



ODISHA POWER TRANSMISSION CORPORATION LTD
OFFICE OF THE SR.GENERAL MANAGER (STORES & SERVICES)
JANAPATH, BHUBANESWAR-751022
TEL NO. 0674-2547185 FAX NO. 0674-2540016
email: sto.cle.bbs@optcl.co.in, Website: www.optcl.co.in, CIN:
U40102OR2004SGC007553

e- TENDER SPECIFICATION NO.
SR.G.M.[S&S]- 41 /2016-17

FOR
ELECTRICAL MAINTENANCE OF OFFICE BUILDING
& COLONY QRS.OF
OPTCL/GRIDCO/SLDC,BHUBANESWAR

DATE OF OPENING OF e-TENDER PAPER-

Dt.

23.12.2016

COST OF TENDER PAPER-

₹. 10,000.00 + 5%

VAT.

Tender papers shall be downloaded from dt. 10 .12.2016 to 22.12.2016
upto 4.00PM.

Tenders shall be opened on dt. 23.12.2016 at11.00AM

NOTICE INVITING TENDER
ODISHA POWER TRANSMISSION CORPORATION LTD
 JANPATH, BHUBANESWAR – 751 022,

TENDER NOTICE NO. SR.G.M.[S&S]- 41 /2016-17

For and on behalf of Odisha Power Transmission Corporation invites sealed e-tenders **in single-part bidding system** for the works as mentioned below, duly super scribed with Tender Specification No. & Date of opening, from reputed Contractors for Electrical Maintenance of office building & colony qrs.of OPTCL/GRIDCO/ SLDC,Bhubaneswar, Odisha.

Sl. No.	Tender Specification No.	Description of works.	Earnest Money Deposit (In ₹.)	Cost of Tender Paper.	Last date of uploading tender
1.	SR.G.M.[S &S]- 01 /2016-17	Electrical Maintenance of office building & colony qrs.of OPTCL/ GRIDCO/SLDC, Bhubaneswar	20,000.00	10000/- + 5% VAT	22.12.2016 at 4.00P

The bidders can view the tender documents from www.optcl.co.in website free of cost.

(i) The bidders who want to submit bid shall have to pay the tender cost for the package (As mentioned in TENDER SCHEDULE, non-refundable which is inclusive VAT @ 5%), in the form of Demand draft only, drawn in favour of the “GM(S&S)Circle, OPTCL,Bhubaneswar”, payable at Bhubaneswar.

(ii) The bidders shall have to submit the non-refundable tender processing fee (As mentioned in TENDER SCHEDULE, *which is inclusive of service tax@15.00%*) in the form of **e-payment mode only**.

4 **NOTE: For tender processing fee to K.S.E.D.C. Ltd. Bangalore, the bidder can use various modes of e-payment facility available through Tender wizard Portal, i.e. by Credit Card, Debit Card, Net Banking).**

(iii)The bidders shall scan the Demand Draft / Bank guarantee, towards **EMD** and **Tender Cost** against the tender 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 project can be had from the undersigned during office hours.

Interested bidders may visit OPTCL’s official web **site** www.optcl.co.in or www.tenderwizard.com/OPTCL for detail specification.

Any addendum / corrigendum to this e-Tender Notice shall be uploaded in the **website** only.

SENIOR GENERAL MANAGER (S&S)



ODISHA POWER TRANSMISSION CORPORATION LIMITED

REGD OFFICE : JANAPATH , BHUBANESWAR-751022, PH- 0674- 2547185, Fax: 2540016

OFFICE OF SR.GENERAL MANAGER(S&S),GROUND FLOOR,FINANCE BUILDING,BHOINAGAR,BHUBANESWAR-22

email: sto.cle.bbs@optcl.co.in, Website: www.optcl.co.in, CIN: U40102OR2004SGC007553

EMC-171 /2016

/Dated.

e- TENDER CALL NOTICE NO. SR.G.M.[S&S]- 41 /2016-17

For and on behalf of Odisha Power Transmission Corporation Ltd., Sr.G.M. (S&S.) invites sealed e-tender from reputed Contractors having LV/MV license from ELBO & regd with Company Registration under Casual Labour (R&A) Act.,Service tax, EPF, ESI & Labour license for Annual Electrical Maintenance of office building & colony qrs.of OPTCL/GRIDCO/SLDC, Bhubaneswar as per technical Specification.The interested contractors would be required to enroll themselves on the tender portal [http://www.tenderwizard.com/ OPTCL](http://www.tenderwizard.com/OPTCL) from dt.10.12.16 (10.00Hrs) upto dt. 22.12.16 (16.00Hrs)and may visit OPTCL's website <http://www.optcl.co.in> OR [www.tenderwizard.com/ OPTCL](http://www.tenderwizard.com/OPTCL) for details enquiry.

OPTCL also reserves the right to accept or reject the tender without assigning any reasons thereof, if the situation so warrants. OPTCL shall not be responsible for any postal delay at any stage.

NB:-All subsequent addendum/Corrigendum to the tender shall be hosted in OPTCL's official web site www.optcl.co.in and www.tenderwizard.com/OPTCL only.

For and on behalf of OPTCL

SR. GENERAL MANAGER

[S&S]

CC to

1. CGM(O&M),OPTCL for kind inf.
2. CGM(IT),OPTCL for kind inf. & n/a.He is requested to host the tender in the OPTCL website after down loaded the tender specification from the tender wizard
3. DGM,EHT Stores division,OPTCL for inf. & n/a.

SECTION – I
INSTRUCTIONS TO TENDERERS
TABLE OF CONTENTS

<u>Clause</u>	<u>Title</u>	<u>Page</u>
1.	Submission of Bids.	8
2.	Division of Specification.	8
3.	Tender shall be in single part	8
4.	Opening of Bids.	8
5.	Purchaser's Right Regarding Alternation of Quantities Tendered.	9
6.	Procedure & Opening Time of Tenders.	9
7.	Bidders' Liberty to Deviate from Specification.	9
8.	Eligibility for submission of Bids.	9
9.	Purchaser's Right to Accept/Reject Bids.	10
10.	Mode of Submission of Bids.	10
11.	Earnest Money Deposit.	10
12.	Validity of Bids.	11
13.	P r i c e.	11
14.	Revision of Tender Price By Bidders.	11
15.	Tenderers to be fully Conversant with the Clause of the Specification.	11
16.	Documents to Accompany Bids.	11
17.	Documents/Papers to Accompany Part-II Bid.	12
18.	Conditional Offer.	12
19.	General.	12

SECTION – II
GENERAL TERMS & CONDITIONS OF CONTRACT
(G.T.C.C.)
TABLE OF CONTENTS

Clause	Title	Page
1.	Scope of the Contract.	
2.	Definition of term.	
3.	Manner of execution.	
4.	Inspection& Testing.	
5.	Training Facilities.	
6.	Rejection of Materials.	
7.	Experience of Bidders.	
8.	Language & Measures.	
9.	Deviation from Specification.	
10.	Right to Reject/Accept Any Tender.	
11.	Contractor to Inform Himself fully.	
12.	Patent Rights etc.	
13.	Delivery.	
14.	Despatch Instructions.	
15.	Contractors Default Library.	
16.	Force Major.	
17.	Extension of Time.	
18.	Guarantee Period.	
19.	Bank Guarantee towards Security Deposit, 100% Payment & Performance Guarantee.	
20.	Performance Guarantee.	
21.	Import License.	
22.	Terms of Payment.	
23.	Penalty for Delay in completion of Contract.	
24.	Insurance.	
25.	Payment due from the Contractor.	
26.	Sales Tax & Income Tax Clearance, Balance Sheet & Profit & Loss Accounts.	
27.	Certificate for Exemption from Excise Duty/Sales Tax.	
28.	Contractor's Responsibility.	

29.	Validity.	
30.	Evaluation & comparison of Bids.	
31	Jurisdiction of the High Court of Odisha.	
32.	Correspondences.	
33.	Official Address of the Parties to the Contract.	
34.	Outright Rejection of Tenders.	
35.	Documents to be Treated as Confidential.	
36.	Scheme/Project.	
37.	Annexures.	

COMMERCIAL SPECIFICATION

PART - I

SECTION - I

INSTRUCTIONS TO TENDERER

1. Submission of Bids:-

Sealed tenders in duplicate in on single part each complete with all respect, in the manner hereinafter specified are to be submitted in the office of SR.GENERAL MANAGER [S&S.]OPTCL, Bhubaneswar on or before the date and time specified against the relevant tender Specification in the notice inviting the tenders. Each copy of the bids (original, duplicate) shall be in separate sealed envelopes super scribed on each of the covers the relevant tender Specification number and the due date of opening of the bids on the right hand top side of the envelopes. On the left top sides original/duplicate as is relevant, shall be written.

2. Division of Specification:

The Specification is mainly divided into one part viz. Part-I .

Part- I Consists of

- (i) Section-I : Instructions to Tenderers.
- (ii) Section-II : General conditions of supply (commercial)
- (iii) Section-III : Schedules and forms etc.
- (iv) Section-IV : Technical Specification.
- (v) Abstract of price components as per Annexure-IV.
- (i) Schedule of prices as per Annexure-V.

e-Tenders shall be in single Parts

The Tenderers are required to quote on line & submit the EMD & Cost of tender paper in the submit the office of the Sr.General Manager [S&S.]OPTCL.

3. Opening of Bids.

- l) The tender shall be opened in the office of the Sr.General Manager [S&S.]OPTCL in presence of such of the Tenderers or their authorized representatives (limited to one person only) on the due date of opening of tender and after scrutiny of the technical particulars and other commercial terms, clarifications as may be required, shall be sought for from the bidders. The Tenderers shall be allowed 15 days time for such activity.
- ii) On receipt of technical clarification the bids shall be reviewed/evaluated and those not in conformity with the technical Specification/qualifying experience, shall be rejected. If any of the technical proposals requires modification to make them comparable, discussion will be held with the participating bidders.
All the responsive bidders shall be given opportunity to submit the revised technical and revised price proposals as a follow up to the clarification on the technical proposals. The qualified bidders shall be given opportunity to submit revised price proposals within 15 days from the date of such discussion or within time frame mutually agreed, whichever is earlier.
- iii) The bidders are required to furnish sufficient information to the Purchaser to establish their qualification/capability to manufacture and/or supply the materials/perform the work. Such information shall include details of bidder's experience, its financial, managerial and technical capabilities.
- iv) The bidders are also required to furnish details of availability of appropriate technical staff and capability to perform after sales service where applicable. The above information shall be considered during the first stage of scrutiny and evaluation of bids and any bid which does not satisfactorily meet these requirements, shall not be considered for price bid evaluation.

The price bids of the technically and otherwise acceptable bids, shall only be evaluated as per the norms applicable in terms of this Specification.

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

The Purchaser may alter the quantities of work at the time of placing orders. Initially the Purchaser may place order for lesser quantity with full freedom to place extension orders for further quantity under similar terms and conditions of the original orders. Order may also be split among more than one Tenderer for any particular item if considered necessary in the interest of the Purchaser.

5. Procedure & Opening Time of Tenders:

Tenders will be opened in the office of the Sr.General Manager (S&S) on the specified date and time in presence of such of the Tenderers or their authorized representatives (limited to one person only) in case of each bidders who may desire to be present, at the time of opening the bids. The Sr.General Manager (S&S) or his authorized representatives will, on opening each bid, read aloud the name of the bidder. He shall also read aloud the attested and un-attested corrections and shall record the number of such corrections on each page of the technical bid over his dated initials and also initial all such corrections.

6. 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).

7. Eligibility for Submission of Bids.

Tenderers who have purchased the Specification from the office or downloaded from the official website of OPTCL & deposited the tender cost while submitting the tender will only be considered.

8. Purchaser's Right to Accept/Reject Bids.

The purchaser reserves the right to reject any or all the tenders without assigning any reasons whatsoever if it is in the interest of OPTCL under the existing circumstances. (Read with Clause-10, Section-II of the Specification).

9. Mode of Submission of Bids.

- ii) Bids, complete in all respect shall be submitted in person or by registered Post with A.D. Any other mode shall not be accepted. When delivered in person, the tenders shall be received by a responsible officer of the office

of the General Manager (S&S), OPTCL who shall officially acknowledge the receipt of the same. Tenders received after due date and time shall be returned un-opened.

- iii) **Telegraphic, Telephonic or FAX Tenders** shall not be accepted under any circumstances.

10.

Earnest Money Deposit.

(a) The tender shall be accompanied by Earnest Money Deposit of value specified in the notice inviting tenders against each lot/bid. Tenders without the required E.M.D. will be rejected outright. The earnest money deposit shall be furnished in one of the following forms subject to the conditions mentioned below:

(b) Bank Draft: To be drawn in favour of the General Manager, Stores & Services Circle OPTCL, Bhubaneswar -751022.

(c) Bank Guarantee from any nationalized/scheduled Bank strictly as per enclosed proforma vide Annexure-VI to be executed on non-judicial stamp paper of appropriate value worth Rs.29/- to be accompanied by the confirmation letter of the issuing Bank. The validity of the E.M.D. Bank Guarantee shall be 240 days from the date of opening of tender, failing which the tender will be liable for rejection.

No interest shall be paid on the Earnest Money Deposit. Up to Rs.25,000/- (Rupees twenty-five thousand only) the Earnest Money Deposit may be furnished either in shape of cash or Bank Draft. Above Rs.25,000/- (Rupees Twenty Five Thousand only) the Earnest Money Deposit shall be furnished in shape of NSCs or EMD Bank Guarantee, as per proforma attached.

No adjustment towards Earnest Money Deposit shall be permitted against any outstanding amount with the Odisha Power Transmission Corporation Limited

In the case of un-successful Tenderer the Earnest Money will be refunded Immediately after the tender is decided. In the case of successful tenderer, EMD will be refunded only after furnishing of security money referred to at Clause-19 of section . II. 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.

Earnest Money will be forfeited if the Tenderer fails to accept the letter of intent and /or purchase orders issued in his favour.

Tenders not accompanied by Earnest Money/documentary proof of Exemption of E.M.D. shall be summarily rejected.

11. Validity of the Bids

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

12. PRICE Tenderers are requested to quote FIRM price only.

13. 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.

ii) 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.

14. 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 Sr.General Manager, Stores Circle OPTCL. This however, does not entitle the Tenderer to ask for time beyond due date fixed for receipt of tender.

15. Documents to Accompany Bids

Tenderers are required to submit tenders in the following manner :-

Part-I of the Tender shall Contain the following Documents

Declaration Form. (As per Annexure . I)

Earnest Money /Documents in support of exemption from Earnest Money

Deposit if any.(As per Annexure-VI)

Technical Specification and Guaranteed Technical Particulars conforming to the Purchaser's Specification along with drawings and literature.

- (a) Abstract of Terms & Conditions in prescribed Proforma as per Annexure-II.
- (b) Audited Balance Sheet & Profit Loss Account for the previous three years signed by CA. Turnover should be minimum 60.0lakhs per F.Y.
- (c) Xerox copy of registration with Company Registration.
- (d) Xerox copy of valid MV/HT license from ELBO, Bhubaneswar.
- (e) Xerox copy of registration of EPF & ESI with copy of return for last three F.Y.
- (f) Xerox copy of registration of Service Tax with copy of return for last three quarters.
- (g) Xerox copy of registration of PAN & copy of last IT return.
- (h) Xerox copy of registration with VAT & copy of clearance certificate.
- (i) Xerox copy of registration with Labour license under Casual Labour (R&A) Act.
- (j) Work experience certificate from the principal employer for similar Electrical Maintenance Works engaging minimum 35nos of workers and minimum 2 Nos., each value not less than 10.0lakhs per annum.

16. **Conditional Offer**

Conditional offer shall not be accepted.

17. **General**

- a. Over writing shall be avoided.
- b. Erasures and other changes shall bear the dated initial of the person signing the tender.
- c. 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.
- d. For evaluation the price mentioned in words shall be taken if there is any difference in figure and words in the price bid.
- e. Notice inviting tender shall form part of this Specification.

**PART - I
SECTION - II**

GENERAL TERMS & CONDITIONS OF CONTRACT (G.T.C.C)

1. **Scope of the Contract for OPTCL,BBSR**

To undertake the electrical maintenance work of the following types of at various offices of OPTCL as follows:

- a) Maintenance and operation of electrical installations of OPTCL's office buildings at Multistoreyed Building, Finance building, Technical building, Power Club, Hospital, Transit House, UGME school, Management Training Center at Kalyani Complex Unit . 8, Bhubaneswar and core skills training center and power Training Center at Chandaka under OPTCL.
- b) Operation of 2 Nos. of lifts at Multistoreyed Building, OPTCL, Bhubaneswar.
- c) Operation of 2 Nos. of 75Ton Central A.C. Plant at Multistoreyed Building, OPTCL, Bhubaneswar.
- d) Operation of Fire Hydrant System at Multistoreyed Building, OPTCL, Bhubaneswar.
- e) Operation of 2Nos. of 320KVA DG Set at Multistoreyed Building, OPTCL, 1Nos. of 125KVA DG Set at Technical Building, Bhubaneswar,1No. 10KVA DG Set at Power Hospital, Bhoingar & 1Nos. of 62.5KVA DG Set at PTC,Chandaka, Bhubaneswar.

- f) Maintenance of Electrical Installations of occupants of various types of quarters of OPTCL Colonies situated at Bhoinagar & Chandrasekharpur, BBSR.
- g) At least 2Nos. Supervisors, 14Nos. of Electrician & 9Nos. of Electrical Helpers will be required for maintain the electrical installations.
- h) Any other place not mentioned above but required to maintain as per the instruction of Manager(Elect.), EM Cell, OPTCL, Bhubaneswar.

2. **Scope of the Contract for Gridco, BBSR**

To undertake the electrical maintenance work of the following types of at various offices of **Gridco** as follows:

- a) Maintenance and operation of electrical installations of **Gridco** office buildings at Administrative Building, Bhoinagar, BBSR.
- b) Operation of 1No. of 125KVA DG Set at Administrative Building, Gridco, Bhoinagar, BBSR on the round the clock.
- c) At least 4Nos. of Electrician & 2Nos. of Electrical Helpers will be required for maintain the electrical installations.
- d) Any other place not mentioned above but required to maintain as per the instruction of Manager (Elect.), EM Cell, OPTCL, Bhubaneswar.

3. **Scope of the Contract for SLDC, Mancheswar, OPTCL, BBSR**

To undertake the electrical maintenance work of the following types of at various offices of SLDC, Mancheswar, OPTCL, BBSR as follows:

- a) Maintenance and operation of electrical installations of SLDC office buildings at SLDC, Mancheswar, OPTCL, BBSR
- b) Maintenance of Electrical Installations of various types of quarters of OPTCL Colonies situated at SLDC, Mancheswar, BBSR.
- c) Operation of 1No. of 125KVA DG Set at Administrative Building, SLDC, Mancheswar, BBSR
- d) At least 1No. of Electrician & 1No. of Electrical Helpers will be required for maintain the electrical installations.
- e) Any other place not mentioned above but required to maintain as per the instruction of AGM/ Manager (Elect.), SLDC, OPTCL, Bhubaneswar.

4. **Deployment of Personnel**

A team of authorized workmen with ID cards having valid electrical workman permit issued by ELBO, Bhubaneswar/ ITI Certificate holder shall be deployed at specified places stated above. Two qualified supervisor should also be available to supervise their work. Adequate and proper personnel as required should be arranged during any emergency apart from the regular personnel available at specified sites. In case the workmanship of any deployed personnel is found unsatisfactory and reported, the person will be replaced immediately.

Separate complaint registers are to be maintained for office with other electrical installations, colonies at Bhoi nagar, SLDC, Mancheswar, Gridco and Chandrasekharpur to attend complaints for immediate rectification. The attendance registers shall be maintained by you for the staff deployed which will be periodically checked by the DGM/ Manager (Elect.), OPTCL, Bhubaneswar.

The working hours of different places for deployment of workmen is mentioned below.

a. For Office Buildings:

- i) From 9.00 AM to 9.00 PM on all working days in shift wise.
- ii) From 9.00 AM to 6.00 PM on holidays.
- iii) In general Shift for lift operation on all working days.
- iv) AW Building : Round the clock. (Three Shifts)
- v) Multistoreyed Building : Round the clock. (Three Shifts)

b. For Bhoinagar & CS pur Colonies:
24X7 (Three Shifts)

Deployment of personals also be so arranged, that in no case any complaint shall remain unattended from the preceding day as far as practicable. A deployment chart for

each month is to be furnished by the contractor. In case the performance is found unsatisfactory, the contract will be terminated on serving one month's notice from OPTCL side.

5. Description of work: All types of repairing or replacement of electrical installations including wiring for fan, fitting and other electrical appliances etc. are within the scope of work. The consumables like PVC insulating tapes/ Black tapes / ampere tapes, fuse wires, Lubricant oil, markin cloths, cotton waste etc. will be provided by the the contractor as and when required during maintenance. All types of tools and tackles, testing and measuring instruments required for the work shall be provided by the contractor. The materials such as tube light, bulb, holder, switch, sockets & other wiring materials will be supplied by OPTCL/SLDC/Gridco.

6 EPF & ESI : It is your responsibility to deposit EPF and ESI of personnel engaged for the work by the contractor. The Xerox copy of proof of deposit of EPF & ESI in each employee of the previous month must be submitted along with the bills for verification & record. The health card from ESI must be issued to all employee within three months of issues of this work order.

Liability for Workman's compensation if any: This shall be borne by the contractor and OPTCL/SLDC/Gridco shall not have any liability what-so-ever in this regard.

7. Wages & Bonus: All the employee engaged in this office should get wages as per minimum wages rules of Govt. of Odisha. Any enhance in the wages by Govt. of Odisha, will be bear by the OPTCL/SLDC/Gridco. The minimum bonus should be paid to all employees once in a year.

8. Uniform: A good looking uniform, boot, helmet & tool bag with Identity card should provided by the bidder to all employees for easy identification.

9.0 **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.

9.1 The Purchaser shall mean the Sr.General Manager (S&S) for & on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD., Bhubaneswar

10. **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.

11. **Defective Workmanship:**

In the event any of any defect found in the damage to the material, the same shall be recovered from the contractor.

v) **Experience of Bidders :**

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

- i) Name of the work.
 - Standing of the firm.
 - Description of work executed during last four years.
 - A list of work orders executed during the last four years along with user's certificates.

12. **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.

13. **Deviation from Specification**

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.

14. **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).

15. **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.

16. **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 completion of repair 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, &/ or,

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

17. **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.

18. **Bank Guarantee towards Security Deposit, 100% Payment and performance Guarantee.**

i) The successful bidder has to submit a composite Bank Guarantee for ₹ 2.0Lakh (Rupees two lakhs only) in favour of Chairman cum Managing Director, OPTCL, Bhubaneswar & valid for a period of 38 months from the date of award of workorder. The same should be strictly as per the Performa enclosed herewith.

ii) No interest is payable on any kind of Bank Guarantee.

iii) 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.

19. **Terms of Payment.**

The full Payment will be made by the DDO [O/o DGM,EHT Stores Division, OPTCL, Bhubaneswar]/DDO,Gridco & DDO,SLDC in each month and after receipt of verification report from Engineer-in-charge subject to submission & acceptance of Bank Guarantee for OPTCL. The monthly wages of the personnel engaged by the contractor must be paid within 15th of each month. Only then the bills in triplicate may be submitted to the DGM,EHT Stores Division ,OPTCL, Bhubaneswar, DDO,Gridco & DDO, SLDC for acceptance & payment. Similarly, Payemnet will be made from SLDC,Mancheswar & Gridco,BBSR respectively.

20. **Penalty for Delay in Completion of Contract.**

If the Contractor fails to execute the maintenance activities in time as specified in the contract including time extension, if any, granted thereto, the Purchaser shall recover from the Contractor's security deposit @ 0.5 per cent of the total contract value for each calendar week of delay or any part thereof. For this purpose the date of receipt complain shall be reckoned as the date of repair.

21. **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). The statutory taxes i.e Work contract Tax & Income tax as per prevailing rates will be deducted from both bills i.e Labour & materials.

22. **Sales Tax & Income Tax Clearance, Balance sheet and Profit & Loss Account.**

22.1 Sales Tax and Income Tax clearance certificates valid upto the date of opening of Tender, should be enclosed with tender.

22.2 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.

23. **Contractor's Responsibility.**

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

24. **Validity.**

Prices and conditions contained in the offer should be kept valid for a period of 180 days from the date of opening of the tender, failing which, the tender shall be rejected. The Successful bidder will work for a period of three years in the same price but subject to revision of Minimum labour wages by the Govt. of Odisha.

25. **Evaluation & Comparison of Bids.**

(i) **Weightage shall be given to the following factors in the Evaluation & Comparison of Bids.**

- i) Past track record in AMC work of similar items to OPTCL.
- ii) Track record in maintenance of similar work done to other utilities other than OPTCL.
- iii) Deviation in the bid vis-à-vis in the stipulation in the Bid Specification both in Technical and Commercial.
- iv) 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.

26. **Minimum Qualification Criteria of Bidders.**

All the prospective bidders are requested to note that their bids can only be considered for evaluation if they had worked for an amount of 40.00 Lakhs/Annum. Bids not fulfilling these criteria are liable for rejection.

27. **Legal Jurisdiction**

Disputes, 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.

28. **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.

29. Official Address of the Parties to the Contract.

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

- (i) **Purchaser:** Sr.General Manager (S&S) ,
ODISHA POWER TRANSMISSION CORPORATION LTD,
Bhubaneswar-751022. Telephone: 0674- 2541106
- (ii) **Supplier:**
Address:
Telephone No.
FAX No.

30. Outright Rejection of Tenders.

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

- i) Tenderer should have purchased/obtained the Bid specification document from the office of the Purchaser or down loaded from the website of OPTCL but shall deposit the tender cost while submitting the tender.
- ii) Tenders shall be accompanied by the prescribed Earnest Money Deposit unless otherwise qualified for exemption from furnishing of EMD.
- iii) Tender shall be kept valid for a period of 180 days from the date of opening of Tender.
- iv) Tender shall be submitted in single part as specified with documents.
- v) Copy of valid registration certificate – (i) Firm registration certificate in case of partnership organization and (ii) certificate of incorporation in case of Pvt. Ltd. & Public Ltd. company.
- vi) Copy of valid commercial establishment registration certificate - under Odisha Shops & Commercial Establishment Act-1958.
- vii) Copy of valid Labour License under Contract Labour (Resolution & Abolition) Act-1970.
- viii) Copy of valid Electrical License issued by ELBO – minimum 'MV' class
- ix) Copy of valid EPF Registration certificate with Copies of EPF monthly deposit challans for last 3 months and copy of ECR of last one month.
- x) Copy of valid ESI Registration certificate with Copies of ESI monthly deposit challans for last 3 months and copy of ECR of last one month.
- xi) Copy of valid Service Tax registration certificate, copies of acknowledgements issued by Service Tax Authority for submission of last 3 Service Tax Returns with copies of tax deposit receipts.
- xii) Copy of acknowledgements issued by IT authority for submitted returns of last 3 FY year and copy of PAN.
- xiii) Copies of experience certificates, copies of work orders and work completion certificate for annual maintenance of electrical installations under MV categories for minimum value of 25 lakhs per annum under a single service / job contract (single work order).
- xiv) Copy of VAT registration certificate

xv) Copy of Professional Tax Registration certificate under Orissa State Tax on Profession Trades, Callings and Employments Act-2000.

xvi) The bidder have done any legal suit against the organization.

31. 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.

32. Scheme/Projects.

The works covered in this Specification shall come under Sr.General Manager (S&S) within O & M budget of DDO [DGM,EHT Stores Division, OPTCL, Bhubaneswar].

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
x)	Bank Guarantee form for 100%.	ANNEXURE-IX

SECTION-IV

TECHENCAL SPECIFICATION

LIST OF APPROVED MAKE OF THE ELECTRICAL ITEMS TO BE USED

Sl. No.	Description of Item	Make
1	G.I.EARTHING PIPE	TATA /JINDAL
2	LIGHTING FIXTURE	PHILIPS/ CGL/ BAJAJ/ HAVELLS OTHER
3	PVC INSULATED POWER AND CONTRAL CABLES	NICCO/GLOSTER/CCI/KEI/CRYSTAL/POLYCAB/ UNIVERSAL/M/S HAVELLS INDIA LTD/ KEC INT /DAKSHA INDUSTRIES /V-GUARD/ SCO GEMSCAB/MOHTA ELECTRO SYSTEM(MESCAE
4	PVC WIRES	L&T/FINOLEX/ANCHOR/KDK/HAVELLS

5	SWITCHES	ANCHOR(ROMA)/ABB/INDO ASIAN/HAVELS
6	MCB	L&T/ABB/SIEMENS/MDS/ HAVELLS / LEGRAND
7	ACB/MCCB	L&T/SIEMENS/MERLIN GERIN

Note : Wherever the make of the material has not been mentioned either in the above list or in the schedule, the same shall conform to the relevant BIS Specification and such material should be got approved by the concerned Engineer-in-charge before it is utilised in the work.



ANNEXURE – I **DECLARATION FORM**

To

Sir,

2 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.

3 I/We hereby undertake to have the materials delivered within the time specified in the Tender.

4 I/We here guarantee the technical particulars given in the Tender supported with necessary reports from concerned authorities.

5 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 _____

6 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)

Price Schedule- to be coat in %.

			OPTCL		GRIDCO		SLDC	
SL NO.	DESCRIPTION	TOTAL WAGES PER MONTH	Min. NO. OF EMP	TOTAL WAGES	Min. NO. OF EMP	TOTAL WAGES	Min. NO. OF EMP	TOTAL WAGES
1	Supervisor (High Skilled) (MWX30days)	7800	2	15600	0		0	
2	Electrician (Skilled) (MWX30days)	7200	14	100800	4	28800	1	7200
3	Electrical Helper(Semi skilled) (MWX30days)	6600	9	59400	2	13200	1	6600
4	SUB- TOTAL		25	175800	6	42000	2	13800
5	Other Allowance, house rent etc.							
6	EPF employers Share @13.36% on basic wages			23487		5611		1844
7	ESI employers Share @ 4.75%(on basic wages + Other allowance)			8350.5		1995		655.5
8	Bonus @ 8.33% of basic wages			14644		3498.6		1149.54
9	EL and Festival leave @8.55% of basic wages			15030.9		3591		1179.9
10	Average cost of Full 2pair Uniforms, boot, Safety Helmet etc per month	200	25	5000	6	1200	2	400
11	Average cost of Electrical tools, tackle, Testing equipments, Industrial ladders etc per month etc per month			500		500		200
12	Any other Charges							
13	SUB-TOTAL			242812		58396		19229
	Plus Service charges & Administrative charges of Contractor @ 10% of sub total.			24281.2		5839.58		1922.86
13	Any other Charges			0		0		0
14	G.TOTAL			267094		64235		21151
15	% of Discount on MRP rates of materials							

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 Rs. (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 General Manager (S&S) ODISHA
POWER TRANSMISSION CORPORATION LTD.
_____ (**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.

(a) 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.

(b) 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 relieving us.

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

(d) 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.

8. We the _____ Bank further agree that this guarantee shall also be invokable at our place of business at Bhubaneswar branch (Indicate the name of the branch) in the state of Odisha.

9. Not With Standing Clause:

1. Our liability under the Bank Guarantee is restricted to ₹.....

2. This Bank Guarantee shall be valid upto _____

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us at Bhubaneswar branch (Indicate the detail address of the branch) a written claim or demand or before.)

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 PAYMENT AND PERFORMANCE**

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

i) WHEREAS the ODISHA POWER TRANSMISSION CORPORATION LTD 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.

ii) 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 _____).

iii) 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.

iv) 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.

v) 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.

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

vii) 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 _____

8. We the _____ Bank further agree that this guarantee shall also be invocable at our place of business at Bhubaneswar branch (Indicate the name of the branch) in the state of Odisha.

9. Not With Standing Clause:

1.Our liability under the Bank Guarantee is restricted to ₹.....

2. this Bank Guarantee shall be valid upto _____

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us at Bhubaneswar branch (Indicate the detail address of the branch) a written claim or demand or before.)

Dated the _____ Date of _____

Witness : (With signature, name & address)

- 1.
- 2.

For _____
(Indicate the name of Bank)

ODISHA POWER TRANSMISSION CORPORATION LTD

ANNEXURE - VIII

PROFORMA FOR PERFORMANCE GUARANTEE.

In consideration of the Chairman-cum-Managing Director, ODISHA POWER TRANSMISSION CORPORATION LTD. (Hereinafter called "the OPTCL") having agreed to exempt M/s. _____ hereinafter called "the said Contractor(s)" from the demand under the terms & conditions of an agreement No. _____ dated _____ made between _____ and _____ for _____ (hereinafter called "the said Agreement") for security Deposit for satisfactory performance of materials (as detailed in the said agreement) during the guarantee period (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 Bank Guarantee for ₹. _____ (Rupees _____) only. We _____

(Indicate the name of the Bank)

Bank limited (hereinafter referred to as "the Bank") at the request of _____ Contractor(s) do hereby undertake to pay to the OPTCL an amount not exceeding ₹. _____ (Rupees _____ only) against any loss or damage caused to or suffered or would be caused to suffered by the OPTCL by reasons any of breach by the said Contractor(s) of any of the terms or conditions contained in the said agreement.

2. We _____ Bank Limited do hereby undertake to **(Indicate the name of the Bank)** Pay the amount 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 damaged caused to or would be caused to or suffered by the OPTCL by reasons 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 failure to perform the said agreement. 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 ₹. _____ (Rupees _____).
3. We the _____ Bank Limited further agree to pay the OPTCL any money so demanded not withstanding any dispute or disputes raised by the Contractor(s)/Supplier(s) in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto, out liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and Contractor(s)/Supplier(s) shall have no claim against us for making such payment.

4. We the _____ Bank Limited further agree that the **(Indicate the name of the Bank)** guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be so enforceable till all the dues of the OPTCL under or by virtue of the said agreement, have been full paid and its claims satisfied or discharged or until 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 the guarantee is made on us in writing on or before the expiry of Eighteen months from the last delivery of materials or Twelve months from its use whichever is earlier we shall be discharged from all liabilities under this guarantee thereafter.
5. We the _____ Bank Limited further agree with the **(Indicate the name of the Bank)** 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 agreement or to extend time of performance by the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variation, postponement, or extension being granted to the said Contractor(s) or by any such matter or thing what so ever 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 or the Contractor(s)/Supplier(s).
7. We the _____ Bank Limited lastly undertake not to **(Indicate the name of the Bank)** revoke this guarantee during its currency except with the previous consent of the OPTCL in writing.

ODISHA POWER TRANSMISSION CORPORATION LTD

8. We the _____ Bank further agree that this guarantee shall also be invocable at our place of business at Bhubaneswar branch (Indicate the name of the branch) in the state of Odisha.

9. Not With Standing Clause:

1. Our liability under the Bank Guarantee is restricted to ₹.....

2. this Bank Guarantee shall be valid upto _____

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us at Bhubaneswar branch (Indicate the detail address of the branch) a written claim or demand or before.)

Dated the _____ Date of _____

Witness : (With signature, name & address)

- 1.
- 2.

For _____
(Indicate the name of Bank)

**ANNEXURE – IX
PROFORMA FOR BANK GUARANTEE FOR 100% PAYMENT.**

5 In consideration of the Chairman-cum-Managing Director, ODISHA POWER TRANSMISSION CORPORATION LTD (hereinafter called "the OPTCL") having agreed to allow M/s. _____ (hereinafter called the said Contractor(s), 100% payment on proof of verification of the materials delivered under the terms and conditions of an agreement No. _____ Dated _____ made between ODISHA POWER TRANSMISSION CORPORATION LTD., Bhubaneswar and M/s. _____ for supply 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 ₹.. _____ (Rupees) _____. We (the _____ Bank) (hereinafter referred to as "the Bank") do hereby undertake to pay to the OPTCL an amount not exceeding ₹.. _____ (Rupees _____) against any loss or damage caused to or suffered by or would be caused

ODISHA POWER TRANSMISSION CORPORATION LTD

to or suffered by the OPTCL by reasons of any breach by the said Contractor(s) of any of the terms and conditions contained in the said agreement.

6 We (the _____ Bank) do hereby under take to 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 suffered by the OPTCL by reasons 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 and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹. _____ (Rupees _____).

7 We the _____ Bank also undertake to pay to the OPTCL any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Suppliers(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 effect during the period that would be taken for the performance of the said agreement and that it shall continue to be 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. Certificates that the terms & conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

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 the _____ Bank Limited 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 agreement or to extend time of performance by the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variation, postponement, or extension being granted to the said Contractor(s) or by any such matter or thing what so ever 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 or the Contractor(s)/Supplier(s).

7. This guarantee will not be discharged due to the change in the name, style & constitution of the Bank or the contractors/suppliers.

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

This performance Bank Guarantee will remain in force up to _____

8. We the _____ Bank further agree that this guarantee shall also

be invocable at our place of business at Bhubaneswar branch (Indicate the name of the branch) in the state of Odisha.

9. Not With Standing Clause:

1. Our liability under the Bank Guarantee is restricted to ₹.....

ODISHA POWER TRANSMISSION CORPORATION LTD

2. this Bank Guarantee shall be valid upto _____

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us at Bhubaneswar branch (Indicate the detail address of the branch) a written claim or demand or before.)

Dated the _____ Date of _____

Witness : (With signature, name & address)

- 1.
- 2.

For _____
(Indicate the name of Bank)