.e. carrier rooms situated at different grid substations and other units under telecom circle,OPTCL,BBSR. Bidders are requested to go through the schedule of quantity where the ACs need to be supplied and installed.

2.0 Definition of Terms

For the purpose of this Specification and General Terms & Conditions of Contract (G.T.C.C.) the following words shall have the meanings hereby indicated, except where otherwise described or defined.

2.1 "The Purchaser" shall mean the General Manager EHT (O&M), Circle, Cuttack for & on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD., Bhubaneswar.

2.2 "The Engineer" shall mean the engineer appointed by the Purchaser for the purpose of this contract.

2.2 "Purchaser's Representative" shall mean any person or persons or consulting firm appointed and remunerated by the Purchaser to supervise, inspect, test and examine workmanship and materials of the equipment to be supplied.

2.3 "The Contractor" shall mean the Bidder whose bid has been accepted by the Purchaser and shall include the Bidders' executives, Administrators, Successors and permitted assignees.

2.4 "Equipment" shall mean and include all machinery, apparatus, Materials, articles to be provided under the contract by the Contractor.

2.5 "Contract Price" shall mean the sum named in or calculated in accordance with the provisions of the contract as the "Contract Price" which shall include packing, forwarding, freight, insurance

excise duty, sales tax, Octroi and other taxes and duties as applicable at the time of opening of bids.

- 2.6 "General Conditions" shall mean these General Terms and Conditions of Contract.
- 2.7 "The Specification" shall mean the Specification annexed to or issued with G.T.C.C. and shall include the schedules & drawings attached thereto as well as all samples and pattern, if any.
- 2.8 "Month" shall mean "Calendar month".
- 2.9 "Writing" shall include any manuscript, type written, printed or other statement re-production in any visible form and whether under seal or under hand.
- 2.10 "F.O.R. Destination Costs" shall mean the cost of equipment and material at the consignee's stores. The cost is exclusive of Excise duty, Sales Tax and other Local Taxes, but is inclusive of packing, forwarding and insurance and freight charges.
- 2.11 The term "Contract documents" shall mean and include G.T.C.C., Specifications, Schedules, Drawings, Form of Tender, Covering Letter, Schedule of Price of the final successful bidder any special conditions applicable to the particular contract, Specifications and drawings and the purchase order & the agreement to be entered into.
- 2.12 Terms and Conditions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act, failing that, in the Odisha General Clauses Act.

3. Manner of Execution

All equipments supplied under the contract shall be manufactured in the manner set out in the Specification or where not set out, to the reasonable satisfaction of the Purchaser's representative. The materials are to be securely packed and delivered at the respective sites and installation and commission of the same for trouble free operation.

6. Rejection of Materials

In the event any of the materials/equipment supplied by the successful bidder is found defective due to faulty design, bad workmanship, bad materials used or otherwise not in conformity with the requirements of the Specification, the Purchaser shall either reject the materials/equipment or ask the Contractor in writing to rectify the same. The Contractor on receipt of such notification shall either rectify or replace the defective equipment free of cost of the Purchaser. If the Contractor fails to do so, the Purchaser may :-

- (c) As its option, replace or rectify such defective equipment and recover the extra costs so involved from the Contractor plus fifteen percent and /or.
- (d) Terminate the contract for balance work/supplies, with enforcement of penalty Clause as per contract for the un-delivered goods and with forfeiture of performance Guarantee/Composite Bank Guarantee.
- (e) Acquire the defective equipment/materials at reduced price, considered equitable under the circumstances.

7. Experience of Bidders :

The bidders should furnish information regarding experience particularly on the following points:-

- i) Name of the Manufacturer.
- ii) Standing of the firm and manufacture of equipment quoted:
- iii) Description of equipment similar to the quoted, supplied and installed during the last four years with the name(s) of the party(s) to whom supplies were made:
- iv) Details as to where installed etc:
- v) Testing facilities at manufacturer's works:
- vi) If the manufacturer is having collaboration with another firm(s) details regarding the same.
- vii) A list of Purchase orders executed during the last four years along with user's certificate.
- viii) Equipment capability & up to date calibration certificate(s) .

Bids may not be considered if the past manufacturing experience is found to be un-satisfactory or is of less than 4 years on the date of opening of the bid.

8. Language and Measures

All documents pertaining to the contract including Specifications, Schedule, Notices, Correspondence, Operating & Maintenance instructions, Drawings or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in this contract.

9. Deviation from Specification

It is in the interest of the Tenderers to study the Specification, drawing etc. specified in the tender schedule thoroughly before tendering so that, if any deviations are made by the Tenderers the same are prominently brought out on a separate sheet under heading "Deviations".

A list of deviation shall be enclosed with the Tender. Unless deviation in scope, technical and commercial stipulations are specifically mentioned in the list of deviations, it shall be presumed that the Tenderer has accepted all the conditions stipulated in the tender Specification, notwithstanding any exemptions mentioned therein.

10. Right to Reject/Accept Any Tender

The Purchaser reserves the right either to reject or to accept any or all tenders if the situation so warrants in the interest of the Purchaser. Orders may also be split up between different Tenderers on individual merits of the Tenderer. The Purchaser has exclusive right to alter the quantities of materials at the time of placing final Purchase order. After placing of the order, the Purchaser may defer the delivery of the materials. It may be clearly understood by the Tenderer that the Purchaser need not, assign any reason for the above action(s).

11. Contractor to inform himself fully

The Contractor shall examine the instructions to Tenderers, General Conditions of contract, Specification and the Schedules of Quantity and delivery to satisfy himself as to all terms and conditions and circumstances affecting the contract price. He shall quote price(s) according to his own views on these matters and understand that additional allowances except as otherwise provided therein will be levied. The Purchaser shall not be responsible for any misunderstanding or incorrect information obtaining by the Contractor other than the information given to the Contractor in writing by the Purchaser.

12. Patent Rights Etc.

The Contractor shall indemnify the Purchaser against all claims, actions, suits and proceedings for the infringement or alleged infringement of any patent design or copy right protected either in the country of origin or in India by the use of any equipment/ materials supplied by the Contractor. But such indemnity shall not cover any use of the equipment, other than for the purpose indicated by or reasonably to be inferred from the Specification.

13. Delivery

(a) Time being essence of the contract, the equipment shall be supplied within the delivery date specified in the contract. The Purchaser, however, reserves the right to reschedule the delivery and change the destination if required. The delivery period shall be reckoned from the date of placing the Letter or Intent/Purchase order as may be specified in the LOI/Purchase order.

(b) **The desired delivery period shall not ordinarily exceed more than 2 months.**

(c) The installation & commissioning of AC Machines at all the sites specified in the schedule of quantity are to be completed within 30days from the date of supply at respective sites.

14. Despatch instructions.

i) The materials should be securely packed and dispatched directly to the consignee at the Contractor's risk by road transport only.

ii) Loading & Unloading of Ordered Materials.

It will be the sole responsibility of the Contractor for loading and unloading & stacking of materials both at the factory site and at the destination store. The Purchaser shall have no responsibility on this account.

15. Contractor's Default Liability. The Purchaser may, upon written notice of default to the Contractor, terminate the contract in circumstances detailed hereunder.

(a) If in the judgment of the Purchaser, the Contractor fails to make delivery of equipment within the time specified in the contract or within the period for which extension has been granted by the Purchaser in writing in response to written request of the Contractor.

(b) If in the judgment of the Purchaser, the Contractor fails to comply with any of the provisions of this contract.

- ii) In the event Purchaser terminates the contract in whole or in part the Purchaser reserves the right to purchase upon such terms and in such a manner as he may deem appropriate equipment/ material similar to those terminated and the Contractor will be liable to the Purchaser for any additional costs for such similar equipment and/or for penalty for delay as defined in this specification until such reasonable time as may be required for the final supply of equipment.
- iii) In the event the Purchase does not terminate the contract , Contractor shall continue executing the contract, in which case he shall be liable to the Purchaser for penalty for delay until the equipment is accepted. This shall be based only on written request of the supplier and written willingness of Purchaser.

16. Force Majeure:

The Contractor shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force Majeure such as acts of God, acts of the public enemy, acts of Govt., Fires, Floods, Epidemics, Quarantine restrictions, strikes, Freight Embargo, provided that the Contractor shall within ten (10) days from the beginning of such delay notify the Purchaser in writing of the cause of delay, upon which, the Purchaser shall verify the facts and grant such extension as facts justify.

17. Extension of Time.

If the delivery of equipment/materials is delayed due to reasons beyond the control of the Contractor, the Contractor shall without delay give notice to the Purchaser in writing of his claim for an extension of time. The Purchaser on receipt of such notice may agree to extend the contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract.

18. Guarantee Period.

- i) The stores covered by this Specification should be Guaranteed for satisfactory operation and against defects in design, materials and workmanship for a period of at least 12 (twelve) months from the last date of commissioning or 18months from the date of delivery whichever is earlier. The above Guarantee Certificate shall be furnished in triplicate to the purchaser for his approval. Any defect noticed during this period should be rectified by the Contractor free of cost to the Purchaser provided such defects are due to faulty design, bad workmanship or bad materials used, upon written notice from the Purchaser.
- ii) Equipment/material failed or found defective during Guarantee period shall have to be guaranteed after repair/replacement for a further period of 12 months from the date of commissioning or 18 months from the date of receipt at the Stores after such repair/replacement whichever is earlier.

Date of delivery as used in this Clause shall mean the date on which the materials are received in OPTCL site stores in good condition, which are released for dispatch by the Purchaser.

- iii) **However, the compressor fitted with AC Machine shall be warranted for 5years from the date of supply.**

19. Bank Guarantee towards Security Deposit, and performance Guarantee.

A Composite Bank Guarantee as per the proforma enclosed at Annexure-VII of the specification for 10%(Ten percent) of the total cost of the purchase order, shall be furnished from any Nationalised/ Scheduled Bank having a place of business at Cuttack, to the office of General Manager EHT (O&M), Circle, Cuttack within 15(Fifteen) days of issue of purchase order. The Bank Guarantee shall be executed on non-judicial stamp paper of worth value as per the prevalent rules, valid for a period of 2(two) month more than the guarantee period mentioned at clause-18 for scrutiny and acceptance, failing which the supply order will be liable for cancellation without any further written notice. The said Bank Guarantee should be accompanied or followed by a confirmation letter from the concerned Bank, & should have provision for encashment at Cuttack, before the bank Guarantee is accepted & all concerned intimated. The BG should be revalidated as & when intimated to you to cover the entire guarantee period. You are requested to extended the validity of the entire guarantee period.

- i) No interest is payable on any kind of Bank Guarantee.
- ii) In case of non-fulfillment of contractual obligation as required in the detailed purchase order/specification, the composite Bank Guarantee/Permanent Registration Fee shall be forfeited.
- iii) The Composite/Performance Bank guarantee amount on the full order value shall be deducted from the first claim of the supplies made in cases where no Composite Bank Guarantee/Performance Bank Guarantee is furnished.

21. Import License

In case imported materials are offered no assistance will be given for release of foreign Exchange. The firm should arrange to import materials from their own quota. Equipment of indigenous origin will be preferred.

22. Terms of Payment.

100% payment shall be made within 30 days on Supply & Installation of AC Machines & Stabilizers at site subject to verification by the consignee and approval of Guarantee Certificates by the purchaser and furnishing of @10% value of cost of AC Machines & Stabilizers as Composite Bank Guarantee.

23. Penalty for Delay in Completion of Contract.

(i) If the Contractor fails to deliver the materials/equipments within the delivery schedule specified in the contract including delivery time extension, if any, granted thereto, the Purchaser shall recover from the Contractor penalty for a sum of one half of one percent (0.5 per cent) of the Ex-works price of the undelivered equipment for each calendar week of delay or any part thereof. For this purpose the date of receipted challans shall be reckoned as the date of delivery. The total amount of penalty shall not exceed five per cent (5%) of the Ex-works price of the unit or units so delayed. Equipment will be deemed to have been delivered only when all its components, parts are also delivered. If certain components are not delivered in time, the equipment will be considered as delayed until such time as the missing parts are delivered.

(ii) If the contractor fails to rectify/ replace the equipment/materials within 30days from the date of intimation of the fact, so noticed by the purchaser within the guarantee period then the penalty for sum of one half of the one percent(0.5%) of the total purchase order amount for each calendar week of delay shall be recovered by the purchaser within the guarantee period. For this purpose, penalty date will shift from the 30th day from the date of issue of letter on defectiveness of equipments/materials, so supplied by the purchaser. The total amount of penalty in this case shall not exceed 5% (Five percent) at the purchase order amount. If the defects so intimate will not rectified by the suppliers within the guarantee period then whole of the BG will be forfeited by the purchaser, without any intimation to the supplier.

24. Insurance

The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the works and obligatory in terms of law to protect his interest and interests of the employer, against all perils detailed herein. The form and the limit of such insurance as defined herein together with the underwriter in each case shall be acceptable to the employer. However irrespective of such acceptance the responsibility to maintain adequate insurance coverage at all time during the period of Contract. Shall be of the contractor alone. The contractor's is failure in this regard shall not relieve him of any of this contractual responsibilities and obligations. The Insurance covers to the taken by the Contractor shall be in the joint name of the Employer and the Contractor. The Contractor shall, however, be authorized to deal directly with Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers. Further the insurance should be in freely convertible currency. Any loss or damage to the equipment during handling, transportation, storage erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment shall be to the account of the Contractor.

25. Payment Due from the Contractor.

All costs and damages, for which the Contractor is liable to the Purchaser, will be deducted by the Purchaser from any money due to the Contractor under any of the Contract(s).

26. Sales Tax Clearance, Balance sheet and Profit & Loss Account.

- (i) Sales Tax clearance certificates valid up to the date of opening of Tender, should be enclosed with tender.
- (ii) Balance sheet and profit and loss account of the bidder duly certified by the Chartered Accountant for the previous 3 years should be enclosed to assess the financial soundness.

27. Certificate for exemption from Excise Duty/Sales Tax.

Offers with exemption from Excise duty including Sales Tax shall be accompanied with authenticated proof of such exemption. Authenticated proof for this Clause shall mean attested Photostat copy of exemption certificate.

28. Contractor's Responsibility.

Notwithstanding anything mentioned in the Specification or subsequent approval or acceptance by the Purchaser, the ultimate responsibility for design, materials used and satisfactory performance shall rest with the Tenderers.

30. Evaluation & Comparison of Bids.

- (i) Weightage shall be given to the following factors in the Evaluation & Comparison of Bids.
 - (a) Early Delivery.
 - (b) Past track record in delivery of similar items to OPTCL.
 - (c) Track record in manufacture & supply of similar items to other utilities other than OPTCL.
 - (d) Deviation in the bid vis-à-vis in the stipulation in the Bid Specification both in Technical and Commercial.
 - (e) In comparing bids and in making awards, the Purchaser may consider such factors as compliance with Specification, relative quality & adaptability of supplies or services, experience, financial soundness, record of integrity in dealings, performance of materials/equipments earlier supplied, ability to furnish repairs and maintenance services, the time of delivery, capability to perform including available facilities such as adequate shops, plants, equipment and technical organization.

31. Jurisdiction of the High Court of Odisha.

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

32. Correspondences.

- i) Any notice to the Contractor under the terms of the contract shall be served by Registered Post or by hand at the Contractor's Principal Place of Business.
- ii) Any notice to the Purchaser shall be served at the Purchaser's Principal office in the same manner.

33. Official Address of the Parties to the Contract.

The address of the parties to the contract shall be specified:

- (i) Purchaser: General Manager
EHT (O&M), Circle, Cuttack-753008
Phone: 0671-2300547, E-mail- ehtm.cle.ctc@optcl.co.in
- (ii) Supplier:
Address:
Telephone No.
FAX No. e-mail :

34. Outright Rejection of Tenders.

Tenders shall be outright rejected if they are not complying with the following requirements:

- ii) Tenders shall not be submitted telegraphically or by FAX.
- iii) Tenders shall be accompanied by the prescribed Earnest Money Deposit unless otherwise qualified for exemption from furnishing of EMD.
- iv) Tender shall be kept valid for a period of 180 days from the date of opening of Tender.
- v) Tender shall be submitted in two parts as specified.
- vii) The schedule of prices should be filled up fully to indicate the break-up of the prices including taxes and duties. Incomplete submission of this schedule will make the tender liable for rejection.
- viii) Tenderer should quote FIRM price and the price should be kept valid for a period of 180 days from the date of opening of the tender.

35. Documents to be treated as Confidential.

The Contractor shall treat the details of the Specification and other Tender documents as private and confidential and they shall not be reproduced without written authorization from the Purchaser.

SECTION-IV

TECHNICAL SPECIFICATION

For Window/Split AC Machines: (2.0 /1.5Ton Capacity)

PARAMETERS	UNIT	DESCRIPTION
Nominal Cooling Capacity	Tr	1.0/1.5/2.0
BEE Star Rating		5 Star
Rated power Supply	V-Ph-Hz	230-1-50
Compressor Type		Rotary
Nominal Air Flow- Hi-Low	CMH	1050/880
Noise Level- Hi-Med-Low	db(A)	50/47/44
Fan Speed	No. of Speed	3/4
Control Type		LCD Remote
Special filtration		Provided
Air Direction Control		Provided
Security Lock		Provided
Auto off Timer		Provided
Auto on Timer		Provided
Economic Sleep Mode		Provided
Advance Dry Mode		Provided
Auto Fan Speed		Provided
Auto Swing		Provided
Real Time Clock		Provided
Auto Mode		Provided
Auto Restart		Provided
Turbo Mode		Provided
LED Display		Provided
Temp Display On/ Off		Provided

For Automatic Voltage Stabilizer:

PARAMETERS	UNIT	DESCRIPTION
Incoming Voltage in Volt		100 to 260Volt
Output Voltage in Volt		230V + 5%
Over Voltage Cut off		Provided
Time delay relay		Provided

SECTION - III
(LIST OF ANNEXURES)

The following Schedules and proforma are annexed to this Specification and contained in Section - III as referred to in the relevant Clauses.

I.	Declaration Form	ANNEXURE-I
II.	Abstract of Terms & Conditions to accompany Section – II of Part – I	ANNEXURE-II
III.	Schedule of Quantity & Delivery	ANNEXURE-III
IV.	Abstract of Price Component (to accompany Part – II of this Specification).	ANNEXURE-IV
V.	Schedule of prices to accompany Part – II	ANNEXURE-V
VI.	Bank Guarantee form for Earnest Money Deposit.	ANNEXURE-VI
VII.	Composite Bank Guarantee form for security Deposit, Payment & Performance.	ANNEXURE-VII
VIII.	Bank Guarantee Form for Performance Guarantee.	ANNEXURE-VIII

ANNEXURE – I

DECLARATION FORM

To

Sir,

1. Having examined the above specification together with Tender conditions referred to therein I/We the undersigned hereby offer to supply the materials covered thereon complete in all respects as per the Specification and General Conditions, at the rates entered in the attached contract schedule of prices in the Tender.
2. I/We hereby undertake to have the materials delivered within the time specified in the Tender.
3. I/We here guarantee the technical particulars given in the Tender supported with necessary reports from concerned authorities.
4. I/We certify to have purchased/down loaded a copy of the Specification by remitting Cash/Money order/ D.D./ remitting the cost of tender, herewith and this has been acknowledged by your letter No. _____ Dated _____
5. In the event of Purchase order being decided in my/our favour, I/We agree to furnish the Security Deposit in the manner acceptable to ODISHA POWER TRANSMISSION CORPORATION LTD. and for the sum as applicable to me/us per Clause-19 of Section – II of this Specification within 15 days of issue of Letter of intent/Purchase order failing which I/We clearly understand that the said Letter of intent/Purchase order will be liable to be withdrawn by the Purchaser.

Signed this _____ day of _____ 20_____

Yours faithfully,

Signature of Tenderer
With Seal of the Company

(This form should be fully filled up by the Tenderer and submitted along with the original copy of Tender)

ANNEXURE – II

ABSTRACT OF GENERAL TERMS & CONDITIONS OF
CONTRACT (COMMERCIAL) TO ACCOMPANY PART –I

1	Earnest Money Furnished	(a)Cash (b)Bank Guarantee (c)Bank Draft
2	Manufacturers/supply experience including user's certificate furnished or not. (As per Clause No.7 of Section –II)	Yes/No
3	Deviations to the Specification in any (list enclosed or not.	Yes/No
4	Guarantee: Whether agreeable to OPTCL's terms	Yes/No
5	Whether agreeable to furnish Performance Guarantee as per Clause –20 of Section – II	Yes/No
6	Terms of Payment: Whether agreeable to OPTCL's standard terms of payment or not. (As per clause –22 of Section –II)	Yes/No
7	Nature of Price: Firm	Yes/No
8	Penalty: Whether agreeable to OPTCL's terms or not	Yes/No
9	Whether ITCC/STCC/P&L A/C. for the required period are furnished as per Clause-26 of Section –II	Yes/No
10	Validity: - Whether agreeable to OPTCL's terms or not. (As per Clause – 29 of Section –II)	Yes/No
11	Manufacturer's name and it's trade mark.	Yes/No
12	VAT / TIN	
13	PAN	
14	Delivery (Period in months from the date of Placement of purchase order.)	Yes/No
15	Whether declaration form duly filled in finished or not.	Yes/No
16	Service Tax Regd. No.	

Place _____
Date _____

Signature of the Tenderer
With Seal of the Company

SCHEDULE OF QUANTITY(ANNEX-III)

	Name of the s/s / office No	<u>No of A.C</u>	<u>Type</u>	<u>Capacity</u>	<u>No. of 5KVA Voltage Stabilizers</u>
Telcom, Division No-I, OPTCL, Bhubaneswar					
1	1Nayagarh	<u>2</u>	<u>Split</u>	<u>1.5T</u>	
2	2Baripada	<u>2</u>	<u>Window</u>	<u>1.5T</u>	<u>2</u>
3	3Puri	<u>1</u>	<u>Split</u>	<u>2T</u>	<u>1</u>
4	4H.Q. Monitoring center	<u>2</u>	<u>Split</u>	<u>2T</u>	<u>2</u>
5	5Balugaon	<u>2</u>	<u>Split</u>	<u>2T</u>	<u>2</u>
6	6Balasore	<u>1</u>	<u>Window</u>	<u>2T</u>	<u>1</u>
7	7Bhadrak	<u>1</u>	<u>Window</u>	<u>2T</u>	<u>1</u>
8	8Choudwar	<u>2</u>	<u>Window</u>	<u>2T</u>	<u>2</u>
9	9ICCL	<u>1</u>	<u>Window</u>	<u>2T</u>	<u>1</u>
10	10Bidanasi	<u>2</u>	<u>Window</u>	<u>2T</u>	<u>2</u>

Total 1.5T Split AC Machines - 2nos,
1.5T Window AC Machines - 2nos
2 T Split AC Machines - 5nos.
2 T Window AC Machine - 7nos.
5KVA Voltage Stabilizers - 16nos.

Telcom, Division No-II, OPTCL, Bhubaneswar					
11	SLDC APS room	<u>5</u>	<u>Split</u>	<u>2T</u>	<u>5</u>
12	SLDC Radio Room	<u>4</u>	<u>Split</u>	<u>2T</u>	<u>4</u>

Total 2T Split AC Machine - 9nos.
5KVA Voltage Stabilizers - 9nos.

Telcom, Division, OPTCL Meramundali					
13	Meramundali Sub-LDC	<u>8</u>	<u>Split</u>	<u>2T</u>	<u>8</u>
14		<u>2</u>	<u>Window</u>	<u>1.5T</u>	<u>2</u>

Total 2T Split AC Machine - 8 nos.
1.5T Window AC Machine - 2 nos.
5 KVA Voltage Stabilizers ----- 10nos.

Telcom, Division, OPTCL, Berhampur					
15	Akhusingh	<u>2</u>	<u>Window</u>	<u>2T</u>	<u>2</u>
16	Theruvalli	<u>2</u>	<u>Window</u>	<u>2T</u>	<u>2</u>
17	Bhanjanagar	<u>2</u>	<u>Window</u>	<u>2T</u>	<u>2</u>
18	Chatrapur	<u>1</u>	<u>Window</u>	<u>2T</u>	<u>1</u>
19	Aska	<u>1</u>	<u>Window</u>	<u>2T</u>	<u>1</u>
20	Narendrapur	<u>1</u>	<u>Window</u>	<u>2T</u>	<u>1</u>

Total 2T Window AC Machine - 9nos.
5KVA Voltage Stabilizers - 9nos.

Telcom, Division, OPTCL, Rourkela

21	Division, office at Rourkela	<u>1</u>	<u>Split</u>	<u>1.5T</u>	<u>1</u>
22	Division, office at Rourkela	<u>1</u>	<u>Window</u>	<u>2T</u>	<u>1</u>
23	Budhipada Sub-LDC	<u>4</u>	<u>Split</u>	<u>1.5T</u>	<u>4</u>
24	Tarkera	<u>3</u>	<u>Window</u>	<u>2T</u>	<u>3</u>
25	Chend	<u>1</u>	<u>Window</u>	<u>2T</u>	<u>1</u>
26	Rourkela Grid	<u>2</u>	<u>Window</u>	<u>2T</u>	<u>2</u>
27	Rajgangpur	<u>1</u>	<u>Window</u>	<u>2T</u>	<u>1</u>

Total 1.5 T Split AC Machine – 5nos.
2 T Window AC Machine – 8nos.
5KVA Voltage Stabilizers - 13nos.

NB : The details delivery programme and quantity to be delivered will be intimated at the time of placement of the Purchase Order.

ANNEXURE – IV

(ABSTRACT OF PRICE COMPONENT (TO ACCOMPANY PRICE BID))

1. Price Basis	F.O.R Purchaser's Destination Stores
2. Packing & Forwarding	
3. Rate of insurance charges	
4. Rate of Freight charges	
5. Rate of Excise duty	
6. Rate of Sales Tax	
7. Rate of other taxes/levies/duties etc.	
8. Rate of Entry Tax	
9. Rate of Service Tax	
10. Nature of Price	FIRM

Place : _____
Date : _____

Signature of the Tenderer
With Seal of Company

ANNEXURE – V

SCHEDULE OF PRICE.

To be filled in ,as per the bid sheet provided.

ANNEXURE – VI
PROFORMA FOR BANK GUARANTEE FORM FOR EARNEST
MONEY DEPOSIT

Ref : _____ Date : _____ Bank Guarantee No: _____

1. In accordance with invitation to Bid No. _____ Dated _____ of ODISHA POWER TRANSMISSION CORPORATION LTD (OPTCL) (hereinafter referred to as the OPTCL) for the purchase of _____ Messers _____ Address _____

_____ wish/wished to participate in the said tender and as a Bank Guarantee for the sum of ` (Rupees _____) valid for period of 240 days (Two Hundred Forty Days) is required to be submitted by the Tenderer. We the _____

(Indicate the name of Bank)

(hereinafter referred to as 'the Bank') at the request of M/s _____ (hereinafter referred to as Contractor(s)) do hereby unequivocally and Un-conditionally guarantee and undertake to pay during the above said period, on written request by the Sr. General Manager (CPC) ODISHA POWER TRANSMISSION CORPORATION LTD (OPTCL. _____

(Indicate designation of the Purchaser)

An amount not exceeding ` _____ to the said OPTCL, without any reservation. The guarantee would remain valid up to 4.00 P.M. of _____ (date) and if any further extension to this is required, the same will be extended on receiving instructions from the _____ on whose behalf this guarantee has been issued.

2. We the _____ do hereby, further undertake
(Indicate the Name of the Bank)

to the pay the amounts due and payable under this guarantee without any demur, merely on a demand from the OPTCL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the OPTCL by reason of any breach by the said Contractor(s) of any of the terms or conditions or 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 ` _____.

3. We undertake to pay the OPTCL any money so demanded notwithstanding any dispute or disputes so raised by the Contractor(s)/Supplier(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 there- under and the Contractor(s)/Supplier(s) shall have no claim against us for making such payment.

4. We the _____ further agree that the guarantee here-in
(Indicate the Name of the Bank)

contained shall remain in full force and effect during the aforesaid period of 240 days (Two Hundred Forty Days) and it shall continue to be so enforceable till all the dues to the OPTCL under or by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till Chairman-Cum-Managing Director, 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 Contractor(s) and accordingly discharges 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.

5. We the _____ further agree with the OPTCL that

(Indicate the Name of the Bank)

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 Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the 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 the OPTCL or any indulgence by the 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 reliving us.

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

7. We _____ lastly undertake not to revoke this
(Indicate the Name of the Bank)
Guarantee during its currency except with the previous consent of the OPTCL in writing.

Dated the _____ Date of _____

Witness:(With signature, name & address)

1.

2.

For _____
(Indicate the name of Bank)

ANNEXURE – VII

PROFORMA FOR COMPOSITE BANK GUARANTEE FOR
SECURITY DEPOSIT FOR PAYMENT AND PERFORMANCE

This Guarantee Bond is executed this _____ Day of _____ 20____ by us the _____ Bank at _____ P.O. _____, P.S. _____ Dist. _____ State _____.

1. WHEREAS the ODISHA POWER TRANSMISSION CORPORATION LTD (OPTCL a body corporate constituted under the Electricity (Supply) Act, 1948 (hereinafter called "the OPTCL") has placed orders No. _____ date _____ (hereinafter called "The Agreement") on M/s _____ (hereinafter called "The Contractor") for supply of materials.

AND WHEREAS the Contractor has agreed to supply materials to the OPTCL in terms of the said agreement, AND

WHEREAS the OPTCL has agreed (1) to exempt the Contractor from making payment of Security, (2) to release 100% payment of the cost of materials as per the said agreement and (3) to exempt from performance guarantee on furnishing by the Contractor to the OPTCL, a Composite Bank Guarantee of the value of 10% (Ten percent)/8.5%(Eight & Half percent) of the contract price of the said agreement.

NOW THEREFORE in consideration of the OPTCL having agreed (1) to exempt the Contractor from making payment of Security (2) releasing 100% payment to the Contractor and (3) to exempt from furnishing performance guarantee in terms of the said agreement as aforesaid, we the _____ (Bank) (hereinafter referred to as 'the Bank') do hereby undertake to pay the OPTCL an amount not exceeding ` _____ (Rupees _____) against any loss or damage caused to or suffered by or would be caused to or suffered by the 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 (the _____ Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the OPTCL stating that the amount claimed is due by way of loss or damage caused to or suffered by the 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 reason of the Contractor's failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due any payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ` _____ (Rupees _____).

3. We the _____ (Bank) also undertake to pay to the 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 there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, (_____ Bank) further agree that the guarantee herein contained shall remain in full force and affect during the period that would be taken for the performance of the said agreement and that it shall continue to do so enforceable till all the dues of the OPTCL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Managing Director, ODISHA POWER TRANSMISSION CORPORATION LTD. Certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the (Date _____) we shall be discharged from all liability under this guarantee thereafter.

5. We, (_____ Bank) further agree 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 agreement or to extend time of performance by the said Contractor(s) and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part

of the OPTCL or any indulgence by the OPTCL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but this provisions 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 and Contractor(s).

7. We, (_____ Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the OPTCL in writing.

Date at _____ the _____ Day of _____
_____ Two thousand _____

For _____

(Indicate the name of the Bank)

Witness: (with signature, names and addresses)

- 1.
- 2.

**PART – II
PRICE BID**

1. **PRICE:**
 - (i) Bidders are required to quote their price(s) for goods offered indicating they are 'FIRM'
 - (ii) The prices quoted shall be FOR Destination only at the consignee's site/store inclusive of packing, forwarding, Freight & Insurance. In addition, the break-up of FOR Destination price shall be given as per schedule. The Tenderer has to certify in the price bid that MODVAT benefit if any, has been fully passed on to the Purchaser, while quoting the tender prices.
2. **INSURANCE :**

Insurance of materials/equipments, covered by the Specification should normally be done by the Suppliers with their own Insurance Company unless otherwise stated. The responsibility of delivery of the materials/equipments at destination stores/site in good condition rests with the Supplier. Any claim with the Insurance Company or Transport agency arising due to loss or damage in transit has to be settled by the Supplier. The Supplier shall undertake free replacement of equipments/materials damaged or lost which will be reported by the Consignee within 30 days of receipt of the equipments/materials at Destination without awaiting for the settlement of their claims with the carriers and underwriters.
3. **CERTIFICATE FOR EXEMPTION FROM EXCISE DUTY/SALES TAX:**

Offers with exemption from excise Duty/ Sales tax shall be accompanied with authenticated proof of such exemption. Authenticated proof for this clause shall mean Photostat copy of exemption certificates, attested by Gazetted Officers of State or Central Government.
4. **PROPER FILLING UP OF THE PRICE SCHEDULE:**
 - (i) In case where Freight & Insurance charges are not furnished, 5% of the Ex-works price shall be considered as the freight & Insurance charges.
 - (ii) The tenderer should fill up the price schedule properly and in full. The tender may be rejected if the schedule of price is submitted in incomplete form.
5. **NATURE OF PRICE INDICATED IN SPECIFICATION SHALL BE FINAL.**

The nature of price indicated in the Clause-13, Section – I of PART –I of the Specification shall be final and binding.