



**ODISHA POWER TRANSMISSION CORPORATION LTD**  
OFFICE OF THE GENERAL MANAGER (STORES & SERVICES)  
JANAPATH, BHUBANESWAR-751022  
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**TENDER SPECIFICATION NO.**  
**G.M.[S&S]- 16 / 2014-15**

FOR

DATE OF OPENING OF TENDER PAPER- 17 .11.2014 , 4.00PM

COST OF TENDER PAPER-  6000.00 + 5% VAT



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No.GMS-

/14/

dt.

## **TENDER NOTICE NO. GMS- 16 /2014-15**

For and on behalf of OPTCL, the undersigned invites Sealed Tender under two part bidding system from the recognized, Registered and experienced Security Agency for deployment of Security Personnel at different locations of EHT Stores for a period of two years w.e.f dt.01.12.14, the date of commencement of the Agreement on contract basis for watch and ward activities for the locations under its' control.

The detailed information for deployment of Security Personnel has been given in the Tender Document which can be downloaded from the OPTCL website from dt. 01.11.2014 to dt. 17.11.2014. The tender will opened on dt. 17.11.14 at 4.00PM. Interested firms may visit OPTCL's official website [www.optcl.co.in](http://www.optcl.co.in) for detail specifications.

GENERAL MANAGER [S&S]

CC to

1. CGM(O&M),OPTCL for kind inf.
2. Sr.GM(F),C&B,OPTCL

**CIN – U40102OR2004SGC007553**

**TENDER  
DOCUMENTS  
FOR  
DEPLOYMENT  
OF SECURITY  
PERSONNEL  
THROUGH  
SECURITY AGENCY**

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**ODISHA POWER TRANSMISSION CORPORATION LIMITED**

*(A Government of Odisha Undertaking)*

**REGD. OFFICE: JANPATH, BHUBANESWAR-751 022**

**CIN – U40102OR2004SGC007553**

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## TENDER DOCUMENT

[ For deployment of Security personnel through the Recognized / Registered Security Agency ]

- (a) Period of download of Tender Document : Up to dt. 17.11.2014 by 1.30 P.M
- (b) Date and time for submission of Tender Document : Up to dt. 17.11.2014 by 3.30 P.M
- (c) Date and time for opening of
- (i) Technical Bids : dt. 17.11.2014 by 3.00 P.M
- (ii) Financial Bids of eligible Bidders : The date to be communicated to those Bidders whose Technical bids are found In order**
- (d) Likely date for commencement of deployment of required Security Personnel : **The date to be determined after completion of Bidding process.**

### CONTENTS OF TENDER DOCUMENT

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5	Terms and Conditions	<b>13 To 18</b>
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### SCOPE OF WORK AND GENERAL INSTRUCTIONS TO BIDDERS

1. The Odisha Power Transmission Corporation LTD (OPTCL), requires the services of Recognized, Registered, well established and financially sound Security Agencies for deployment of Security personnel on contract basis for watch and ward activities in Circles / Divisions under its' control
2. The effective date of the contract for providing the aforesaid security personnel shall be the date of the contract **agreement made** and would continue till completion of **02 (Two ) years** from that

date. The Management of OPTCL, however, reserves the right to terminate the contract by giving **02 (Two) months' Notice** to the selected Security Agencies.

3. The interested Security Agencies may submit the Tender document complete in all respect along with the Earnest Money Deposit (EMD)  3500.00(Rupees three thousand five hundred only).

The Techno-commercial Bid containing EMD in shape of Demand Draft or Pay Order drawn on any scheduled Bank in favour of the EHT Stores Circle,OPTCL,BBSR (Name of the Circle for which the bid to be submitted) and payable at Bhubaneswar should be submitted along with other requisite documents by dt. 17.11.2014 up to 4.00 PM in the Circle Office.

EMD may also be submitted in the form of irrevocable Bank Guarantee from any scheduled Commercial Bank with validity of minimum 210 days to be reckoned from the last date for submission of bids.

4. The various crucial dates relating to "**Tender for deployment of Security personnel**" in the **Circle Office / Divisions under its' control** are cited as under :

(a)	Period of downloaded of Tender Document	Up to dt. 17.11.2014 by 01.30 PM
(b)	Date and time for submission of Tender Document	dt. 17.11.2014 by 01.30 PM
(c)	Date and time for opening of : (i) Technical Bid (ii) Financial Bid	dt. 17.11.2014 by 04.00 PM The date to be intimated to those Bidders who have qualified in the Technical Bid
(d)	Likely date for commencement of deployment of Security Personnel	The date to be determined after completion of Bidding process
(e)	<b>Earnest Money</b>	<input type="checkbox"/> 3500.00

6. The tender has been invited under two part bid system i.e. Technical Bid and Financial Bid. The interested Agencies are advised to submit two separate sealed envelopes super scribing "**Technical Bid for providing Security personnel for watch and ward services in various units & Establishment of OPTCL**" and "**Financial Bid for providing Security personnel for watch and ward services in (O/o General Manager(S&S))**" Both the sealed envelopes should be kept in a third sealed envelope super scribing "**Tender for providing Security Personnel for watch and ward services in (O/o General Manager(S&S) and Divisions under its' control**".

7. The requisite amount of EMD (refundable **without interest**) shall be accompanied with the Technical Bid of the Bidder / Agency, failing which the tender shall be **rejected summarily**.
8. The successful Bidder will have to deposit a **Performance Security Deposit @ 10%** of ordered amount in the form of **Bank Guarantee** from any **Nationalized Bank** drawn in favour of **EHT Stores Circle,OPTCL,BBSR** (Name of the Circle for which the bid is submitted) and payable / encashable at \_\_\_\_\_ covering the period of contract.

In case the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful Bidders.

9. The intending Bidders are required to enclose photocopies of the following documents (duly attested by Group "A" Gazetted Officers of the State Governments / Central Government), along with the Technical Bid, **failing which their bids shall be summarily / out rightly rejected and will not be considered any further** :

- (a) Registration Certificate of the applicant organization as Partnership Firm/Company / Society ;
- (b) Copy of PAN / GIR Card;
- (c) Copy of the IT return filed for the last two financial years;
- (d) Copies of EPF and ESI Registration Certificate;
- (e) Copy of the Service Tax Registration certificate;
- (f) Certified extracts of the Bank Account containing transaction

- during last two years;
- (g) Copy of License issued by the Home Department under the Orissa Private Security Agencies Rule, 2009;
- (h) Copy of Labour License (in Form – VI) under the Contract Labour (R&A) Act, 1970, in support of their five years experience in providing minimum 150 (One hundred fifty) Security personnel in Govt. Department /PSUs and certificate of Principal Employer regarding engagement of the Agency as a Security Service Provider.

10. Tenders received after the **due date and time** will be summarily **rejected**. Incomplete, conditional, Telephonic Tenders shall not be accepted.

11. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the Financial Bid Form**. In such cases, the tender shall be **summarily rejected**. However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.

12. The **E.M.D** of unsuccessful bidders will be refunded **without any interest after finalization of the Tenders**.

13. The rates of wages of different category of Security personnel **shall not be less than the rates of minimum wages** prescribed by the Government of Odisha from time to time under the Minimum Wages Act, 1948 and rules made there under.

14. The supervision charges, rate of wages, statutory dues and other allowances etc. under the labour laws and other laws payable by the employer (the bidder) should be indicated in detail.

15. The bidder has liberty to seek revision of rates of wages of different category of Security personnel if the minimum wages and other statutory dues go on revision during operation of the agreement.

16. **No other dues on any account** shall be payable by the **OPTCL** except the **rates of the Bidders for wages agreed upon and subsequent revision** thereof during the period of agreement as at Sl.14 & 15.

17. The bidder having sufficient experience and resources, quoting the lowest rate shall be selected. However, the OPTCL reserves the right to select any bidder taking into account their experience, expertise, resources and requirement of OPTCL as found suitable and determined by the Tender Committee.

18. Agreement with respective successful Bidder shall be made at the Circle level for its' own Office and for the Divisions functioning under its' control.

19. On award of the contract, the **Bidder** is required to obtain License from Licensing Authority under **Contract Labor (Regulation & Abolition) Act, 1970** having jurisdiction of the respective Circles / Divisions / other Units before deployment of Security personnel in the respective units failing which the bid shall be summarily rejected.

20. On his being successful, the proportionate amount from EMD deposited by the Bidder will be retained by the OPTCL towards **Security Deposit** till subsistence of the contract. The balance amount of EMD shall be refunded to the Agency without interest.

21. If it is found that any amount is payable by the successful Bidder towards wages, allowance and statutory dues in respect of the Security Personnel or any loss of OPTCL property, the same shall be adjusted from the Security Deposit to the extent of the amount so determined reserving the right to recover the deficit amount through other modes of recovery, including the right to **terminate the agreement** by giving **02 (Two) months Notice**.

22. The executants of the respective units of **OPTCL** shall provide **duty sheds, Telephones, fire control equipment's, furniture and other facilities** at the relevant duty place of the Security staff.

23. The successful Bidder shall be solely and exclusively responsible for engaging their Security personnel. The OPTCL will have no liability whatsoever concerning the employees of the Bidder. The Bidders shall have to make regular and full payment of all wages and allowances to its workers / employees so also the statutory dues, etc. He shall also be liable to indemnify OPTCL against all losses, damages caused to any commission and omission on the part of the Security personnel deployed by him.
24. The agreement is terminable by giving **two months'** Notice from either side during the period of agreement. In case where the successful Bidder commits any breach of the terms and conditions, the agreement can be **terminated without Notice and in that event the EMD/Security Deposit shall be forfeited.**
25. Validity of Tender :- The Tender should be kept valid for a minimum period of **180 days** from the last date for submission of bids
26. Evaluation of Tender :- The Tender shall be evaluated at the **Circle Office** for which the Tender has been submitted and the job shall be distributed among L – 1 Bidder and L – 2 Bidder onwards, whosoever matches with L – 1 price ( L – 1 Bidder will get 55% share and L – 2 onwards matching with L – 1 will get 45% share & so on).
27. The Bidder shall **undertake** not to **sublet** the work order to other Security Agencies.
28. The Bidder shall **undertake to abide by the terms and conditions** appended to this instruction on being successful in the bid.
29. The undersigned reserves the right to **reject all Tenders without assigning any reason whatsoever** and the decision of the **OPTCL Management** shall be final and binding on all the Bidders.
30. The **Technical Bids** shall be opened on the scheduled date and time at **04.00 PM** on dt.17.11.14 (**date**), in the **Circle Office** in the presence of the representatives of the Bidders if any, who wish to be present on the spot at that time.
31. The Financial Bid of only those Bidders will be opened **whose Technical bids are found in order.** The **Financial bids** shall be opened at a later date in the presence of the representatives of the Bidders, if any, who wish to be present on the spot at that time. The date, venue and time of opening of **Financial Bid** will be intimated to those who have qualified in the Technical Bid.

#### **TECHNICAL REQUIREMENTS FOR THE TENDERING AGENCIES**

1. The tendering Agencies should fulfill the following technical specifications :
  - (a) The registered office or one of the branch offices of the Agencies should be located within the jurisdiction of the Corporate Office of OPTCL / Field Units of OPTCL where the Guards are actually deployed.
  - (b) They should be registered with the appropriate registration authority as Partnership Firm / Company / Society ;
  - (c) They must have in possession of Licence from the Home Deptt.of Govt. of Odisha (under the Odisha Private Security Agencies Rules,2009) ;
  - (d) They must have atleast five years experience in providing minimum 150 (One hundred fifty) Security Personnel in Govt. Departments, Public Sector Undertakings etc. for the purpose they must have in possession of Labour License (in Form – VI) under the Contract Labour (R&A) Act, 1970 in support of their claim of five years experiences and certificate of Principal Employer regarding engagement of Agency as Security Service Provider ;
  - (e) They must have their own Bank Account ;
  - (f) They must have registered with Income Tax and Service Tax Departments.

(g) They must have registered with appropriate authorities under EPF & MP Act,1952 & Employee State Insurance Act,1948.

(h) Minimum turn-over must not be less than Rs. 50 Lakhs for the temporary deployment of Security personnel during the last two years (each year) which will be determined from the Audited Balance Sheet and Profit & Loss Account.

(i) Since OPTCL is paying to its' Security Guards as per the Minimum Wages declared from time to time by the Govt. of Odisha and other statutory payments like EPF, ESI, Service Tax etc. are being made as per Acts and Rules as amended from time to time, **tender evaluation shall be based on the "Service Charges" quoted by the Bidder.** The daily wages of Unarmed and Armed Security Guards are at par with the daily rate of Semiskilled and Skilled Category of Labourers respectively as communicated by the Govt. of Odisha. At present the daily wages per person being paid by the OPTCL in line with the Govt. order is as follows :

- (a) Unarmed Security Guard (Semiskilled category) = Rs. 170/-
- (b) Armed Security Guard (Skilled category) = Rs. 190/-
- (c) Supervisor (Highly Skilled category) = Rs. 205/-

**TECHNICAL REQUIREMENTS FOR SECURITY PERSONNEL TO BE DEPLOYED BY THE  
SUCCESSFUL AGENCIES IN OPTCL**

[As per provision of Section – 10 of the Private Security Agencies (Regulation) Act,2005 & Section – 6 of Home Department Notification No.2943/2009 dated 25.06.2009]

1. Must have above 21 years of age and not exceeding 40 years.
2. Must have possessed Physical Standards as indicated hereunder :-  
(A) General / OBC / SEBC / SC Candidates\_:

1. Height	:	160 C.M
2. Weight	:	55 K.g
3. Chest	:	80 C.M (Normal) 84 C.M (Expanded)
4. Eye Sight:		Sight Vision : Far – 6/6 Near – 0.6/0.6

(B) S.T Candidates :

1. Height	:	155 C.M
2. Weight	:	50 K.g
3. Chest	:	80 C.M (Normal) 84 C.M (Expanded)
4. Eye Sight	:	Sight Vision : Far – 6/6 Near – 0.6/0.6

Besides that every one should must free from knock knee, flat foot and able to run one Kilo Meter in six minutes. Free from any hearing defect and able to hear and respond to the spoken voice and alarms generated by security equipments. Must be free from contagious or infectious disease. Must have dexterity and strength to perform searches, handle objects and use force for restraining the individuals in case of need.

3. Must have in possession of Certificate in Form – IV (under Odisha Private Security Agencies Rules,2009) in support of successfully undergo the training prescribed for the purpose.
4. Must have in possession of Character Certificate in Form – III (under Odisha Private Security Agencies Rules,2009).



**APPLICATION - TECHNICAL BID**

**For Deployment of Security Personnel in OPTCL**

TENDER SPECIFICATION NO. OPTCL \_\_\_\_\_ Dated \_\_\_\_\_

1. Name of the Bidder : \_\_\_\_\_
2. Details of Earnest Money Deposit : DD No. \_\_\_\_\_ date \_\_\_\_\_  
of  3500/- drawn on Bank \_\_\_\_\_
3. Name of the Proprietor / Partner / Director : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Full Address of Registered Office of the Bidder : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No. : \_\_\_\_\_  
FAX No. : \_\_\_\_\_  
E-Mail Address : \_\_\_\_\_
5. Full address of Operating / Branch Office of the Bidder : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No. : \_\_\_\_\_  
FAX No. : \_\_\_\_\_  
E-Mail Address : \_\_\_\_\_
6. Name & telephone no. of Authorized officer/person to liaise with Field Office(s) : \_\_\_\_\_
7. Banker of the Bidder : \_\_\_\_\_  
(Attach certified copy of statement of A/c for the last Two years) \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Of Banker \_\_\_\_\_
8. PAN / GIR No. : \_\_\_\_\_  
(Attach attested copy)
9. Service Tax Registration No. : \_\_\_\_\_  
(Attach attested copy)
10. E.P.F. Registration No. : \_\_\_\_\_  
(Attach attested copy)
11. E.S.I. Registration No. : \_\_\_\_\_  
Attach attested copy)
12. Financial turnover of the Bidder for the last two Financial Years :

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2012 - 13		
2013 - 14		

13. Details of the five years' experience in providing minimum 150 (one hundred fifty) Security Personnel in Govt. Department / PSU in the following format (if the space provided is insufficient, a separate sheet may be attached) [attach copy of Labour Licenses under the Contract Labour (R&A) Act, 1970 in support of claim & certificate of Principal Employer] :

SI. No.	Name of the client, address, telephone and Fax No.	Security personnel deployed		Amount of contract (Rs. Lacs)	Duration of contract	
		Type of	No		From	To
		Security personnel deployed				

14. Additional information, if any:  
(Attach separate sheet if space provided is insufficient)

Date:  
Place:

Signature of authorized person  
Name:  
Seal :

**DECLARATION**

1. I, \_\_\_\_\_ Son / Daughter / Wife of Sri \_\_\_\_\_ Proprietor / Director / authorized signatory of the Bidder, mentioned above, am competent to sign this declaration and execute this tender document ;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them ;

3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:  
Place:

Signature of authorized person  
Name:  
Seal :

**APPLICATION – FINANCIAL BID**

**For Deployment of Security Personnel in OPTCL**

TENDER SPECIFICATION NO. OPTCL \_\_\_\_\_ Dated \_\_\_\_\_

1. Name of the Bidder \_\_\_\_\_ :
2. Name of the Circle / Head Qrs. Office For which bid submitted : O/o GM(S&S), Ground floor, Room No.4, Finance building, OPTCL, Bhoi nagar, BBSR.
3. Rate per person per month (8 hours per day)

SL NO	DESCRIPTION OF WORK	QTY	Service Charges per person per month in ₹	TOTAL AMOUNT IN ₹
	<b><u>FOR EHT STORES DIVISION, BHUBANESWAR</u></b>			
1	For Bhubaneswar Store Depot: Supply of 8Nos. of Security Guard including OFF day reliver.	8		
2	For Choudwar Store Depot: Supply of 8Nos. of Security Guard including OFF day reliver..	8		
3	For Choudwar Store Depot: Supply of 1No. of GunMan Security Guard including OFF day reliver..	1		
4	For Banarpal Store Depot: Supply of 8Nos. of Security Guard including OFF day reliver.	8		
5	For Banarpal Store Depot: Supply of 6Nos. of GunMan Security Guard including OFF day reliver.	6		
	<b><u>FOR EHT STORES DIVISION, RAYAGADA</u></b>			
1	Supply of 4Nos. of Security Guard including OFF day reliver.	4		
	<b><u>FOR EHT STORES DIVISION, JHARSUGUDA</u></b>			

1	Supply of 4Nos. of Security Guard including OFF day reliver.	4		
	<b><u>G. Total</u></b>			

Date : \_\_\_\_\_ Signature of authorized person  
Place : \_\_\_\_\_ Full Name:  
Seal :

**Notes :-**

1. The total rates quoted by the Bidder at SI. No.5 should be inclusive of all statutory liabilities in force except Service Tax at the time of entering into the contract.
2. The payment shall be made for each calendar month only on the basis of number of working days and number of Security personnel engaged duly certified by the authorized person.
3. Deployment of Supervisory shall be as per requirement of the OPTCL.
4. Payment details at SI. Numbers 1 to 4 are mandatory charges and should conform to the relevant legal / statutory provisions in force.
5. **Service Tax as per applicable rate on SI. No. 7 shall be paid extra in accordance with the Rules on payment of Service Tax. At present the rate is 12.36%.**

**GENERAL TERMS & CONDITIONS**

1. The Agreement shall commence **after the date of issue of offer of deployment order** and shall continue **till completion of 02 (two) years** from the date of agreement unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements.
2. The Agreement shall **automatically expire** on completion of **02 (two) years** from the date of agreement for engagement of the Security personnel unless extended further by the **mutual consent** of the **Bidder / Agency** and the **Authority of OPTCL**.
3. The Agreement may be **extended**, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period **mutually agreed** upon by the **Bidder / Agency** and the **Authority of OPTCL**.
4. The Bidder / Agency shall not be allowed to **transfer, assign, pledge or subcontract its rights and liabilities** under this Agreement to any other Agency or Organization by whatever name be called **without the prior written consent** of the **Authority of OPTCL**.
5. The requirement of the Security personnel may further increase or decrease marginally, during the period of initial contract also and the Bidder / Agency would have to provide additional manpower services, if required, on the same terms and conditions.
6. The **Bidder / Agency** will be bound by the details furnished by it to the **Authority of OPTCL** while submitting the tender or at subsequent stage. In case, any of such documents furnished by the Bidder / Agency is found to be false at any stage, it would be deemed to be a **breach of terms of Agreement** making it **liable for legal action** besides **termination of the Agreement without notice and forfeiture of EMD / Security Deposit** will be effected.
7. The **Authority of OPTCL** reserves the right to **terminate** the Agreement during initial period also after giving **two months'** notice to the **Bidder / Agency**.
8. The **Security personnel** deployed shall be required to **report for work** as per the direction issued by the **Units Head** and have required to work for **eight hours in a day. No extra remuneration in shape of over time shall be allowed to any Security personnel in the event of deployment of Security personnel by the Bidder / Agency beyond eight hours a day.** In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
9. The **Bidder / Agency** shall nominate a **Supervisor** who shall be responsible for immediate interaction with the **Unit Heads** where the personnel are to be deployed so that optimal services of the persons deployed could be availed without any disruption.

10. The entire financial liability in respect of **Security personnel** deployed in **Circles / Divisions** will in no way be **liable**. It will be the responsibility of the **Bidder / Agency** to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and **adduce such evidence** as may be required by the **Authority of OPTCL**.
11. For all intents and purposes, the **Agency** shall be the **“Employer”** within the meaning of different Rules & Acts in respect of **Security personnel** so deployed. The persons deployed by the **Bidder / Agency** shall **not have any claim** whatsoever like employer and employee relationship against the **Authority of OPTCL**.
12. The **Bidder / Agency** shall be solely responsible for the **redressal of grievances or resolution of disputes** relating to **Security personnel**. The **Authority of OPTCL** shall, in no way, be responsible for settlement of such issues whatsoever.
13. The **Authority of OPTCL** shall not be **responsible** for any financial loss or any injury to any **Security personnel** deployed by the **Bidder / Agency** in the course of their **performing the functions/duties, or for payment towards any compensation**.
14. The **Security personnel** deployed by the **Bidder / Agency** shall **not claim** nor shall be **entitled to pay, perks and other facilities admissible to regular / confirmed employees** during the currency or after expiry of the Agreement.
15. In case of **termination** of this **Agreement** on its expiry or otherwise, the **Security personnel** deployed by the **Bidder / Agency** shall **not be entitled to and shall have no claim** for any **absorption** in regular or other capacity.
16. The **Security personnel** deployed shall **not claim** any **benefit or compensation or absorption or regularization of deployment** with the **Authority of OPTCL** under the provision of rules and Acts. **Undertaking** from the **person deployed** to this effect shall be required to be submitted by the **Bidder / Agency**.
17. The **Bidder / Agency** must be **registered** with the concerned Govt. Authorities, i.e. **Home Department, Provident Fund Authorities, Employees State Insurance Corporation etc.**, and a copy of the registration should be submitted. On award of the contract, the **Bidder / Agency** shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 \* at his own part and cost.
18. The **Bidder / Agency** shall provide a substitute well in advance if there occurs any probability of the **Security personnel** leaving the job due to his own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Bidder / Agency. The Bidder / Agency shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
19. The **Security personnel** deployed by the **Bidder / Agency** should have **good police records and no criminal case should be pending against them**.
20. The **Security personnel** deployed should be **polite, cordial and efficient** while handling the assigned work and their actions should promote good will and enhance the image of the OPTCL. The **Bidder / Agency** shall be **responsible for any act of indiscipline on the part of the Security personnel** deployed.

The **Bidder / Agency** shall also supply **Dress / Uniforms** and **other equipments** to the **Security personnel** at its **own cost and expenses**.

#### **LEGAL**

21. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make

the Bidder / Agency as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

22. The **Bidder / Agency** shall be **responsible** for compliance of **all statutory provisions** relating to minimum wages payable to different types of Security personnel deployed with the Authority of OPTCL. The **Authority of OPTCL** shall have no liability in this regard.
23. The **Bidder /Agency** shall also be **liable** for **depositing** all taxes and statutory dues etc. on account of service rendered by the Agency to the **concerned tax collection** and **statutory authorities**, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the concerned **Authority of OPTCL**.
24. The **Bidder /Agency** shall maintain all **statutory Registers** under the Law and shall produce the same, on demand, to the Authority of OPTCL or any other authority under Law.
25. The **Tax deduction** at Source (**T.D.S.**) shall be done as per the provisions of Income Tax Act/Rules, as amended, from time to time and a certificate to this effect shall be provided by the Unit Heads of OPTCL where the Security personnel are to be actually deployed.

**\* Note :- Registration / License under the Contract Labour (Regulation and Abolition) Act,1970 is applicable to Manpower Service Provider employing 20 or more workmen.**

26. In case, the **Bidder /Agency** fails to **comply** with any liability under appropriate law, and as a result thereof, the Authority of OPTCL is put to any loss / obligation, **monetary or otherwise**, the **Authority of OPTCL** will be entitled to **get itself reimbursed** out of the **outstanding bills** or the **Performance Security Deposit** of the **Bidder /Agency**, to the extent of the loss or obligation in monetary terms.
27. The **Agreement** is **liable to be terminated** because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The **Authority of OPTCL** will have no liability towards non-payment of remuneration to the Security personnel deployed by the Bidder / Agency and the outstanding statutory dues of the Bidder / Agency to statutory authorities. If any **loss or damage** is caused to the **Authority of OPTCL** by the **Security personnel** deployed, the same shall be **recovered** from the **unpaid bills or adjusted** from the **Performance Security Deposit**. In the event of loss is more than the Performance Security Deposit and unpaid Bills, the Bidder / Agency shall be liable to pay the excess amount.
28. Any dispute or difference under or arising out of or in respect of the Contract, may be referred to the sole **Arbitrator** to be appointed by the **CMD, OPTCL, Janpath, Bhubaneswar** and his decision in the matter on the dispute will be final and binding on

## **FINANCIAL**

29. The **Technical Bid** should be accompanied with an **Earnest Money Deposit (EMD) @ 1% (One percent)** of the estimated value, which is refundable without interest, in the form of **Demand Draft / Pay Order / irrevocable Bank Guarantee** drawn in favour of "**D.D.O of the Circle Office** failing which the tender shall be **rejected**" out rightly.
30. The **Earnest Money Deposit** in respect of the **Bidder /Agency** who do not qualify the **Technical Bid (First Stage) / Financial Bid (Second competitive stage)** shall be returned to them without any interest **after finalization of the Tender**. In case of successful Bidder, if the Bidder / Agency fails to deploy the required Security personnel against the initial requirement within 30 days from date of placing the order, the **EMD** shall stand **forfeited** without giving any further notice. In case of successful Bidder, the **E.M.D** amount will be converted to the **Security Deposit**.
31. The successful Bidder will have to deposit a Security Deposit equal to **Two months deployment cost including statutory dues** in the form of **Fixed Deposit Receipt (FDR)** made in the name of the Bidder hypothecated in favour of the **D.D.O of the Circle Office** covering the period of contract. In case, the contract is further extended beyond the initial period, the **FDR** will have to be accordingly renewed by the successful Bidder.

32. The **successful Bidder** will have to deposit a **Performance Security Deposit @ 10%** of the work order value in the form of **Bank Guarantee** from only **Nationalized Banks** drawn in favour of the **D.D.O of the Circle Office** covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful Bidder.

33. In case of breach of any terms and conditions of the agreement, the **Performance Security Deposit** of the Bidder / Agency shall be liable to be **forfeited** besides annulment of the Agreement.

34.(A) - No advance amount shall be paid to the Bidder / Agency. The Bidder / Agency shall submit the monthly bill to the Circle / Division after making payment to Security Guards for the previous month along with the following documents within first week of the succeeding month.

- a) Invoice in triplicate mentioning the Order No. and date of OPTCL for such engagement with certificate regarding payment made within 7<sup>th</sup> of the succeeding month.
- b) Statement of attendance duly certified by the Service receiver.
- c) Wage summary indicating details of the persons engaged (Name, wage paid, PF A/c No., PF & ESI Deposited for previous month along with the documentary proof of payment duly certified by the Bidder / Agency).
- d) Copy of ECR (Electronic Challan-cum-Return) of the PF deposited for previous month.
- e) Proof of deposit of Service Tax for the last month.
- f) Proof of payment of wages to the personnel engaged through any banking mode (no cash transaction is allowed) for previous month such as monthly advice submitted to the Bank for crediting respective Security Guard's Bank A/c towards monthly wages and copy of Bank Pass Book showing payment of salary to the Guards.

The Bidder / Agency shall also submit the following documents via Email to the concerned D.D.O for verification and records. :

1. Monthly return of ECR (P.F deposit) in PDF format
2. Monthly return of ESI in PDF format

In case timely non-submission of documents such as wage sheet, EPF, ESI & Service tax, OPTCL will not be held responsible for delay in payment.

34.(B) – Opening of Bank Accounts by the Security Guards working under the Bidder / Agency is mandatory. Any payment to Security Guards should be made through Bank only. No cash payment will be allowed by the OPTCL.

34.(C) – The Bidder / Agency shall ensure that S/B Accounts of the Security Guards get credited within 03 working days from the date of sending advice to Bank for payments and the amount credited is the same as the net wage as per the wage slip.

34.(D) – Half yearly transfer of Security Guards is to be made to the nearby location under the same Division or Circle as per requirement from time to time.

35. **The bidder shall have no claim** whatsoever against the **OPTCL** for any loss / damage caused to the Bidder / Agency by reasons of **war, riot, commotion disturbance, pestilence, epidemical sickness, strike, lockout, earthquake, fire, storm, flood, explosion or any change in the nature, breakdown of plant or machinery for whatever reasons.**

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**The Bidder / Agency** shall resume the work as soon as such accountability has ceased to exist of which the respective units of OPTCL shall be the sole judge. If the performance in whole or part any terms / obligations under the contract is prevented or delayed by any such eventuality for a period exceeding **seven days**, the contract may be terminated at the discretion of the executants in the respective units of **OPTCL**.

36. The Authority of OPTCL reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.

37. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.

38. The successful Bidder / Agency will enter into an agreement with this Department for supply of suitable and qualified manpower as per requirement of this Department on the above terms and conditions.

39. The Bidder / Agency shall furnish the records / documents / ECR / in respect of Statutory Deposits in respect of the Security Personnel to the Officer concerned of OPTCL as and when required, failing which the Management has every rights to terminate the contract with one month notice to that effect.

**DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID**

1. Application – Technical Bid;
2. Attested copy of registration of Agency as Partnership Firm / Company / Society;
3. Certified copy of the statement of bank account of agency for the last two years;
4. Attested copy of PAN / GIR Card;
5. Attested copy of the latest IT return filed by agency;
6. Attested copy of Service Tax registration certificate;
7. Attested copy of the E.P.F. registration letter / certificate;
8. Attested copy of the E.S.I. registration letter / certificate;
9. Certified documents in support of the Financial turnover of the agency ;
10. Attested copy of the License obtained from the Home Department;
11. Certified documents in support of entries in column 13 of Technical Bid application;
12. Copy of the terms and conditions at pages..... in Tender Document with each page duly signed and sealed by the authorized signatory of the Bidder / Agency in token of their acceptance.

**DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF SECURITY PERSONNEL**

1. List of Manpower shortlisted by the Bidder / Agency for deployment with OPTCL containing full details i.e. date of birth, marital status, address, educational qualification etc;
2. The details of standard pattern of Uniforms (Summer, Winter and Rainy) supplied By the Bidder / Agency ;
3. Certificate in Form No. IV (under Odisha Private Security Agencies Rule,2009) ;
4. Character Certificate in Form No. III (under Odisha Private Security Agencies Rule,2009) ;
5. Copy of the License under the Contract Labour (R&A) Act,1970

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

Ref : Date : Bank Guarantee No:

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

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

**(Indicate the name of Bank)**



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

**(Indicate designation of the Purchaser)**

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

2. We the \_\_\_\_\_ do hereby, further undertake  
**(Indicate the Name of the Bank)**

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

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

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

contained shall remain in full force and effect during the aforesaid period of 240 days (Two Hundred Forty Days) and it shall continue to be so enforceable till all the dues to the OPTCL under or by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till Chairman-Cum-Managing Director, ODISHA POWER TRANSMISSION CORPORATION LTD. certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.

5. We the \_\_\_\_\_ further agree with the OPTCL that

**6. (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.

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

8. We \_\_\_\_\_ lastly undertake not to revoke this  
**(Indicate the Name of the Bank)**

guarantee during its currency except with the previous consent of the OPTCL in writing.

Dated the \_\_\_\_\_ Date of \_\_\_\_\_

**Witness :(With signature, name & address)**

- 1.
- 2.

For \_\_\_\_\_  
**(Indicate the name of Bank)**

**ANNEXURE – VII**

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

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

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

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

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

NOW THEREFORE in consideration of the OPTCL having agreed (1) to exempt the Contractor from making payment of Security (2) releasing 100% payment to the Contractor and (3) to exempt from furnishing performance guarantee in terms of the said agreement as aforesaid, we the \_\_\_\_\_ (Bank) (hereinafter referred to as 'the Bank') do hereby undertake to pay the OPTCL an amount not exceeding ` \_\_\_\_\_ (Rupees \_\_\_\_\_) against any loss or damage caused to or suffered by or would be caused to or suffered by the OPTCL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said agreement.

2.We (the \_\_\_\_\_ Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the OPTCL stating that the amount claimed is due by way of loss or damage caused to or suffered by the OPTCL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the Contractor's failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due any payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ` \_\_\_\_\_ (Rupees \_\_\_\_\_).

3.We the \_\_\_\_\_ (Bank) also undertake to pay to the OPTCL any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

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

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

5.We, ( \_\_\_\_\_ Bank) further agree that the OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the OPTCL or any indulgence by the OPTCL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but this provisions have effect of so relieving us.

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

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

Date at \_\_\_\_\_ the \_\_\_\_\_ Day of \_\_\_\_\_  
\_\_\_\_\_ Two thousand \_\_\_\_\_


For \_\_\_\_\_

*(Indicate the name of the Bank)*

**Witness: (with signature, names and addresses)**

- 1.
- 2.

**ANNEXURE – VIII**  
**PROFORMA FOR PERFORMANCE GUARANTEE.**

 In consideration of the Chairman-cum-Managing Director, ODISHA POWER TRANSMISSION CORPORATION LTD (OPTCL (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)/Suppliers(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 (OPTCL 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.

8. This performance Bank Guarantee will remain in force up to \_\_\_\_\_ Dated the \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_\_.

**Witness with signature, names & address:**

- 1.
- 2.

For \_\_\_\_\_ Bank Limited.

(Indicate the name of the Bank)

**ANNEXURE – IX**

**PROFORMA FOR BANK GUARANTEE FOR 100% PAYMENT.**

1. In consideration of the Chairman-cum-Managing Director, ODISHA POWER TRANSMISSION CORPORATION LTD (OPTCL (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 (OPTCL., 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 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.

2. 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 \_\_\_\_\_).

3. We the \_\_\_\_\_ Bank also undertake to pay to the OPTCL any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/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 (OPTCL 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 \_\_\_\_\_

Date at \_\_\_\_\_ the \_\_\_\_\_ Day of \_\_\_\_\_  
Two thousand \_\_\_\_\_

**Witness with signature, names & address:**

- 1.
- 2.

For \_\_\_\_\_ Bank Limited.

(Indicate the name of the Bank)

