

e-Tender for Procurement of “IT Consumable Items” for OPTCL Hqrs.



ODISHA POWER TRANSMISSION CORPORATION LIMITED
(A Govt. of ODISHA Undertaking)
Registered Office: Janpath, Bhubaneswar – 751022

TENDER NOTICE No. TW-IT/OT/04/2017-18

Chief General Manager(IT), OPTCL, 3rd Floor, OPTCL TOWER, Janpath, Bhubaneswar on behalf of OPTCL invites bids in e-tender mode only from reputed eligible bidders for Procurement of IT Consumable Items for OPTCL Hqrs. confirming to the terms and conditions mentioned as follows.

The interested eligible bidders may visit our website www.optcl.co.in on or after 10-11-2017, 10:00 Hrs. to go through / download the scope of supply and terms and conditions in detail. The commercial bid shall be due on dated 28-11-2017, 13.30 Hrs.

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 10-11-2017, 10:00 Hrs. up to 28-11-2017 (13.00 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/corrigendums to the tender shall be hosted in the OPTCL's official website <http://www.optcl.co.in> and www.tenderwizard.com/OPTCL only.

Chief General Manager (IT)

TABLE OF CONTENTS

	Chapter	Page
SECTION - I	General Information to Bidders	3
	Bidding Process	5
	Scope of Work	7
	Outright Rejection, Qualifying Requirements	7 & 8
	Mode of Bid Submission	9
SECTION - II	Instructions to Bidders	11
SECTION - III	General Conditions of Contract (GCC)	12
	Definitions	12
	Delivery, Verification / Inspection Schedule	14
	Warranty Terms	15
	Price, Payment Terms	16 & 17
	Penalty Terms	18
SECTION - IV	Specification Compliance tables	20
SECTION - V	Forms & Schedules	22
	PROFORMA FOR COMPOSITE BANK GUARANTEE	33

SECTION- I

1. GENERAL INFORMATION TO BIDDERS

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".

1.1 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 participants to the tender should be registered under IT Act / Finance tax Act,1994.

1. The Bidder must possess Compatible Digital Signature Certificate (DSC) of Class- III.
2. Contractors / Vendors / Bidders are requested to follow the below steps for Registration:
 - a. Click "Register", fill the online registration form.
 - b. Pay the amount of Rs. 2360/- online by Debit card/Credit card/ Net Banking. This registration is valid for two years.
 - c. Send the acknowledgment copy for verification.
 - d. As soon as the verification is being done the e-tender user id will be enabled.
3. 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.
4. If any Bidder wants to participate in the tender he will have to follow the instructions as given below:
 - a) Insert the PKI (which consist of your Digital Signature Certificate) in your System.
 - a. (Note: Make sure that necessary software of PKI be installed in your system).
 - b. Click / Double Click to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer).
 - c. Go to Start > Programs > Internet Explorer.
 - d. Type www.tenderwizard.com/OPTCL in the address bar, to access the Login Screen.
 - e. Enter e-tender User Id and Password, click on "Go".
 - f. Click on "Click here to login" for selecting the Digital Signature Certificate.
 - g. Select the Certificate and enter DSC Password.
 - h. Re-enter the e-Procurement User Id Password

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

- Click "Un Applied" to view / apply for new tenders.
- Click on Request icon for online request.
- Enter the required fields including details of **D.D** for tender **Processing fee**.

6. After making the request Bidders will receive the Bid Documents which can be checked and downloaded by following the below steps:

- Click to view the tender documents which are received by the user.
- Tender document screen appears.
- Click "Click here to download" to download the documents.

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

- Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not
- Note down / take a print of bid control number once it is displayed on the screen

8. Competitors bid sheets will be available in the website.

9. For any e-tendering assistance, contact help desk number mentioned below.

Bangalore ó 080- 40482000

2. The Bidding Process

a.	Type of Bidding	Two-part bidding
b.	<p>The tender,</p> <p>Bidder Participation</p> <p>Bidding process</p>	<p>This tender no. TW-IT/OT/04/2017-18</p> <p>The interested eligible bidders, have to submit their bids for all items of the schedule. The bidders can view the tender documents from website www.optcl.co.in or www.tenderwizard.com/OPTCL free of cost.</p> <p>The bids have to be submitted online in www.tenderwizard.com/OPTCL site as per the clause 5.</p> <p>6 Manners to submit the bid below.</p> <p>The bids which are not out-rightly rejected as per the clause 4.1 below are then scrutinized for meeting the qualifying criteria.</p> <p>The bidders who qualify as above are then evaluated on the basis of price quote.</p> <p>The Successful Bidder (SB) based on L1 prices shall address the supply contract.</p> <p>It is the sole discretion of the purchaser in the interest of OPTCL to select L1 bidder for all the items together.</p>
c.	Amendment to Bidding Document	<p>At any time prior to the deadline for submission of the bids, OPTCL may amend the bidding document by giving reasonable time and issuing addenda.</p> <p>Any addendum / modification / errata / corrigendum issued shall be part of the bidding document and shall be hosted in OPTCL's website/e-tender portal.</p> <p>The bidder shall visit the e-tender portal of OPTCL for any addendum / modification / errata / corrigendum</p>

d.	Withdrawal, substitution and Modification of Bids	<p>No Bid shall be withdrawn, substituted, or modified after the deadline for submission of bids.</p> <p>However, a Bidder may withdraw, substitute, or modify its Bid under the following situation</p> <ol style="list-style-type: none"> 1. After expiry of the bid validity period as per ITB. 2. Any material changes to the scope of work after submission of bid document. 3. Any material changes in the bidding documents after submission of bid document. 4. If the due date of the submission has been extended by the OPTCL after submission of bid
e.	Tender Documents	The bidders can view the tender documents from website www.optcl.co.in and the tender portal www.tenderwizard.com/OPTCL free of cost.
f	Tender Cost	₹5,900/- (non-refundable)[Rupees Five Thousand Nine Hundred] only including GST@18%.
g	Mode of Payment of Tender cost	Demand Draft in favor of DDO Hqrs OPTCL Bhubaneswar payable at Bhubaneswar. The DD must be issued by a nationalized bank on or before the last date for submission of bidding documents.
h	Tender Processing Fee	Tender processing fee of ₹2,360/- [Rupees Two Thousand Three Hundred Sixty] only including GST@18% may be made by Debit Card / Credit Card / Net Banking in www.tenderwizard.com/OPTCL in favour of KSEDC Ltd Payable at Bangalore Bidders shall have to submit acknowledgement of online payment receipt.
i	EMD*	The tender shall be accompanied by Earnest Money deposit of ₹37,500/- [Rupees Thirty Seven Thousand Five Hundred] only. Tenders without this required EMD will be rejected out rightly.
j.	Mode of EMD	<p>All bids must be accompanied by a bid security (EMD) of amount as mentioned at 2. i. above, along with the Technical/Specification Bid.</p> <p>Bid security can be submitted by a crossed bank draft/ pay order drawn in favour of The Drawing and Disbursing Officer, Head Quarters, OPTCL, Bhubaneswar.</p> <p>The EMD amount of unsuccessful bidders will be refunded only after the finalization of the contract.</p>

k.	Submission of EMD/Tender Cost/ Tender Processing Fee	Please see documents to attach, at 5. below
l.	Date and time of commencement of downloading of bidding documents	10-11-2017, 10:00 Hrs
m.	Last date and time of downloading/closing of bidding documents	28-11-2017, 13:00 Hrs
n.	Last date and time of submission of bid documents	28-11-2017 13:30 Hrs
o.	Pre-Bid Meeting and Date of Pre-Bid Meeting	The interested bidders should submit their queries, if any well in advance (before 2 days) of this pre-bid meeting Date and time viz.,21-11-2017 15:30 Hrs
p.	Date & Time of opening of Commercial	28-11-2016 15:00 Hrs.
q.	Date & Time of opening of Price bids	Will be intimated later
r.	Place of Opening of Bids	O/o Chief General Manager(IT),OPTCL, Bhubaneswar
s.	Address for communication	Chief General Manager (IT), 3rd Floor, OPTCL Tower, OPTCL, Janpath, Bhubaneswar 6 751022 infotech@optcl.co.in

In the event of the date specified for bid receipt, opening being declared as a holiday for purchaser's office, the due date shall be shifted to next immediate working day at the appointed time and place.

*Tender papers shall be free of cost, 50 % exemption on payment of EMD will be allowed to the local MSEs registered with respective DICs, Khadi village, cottage industries, OSIC and NSIC. **Registration / Scope of business of MSE should cover the items to be procured in this tender.**

3. Scope of Work: -

The **Scope of work** includes the Supply of the IT Consumable Items as per specifications mentioned at Section-IV. The end of life of all the IT Consumable Items quoted by the bidder should be a minimum 1(one) year or higher as per OEM from the date of supply.

4. Outright Rejection & Qualifying Requirements

The documents uploaded and / or submitted as per the clause 5. **“Mode of Bid submission”** shall form the basis for scrutinizing for Outright Rejection & Qualifying Requirements

4.1 OUT RIGHT REJECTION CRITERIAS:

The bids shall be summarily rejected if the following requirements are not met.

Sl	Requirement
1.	Tenders shall be complete in all respects and submitted through e-tender mode only; tenders submitted by any other mode shall not be entertained.
2.	The Tender must be accompanied by Earnest Money Deposit of value and mode specified at 2.0 Bidding Process & Schedule above
3.	Tenderer must have submitted the tender paper cost as per the instruction at 2.0 above
4.	Tenderer must submit Tender Processing Fee as stated in Section 1 of clause 2.h

4.2 Qualifying Requirement

Sl	Requirement
1	The bidder should provide copy of OEMs Authorized Partner / Dealer Certificate for OEM of the HP(major component of the tender) quoted (except the items for which the bidder itself is the OEM) along with the bid. The bidder should submit a declaration, by OEMs as a mandatory requirement that the quoted “IT Consumable Items” shall not be outdated within 1(one) year of supply or higher as per OEM.
2	Bidder shall be financially sound and must not be anticipating any ownership change for 1(one) year from bid submission. An undertaking to this effect shall be submitted by the Bidder.
3	The bidder shall give an undertaking as a part of this contract to provide co-operation for joint verification/inspection showing Cartridges/other IT Consumables compatible with printers/devices satisfying to quality and quantity as specified as the tender at no extra cost to OPTCL.
4	The bidder must have branch office in Bhubaneswar for supply of IT Consumable Items since last 5 years.
5	The tender should be kept valid for a period of 120 days from the date of opening of the tender as notified in the tender notice failing which the tenders will be rejected.
6	The bidder should submit audited Annual Accounts for last three financial years 2014-15, 2015-16, 2016-17.
7	Delivery & verification/inspection Schedule must be agreed upon
8	The annual turnover of the bidder in each FY 14-15,15-16,16-17 as per Audited Financial Statement should not be less than Rs. 60 lakhs. The statement shall be certified by CA.
9	The bidder should have minimum 3(three) years experience (last 3 years) in supply of similar IT Consumables items, out of which at least one contract amounting to Rs 40 lakhs or more shall be completed successfully in a govt./PSU/autonomous public body. The bidders should submit the necessary supporting purchase / works orders and completion certificates.

5. Mode of Bid Submission

(A) Hard Form of Documents (In Original): Timely Submission of the Documents is the sole responsibility of the bidder

The following documents shall be furnished in original in a sealed envelope in the office of the undersigned on or before the last date and time of submission of bid.

- DD towards Tender Cost, DD towards EMD and Documentary proof of payment of Tender Processing Fees through e-payment mode.
- Authentic copy of registration Certificate as MSE unit if any, for claiming 50% EMD exemption.
- Power of Attorney notarized copy for signing the bid document if any.

(B.) Scanned Copies to be uploaded in .pdf format

All the supporting documents as below are to be signed and scanned, then uploaded in the tenderwizard.com/OPTCL.

Attach document name must be as mentioned as given below:

Attachments name	Document / Description
doc1	Bid Declaration Form SCHEDULE-A
doc2	Earnest Money Deposit (EMD) DD / Bank certified cheque/ (Scanned Copy)
Doc3	Manufacturers Authorization form on prescribed SCHEDULE-B
Doc4	OEM or bidder declaration <i>that the materials(IT Consumable Items) shall not be outdated for 1(one) year.</i>
Doc5	Copies of certified auditor statement on Annual Turnover and Audited Financial Statement (BS, PL) for last 3 years 2014-15, 2015-16,2016-17
Doc6	An undertaking that there will be no ownership change for one year from bid submission
Doc7	a) Constitution or legal status, Certificate of Incorporation and principal place of business; b) written power of attorney of the signatory of the bid to commit the bidder if any
Doc8	Detail of office in Bhubaneswar
Doc9	Information regarding any current litigation in which the bidder is involved, the parties concerned, and disputed amount.

Doc10	Declaration for co-operation in joint verification/inspection with OPTCL at no extra cost to OPTCL
Doc11	Deviation Statement if any as per "Deviations" title in the format described in Schedule-E
Doc12	Price Schedule (Schedule-C)
Doc13	Photo copy of PAN, GST Regn. Certificate.
Doc14	IT Return for last 3 Financial year
Doc15	All the required / relevant schedules of this tender duly filled, Signed, Stamped with official stamp on the Specification Compliance table at Section-IV & Section-V

(C) KEY-IN on the Schedules (.XLS) in the Tender Portal:

Following are the schedules in .XLS format to be downloaded, filled in and uploaded by the Bidder as per the OWNER format in the www.tenderwizard.com/OPTCL portal.

1. File Name : TenderPriceSchedule.xls

- a) Price schedules in XLS format **(Schedule-C)** to be downloaded, filled in and uploaded by the Bidder as per the OWNER format and to be uploaded on the official tender portal of the OWNER: www.tenderwizard.com/OPTCL portal
- b) The schedule of prices should be filled up fully carefully to indicate the breakup of prices including GST and other if any.
- c) In addition to that mentioned at clause 2.b Section-I, the bidder must quote for all the items. Technical Compliance sheet submitted for all the items in the chosen schedule/ schedule shall be the basis.
Bidders not quoting for all the items, shall be deemed non-responsive/ incomplete bid.

N.B

Notwithstanding anything stated above, OPTCL reserves the right to review the Bidder's capability and capacity to perform the contract at the time of award and reserves the right to accept or reject any or all tenders without assigning any reason thereof.

On request, original documents should be produced by the bidder failing which the tender would be deemed unresponsive hence incomplete.

SECTION: II

1. INSTRUCTIONS TO BIDDERS

- a. Bidders are expected to fully conversant with the meaning of all the clauses of the Bid document before submitting their tenders. In case of doubt regarding the meaning of any clause the Bidder may ask clarification in writing, before submitting the bid before the due date in much advance, from the Chief General Manager (IT), 3rd Floor, O P T C L Building, Janpath, Bhubaneswar - 751022, infotech@optcl.co.in. This however, does not entitle the bidder to ask for time beyond due date fixed for commercial bid or due date as may be fixed by Purchaser for Financial Bid.
- b. Conditional offers shall not be accepted.
- c. The tenderers or their authorized representatives (limited to one person) may be present, at the time of opening the bids.
- d. If necessary the bidder may be requested to revalidate the tender after expiry of the validity period under the same terms and conditions as per original bid except any change in the delivery period. In such an event, the bidders are free to change any or all conditions of their bids including price at their own risk.

If the bidder does not revalidate the tender, the tender shall stand rejected and E.M.D. deposited shall be forfeited.

- e. The bidder's deviations if any should be clearly indicated giving full justifications for such deviation in a separate sheet(s) under Schedule-E.
- f. Over writing shall be avoided. Erasures and other changes shall bear the dated initial of the person signing the tender along with company seal.
- g. 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 Bidder.
- h. For evaluation, the price mentioned in words shall be taken if there is any difference in figure and words in the price bid.
- i. The **price bids of the technically** and otherwise acceptable bids shall only be evaluated. The price bids of the unsuccessful bidders will not be opened and EMD shall be refunded only after finalization of the contract.

SECTION - III

GENERAL CONDITIONS OF CONTRACT (GCC)

1. SCOPE OF THE CONTRACT:

The **Scope of work** includes the Supply of IT Consumable items at IT Store, OPTCL Hqrs., Bhubaneswar and joint verification/inspection of the items. The joint verification/inspection of the items shall be made jointly by the bidder, consignee and IT Representative of OPTCL.

2. DEFINITION OF TERMS:

In writing these General Conditions of Contract, the Specification and bill of quantity, the following works shall have the meanings hereby indicated unless there is something in the subject matter or contract in consistent with such constructions.

- 2.1 The Purchaser shall mean the ODISHA POWER TRANSMISSION CORPORATION LTD or OPTCL.
- 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 executions, administrators successors and permitted agencies.
- 2.4 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, GST and other taxes and duties if applicable.
- 2.5 General Condition shall mean these General Condition of Contract.
- 2.6 The Specification shall mean the specification annexed to or issued with the General Conditions .
- 2.7 Month shall mean of calendar month.
- 2.8 Writing shall include any manuscript, type written printed or other statement reproduced in any visible form and whether under seal or under hand.
- 2.9 F.O.R. Destination costs shall mean the cost of equipment and material at the consignee's store. The cost is inclusive of all Taxes and inclusive of packing, forwarding and insurance & Freight charges.
- 2.10 The term contract shall mean & include General Conditions, Specifications, Schedules, Drawings, form of tender, covering letter, schedule of prices or the final General Condition, any special conditions applying the particular contract, specifications and drawings and agreement to be entered in.

- 2.11 Terms and condition 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 GUIDELINES FOR THE BIDDER:

Disclaimer

The Contractor shall examine the instructions to Tenderers, General Conditions of Contract, Specification, the Schedules of Quantity and delivery and rest of the bidding document to satisfy himself as to all terms and conditions and circumstances affecting the contract price. He shall quote price (s) according to his own allowances except as otherwise provided therein will be levied. The purchaser shall not be responsible for any misunderstanding or incorrect information obtained by the contractor other than information given to the contract in writing by the purchaser.

4 Purchaser's right to accept/reject bids:

Under the prevailing circumstances, 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.

5 Right Regarding Alteration of Quantities Tendered.

The Purchaser may alter the quantities of materials/equipment at the time of placing orders.

6 Additional Quantities

The vendor shall supply the items on receipt of the Purchase order. The initial order will be supplied within the stipulated period. If required, the vendor may be additionally required to supply up to 25% of the initial ordered quantity within six months of the issue of the order without any change in the price and other terms and conditions of the original purchase order.

7 EMD

The EMD submitted shall be of proper amount and validity. No interest shall be paid on the Earnest Money Deposit. No adjustment towards EMD shall be permitted against any outstanding amount with OPTCL.

In the case of unsuccessful bidder, the EMD will be refunded immediately after the tender is decided. In the case of successful bidder, this will be refunded only after furnishing of Composite Performance Bank Guarantee referred under payment terms.

EMD will be forfeited if the bidder fails to accept the letter of intent and/or Purchase order issued in his favor.

8 PATENT RIGHTS ETC:

Any dispute arising in respect of copy right act for the equipment supplied **or software configured** by the vendor and **used by the purchaser** shall be the responsibility of the vendor and the purchaser in no way shall be held responsible in any form or court of law in this regard.

9 MANNER OF EXECUTION

All equipment supplied under the contract shall be manufactured in the manner set out in the specification and to the reasonable satisfaction of the purchaser. All the items supplied by the contractor **shall be new, unused and conforming to relevant standards.**

10 INSPECTIONS AND TESTING

The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Purchaser shall notify what inspections and tests the Purchaser requires and where they are to be conducted.

The inspections and tests may be conducted on the premises of the Manufacturer or Supplier at point of dispatch. The Supplier shall provide all reasonable facilities and assistance to the inspectors at no charge to the Purchaser.

The Purchaser's right to inspect, test, and where necessary, reject the Goods after the Goods arrival at IT Store, OPTCL H.Qrs. shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods shipment.

The inspection of the Goods shall be carried out to check whether the Goods are in conformity with the **technical specifications** attached to the contract and shall be in line with the inspection/test **procedures** laid down in the **Technical Specifications** and the General Conditions of Contract. The Purchaser may again test the items after completion of the installation and commissioning at the site of the installation.

12 DELIVERY & VERIFICATION/INSPECTION SCHEDULE:

- a) Free delivery will be arranged by the supplier, at IT Store, OPTCL HQrs., Bhubaneswar. The consignee detail shall be intimated in the PO (Purchase Order).
- b) The delivery, verification / inspection of ***the items ordered, shall be completed within 4(Four) weeks from the date of issue of Purchase Order.***

13 MANUALS AND DRAWINGS

The supplier shall provide OEM supplied user manuals, accompanying CD/DVD, Drawings, if any.

14 SUPPLIER'S OBLIGATIONS

- (i) The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.
- (ii) The Supplier will treat as confidential all data and information during the execution of his responsibilities and will not reveal such information to any other party without the prior written approval of the Purchaser.

15 CONTRACT'S DEFAULT LIABILITY:

[i] The Purchaser may, after 7 days of serving written notice of default by the supplier, terminate the contract in circumstances detailed hereunder.

[a] If in the judgement of the Purchaser, the supplier fails to make delivery of equipment / material within the time specified in the contract or within the period for which if extension has been granted by the Purchaser in writing in response to written request of the supplier.

[b] If in the judgement of the Purchaser, the supplier fails to comply with any of the provisions of this contract.

[ii] In the event, Purchaser terminates the contract in whole or in part as provided in **Clause-15.i. a & b Section III above**, the Purchaser reserves the right to purchase upon such terms and in such a manner as he may deem appropriate in relation to the equipment/material similar to that terminated and the supplier will be liable to the Purchaser for any additional costs for such similar equipment/material and/or for penalty for delay as defined in **clause-24** of this section until such reasonable time as may be required for the final supply of equipment.

[iii] In the event the Purchaser does not terminate the contract as provided in clause 15(i) above, supplier shall be liable to the Purchaser for penalty for delay as set out in Clause- 24 of this section until the equipment is accepted.

16 REJECTION OF MATERIALS

In the event on any of the materials/ equipment supplied by the contractor is found defective in materials or workmanship or otherwise not in conformity with the requirements of the contract specification, the purchaser shall reject the materials/equipment and request 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 to the purchaser. If the contractor fails to do so within 7 days of written notice, the purchaser may

- (i) At its option replace such defective equipment/materials and recover the extra costs so involved from the contractor and/or
- (ii) Terminate the contract for balance work/supplies, with enforcement of penalty as per contract.
- (iii) Acquires the affected equipment/materials and services at reduced price considered equitable under the circumstances.
The contractor shall not be allowed any extension in contract completion period due to time taken to replenish the rejected material/work.

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 WARRANTY Terms:

The vendor shall warrant all the "IT Consumable items" for the period of One year or as per OEM whichever is higher for the same from the date of supply/ verification/ inspection.

In case the violation of the condition of warranty is not set right by the vendor, the Composite Bank Guarantee shall have to be extended beyond fifteen months for which the vendor shall request the banker for the same.

The formalities for extension of warranty should be completed before 3 months of the expiry of warranty period, by the vendor/bidder, otherwise OPTCL will be forced to encash the said Composite Bank Guarantee.

- (i) The Supplier warrants that the Materials supplied under the Contract are new, unused and most recent product.
- (ii) The free comprehensive support during the warranty period will include the following:
 - a) The faulty equipment / materials shall be replaced within 24 hours from the time of registration of the call to the vendor by the purchaser.
 - b) The vendor shall be responsible for any defects that may arise out under normal usage due to faulty materials attached to the system, designing lacuna or poor workmanship. The vendor shall have to take immediate remedial measure for such defects at his own cost when called upon to do so by the Purchaser.
 - c) The vendor should also guarantee that the equipment and its accessories supplied are complete and fully compatible in every respect, and conform to technical specifications of design, material and workmanship mentioned in the tender. The vendor should also guarantee that the equipment and its accessories supplied would perform satisfactorily as per requirements mentioned in the specification.

19 PRICE:

- (i) Bidders are requested to quote their FIRM price only for each individual item covered under schedule of requirement. No price variation shall be entertained at any time during the contract period.
- (ii) The prices shall be FOR Destination only at the consignees store(s) inclusive of packing, forwarding, freight and insurance.
- (iii) Where ever the issue of foreign exchange is involved due to import of materials from a country other than India, the same shall be paid by the vendor. Import License, marine freight, insurance, customs duty, surcharge, port handling and clearing charges etc. all shall be vendors account and purchasers shall not be responsible in any way in this regard. All such costs shall be presumed to have been included in unit prices under column No.12 of Price Schedule C.

20 IMPORT LICENCE:

In case imported materials are offered no assistance will be given for Import License or release of Foreign Exchange. The firm should arrange to import materials from their own quota.

21 VALIDITY:

Prices and conditions of sale of the offer should be valid for a period of **120** days from the date of opening of the tender. However, the tenderer shall confirm in writing in the tender in this regard, otherwise, must mention his validity period in writing in the tender failing which the tender shall be rejected.

22 TERMS OF PAYMENT:

- i. **100%** payment shall be released on receipt of items in good condition on delivery, verification and stores entry of the all ordered IT Items which are **fully inspected and inspection report is duly accepted by IT, OPTCL.**
- ii. No advance payment in any form will be made.
- iii. Handling of foreign exchange component and customs clearance, if any, must be taken care of by the bidder.
- iv. The contract price shall mean firm price.
The following documents should be releasing 100% payments.

1. Bills in triplicate duly certified for verification, stock entry and countersigned.
2. Delivery Chalan.
3. Warranty certificate
4. Submission of BG as per **clause 23 below**
5. Inspection & Verification Report

In case of non-submission of BG of 10% , 90% payment shall be made and balance 10% shall be released after expiry of warranty period.

Paying Officer:

DDO, HQRS OPTCL shall be the paying officer for this contract.

23 COMPOSITE BANK GUARANTEE:

A composite Bank Guarantee at the rate of 10% (Ten percent) of the contract price shall be furnished from any Nationalised/Scheduled Commercial Bank to the Chief General Manager (I.T), OPTCL within 30 (thirty) days of issue of the purchase order, executed in a non-judicial stamp paper worth of **Rs.100/-** (Rupees One hundred) only subject to change as per ODISHA Stamp Duty Act.

The CBG must be valid for a period of 15(fifteen) months from the schedule date of delivery of last lot strictly as per pro-forma enclosed, towards security, 100% payment and performance guarantee purposes, **failing which the purchase order will be treated as cancelled.** In the event of any breach or default in all or any of the conditions set forth and provided in the purchase order, the purchaser may forfeit the whole amount of the composite bank guarantee. The forfeiture of the composite Bank guarantee shall not in any way affect, limit or extinguish any remedy or relief to which the above authority may at any time be lawfully entitled.

No interest will be payable on Composite Bank Guarantee amount.

24 PENALTIES TOWARDS NON PERFORMANCE

Delay in execution of any supply order against this tender shall attract penalty.

i) Penalty

For IT Consumable Items

If the supplier fails to complete the delivery as per delivery schedule specified, OPTCL shall recover from the supplier as penalty a sum of 0.5% of the item value of the undelivered portion (item) for each calendar week or part there of subject to a maximum of 5% of the ordered unit / license price. Imposition of penalty is however subject to force majeure conditions.

ii) Force Majeure Clause

The supplier 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 Embargoes / **failure in downloading, activating the license due network problems, server down, link failure, site not ready**, consignee absent and provided that the supplier shall within ten(10) days from the beginning of such delay notify the purchaser in writing of the cause of delay along with documentary evidence. The purchaser shall verify the facts and grant such extension, if facts justify.

25 INSURANCE:

Insurance of Stores covered by this specification shall be done by the suppliers with their own insurance unless otherwise stated. The responsibility of **delivery of the stores** at destination 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 materials damaged or lost which will be reported by the consignee within 30 days of receipt of the materials at destination without awaiting for the settlement of their claims with the carriers and underwriters. In case the replacement of damaged item/part is not done within 30 days, the material shall be treated as not delivered and shall attract penalty till replacement as per clause under heading "Rejection of Materials".

26 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 the contract or through the composite Bank Guarantee submitted by him.

27 LIMITATION OF LIABILITY

The CONTRACTOR'S total liability for all claims, costs, losses, expenses, actions, proceedings arising out of or in connection with this W.O. and scope of work shall be limited to the fees paid. In no event shall either party be liable for any indirect, special, incidental, consequential or punitive damages (including without limitation damages for business interruption, loss of business profits, loss of business information or any other monetary loss) howsoever caused arising out of or in connection with the W.O. and whether or not the party has been advised of the possibility of such damages. The CONTRACTOR shall be liable only for a fault, which is exclusively attributable to it or its contractors, and shall be discharged of its liabilities to the extent that a fault is attributable to the OWNER or its contractors.

28 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.

29 CONTRACTOR'S RESPONSIBILITY:

Notwithstanding any thing mentioned in the specification or subsequent approval or acceptance of the purchaser, the ultimate responsibility for **design of materials and** satisfactory performance shall rest with the tenderers.

30 LANGUAGE AND MEASURES:

All documents pertaining to the contract including specifications, schedule, notices, correspondences, **operating and 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.

31 CORRESPONDENCES:

- (i) Any notice to the contractor under the terms of the contract shall be served by Registered mail or by hand at the contractor's principal place of business.
- (ii) Any notice to the purchaser shall be served at the OPTCL's principal office in the same manner.

32 LEGAL ADDRESS OF THE PARTIES:

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

PURCHASER:

Chief General Manager (IT), ODISHA Power Transmission Corporation Ltd.
3rd Floor, OPTCL Tower, Janapath,
Bhubaneswar - 751 022, ODISHA, India

CONTRACTOR:

(TO BE FILLED BY THE TENDERER)

33 COPY RIGHT PROTECTION OF TENDER DOCUMENT:

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

SPECIFICATIONS

Specification Compliance or Deviations tables with reference to the specifications of items mentioned at **SCHEDULE - C**.

For OPTCL Hqrs.

SL No.	ITEM DESCRIPTION (IT CONSUMABLE ITEMS)	Type	Compliance (Yes/No)	Deviations if any
(A) Cartridges				
1	HP Laserjet Pro 1606dn Printer Cartridge (Black-78A)	Black		
2	HP Laserjet PRO M401 DN printer Cartridge (80A)	Black		
3	HP Laserjet PRO M1213nf MF printer Cartridge (88A)	Black		
4	HP Color Laserjet CP 5225 printer Cartridge (Black-740A)	Black		
5	HP Color Laserjet CP 5225 printer Cartridge- Color Set(i.e.Cyan-741A, yellow-742A, magenta-743A)	Color Set		
6	HP Laserjet M5025 MFP printer Cartridge (70A)	Black		
7	Hp color Laser Printer cartridge (375 NW MFP) (410A-Black)	Black		
8	Hp color Laser Printer (375 NW MFP) Cartridge Color Set(i.e.Cyan-411A, Yellow-412A, Magenta-413A)	Color Set		
9	HP Laserjet Pro M226 dn MFP Printer Cartridge [Make:HP, Model: M226dn] (88A)	Black		
10	HP Laserjet P3015DN cartridge (Black-55A)	Black		
11	Ricoh Aficio Color Laser Printer (Model: SP-C240dn) Cartridge (Black-C220S)	Black		
12	Ricoh Aficio Color Laser Printer (Model: SP-C240dn) Cartridge- Color Set (Cyan-C220S, Yellow-C220S , Magenta-C220S)	Color Set		
13	Samsung Laserjet ML-2851ND Cartridge	Black		

(B) Other I.T. Consumables along with DMP Cartridge				
1	EPSON LQ 2090 Dot Matrix Printer Cartridge			
2	Ribbon for Dot Matrix Printers (length:17 Mtrs. or higher) (Make:Wep)			
3	Pendrive(16GB) [Make: Moserbaer / HP/ Transcend/Sandisk]			
4	Pendrive(32GB) [Make: Moserbaer / HP/ Transcend/Sandisk]			
5	Pendrive(64GB) [Make: Moserbaer / HP/ Transcend/Sandisk]			
6	Mouse (USB-Optical)[Make:HP]			
7	Portable USB Hard-Disk(4TB)-(Make: Seagate)			
8	DVD-R 4.7 GB Make HP Single Layer with Cover [Make:Sony/HP/Moserbaer]			
9	2GB DDR-2 (667 MHZ) RAM			
10	External DVD Writer (Make/Model:HP 8X or latest/Higer Ext. Slim DVD RW)			

SECTION - V

Forms and Schedules

SCHEDULE- A

Procurement of IT Consumable items

BID FORM

To

Chief General Manager (IT),
ODISHA Power Transmission Corporation Limited 3rd Floor, OPTCL Tower,
Janpath, Saheed Nagar, Bhubaneswar- 751 022

Ladies and/or Gentlemen, having examined the bidding documents, including addenda Nos. _____ (insert numbers), the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the materials under the contract "Procurement of IT Consumable Items" in conformity with the said Bidding Documents for the sum of _____ (Total Bid amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our bid is accepted, to deliver the Materials in accordance with in the stipulated delivery period as mentioned in the Bidding Documents.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% (ten percent) of the Contract Price for the due performance of the Contract, in the B.G. Form prescribed by the Purchaser.

We agree to abide by **this bid for a period of 120 days** from the date fixed for bid opening under **Clause 6 4.2(5)** "Qualifying Requirement", and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal contract is prepared and executed between us, this bid, together with your written acceptance thereof and your Notification of Award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this day of 200

Signature

in the capacity of
duly authorised to sign for and
on behalf of (IN BLOCKLETTERS)
.....

MANUFACTURER'S AUTHORISATION FORM

SCHEDULE-B

No. _____

Dated _____

To:

The Chief General Manager (IT),
ODISHA Power Transmission Corporation Ltd.,
3rd Floor, OPTCL Building, Janpath,
Bhubaneswar - 751 022. ODISHA

Tender Document No. _____ Dt. _____

Dear Sir,

We [*name of the Manufacturer*] who are established and reputable
manufacturers of [*name and/or description of the goods*] having factories at [*address*
of factory]
do hereby authorise [*name and address of Agent*] to submit a bid, and
subsequently negotiate and sign the Contract with you for the goods manufactured by us against
the above Tender.

We hereby extend our full guarantee and warranty as per **Clause 18** of the General Conditions of
Contract for the goods and services offered for supply by the above firm against this Invitation for
Bids (IFB).

[Signature for and on behalf of Manufacturer] [Name]

[Name of the Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by
a person competent and having the power of attorney to bind the Manufacturer. It should be included
by the Bidder in its bid.

SCHEDULE - C

Procurement of IT Consumables Items

Price schedule for the materials to be keyed in the .xls / .xlsx template provided in the tender portal.

Bidder's Name & Address :											
I. PRICE BID FOR "I.T. CONSUMBALE ITEMS" FOR OPTCL Hqrs. :											
Sl. No.	Item Description (I.T. Consumable Items)	Type	UOM	Required Qty. (in no./set)	Unit Price (Excluding GST)	IGST	CGST	SGST	Total GST (7+8+9)	Total Unit Price Including GST (6+10)	Total Price (10X5)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
(A) Cartridges											
1	HP Laserjet Pro 1606dn Printer Cartridge (Black-78A)	Black	No.	6							
2	HP Laserjet PRO M401 DN printer Cartridge (80A)	Black	No.	60							
3	HP Laserjet PRO M1213nf MF printer Cartridge (88A)	Black	No.	34							
4	HP Color Laserjet CP 5225 printer Cartridge (Black-740A)	Black	No.	20							
5	Color Set(i.e.Cyan-741A, yellow-742A, magenta-743A)	Color Set	Set	12							
6	HP Laserjet M5025 MFP printer Cartridge (70A)	Black	No.	20							
7	Hp color Laser Printer cartridge (375 NW MFP) (410A-Black)	Black	No.	3							
8	Hp color Laser Printer (375 NW MFP) Color Set(i.e.Cyan-411A, Yellow-412A, Magenta-413A)	Color Set	Set	3							

9	HP Laserjet Pro M226 dn MFP Printer [Make:HP, Model: M226dn] (88A)	Black	No.	100							
10	HP Laserjet P3015DN cartridge(Black-55A)	Black	No.	4							
11	Ricoh Aficio Color Laser Printer (Model: SP-C240dn) Cartridge (Black -C220S)	Black	No.	3							
12	Color Set (Cyan-C220S, Yellow-C220S, Magenta-C220S)	Color Set	Set	3							
13	Samsung Laserjet ML-2851ND Cartridge	Black	No.	20							
(B) Other I.T. Consumables along with DMP Cartridge											
1	EPSON LQ 2090 Dot Matrix Printer Cartridge		No.	15							
2	Ribbon for Dot Matrix Printers(length:17 Mtrs. or higher) (Make:Wep)		No.	80							
3	Pendrive(16GB) [Make: Moserbaer / HP/ Transcend/Sandisk]		No.	50							
4	Pendrive(32GB) [Make: Moserbaer / HP/ Transcend/Sandisk]		No.	50							
5	Pendrive(64GB) [Make: Moserbaer / HP/ Transcend/Sandisk]		No.	20							
6	Mouse (USB-Optical)[Make:HP]		No.	30							
7	Portable USB Hard-Disk(4TB)-(Make: Seagate)		No.	5							
8	DVD-R 4.7 GB Make HP Single Layer with Cover [Make:Sony/HP/Moserbaer]		No.	30							
9	2GB DDR-2 (667 MHZ) RAM		No.	5							
10	External DVD Writer (Make/Model:HP 8X or latest/Higer Ext. Slim DVD RW)		No.	8							

Procurement of IT Consumable Items

1.0 General Information

All individual firms bidding for the package are requested to complete the information in this form. Nationality information to be provided for all owners or Bidders who are partnerships or individually owned firms.

Where the Bidder proposes to use named subcontractors for critical components of the works, or for work contents in excess of 10 percent of the bid price, the following information should also be supplied for the specialist subcontractor(s).

1.	Name of firm	
2.	Head office address	
3.	Telephone.	Contact
4.	Fax	Telex
5.	Place of incorporation/registration	Year of incorporation/registration

Nationality of owners

	Name	Nationality
1		
2		
3		

2.0 Capability Statement

1	Name of Bidder	
2	Classifications (1) Manufacturer (2) Authorized Agent (3) Dealer (4) Others (please specify)	
3	Factory/Works: (a) Location (b) Description, Type and size of building (c) Is property on lease or free hold? If on lease, indicate date of expiry of lease in such case (d) Details of plant and facilities for manufacture/assembly of the goods	
4.	Type of equipment manufactured and supplied during last three years.	
	Name of equipment	Capacity/Size
		Nos. manufactured
		Nos. of orders on hand
5.	<p>Details of Organization at Service Centre</p> <p>a) No. of skilled employees:</p> <p>b) No. of Unskilled employees:</p> <p>c) No. of Engineering employees</p> <p>d) No. of Administrative employees</p> <p>e) List of special repair/workshop facilities available</p> <p>f) Storage space for spare parts (sq. m.)</p> <p>g) Value of minimum stock of spares available at all the service centres in respective currency</p> <p>h) Value of the modes/types by number of equipment serviced by the centre in last two years</p>	
6.	Names of three buyers to whom similar equipment was supplied in the past and to whom reference may be made by the Purchaser regarding the Bidder's technical and delivery ability.	
	(1)	
	(2)	
	(3)	

3.0 Banker Information

Name of Bidder:

Bidders shall provide financial information to demonstrate that they meet the requirements stated in the Instructions to Bidders. Each Bidder must fill in this form. If necessary, use separate sheets to provide complete banker information.

Name of Banker	
Address of Banker	
Telephone No. Fax No. Contact Name & Title	

Summarise actual assets and liabilities in Indian Rupees for the previous three years. Based upon known commitments, summarise projected assets and liabilities in Indian Rupees for the next three years.

4.0 Litigation History

Name of Bidder

Bidders should provide information on any history of litigation or arbitration resulting from Contracts executed in the last five years or currently under execution.

Year	Award FOR or AGAINST Applicant	Name of client, cause of litigation and matter in dispute	Disputed amount (Current Value in Indian Rupees)

5.0 Experience Statement (for a period of last three years for all the type of items offered)

Sl. No.	Order placed by (full address of Purchaser)	Order No. and date	Description and quantity of ordered equipment	Value of order	Date of completion of delivery As per contract	Date of completion of delivery as per Actual	Remarks indicating reasons for late delivery, if any.	Balance qty., if any, to be supplied	Expected date of Commencement of completion of balance supplies	Has the equipment been satisfactorily functioning? Attach certificate from the Purchaser/Consignee

Date :

Place :

(Signature) _____

(Printed Name)

(Designation)

(Common Seal)

PROCUREMENT OF IT CONSUMABLE ITEMS

(DEVIATIONS AND ALTERNATIVES)

The Bidder shall item wise any alternatives and deviations from the bid document included in his Bid. Each item shall be listed below with the following information:

Any proposal in this section will be applicable only for the bidders whose Bid will be substantially responsive in accordance with “**Instructions to Bidders**”.

A Bid determined as not substantially responsive will be rejected and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

1. Reference Clause in the bid document.
2. Detailed description of the alternative or deviation.
3. Reason for the change.
4. The change in bid price if the alternative or deviation is withdrawn and the bidder conforms to the specifications.

Date: (Signature)

Place: (Printed Name)

(Designation)

(Common Seal)

PROCUREMENT OF IT CONSUMABLE ITEMS

(FORM OF CERTIFICATE OF ORIGIN AND ELIGIBILITY)

Bidder's Name & Address

I (We) hereby certify that the equipment and materials to be supplied are produced in
....., an Eligible Source Country.

I (We) hereby certify that my (our) firm is incorporated and registered in
....., an Eligible Source Country.

Date: (Signature)

Place: (Printed Name)

(Designation)

(Common Seal)

N.B : TO be signed and the scanned copy to be uploaded

SCHEDULE 6 G

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 ____ .

WHEREAS THE ODISHA POWER TRANSMISSION CORPORATION LTD., a corporate
body constituted under the Company Act, 1956 (herein after called "the OPTCL") has placed orders
No. ____ Dt. ____ (hereinafter called "The Contract") on M/s. ____ (hereinafter
called "The Contractor") for supply.
AND

WHEREAS the Contractor has agreed to supply and testing of ____ at the
OPTCL in terms of the said contract, 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 10% (ten percent) of the contract value in force of the said contract.

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 contract as aforesaid, we, the
____ (Bank) (hereinafter referred to as "the Bank") do hereby undertake to pay to the OPTCL
an amount not exceeding Rs. ____ (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 of any of the terms and conditions contained in the said contract.

(2) We (the Bank) do hereby undertake 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 reason of any
breach by the said Contractor of any of the terms or conditions contained in the said contract or by
reason of the Contractor's failure to perform the said contract. Any such demand made on the
Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.
However, our liability under this guarantee shall be restricted to an amount not exceeding
Rs. ____ (Rupees ____).

(3) We (the Bank) also undertake to pay to the OPTCL any money so demanded not
withstanding any dispute or disputes raised by the Contractor 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 (the 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 contract
and that it shall continue to be so enforceable till all the dues of the OPTCL under or by virtue of
the said contract have been fully paid and its claims satisfied or discharged or till Chairman-cum-
Managing Director, ODISHA Power Transmission Corporation Limited or his

nominee certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor 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 Bank í í ..) 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 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 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 the contractor.

(7) We (the Bank í í í .) lastly undertake not to revoke this 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 invocable at our place of business at Bhubaneswar in the state of ODISHA.

Dated at í í í í . the í í í í day of í í í í Two thousand í í í í

Witness:

(For and on behalf of the Bank)

Signatory

(For and on behalf of the Bank)

1.

2.

NOTE FOR TENDERERS :

- The B.G. is to be furnished in Non-judicial Stamp paper of Rs.100/- as applicable as per ODISHA Stamp Duty Act. from any Nationalized Bank.
- The stamp paper must be purchased in the name of the Bank issuing BG.