



TENDER DOCUMENT
FOR
SANITATION AND
HOUSEKEEPING SERVICES IN OPTCL

Tender No.AW-CT-9/2016/26456 Dt.21.12.2016

Last date of Receipt of Tender Documents:12.01.2017 upto
3.00PM



ODISHA POWER TRANSMISSION CORPORATION LIMITED
(A Government of Odisha Undertaking)
REGD. OFFICE: JANPATH, BHUBANESWAR-751 022
CIN – U40102OR2004SGC007553

No. AW-CT-9/2016

26456

/ Dated, 21.12.2016

TENDER CALL NOTICE

Odisha Power Transmission Corporation Limited, A Govt of Odisha Undertaking invites sealed bids from the registered and reputed Service Provider Firms/Agencies for sanitation and housekeeping services. Such Agencies must be having minimum five years of experience in the above areas in any Central/State Govt., PSUs or Govt. Undertaking.

The detailed information with regard to job specification and scope of work for providing such services have been given in the Tender Documents which may be obtained in person from the office of the undersigned on any working day between 10.00 AM to 1.00 P.M w.e.f. 26.12.2016 on payment of Rs. 6,300/- (Rupees Six thousand three hundred) only [Cost of the Tender Paper Rs.6000/- + VAT Rs. 300/- @ 5%] in shape of crossed Bank Draft, payable at Bhubaneswar drawn in favour of 'DDO (Head Qrs.),OPTCL Bhubaneswar'. The Agency / Firm may also download the Tender Documents from the OPTCL Website: www.optcl.co.in and submit the tender along with the cost of the Tender Paper in shape of Bank Draft only. The amount of Rs. 6,300/- paid towards the cost of the Tender Paper is not refundable.

The last date and time for submission of Tender Document is 12.01.2017 by 3.00 PM.

DEPUTY GENERAL MANAGER (HRD)
GENERAL ADMINISTRATION



1. The sealed bids will be received by OPTCL upto 3.00 PM on 12.01.2017. Any bid received after the prescribed deadline shall not be considered irrespective of rates. The bids offered in any other mode / proforma except in the OPTCL proforma shall not be entertained. The bid submitted in a sealed envelope shall contain the two bids in two separate envelopes superscribing the “**Techno commercial Bid**” and the “**Price Bid**”. All pages of the bid are to be signed and affixed with the seal of the authorized signatory of the bidder. The Techno commercial bid of the tender will be opened on the same date at 4.30 P.M in the chamber of DGM (HRD), General Administration, OPTCL in the presence of bidders / their representatives. No post tender correspondences shall be entertained / allowed. Date of opening of financial bids of such firms which meet the prescribed techno-commercial criteria will be notified separately.
2. Earnest Money (EMD) of Rs.25, 000/- (Rupees Twenty five thousand only) should accompany the **Techno-commercial bid document**. The EMD shall be paid in the form of Demand Draft from a Nationalized Bank / Schedule Commercial Bank in favour of Drawing and Disbursing Officer (head Quarters), OPTCL, Bhubaneswar and payable at Bhubaneswar. Such EMD shall not carry any interest. Any bid not accompanied by requisite EMD shall be deemed to be invalid and shall be rejected by OPTCL.
3. The EMD shall be forfeited:
 - a) If the bidder withdraws his bid during the period of bid validity.
 - b) In the case of successful bidder, if he fails to furnish the required Performance Guarantee within the specified time limit.
4. The EMD of successful bidder shall be retained towards making of the security for the performance of the contract and shall only be discharged after submission of the Performance Guarantee.
5. The bid shall remain valid for a period of 6 months from the date of receipt of the bid.
6. The bidder should inspect the site before filling in and submitting the tender to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof. Tender must be submitted in original and without making any additions, alternations, and as per details given in other clauses given hereunder. The requisite details shall be filled in by the Bidder in the Tender document wherever required.
7. OPTCL authority reserves the right to cancel the tender without assigning any reason thereof.
8. OPTCL reserves the right to alter or add in any of the clause and also extend the validity period of the tender and contract period of agreement.



9. **RATES AND PRICES:**

9..1 Bidders should quote the rates in the format given at Annexure- , Incomplete bids will summarily be rejected. All corrections and alterations in the entries of tender papers will be signed in full by the Bidder with date. No erasing and over writings are permissible.

9.2 All statutory dues and taxes (including excise) VAT and other may be clearly specified. Price quoted shall be **FIRM** and any variation in rates, prices or terms during validity of the offer shall require forfeiture of the EMD.

10. **TERMS OF PAYMENT:**

Payment will be released on monthly basis within a fortnight after receipt of the bill and certification by the Unit heads that the services provided during the month are satisfactory and after due clearance by the Compliance Cell of OPTCL.

11. **LIQUIDATED DAMAGES:**

OPTCL reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and has also the right to award the contract to any other agency at the cost, risk and responsibilities of the bidder and excess expenditure incurred on account of this will be recovered by OPTCL from security deposit or pending bill or by raising a separate claim.

12. **PERFORMANCE GUARANTEE:**

12.1 The successful bidder shall furnish a performance guarantee for an amount equal to ten (10) percent of the monthly awarded value, within 10 calendar days from the date of acceptance of the bid for due and proper fulfilment of contract.

12.2 EMD of successful bidder shall be discharged after receipt and acceptance of the Performance Guarantee towards full Security Deposit in the valid format. EMD of unsuccessful bidders shall be discharged after award of work to the successful bidder and signing of contract thereof.

12.3 The performance guarantee provided by the successful bidder may be in the form of a bank guarantee from a Nationalized Bank (as per format given in Annexure-4) which should be valid for the period of guarantee from the date of issue or Demand Draft in favour of Odisha Power Transmission Corporation Limited.

13. **CONCILIATION / ARBITRATION:**

13.1 If any dispute (s) or difference (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by CMD, OPTCL.



- 13.2 In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences are detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by CMD, OPTCL.
- 13.3 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the Contractor shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.
- 13.4 The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.
- 13.5 The venue of the arbitration shall be Bhubaneswar, Odisha, India. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.
- 13.6 The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any **pendent lite interest** during arbitration proceedings.
14. **FORCE MAJEURE:**
- 14.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.
- 14.2 The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely OPTCL and the Contractor.
- 14.3 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, OPTCL shall have the option of cancelling this contract in whole or part at his discretion without any liability at his part.
- 14.4 Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.
15. **APPLICABLE LAW AND JURISDICTION:**
- 15.1 All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Courts in Odisha.



16. No alternative offer shall be considered.
17. OPTCL reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder/s on the ground of OPTCL's action.
18. OPTCL reserves the right to accept/reject any bid and to cancel the bidding process at any time and reject all bids, at any time prior to placement of order, without there by incurring any liability.
19. Any clarification on the documents may be obtained from:-
Shri A.K. Das
DGM (HRD) , General Administration,
Odisha Power Transmission Corporation Limited,
Janpath, Bhubaneswar- 751 022.
Cell No: 9438907100. Landline- 2542068
20. After award of Letter of Acceptance, the Contractor is required to enter into a Contract with OPTCL on the terms and conditions as detailed in the tender document.



JOB SPECIFICATION AND SCOPE OF WORK

A. AREA COVERAGE FOR HOUSEKEEPING SERVICES

1. OPTCL Registered Office at Janpath, Bhubaneswar- 751022 (Multistiried Building - Ground Floor to 4th Floor), Ground Floor, First floor and 2nd Floor of Finance Wing including General Branch, Ground Floor and first floor of Technical Wing, First floor and 2nd Floor of Corporate Planning Building, Issue Section, Training Branch OPTCL Hqrs Office, Library, Power Community Centre, Power Hospital, Electrical Maintenance Cell, Pensioner Rest Shed, Central Issue Section and Parking Area etc.
2. Ground Floor and First Floor of Administrative Building.
3. Details are provided in the Annexure-A

B. BROAD DETAILS OF SCOPE OF WORK:

1. Cleaning, seeping moping and wiping of floors, staircase on daily basis including Saturday or as required by Officer-in-charge. Cleaning activity shall start in the morning at 7.00 AM so as to complete all the dusting/cleaning, moping work before 9.00AM.
2. Continuous moping to be done at reception floor and other floors during office hours (9.30AM to 6.00PM).
3. Thorough cleaning of all toilets using required detergent by putting naphthalene balls and air purifier in all urinals, wash basins and WC area.
4. Cleaning and dusting of entire furniture, partitions, wooden cabin walls, railings, doors, windows, venetian, blinds, racks, sofas, typewriters, computers, telephones, curtains, wall mounted fans etc. with dry/wet cloth, feather brush and duster.
5. Lifting, carrying and disposing the dead birds, animals, rats, insects etc. if found in and around the office building.
6. Cleaning of any chocking's in the drainages, man holes, etc.
7. Removal of beehives and cobwebs/honey webs from the office building and its premises.
8. Cleaning and weeping of open area including balconies and roof tops with brooms.



9. The bidder shall also be responsible for pest control in the office and shall carry out sprays etc, minimum once in a month, The insecticides and pesticides should be sufficient enough to take care of Mosquitoes, Cockroach, Silver fish, crawling insects all library and carpeted rooms, rats etc. The insecticide and pesticides sprayed should be ISI mark and in case the pest control is ineffective the firm shall have to carry out operation more than once in a month.
10. The bidder must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract. The successful bidder shall engage only such workers whose antecedents have been thoroughly verified, including character and police verification and other formalities. In order to maintain quality services and minimize operational problems, the bidder must rotate the staff once in six months with prior written intimation to OPTCL authorities.
11. Proper registers/records for the jobs carried out on daily, weekly , fortnightly and monthly basis will be maintained by the Supervisor of the bidder and will be countersigned by the authorized representatives of OPTCL/ OPTCL officer-in-charge at regular intervals and finally at the end of each month.
12. The bidder should possess or procure needful infrastructure, gadgets and other materials required for smooth housekeeping services. No additional cost towards this will be borne by OPTCL.

C. **JOBS TO BE CARRIED OUT DAILY**

- i) Cleaning of general toilets at least thrice daily (at 8.30AM, 12.00 Noon and 3.30PM) with phenol and detergent etc, and maintain the toilets floors dry during office hours. Cleaning of windows and window sills of all toilets to be done regularly. Wash basins, urinals, Western Commode (WC) are to be cleaned with suitable detergent. Flushing system of all toilets is to be checked at regular interval every day. Naphthalene balls, air purifier and liquid soap and paper rolls are to be provided by the agency regularly to ensure continuous availability of these materials in requisite place/container.
- (ii) Cleaning of attached toilets with phenol, removing all dust and unwanted materials, keeping dry, cleaning of window seals once in a day. Naphthalene balls air purifier; toilet rolls/paper rolls and liquid soap are to be provided by the agency regularly to ensure continuous availability of these materials in requisite place/container.
- (iv) Cleaning and moping of electrical rooms once in a day during office hours.



- (v) Cleaning of office working areas, removing dust from floors, windows, doors, furniture, fixtures, telephones, ashtray, cupboards, air conditioners, filing almirahs, cabinets, glass panes, computers etc with dry/wet duster and or with suitable cleaning agent. Moping of floors with phenol.
- (vi) Collection of wastage paper from rooms, waste paper, baskets, lobbies and putting in bags at the specified location.
- (vii) Cleaning of carpets by soft brush.
- (viii) To clean glass panes on doors, windows and Partitions with soap/cleaning agent.
- (ix) Cleaning of chokage in sewer and pumping lines within premises as and when required.
- (x) Cleaning gulley trap and manhole within GRIDCO Administrative Building/ OPTCL premises as and when required.
- (xi) Cleaning of ducts and removal of garbage and putting them in dustbin kept outside the building.
- (xii) Cleaning/removal of any type of stains of ink etc, from the building premises ad staircases.
- (xiii) Cleaning, seeping and wiping of floors, furniture and hand washing area etc. during office hours.
- (xiv) Cleaning of carpets in rooms by vacuum cleaners.
- (xv) Cleaning of lift walls with silver/brass liquid cleaner.
- (xvi) Room fresheners in all office area to be used daily in the morning. Room freshener should be of ISI Mark or of standard Mark.
- (xvii) Spray of scented Mosquito and cockroach killer on all floors as and when required. Mosquito/cockroach killers shall be of ISI Mark. Special scented purifiers shall be sprayed at least twice daily in all rooms, cabins, bathrooms, reception, conference halls lifts, lobby, lifts etc.



D. **JOBS TO BE CARRIED OUT WEEKLY**

- (i) Acid cleaning sanitary ware without damaging their shine, scrubbing and cleaning of floors and walls in toilets/rooms, corridors with soap, detergents, kerosene/petrol or any other chemicals, automatic mopper /scrubbing machine to be used at least once in a week.
- (ii) Cleaning of fabric upholstered sofa sets if any with vacuum cleaners and leather upholstered sofa set and chairs with soap solution/cleaning agent of approved quality.
- (iii) Cleaning of brass letters by brasso (Polish).

E. **JOBS TO BE CARRIED OUT ON FORTNIGHT BASIS**

- (i) Polishing of brass items with approved brass cleaning material
- (ii) Cleaning of carpets in rooms by vacuum cleaners without damaging the carpet
- (iii) Dusting of false ceiling etc, with soft broom and cloth.
- (iv) Cleaning of sofa sets with soap water/vacuum cleaners.
- (v) Washing and cleaning of driveways, parking area and roads within the office premises.
- (vi) Lift, lobby and all toilets floors and other areas as may be directed by Officer in-charge, shall be cleaned with floor scrubbing machine.

F. **JOBS TO BE CARRIED OUT ON MONTHLY BASIS:**

- (i) All floors in common area floors including staircases shall be cleaned thoroughly with floor scrubbing machine with soap and water to remove all stains etc. After cleaning the floors with soap and water the floors shall be properly wax polished.
- (ii) Total office area floors to be cleaned with floor scrubbing machine, wherever required as per directions of Officer-in-charge.

G. **PROVIDING WORKFORCE:**

The bidder shall, however, survey the area and make assessment of the manpower requirement on their own. The bidder must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract. The bidder has to employ sufficient of women staff for clening and sanitation of Lady's Toilet. The successful bidder shall engage only such workers whose antecedent have been thoroughly verified,



including character and police verification and other formalities. In order to maintain quality services and minimize operational problems, the bidder must rotate the staff once in six months with prior written intimation to OPTCL.

The bidder shall ensure that all the workforce deployed wear uniform while on duty.

H. **SUPPLY OF MATERIAL AND CONSUMABLES:**

All materials/consumables other related items as listed in Appendix-III of Annex-3 is to be provided by the Agency, has to be of ISI marked or in conformity with the specification/makes keeping in view good quality/standard after discussion and finalization with Officer-in-charge. The firm shall assess the quantity of consumables to be used and supply them in advance and store them at OPTCL on fortnightly basis. The stores are to be replenished at least 5 days in advance. Consumables shall be issued every morning in presence of an official authorized by OPTCL.

I. **WASTE DISPOSAL MANAGEMENT:**

The bidder will ensure collection, mechanized screening/segregation of dry and wet garbage in the earmarked area. The bidder will also ensure segregation of bio degradable and non bio degradable garbage. Finally, the bidder will arrange for disposal of garbage at such a place as may be permissible by BMC.



ANNEXURE-I

LOCATIONS / AREAS FOR SANITATION AND HOUSEKEEPING SERVICES

Sl. No.	Locations	Covering the areas (in square feet)	Toilet Area
1	OPTCL Multi-Storeyed Building		
	i) First Floor	7434.95	365.05
	ii) Second Floor	6994.05	305.95
	iii) Thirds Floor	6934.44	365.56
	iv) Fourth Floor	7025.61	274.39
	v) Ground Floor	1400	
	vi) Fire Escape	800	
	vii) Staircase Portion	1160	
	viii) Parking Area	6993.13	
2	Ground Floor and First Floor of Administrative Wing	19533.10	952.82
3	Ground Floor, First Floor, Second Floor of Finance Wing including General Branch & Pensioner's Rest Room	42618.91	1315.68
4	Ground Floor and First Floor of Technical Wing	22844.29	998.55
5	Corporate Planning Building		
	Central Issue Section (Ground Floor)	820.77	78
	Vigilance Section (1 st Floor)	320	
	Law Section (2 nd Floor)	4501.42	230.20
6	Training & Development Branch of OPTCL Hqrs. Office and Library	1574	140.98
7	Power Community Centre	3736	83.56
8	Power Hospital	3041	416.74
9	Electrical Maintenance Cell	787	68.81
10	Staircase of AW, FW, TW, CP Building	3200	
11	Civil Work Section No.III Building	1282	80



ANNEXURE-2

HOUSE KEEPING SERVICES – TECHNO-COMMERCIAL BID

- 1 THE FIRM
- a) Name _____
- b) Regd/ Permanent.Address _____
- c) Address of office at Bhubaneswar/ Other places _____
- d) Contact / Authorized Person's
- (i) Name & Designation _____
- (ii) Address _____
- (iii) Tel No. Land Line _____ Mobile _____
- (iv) Email ID _____ Fax No. _____
2. Type of Firm : Private Ltd./Public Ltd./Cooperative/NGO/PSU
(Please tick and enclose copy of Memorandum/Articles
Of Association/Certificate of incorporation)
_____ enclosed
(Pl. specify)
3. PAN/GIR No. _____
(Please enclose Photocopy)
4. TIN No. _____
(Please enclose photocopy)
5. Service Tax Regd. No. _____
(Please enclosed Photo copy)
6. EPF Registration No. _____
(Please enclose photocopy)
7. ESI Registration No. _____
(Please enclose photocopy)
8. Annual Turnover for the last 3 years
(Should be more than _____)
- 2013/14 _____
2014/15 _____
2015/16 _____

(Please enclose copies of ITR/audited balance sheet and P&L A/c etc.)

_____ enclosed) Please specify



9. Experience of similar work in the field during the last five years.
(Should have provided housekeeping services in reputed organizations including at least one PSU/Govt. Deptt. with work order not less than i) **Rs.16 lakhs/pa.in a single order; or (ii) Rs.10.00 lakh/p.a each in two orders; or (iii) Rs.8.00/p.a each in three orders)**

a. Please submit copies of documentary evidence e.g. work order, corresponding satisfactory job completion certificates from clients specifying value and period of work order

_____ enclosed (Pl. specify)

10. Infrastructure Details
- i) Workforce (No.) _____ (not less than 30)
(Please enclose the list giving employee-wise Name, PF No.ESI No.)
- ii) Industrial, Mechanical scrubbing machine_____ (at least 1 No.)
- iii) Vacuum Cleaner _____ (atleast 02 no.)
- iv) Floor scrubbers (Electrically operated)_____ (atleast 01 no.)
- v) Hand trolley _____ (atleast 01 no.)
11. Earnest money details DD No. _____ Dated _____
Amount Rs.25000
Drawn On _____
12. Whether agreeable for security deposit: Yes/ No

I/We declare that the particulars given are true to the best of my/our knowledge and belief. In the event of any information found false or incorrect, I/we will be liable for appropriate legal action and liability for the same.

Signature of authorized signatory
Name _____
Designation _____
Seal



ANNEXURE-3

HOUSEKEEPING SERVICES – FINANCIAL BID

Sl. No.	Details of Scope of work	Amount/Rs. Per month and per annum(lump sum inclusive of all)
1	Carrying out the housekeeping work as given in Annexure I by deploying appropriate man days as per details in Appendix-I of Annex-3: Tools, equipments and gadgets as per Appendix-III of Annexure-3 & materials and consumables as per Appendix-III of Annex-3	Rs _____
2	Any other charges (if any) Please specify	Rs. _____
<p>Total Rs. _____</p> <p>In word (Rupees _____)</p> <p>_____)</p>		

Signature of authorized person

Name _____

Designation _____

Seal



APPENDIX-I OF ANNEX.3

LIST OF MANPOWER PROPOSED TO BE DEPLOYED FOR HOUSEKEEPING WORK AS DETAILED IN ANNEXURE-I

Sl. No.	Category	No. of manpower
1	Supervisor	
2	Sweepers/ housekeepers	
3	Mali (Gardener)	
4	Others, if any (specify)	

We undertake that the minimum wages as may be prescribed by the authorities under the Minimum Wages Act from time to time will be paid to the manpower deployed. The bidder also undertakes that all statutory requirements e.g. EPF, ESI, etc will be met by the bidder and the required documents will be submitted to OPTCL on demand.

The terms and conditions contained in the Tender document are acceptable to us.

Signature of authorized person

Name _____

Designation

Seal



APPENDIX-II OF ANNEX.3

LIST OF TOOLS, EQUIPMENTS AND GADGETS PROPOSED TO BE DEPLOYED FOR HOUSEKEEPING WORK AS DETAILED IN ANNEXURE-I

Sl. No.	Item	No.
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

The terms and conditions contained in the Tender document are acceptable to us.

Signature of authorized person
Name _____
Designation
Seal



APPENDIX-III OF ANNEX.3

List of materials and consumables proposed to be used for housekeeping work

Please indicate the list of materials and consumables proposed to be used on monthly basis in carrying out the housekeeping activities at OPTCL , Bhubaneswar. This should be based on the assessment after physical inspection and should be adequate for properly carrying out the housekeeping jobs specified in Annexure-I

Sl. No.	Item	Unit	Brand	Proposed quantity per month
1	Liquid Soap			
2	Hand Wash (Detol sensitive / original)			
3	Sanitary Cubes			
4	Deodorizer			
5	Air Freshener			
6	Phenyl			
7	Toilet Roll / Tissue Paper Roll			
8	Tissue Box			
9	Bleaching			
10	Marbo / Marbol Clean			
11	Naphthalene Ball			
12	Harpic			
13	Colin			
14	Room Freshener			
15	Wet & dry mop			
16	Chrome Polish			
17	Hard Broom			
18	Soft Broom			
19	Coir Brush			
20	Dry Mop Stick set			
21	Dry Mop refiil			
22	Dust Pan			
23	Duster			
24	Floor Liquid			

25	Glass wiper (Big & Small)			
	Gramaxine			
26	Eazy Mop set			
27	Easy Mop Set refill			
28	Odonil			
29	Toilet Cleaner			
30	Urinal Cubes			
31	Bucket			
32	Mug			
33	Dust Bin (Big)			
34	Dust Bin (Small)			
35	Feather Brush			
36	Garbage Bag			
37	Napkin			
38	Hit			
39	Mosquito Oil			
40	Tissue Paper			
41	Wiper			
42	Good Knight Kit with liquid			
43	Flash Cleaner			
44	Vim Bar			
45	Oxalic Acid			
46				
47				
48				
49				
50				
51				

(Please attach extra sheet if required, duly signed with seal)

The terms and conditions contained in the tender document are acceptable to us.

Signature of authorized person
Name _____
Designation
Seal



ANNEXURE-4

Proforma towards Performance Security/Guarantee

Ref No. _____ Bank Guarantee No. _____
Dated _____

To

Odisha Power Transmission Corporation Limited
Registered Office, Janpath,
Bhubaneswar – 751 022

Dear Sirs,

1. In consideration of OPTCL, Janpath Bhubaneswar (hereinafter called the “Owner” which expression shall unless repugnant to the subject or context include its successors and assigns) having entered into a contract No. _____ dated _____ (hereinafter called ‘ the contract’ which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the ‘Contractor’) which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OPTCL having agreed that the Contractor shall furnish to OPTCL a performance guarantee for Indian Rupees.....for the faithful performance of the entire contract.
2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as “the Bank”, which expression shall, unless repugnant to the context of meaning thereof, include all its successors administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs.(in figures) _____ [Indian Rupees/- (in words) _____] (**equivalent to one month’s charges quoted in Annex-3**) without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by OPTCL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these present being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OPTCL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the bank.



3. The bank also agrees that OPTCL at its option shall be entitled to enforce this Guarantee against the bank as principal debtor, in the first instance, without proceeding against the Contractor notwithstanding any security or other guarantee that OPTCL may have in relation to the Contractor's liabilities.
4. The bank further agrees that 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 contract or to extend time of performance by the said Contractor(s) from time to time or to postpone for anytime or from time to time exercise of any of the powers vested in OPTCL against 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 reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of OPTCL or any indulgence by OPTCL to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and all dues of REC under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till OPTCL discharges this guarantee writing whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OPTCL or that of the Contractor.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and constructed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian courts of the place from where the purchase order has been placed.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./ (in figures) _____ [Indian Rupees/- (In words) _____] and our guarantee shall remain in force until _____ 2017 and at least 12 months after the date of issue of this performance security. In case of any extension of the contract, the Performance Guarantee will be suitably extended.



Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OPTCL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OPTCL under this guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this.....day of.....20 at.....

WITNESS NO.1

(Signature)
Full name and official
Address (in legible letters)

(Signature)
Full name, designation and
address (in legible letters)
With bank stamp

Attorney as per Power of
Attorney No. _____
Dated _____

WITNESS NO.2

(Signature)
Full name and official
Address (in legible letters)