

**OPTCL**

*Lifeline of Odisha*

**ODISHA POWER TRANSMISSION CORPORATION LIMITED  
(A GOVERNMENT OF ODISHA UNDERTAKING)  
OFFICE OF THE GENERAL MANAGER,  
EHT (O&M) CIRCLE, JEYPORE  
PHONE NO. 06854-240088, FAX NO. 06854-241470**

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**TENDER SPECIFICATION**

**FOR**

**PROCUREMENT OF BENTONITE SLURRY ( COMPOUND) FOR  
220/132/33 KV GRID S/S THERUBALI UNDER EHT (O&M) DIVISION,  
THERUBALI, UNDER PSDF SCHEME**

**TENDER CALL NOTICE NO. 06 /2016-17**

# ODISHA POWER TRANSMISSION CORPORATION LIMITED



(A Government of Odisha Undertaking)

OFFICE OF THE GENERAL MANAGER (ELECT)

EHT (O & M) CIRCLE, JEYPORE

P.O.-JEYPORE, DIST-KORAPUT (ODISHA) PIN- 764001

PHONE NO- 06854 – 240088

FAX- 06854 – 241470

## TENDER CALL NOTICE NO. 06 /2016-17

Sealed tenders in duplicate are invited by the undersigned from the Manufacturers/Authorized distributors/Dealer having valid IT, PAN, VAT Clearance certificate, distributor/dealership certificate, for Supply of Bentonite Slurry at 220/132/33 KV Grid S/S Therubali under EHT (O&M) Division, Therubali, under PSDF Scheme.

<b>SL NO</b>	<b>LIGHTING MATERIALS</b>	<b>ESTIMATED COST Rs.</b>	<b>EMD Rs.</b>	<b>COST OF TENDER PAPER Rs.</b>
1	Supply Bentonite Slurry (Compound) for 220/132/33 KV Grid S/S Therubali under EHT (O&M) Division, Therubali.	08, 08, 450.00 Inclusive of all taxes and duties & VAT.	1% of Estimated Cost i.e. Rs. 8100/-	4000.00 + 5% VAT = 4200.00

Date of sale of tender paper – From 20.02.2017 to 04.03.2017 upto 1 P.M. at  
**EHT (O&M) Circle, Jeypore.**

Last date & Time of Receipt of Tender paper – On or before 06.03.2017 up to 1 PM at  
**EHT (O&M) Circle, Jeypore.**

Date of opening of Tender paper – On 06.03.2017 at 4 PM at **EHT (O&M) Circle, Jeypore**

The tender specification can be made available in the office of the GM, EHT (O&M) Circle, Jeypore on written request on payment of tender paper cost by cash/DD in favour of EHT (O&M) Circle, OPTCL, Jeypore, payable at Jeypore..

The tender must be accompanied with requisite EMD @ 1% of Estimated Cost, i.e. Rs. 8100/- in shape of DD/Pay order only in favor of “EHT (O&M) Circle, OPTCL, Jeypore” payable at Jeypore. The undersigned shall not be responsible for non receipt or late receipt of tender documents due to postal delay or delay at any stage. Incomplete tender, tender without EMD and the tender received after the due date and time shall be liable for rejection.

The undersigned reserves the right to vary any quantity/accept or reject any or all the tenders without assigning any reason thereof.

  
18/2/17  
**General Manager (Elect)**



Er. K. K. Agrawal

**ODISHA POWER TRANSMISSION CORPORATION LIMITED**

(A Government of Odisha Undertaking)

OFFICE OF THE GENERAL MANAGER (ELECT)

**EHT (O & M) CIRCLE, JEYPORE**

P.O. - JEYPORE, DIST-KORAPUT (ODISHA ) PIN- 764001

FAX- 06854 - 241470

PHONE NO- 06854 - 240088

Ref No. PSDF/ WKS-1-VOL-III/ 130

Dated. 18.02.2017

To,

SOBHAGYA ADVERTISING SERVICE  
PLOT NO. 179, SAHEED NAGAR,  
BHUBANESWAR-751007  
TEL: 0674-2548449/2548205, FAX: 0674-2548449  
EMAIL: sobhagyabbsr@gmail.com.

Sub: - Publication of Tender Call Notice No.06/2016-17

Sir,

Please find enclosed herewith Tender Call Notice No. 06/2016-17 which may please be published immediately in a single issue of daily Odiya News Paper, i.e. "The Samaj" & "Sambad" and in a single issue of English daily newspaper i.e. "The New Indian Express" in all Odisha editions, having minimum possible size i.e. (5 cm Height x 8 cm width). The bill in triplicate may be submitted to the undersigned as per the Govt. approved rate, along with the copy of publication for pass & payment. A latest copy of the Govt. approved rate chart of publication charges may be sent to this office for record and reference.

This is for your information and necessary action.

Yours faithfully,

Encl: As above

  
General Manager (Elect.)

CC to:

- 1) The CGM (O&M) OPTCL, Bhubaneswar for favor of kind information and necessary action.  
Encl: As above
- 2) The CGM (F), OPTCL, Bhubaneswar for favor of kind information.  
Encl: As above
- 3) The Sr. GM, (Safety), OPTCL, Bhubaneswar for favor of kind information and necessary action.  
Encl: As above
- 4) The Sr.GM (O&M), Zone-1, OPTCL, Narenrapur for favor of kind information.  
Encl: As above
- 5) AGM (F), Central Internal Audit Cell, OPTCL, Bhubaneswar for favor of kind information.  
Encl: As above

Continued in next page

- 6) The GM, EHT (O&M) Circle, Berhampur/Cuttack/Jaipur Road/Chainpal/Burla, OPTCL, for favor of kind information.  
Encl: As above
- 7) The GM, EHT Construction Circle, Rayagada/Bhubaneswar/Anugul, for favor of kind information.  
Encl: As above
- 8) DGM, EHT (O&M) Division, Kesinga/Jayanagar/Therubali/E & MR Division, Rayagada, & DGM EHT (Construction) Division, Jeypore for information and wide circulation.  
Encl: As above
- 9) This Office Cash Section/Office Notice Board/A.M (F) of this office.  
Encl: As above
- 10) The DGM (IT), OPTCL, Bhubaneswar for information and necessary action to publish in OPTCL website with reference to circular no. 10336, dated 06.06.2013 of The Director (HRD).  
Encl: As above



**Odisha Power Transmission Corporation Limited**  
(Govt Of Odisha Undertaking)  
EHT (O&M) Circle, OPTCL, Jeypore-764001  
**NOTICE INVITING TENDER**

Advt No. 06/2016-17

Date. 18.02.2017

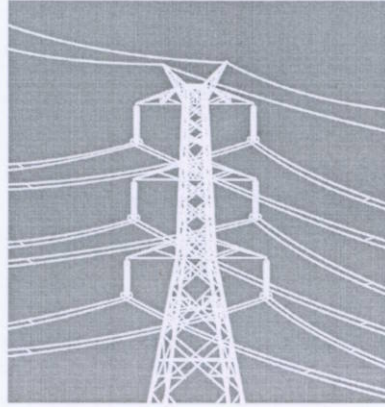
Sealed tenders are invited from the manufacturers/authorized distributors/dealers having valid dealership certificate, IT, PAN, VAT Clearance certificate, for supply of Bentonite Slurry (Compound) at 220/132/33 KV Grid S/S Therubali, under PSDF Scheme".

Cost of tender paper. Rs. 4200/-, EMD @ 1% of the estimated cost, i.e. Rs. 8100/-

Sale of tender documents from 20.02.2017 to 04.03.2017. Last date of submission of tender on or before 06.03.2017. Date of opening of Tender 06.03.2017.

For details please visit our website: [www.optcl.co.in](http://www.optcl.co.in)  
Corrigendum if any will be published in the web site only.

Sd/-  
GM (Ele)



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*Lifeline of Odisha*

**ODISHA POWER TRANSMISSION CORPORATION LIMITED**  
**(A GOVERNMENT OF ODISHA UNDERTAKING)**  
**OFFICE OF THE GENERAL MANAGER,**  
**EHT (O&M) CIRCLE, JEYPORE**  
**PHONE NO. 06854-240088, FAX NO. 06854-241470**

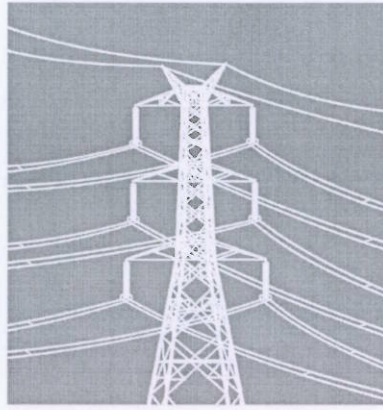
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**TENDER SPECIFICATION**

**FOR**

**SUPPLY OF BENTONITE SLURRY (COMPOUND) AT 220/132/33 KV  
GRID S/S, THERUBALI UNDER EHT (O&M) DIVISION,  
THERUBALI, UNDER PSDF SCHEME**

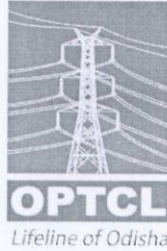
- 1. COST OF TENDER PAPER:** Rs. 4000.00 + VAT@5% = Rs. 4200.00
- 2. SALE OF TENDER PAPER FROM:**  
20.02.2017 to 04.03.2017 upto 1 P. M. at  
EHT (O&M) Circle, Jeypore.
- 3. LAST DATE & TIME OF  
RECEIPT OF TENDER PAPER:** On or before 06.03.2017 up to 1 PM at EHT  
(O&M) Circle, Jeypore
- 4. DATE & TIME OF  
OPENING OF THE TENDER:** On 06.03.2017 at 4 PM at EHT (O&M) Circle, Jeypore.



**OPTCL**

*Lifeline of Odisha*

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|----------------|---|
| 1. ANNEXURE-1  | <b>GENERAL TERMS &amp; CONDITIONS</b>                                       |
| 2. ANNEXURE-2  | <b>SCOPE OF WORK &amp; OTHER CONDITIONS &amp; TECHNICAL SPECIFICATIONS.</b> |
| 3. ANNEXURE-3  | <b>ABSTRACT OF MATERIAL</b>   |
| 4. ANNEXURE-4  | <b>SPECIFICATION OF MATERIAL</b>  |
| 5. ANNEXURE-5  | <b>SCHEDULE OF PRICE.</b>   |
| 6. ANNEXURE-6  | <b>DETAILED DATA SHEET TO BE FURNISHED BY THE TENDERER.</b>                 |
| 7. ANNEXURE -7 | <b>DETAILS OF BIDDERS.</b>  |
| 8. ANNEXURE -8 | <b>FORMAT FOR BANK GUARANTEE</b>  |



## ANNEXURE- 1

### GENERAL TERMS AND CONDITIONS

#### INSTRUCTION TO BIDDERS (CHECK LIST)

1. The bidders must read in detail the “instruction to the bidder” and general terms and conditions before filling the tender documents.
2. Experience: The bidders should be of registered order manufacturer/Authorized distributors/Dealer. The bidder may submit the copy of past experience if any regarding supply of similar materials to GRIDCO/OPTCL/ Govt. undertaking Units.
3. **TENDERS:**
  - a. Bidders must submit the tenders in duplicate in the specified specification only.
  - b. Tender must be submitted in sealed envelopes super scribed as “Quotation for tender call notice no. 06/2016-17 (Supply of Bentonite Slurry at Therubali Grid S/S) and addressed to the General Manager, Electrical, EHT (O&M) Circle, Jeypore.
  - c. Tender shall be submitted either in person or by registered post with A.D. Any other means of submission shall not be accepted. Detailed postal address with Pin No, Telephone/Mobile No, FAX No, and Email address must be mentioned on the tender bid. Tender received after due date and time due to postal delay or any other reason will not be considered.
  - d. Conditional offer will not be considered.
4. **EARNEST MONEY DEPOSIT:**
  - i) The tenderers are required to **deposit EMD @ 1%** of the estimated cost, i.e. Rs. 8100/-, in shape of Bank Draft/ Pay Order only drawn in **favor of “EHT (O&M) Circle, OPTCL,Jeypore”, payable at Jeypore**. The EMD will be refunded to the unsuccessful bidders on written request after finalization of tender. No cheque shall be accepted. The tender without EMD will be liable for rejection.
  - ii) No interest shall be paid on earnest money deposit.
  - iii) No adjustment towards EMD shall be permitted against any outstanding amount if any remained with this Office. Bidders downloaded the tender specification from OPTCL’s web site, they must submit the EMD in shape of DD prepared on or before the last date of submission of tender paper. In case of Less deposit of EMD, the tender shall be liable for rejection.
  - iv) The EMD of successful bidders can be refunded on written request after deposit of Security deposit.



5. **INFORMATION ON COMPETITORS:** Bidders have right to know information on competitors only at the time of opening of the bids of competitors. No further information on competitors shall be provided at an other point/stage and before finalization of the tender without prejudice to right to information act.
6. **AUTHORIZED REPRESENTATIVES:** Bidders themselves or one authorized representative (possessing authorization letter in original) for each bidder shall be allowed to attend opening event of the tender.

  
18/2/17  
**GENERAL MANAGER, ELECT.  
EHT (O&M) CIRCLE, OPTCL,  
JEYPORE.**



## ANNEXURE-2

### SCOPE OF THE WORK & OTHER CONDITIONS OF CONTRACT

**1. SCOPE OF CONTRACT:**

The scope of contract shall be delivered free on road transport at destination or at our OPTCL site.

**2. PRICE/RATE:**

The price quoted should be firm, inclusive of all taxes and duties and VAT/CST. F.O.R. Destination. .

**3. DESTINATION:**

220/132/33 KV Grid Sub-Station, Therubali.

**4. VALIDITY:**

The rate with terms and conditions of the offer shall be valid for a minimum period of 180 (one hundred eighty) days from the date of opening of tender.

**5. TERMS OF PAYMENT:**

100 % (Hundred Percent) payment with taxes etc. shall be made after receipt of materials in full and in good condition and verified thereof by the consignee subject to availability of funds from the Head quarters office.

**6. PENALTY:**

If the supply is not made within the stipulated delivery period the Penalty shall be imposed @ 0.5 % (Half Percent) per week subject to a maximum of 5% (five percent) of such portion of contract which remain undelivered within the stipulated period. The date of receipt shall be treated as the date of delivery. The imposition of penalty is however subject to force major condition

**7. DELIVERY:**

The materials in full quantity shall be delivered within 30 days of issue of purchase order failing which purchase order shall be liable for cancellation. However early delivery shall be preferred.

**8. SECURITY DEPOSIT:**

The successful tenders will be required to deposit a sum amounting to 10 % (Ten percent) of the value of the contract in shape of DD/Pay order with the General Manager, EHT (O&M) Circle, Jeypore, or in shape of BG form any nationalized bank ( as per the prescribed format valid up to 2 months after the guarantee period, within 2(two) weeks of receipt of purchase order & which will be released after Completion of the guarantee Period,

on written request, duly verified by the Consignee. In the event of breach or default in all or any conditions of the work order, the General Manager (Elect.), EHT (O&M) Circle, Jeypore may forfeit the whole amount of Security Deposit. The security deposit shall not carry any interest.

**9. GUARANTEE:**

The materials covered under this contract should be guaranteed for trouble free and satisfactory performance against any defect in designing materials and workmanship for a period of at least 18 (eighteen) months from the date of delivery of 12 (twelve) months from the date in which the materials are put to service, whichever is earlier. Any defects noticed during this period should be rectified/replaced by the firm free of cost to OPTCL provided such defects are due to faulty design, bad workmanship or bad material used. The replaced materials also have similar guarantee.

**10. AUTHORITY:**

General Manager, Electrical, EHT (O&M) Circle, Jeypore.

**11. VAT & I.T. PAN :**

Clear self attested Xerox copies of valid VAT Registration Certificate, PAN & VAT Clearance Certificate , should be submitted along with tenders without which tender will be rejected.

**12. PAST EXPERIENCE:**

The bidders are required to submit the list of their past experience if any in GRIDCO/OPTCL/Other Govt. Agency regarding similar supply along with supporting documents.

**13. ADDITION & ALTERATIONS:**

The authority reserves the right to alter in quantities of materials stipulated under the scope of works attached & also to accept/reject any or all the tender without assigning any reason thereof.

**14. CONSIGNEE:**

The SDO, Elect, 220/132/33 KV Grid Sub-Station, Therubali, Dist-Rayagada.

**15. PAYING OFFICER:**

The Dy. General Manager, EHT (O&M) Division Therubali, Dist-Rayagada

**16. OUTRIGHT REJECTION OF TENDERES:**

The tender shall be outright rejected if they do not comply the following requirements.

- i. Tenderer should have purchased the relevant specification from the office of The General Manager, Electrical, EHT (O&M) Circle, Jeypore, Pin-764001/ downloaded from OPTCL's website submitting the cost of tender paper in shape DD in favour of EHT (O&M) Circle, OPTCL, Jeypore, Payable at Jeypore, prepared on or before the last date of selling of tender paper, which must be enclosed along with the tender documents.
- ii. The tenderer shall be submitted in person or by registered post with A.D. which should be received before opening of tender with in stipulated time.
- iii. Tenderer shall not be submitted telegraphically or by FAX/Email.
- iv. Tenderers shall be accompanied with the prescribed Earnest Money Deposits.
- v. Tenderers shall be kept valid for a minimum of 180 (one hundred eighty)

- days from the date of opening of the tender.
- vi. Tenders shall be accompanied with clear valid Xerox copy of Distributor/dealership certificate, company price list, ITCC and VAT Registration as well as IT, PAN card which must be valid on the date of opening of tender.
- vii. The tender shall not be conditional and should be submitted in duplicate.


**17. SAMPLES:**

The sample of the materials shall be submitted if asked for as and when necessary at EHT (O&M) Circle, OPTCL, Jeypore.

**18. JURISDICTION OF COURT:**

Suits if any arising against the work order to be issued to the Contractor shall be filed by party in any Court of Law to which the jurisdiction of Odisha High Court extends.

**19. All other standard terms & conditions will be governed as per standard terms and conditions of OPTCL in this regard.**

  
T8/2/17  
**GENERAL MANAGER, ELECT.  
EHT (O&M) CIRCLE,  
OPTCL, JEYPORE**

ANNEXURE-3



**ABSTRACT OF MATERIAL.**

SL NO	DESCRIPTION OF MATERIAL MAKE: Any reputed IS Brand	QUANTITY REQUIRED FOR 220/132/33 KV GRID S/S, THERUBALI
1	<b>Bentonite Slurry (Compound)</b> Earth flat to be surrounded with Bentonite slurry having dimensions of 300 mm width, 75 mm thick at bottom, and 75 mm thick on top. Required compound @ 9 Kg/Mtr length for 9456 Mtrs length = $9456 \times 9 = 85104$ Kg Each Bag contains 50 Kg. Total bags required = $85104/50 = 1702.08$ or Say 1702 Bags	1702 Bags

Note: The price list, Catalogue/Detail Technical specification of the manufacturer, Guarantee period for the material quoted, shall be submitted along with the tender.

  
GENERAL MANAGER, ELECT.  
EHT (O&M) CIRCLE,  
OPTCL, JEYPORE

## ANNEXURE-4



### TECHNICAL SPECIFICATION

1. Each bag containing 50 Kg of good quality Bentonite Compound in Powder form required to lower soil Resistivity of Grid Sub-Station & complies with IEC62561- 7 & must be marked with the manufacture's name, Trade mark or Identifying symbol. In addition to standards, requires a serial or Lot No. on each bag.
2. The material must absorb & retain water at a higher rate & the material being used to lower the resistivity must not be corrosive to the galvanized earth electrode.
3. The report of the following tests & any other extra test on the structure & content of the product as per IEC62556 may be submitted by the bidders.
  - i) Leaching Tests
  - ii) Sulphur Test
  - iii) Determination of Resistivity
  - iv) Corrosion Test

The report may include a title or subject of the report, a test identification no., contact information of the testing Laboratory, contact information of the manufacturer & a report issue date. The report may include the signature & title of the person authorized to sign for the laboratory & the person who conducted the test.
4. The bidders may submit the manufacturer's Technical Specification of their product along with their bids.
5. The Bidders must clearly mention the make of the product on their Bids.
6. Any deviation in the aforesaid Technical specification may be mentioned with justification.
7. Any corrigendum in the Technical Specification will be issued through OPTCL Web Mail only.

### 1. Bentonite Physical Properties:

Swelling Power: 30-32 ML

Passing through 200 mesh: 85% min

Moisture: 11% max

### 2. Bentonite Chemical Properties:

LOI: 10% (Max)

SiO<sub>2</sub>: 55% (Max)

CaO: 2% (Max)

MgO: 3% (Max)

Fe<sub>2</sub>O<sub>3</sub>: 1.92%


Sodium: 2.25% (Max)

MBA: 420 mg/gm (Max)

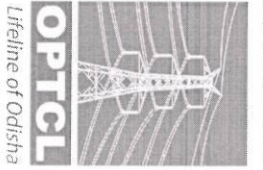
PWA: 725% (Max)

P.H: 8.5-10

Sl	Parameters	Units	Result
1	pH	--	7.84
2	Bulk Density	(gm/cc)	0.65
3	Silica as SiO <sub>2</sub>	%	56.20
4	Aluminium as Al <sub>2</sub> O <sub>3</sub>	%	17.95
5	Iron as Fe <sub>2</sub> O <sub>3</sub>	%	1.9964
6	Calcium as Cao	%	4.20
7	Magnesium as Mgo	%	2.01
8	Sodium as Na <sub>2</sub> O	%	0.4883
9	Potassium as K <sub>2</sub> O	%	0.0829
10	Loss of Ignation	%	15.91

  
18/2/17  
GENERAL MANAGER, ELECT.  
EHT (O&M) CIRCLE,  
OPTCL, JEYPORE

## ANNEXURE-5



**SCHEDULE OF PRICE OF BENTONITE SLURRY (COMPOUND) REQUIRED FOR 220/132/33 KV GRID S/S.  
THERUBALI, UNDER PSDF SCHEME**

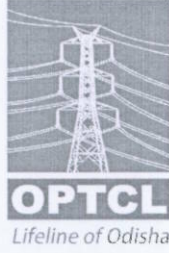
SL NO	DESCRIPTION OF MATERIAL MAKE: Quoted by M/S. _____	Quantity In Bags	RATE In Rs.	AMOUNT In Rs.
1	BENTONITE SLURRY (COMPOUND) OF A REPUTED MAKE ( 50 Kg Bag) Inclusive of all taxes and duties and VAT, F.O. R. Destination	1702		
	<b>TOTAL</b>			

In words (Rupees )

Dated

Signature of the Tenderer with seal.





## ANNEXURE-6

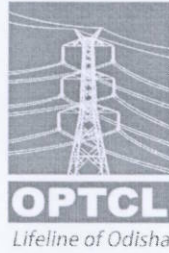
### DETAILED DATA SHEET TO BE FURNISHED BY THE TENDERER

This proforma should be filled with all the information & should be furnished along with the tender.

1. Earnest Money Deposit:  
(Deposited in the shape of Bank Draft/  
Pay Order/ bankers Cheque) :
- a) Name of the Bank :
- b) Amount Deposited :
- c) Bank draft no. & Date :
2. Agreed to keep validity of the offer  
for a period of six months from  
the date of opening the tender : YES/NO
3. Nature of price: Firm/Variable : FIRM/VARIABLE
4. Terms of payment (whether agreeable to OPTCL terms): YES/NO
5. Security Deposit (whether agreeable to OPTCL terms): YES/NO
6. Penalty (whether agreeable to OPTCL terms): YES/NO
7. Attach past experience certificate for the similar  
Jobs in OSEB/GRIDCO/OPTCL or any other Govt. agency if any: YES/NO
8. Documents to be furnished as per annexure-2  
(Whether agreeable to OPTCL terms) YES/NO

**Date**

**Signature of Tenderer with Seal**



**ANNEXURE-7**

**DETAILS OF BIDDER**

(DULY FILLED UP & TO BE ENCLOSED WITH THE TENDER PAPER)

**1. Name of the tenderer/firm/owner:**

**2. Permanent Address:**

**3. Mailing Address with Telephone No:**

**4. Name of the person authorized to sign  
the tender in case of successful bidder:  
(Attested Xerox copy of letter of authority/  
power of Attorney)**

**Date:**

**Signature of Tenderer with Seal**

## ANNEXURE-8

### PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT AND PERFORMANCE GUARANTEE.

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

9. WHEREAS the ORISSA POWER TRANSMISSION CORPORATION LTD a body corporate constitute 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 OPTCL has agreed (1) to exempt the Contractor from making payment of Security, and (2) to exempt from performance guarantee on furnishing by the Contractor to the OPTCL, a Composite Bank Guarantee of the value of Rupees.....  
..... Only.

NOW THEREFORE in consideration of the OPTCL having agreed (1) to exempt the Contractor from making payment of Security and (2) 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 Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) against any loss/ 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.

10. 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 Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

11. We the \_\_\_\_\_ (Bank) also undertake to pay to the OPTCL any money so demanded not withstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding institute/pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us this 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.

12. We, ( \_\_\_\_\_ Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said 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 Chairman Cum Managing Director, ORISSA 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 discharge 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.

13. We, ( \_\_\_\_\_ Bank) further agree that the OPTCL shall have the fullest liberty without our consent and without affecting in any manner or 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 such variations or the OPTCL or any indulgence by the OPTCL to the 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.

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

15. 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 \_\_\_\_\_.

(h). This Bank Guarantee shall remain in force up to .....dated the .....day of.....2011.

For \_\_\_\_\_

(Indicate the name of the Bank)

Witness: (with signature, names and address)

1.

2.