

SECTION – III.

LIST OF ANNEXURES

[I TO X]

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SECTION – III [LIST OF ANNEXURES]

The following schedules and proforma are annexed to this specification and contained in Section-III as referred to in the relevant clauses.

	Name of Annexures
Annexure-I	Declaration form.
Annexure – II	Abstract of terms and conditions to accompany Section-II of Part-I
Annexure-III	Schedule of Quantity & Delivery
Annexure – IV	Abstract of Price component. (to accompany part-II of the Bid.)
Annexure – V	Schedule of prices to accompany Part – II of the bid
Annexure – VI	Bank Guarantee for E.M.D.
Annexure – VII	Composite Bank Guarantee for Security deposit, payment & performance.
Annexure –VIII	Proforma for Bank Guarantee form for 100% payment.
Annexure –IX	Chart showing particulars of E.M.D. furnishable by tenderers.
Annexure – X	Chart showing particulars of Bank Guarantee furnishable by tenderers for security deposit, payment & performance.
Annexure- XI	E-Reverse Auction Form
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ANNEXURE – I

DECLARATION FORM

To

The Chief General Manager (CPC)
OPTCL Head Qrs.BBSR,751022

Sub:- Tender Specification No-_____ Sir,

1. Having examined the above specification together with terms & conditions referred to therein * I/We the undersigned hereby offer to deliver the equipment after repair covered therein complete in all respects as per the specification and General conditions, at the rates, entered in the attached contract schedule of prices in the Tender.
2. * I/We hereby undertake to have the materials/equipments delivered within the time specified in the Tender.
3. * I/We hereby guarantee the technical particulars given in the Tender supported with necessary reports from concerned authorities.
4. * I/We certify to have submitted the bid electronically by remitting *cash/money order/D.D./ remitting the cost of tender, herewith and this has been acknowledged by your letter/ money receipt No.....Dated,
5. In the event of Tender, being decided in *my/our favour, * I/We agree to furnish the Composite B.G. in the manner, acceptable to ODISHA POWER TRANSMISSION CORPORATION LTD., and for the sum as applicable to *me/us as per clause-19 of section-II of this specification within 15 days of issue of letter of intent/purchase order failing which *I/We clearly understand that the said letter of Intent/Purchase order will be liable to be withdrawn by the purchaser, and the EMD deposited by us shall be forfeited by OPTCL.
6. **Bid Security Declaration to be submitted by bidder**
*I/We further declare that, we will not modify/withdraw the bid after opening of techno-commercial bid (i.e. part-I bid) during its validity period and in such an event we agree that OPTCL would be free to debar us from participating in the tenders floated by OPTCL for a period of three years.

Signed this day of 2024

Yours faithfully

Signature of the Tenderer

with seal of the company

[This form should be dully filled in by the tenderer and uploaded at the time of submission of tender.]

* (Strikeout whichever is not applicable).

ANNEXURE-II
ABSTRACT OF GENERAL TERMS AND CONDITIONS OF CONTRACT
[COMMERCIAL]

1(a)	Cost of Tender Document:Online payment transaction No. OPTCL Money Receipt No. & Date / D.D No & Date.	Yes/No
1(b)	Earnest money deposit- Bid Security Declaration furnished Bank Guarantee No. & Date / D.D No. & Date.	Yes/No
2(a).	Deviations to the specification if any[list enclosed or not] Commercial [As per clause-8 of the Section-II]	Yes/No
2(b)	Deviations to the specification if any[list enclosed or not] Technical. [As per clause-8 of the Section-II]	Yes/No
3.	<u>Delivery</u> (No. of months from the date of work order)	
4.	<u>Guarantee</u> : - Whether agreeable to OPTCL's terms. [As per clause-17 of Section-II]	Yes/No
5.	Whether agreeable to furnish Composite B.G. in case his tender be successful [As per clause-18 of Section-II]	Yes/No
6.	<u>Terms of payment</u> :- Whether agreeable to OPTCL's terms or not [As per clause-20 of Section-II]	Yes/No
7.	<u>Nature of price:- Firm</u>	Yes/No
8.	<u>Penalty</u> : - Whether agreeable to OPTCL's terms or not (As per clause- 21 of Section-II)	Yes/No
9.	Whether STCC for the required period are furnished as per clause-24 of Section-II	Yes/No
10.	<u>Validity</u> : - Whether agreeable to OPTCL's terms or not [As per clause-28 of Section-II]	Yes/No
11.	Whether guaranteed technical particulars are furnished or not	Yes/No
12.	Whether dimensional design/drawings furnished or not	Yes/No
13.	Whether materials are ISI/ISO marked.	Yes/No
14.	Manufacturer's name and it's trademark	Yes/No
15.	IT return acknowledgement for A.Y. 2023-24, 2022-23 & 2021-22	Yes/No
16.	Whether declaration form, duly filled in, furnished or not	Yes/No

Place:
Date:

Signature of the Tenderer
with seal of the company.

ANNEXURE-III

SCHEDULE OF QUANTITY AND DELIVERY

Sl. No	Description of Auto & Power Transformer	Unit	Quantity	Desired Delivery	Destination
1	2	3	4	5	6
Lot-I	40 MVA, 132/33 KV Areva make Power Transformer (Serial No. D-9411) Available at 132/33 KV Grid S/S, BARIPADA.	Nos.	01	Within 04 (Four) months from the date of issue of final work order.	Any Grid S/S of OPTCL (Existing or New) inside the state of Odisha.
Lot-II	40 MVA, 132/33 KV Areva make Power Transformer (Serial No. B-9476) Available at 132/33 KV Grid S/S, CHAINPAL.	Nos	01		
Lot-III	40 MVA, 220/33KV, BHEL-Make Power transformer (serial No.-2042106). Available at 220/33KV Grid S/S, INFOCITY-II	Nos.	01		
Lot-IV	20 MVA, 220/33KV CGL make Power Transformer (Serial No. BH09296/1). Available at 220/33 KV Grid S/S, BALIMELA.	Nos.	01		
Lot-V	20 MVA, 220/33KV BHEL make Power Transformer. Available at 220/33 KV Grid S/S, KASHIPUR.	Nos	01		
Lot-VI	160MVA, 220/132/33 KV BHEL make Auto Transformer (Serial No. 2017901) Available at 220/132/33 KV Grid S/S, BUDHIPADAR	Nos.	01		

N.B: -The delivery schedule, destination Sub-station will be intimated at the time of placement of work order/release order.

Place:

Date:

Signature of Tenderer
with seal of Company.

ANNEXURE- IV

ABSTRACT OF PRICE COMPONENT [TO ACCOMPANY PRICEBID]

4	Price basis	F.O.R. Purchaser's destination Stores/sites.
---	-------------	----------------------------------------------

2	Packing & forwarding	
3	Rate of Insurance charges	
4	Rate of Freight charges	
5	Rate of excise duty	
6	Rate of sales Tax	
7	Rate of other taxes/levies /duties etc.	
8	Nature of price.	Firm
9.	Whether MODVAT/CENVAT benefit has been passed on to OPTCL in the quoted price	Yes / No

Place

Date:

Signature of Tenderer

With seal of company

~~NB:— Abstract of price component shall be done for equipment/material offered, for testing charges if any, for mandatory spares & maintenance equipment (as indicated in the technical specification) for supervisory charges (in case of equipments) for taking man days/transformer. All the above prices will be taken during bid price evaluation.~~

ANNEXURE-V
SCHEDULE OF PRICES
SCHEDULE –I (Part-A)

PRICE SCHEDULE INDICATING DETAILS OF TOTAL REPAIR CHARGES FOR

40MVA, 132/33 KV (M/s Areva make) POWER TRANSFORMER

S. No.	Particulars	Qty.	Unit charges for repair of transformer	GST @	Total Unit rate incl. GST	Amount in Rs.
1	2	3	4	5	6	7= (3x6)
1	Dismantling of transformer including core. Cleaning of all healthy parts, including coils, laminations, tap changer, radiator tubes, conservator, breather etc. Rebuilding of core laminations after replacement of required laminations, preparation of new windings. Re-assembly of core and new windings including brazing, soldering and insulating. vapour phase drying. Re-assembly of complete transformer. Changing of all gaskets and fitting of accessories of transformer. Oil filling and filtration	1				
2.1	Fitting of new OLTC, if required.	1				
2.2	Over hauling of OLTC	1				
3	Internal painting & external spray painting of transformer with radiators, conservator and connecting pipes.	1				
Sub Total (Part-A)						

Seal & signature of bidder

SCHEDULE-I (Part-B) TESTING CHARGES AFTER REPAIRS OF 40MVA, 132/33 KV (M/s Areva make) POWER TRANSFORMER

S. No.	Particulars	Qty.	Unit charges for repair of transformer	GST @	Total Unit rate incl. GST	Amount in Rs.
1	2	3	4	5	6	7= (3x6)
1	Testing of repaired transformer as per technical specification.	1				

Seal & signature of bidder

SCHEDULE-I (Part-C)

COST ON THE BASIS OF COPPER CONTENT/LAMINATION OF TRANSFORMER FOR REPAIRS OF 40MVA, 132/33 KV (M/s Areva make) POWER TRANSFORMER

Sl. No.	Particulars	Unit charge Rs/Kg	Total qty	GST @	Total Rs/Kg
1	Cost of new copper coil with insulation of all the limbs of power transformers including series, common, regulating & tertiary windings of 40MVA transformer. (Rs./ Kg)				
2	Scrap salvage value of series, common, regulating & tertiary windings copper with insulation, which will be retained by Bidder. (Rs./ Kg)				
3	Cost of lamination that may be required to be replaced. (Rs./ Kg)				
4	Scrap salvage value of core lamination which will be retained by bidder. (Rs./ Kg)				

Note:

The bidder should offer rates on per Kg basis. For evaluation purpose, weights of windings and lamination as mentioned in clause-11 of Section-I shall be considered. However, in final order quantum shall be based on actual replacement.

*Seal & signature of
Bidder*

SCHEDULE-I (Part-D)

TRANSPORTATION CHARGES

Sl. No.	Particulars	Qty.	Unit charge	GST @ _____	Total unit charge incl. GST	Amount in Rs.
1	2	3	4	5	6	7= (3x6)
1	To & Fro transportation charges inclusive of the following:	1				
	Loading, Unloading, Transportation & insurance of Transformer including bushings, radiators, conservators, fans, pumps and all other necessary parts at site (At Transformer plinth). (Unloading and loading at repairer's work will be of free of charge to OPTCL)					
	Sub Total (Part-D)					

***SIGNATURE OF
BIDDER***

**NAME AND SEAL OF THE TENDERING
COMPANY**

SCHEDULE-I (Part-E)

SCHEDULE OF PRICES AND QUANTITY OF SPARES & ACCESSORIES

Sl. No.	Particulars	Qty. (No./set)	Unit Ex-works price	Freight	GST @	Unit FORD price
1	170 KV Bushing condenser type OIP, 1250 Amps.	3				
2	72.5 KV Bushing condenser type OIP, 1250 Amps (for LV)	3				
3	52 KV Bushing condenser type OIP, 1250 Amps (for neutral)	2				
4	Silica gel breather for main tank	1				
5	Silica gel breather for OLTC tank	1				
6	Pressure Relief Valve (PRV) of adequate capacity with 2 No. contacts	1				
7	Buchholz Relay (Main Tank)	1				
8	Oil Surge Relay for OLTC	1				
9	Air cell	1				
10	Cooling fans 0.24 Kw, 415volt, 3-ph, 915 mm size, RPM-550	8				
11	OLTC with diverter switch in driving mechanism complete	1 set				
12	Repeater dial of transformer winding temperature indicator	2				
13	Repeater dial of transformer oil temperature indicator	2				
14	Bushing CTs for HV, IV & neutral bushings as per specifications given for REF protection	7				
15	Terminal connectors for bushings	1 set				
16	36 KV post insulator for support of neutral copper strip	1 set				

Note:

- (i) The quantities for spares are tentative and may vary as per actual requirement. The order shall be placed as per the requirement on the basis of report of initial joint inspection.
- (ii) The makes of accessories shall be strictly as per vendor list given in Annexure-IV.

Signature of bidder

Name and seal of the tendering company

SCHEDULE –II

ERECTION, TESTING & COMMISSIONING

OF **40MVA, 132/33 KV (M/s Areva make)** POWER TRANSFORMER

Sl. No.	Particulars	Unit charge	GST@	Total
1	Erection, testing & commissioning of the transformer after its repair at any sub-station site within Odisha state with your manpower and T&P etc.			
TOTAL				

Seal & signature of bid

Signature of Tenderer
Name, Designation and Seal

NB: -

- ~~1. The tenderer should fill up the schedule properly and in full in e-tender mode. The tender will be rejected, if the schedule of price is submitted in incomplete form. No post-tender correspondence will be entertained on break-up of prices. Also, the supplier should agree for delivery at sub-station site.~~
- ~~2. In case, where F&I components (FIRM price) are not specifically indicated in this schedule, 5% of the ex-works price shall be taken towards F&I components for the purpose of comparison of price.~~
- ~~3. The Tenderer shall certify in the price bid that MODVAT benefit, if any, has been fully passed on to the purchaser while quoting the tender price.~~
- ~~4. Conditional offers will not be acceptable.~~
- ~~5. The bidder is to clearly indicate the period up to which the tax holidays are available to them.~~
6. Price bid in any other format will not be acceptable and the offer will be rejected.

NOTE: The bidder to fill the price for each LOT as indicated in the Tender document.

ANNEXURE-VI

PROFORMA OF BANK GUARANTEE FOR BID SECURITY (EMD)

(To be Stamped in accordance with Stamp Act and the Non-Judicial Stamp Paper of appropriate value should be in the name of Issuing Bank)

Ref No:

Bank Guarantee No.

Date:.....

BG Amount:.....

Validity Period:.....

This Guarantee Bond is executed this..... day of by us the..... Bank at , P.O..... , Dist....., State..... and Code No.....

Whereas the ODISHA POWER TRANSMISSION CORPORATION Limited, Janpath, Bhubaneswar, a company constituted under the Companies Act-1956 (hereinafter called OPTCL) has invited Tender vide e-NIT No..... Dated..... for the purpose of work under Package(s) No...../ purchase of ----- .

1. Now, therefore, in accordance with Notice Inviting Tender (e-NIT) No..... Dated of OPTCL, Ms/Shri.....Address..... Wish / wishes to participate in the said tender and as a Bank Guarantee for the sum of Rs..... [Rupees in **words**-----] valid for a period ofdays is required to be submitted by the bidder, as per Tender Specification, we the _____) [indicate the name, Address & Code of the bank] [hereinafter referred to as "Bank"] at the request of Ms/Shri..... [hereinafter referred to as "Bidder"] do hereby unequivocally and unconditionally guarantee and undertake to pay during the above said period on written request by the <Tender Issuing Authority, Central Procurement Cell (CPC) ODISHA POWER TRANSMISSION CORPORATION Ltd. , Bhubaneswar an amount not exceeding Rs..... to OPTCL., without any reservation. The guarantee would remain valid up to [Date] and if any further extension to this is required, the same will be extended on receiving instruction from ----- on whose behalf this Bank Guarantee has been issued.

2. We, the _____ [indicate the name of the Bank, Address, Code] do hereby further undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from OPTCL. 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 in words.....)

3. We undertake to pay to OPTCL any money so demanded notwithstanding any dispute or disputes so raised by the bidder 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 thereunder and the bidder 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 aforesaid period of _____ days [in words]..... (as per Tender Specification) and it shall continue to be so enforceable till all the dues of OPTCL under or by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till OPTCL certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said bidder and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us or our Branch Office at Bhubaneswar <Mention Name, Address & Code of the Branch Office at Bhubaneswar of Issuing Bank> in writing on or before _____ we shall be discharged from all liability under this guarantee thereafter.

5. We the _____ Bank further agree with OPTCL 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 Bid or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by OPTCL against the said Bidder 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 granted to the Bidder or for any forbearance, act or omission on the part of OPTCL or any indulgence by OPTCL to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the 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/or of the Bidder.

7 We _____ [indicate the name of Bank, Address & Code] lastly undertake not to revoke this guarantee during its currency except with the previous consent of OPTCL in writing .

8. We, the _____ Bank (Name, Address & Code) further agree that this guarantee shall also be invocable at our place of business at ----- Branch of **Bhubaneswar** (indicate Name, Address & Code of the Branch at Bhubaneswar) in the State of Odisha.”

“ Notwithstanding anything contained herein”

a) Our liability under the bank guarantee shall not exceed Rs.------(Rupees in words-----) only.

b) This Bank guarantee shall be valid up to -----.

c) We or our Branch at Bhubaneswar <Mention Name, Address & Code.....> shall be liable to pay guaranteed amount or any part thereof under this guarantee only if you serve upon us at----- Branch of Bhubaneswar a written claim or demand on or before,

The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary's advising bank (ICICI Bank Bhubaneswar, IFSC Code ICIC0000061).

Dated, the _____ Day of _____

For _____ [Indicate name of Bank]

Signature

Full name

Designation

Power of Attorney No.

Date.....

Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

(1)

Signature

Full name

(2)

Signature

Full name

N.B.:

1. Name of the Bidder.:
2. BG No & Date :.....
3. Amount (In Rs.):.....
4. Validity up to :.....
5. E-NIT No.....
6. Package/Works No.....
7. Name, Address & Code of Issuing Bank:.....
8. Name, Address & Code Bhubaneswar Branch of the Issuing Bank:.....
9. The Bank Guarantee shall be accepted after getting SFMS advice as per details below.

Format for SFMS details

(The Unique Identifier for field 7037 is “OPTCL541405793”)

Sl. No	PARTICULARS	TYPE	DETAILS
1	Type of Bank Guarantee	Mandatory	EMD
2	Currency & Amount	Mandatory	
3	Validity Period(from—to --)	Mandatory	
4	Effective Date	Mandatory	
5	End date of lodgment of Claim	Mandatory	
6	Place of lodgment of claim	Mandatory	Bhubaneswar,

			Branch Name----- of Bhubaneswar Branch code----- of Bhubaneswar Branch Address ----- at Bhubaneswar
7	Issuing Branch IFSC Code	Mandatory	
8	Issuing Branch name & address	Mandatory	
9	Name of applicant and its details	Mandatory	
10	Name of Beneficiary and its details	Mandatory	
11	Beneficiary's Bank/Branch and IFSC Code	Mandatory	ICICI Bank Ltd IFSC Code-ICIC0000061
12	Beneficiary's Bank/Branch name and address	Mandatory	ICICI Bank Ltd Bhubaneswar Main Branch, Bhubaneswar
13	Sender to receiver information	Mandatory	
14	Purpose of Guarantee	Mandatory	EMD
15	Reference/Description of the underlined tender/contract	Mandatory	NIT No

ANNEXURE-VII

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE (CPBG)

(To be stamped in accordance with Stamp Act and the Non-Judicial stamp paper of appropriate value should be in the name of the Issuing Bank.)

Ref No:-

Bank Guarantee No.

Date:

BG Amount:.....

Validity Period:.....

This Guarantee Bond is executed this..... day of by us the..... Bank at , P.O..... , Dist....., State..... and Code No.....

Whereas the ODISHA POWER TRANSMISSION CORPORATION Limited, Janpath, Bhubaneswar, a company constituted under the Companies Act-1956 (hereinafter called OPTCL) has issued Letter of Award (LOA) No..... Dated..... for the purpose of work under Package No..... (herein after called "the Agreement") to M/s/Shri , Address..... (herein after called the "Contractor") for supply, erection, installation & commissioning and associated civil works under the above LoA and whereas OPTCL has agreed (1) to exempt demand of security deposit under the terms and conditions of the LOA (2) to release payment of the cost of the Contract Price to the Contractor on furnishing by the Contractor to OPTCL a Contract Performance Bank Guarantee (CPBG) of the value of 10% of the Contract Price of the said Agreement.

1. Now therefore, in accordance with the terms and conditions of LOA No. _____ dated _____ for the due fulfillment by the said Contractor of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____) only, we the bank _____ [Indicate bank Name , Address & Code] (hereinafter referred to as "the Bank") at the request of M/s/Shri _____ contractor do hereby undertake to pay to OPTCL, an amount not exceeding Rs. _____ (Rupees _____) only .
2. We, the _____ Bank [indicate the name of the Bank, Address & Code] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from OPTCL. 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----- In Words).

3. We, the Bank also undertake to pay to 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 irrevocable. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor 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 aforesaid period of _____ days and it shall continue to be so enforceable till all the dues of OPTCL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till OPTCL certifies that the terms and conditions of the said Agreement 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 or our Branch Office at Bhubaneswar <Mention Name, Address & Code of the Branch Office at Bhubaneswar of issuing Bank> in writing on or before (Date), we shall be discharged from all liability under this guarantee thereafter.

5. We, the _____ Bank [indicate the name of the Bank, Address & Code] further agree with the Board 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 Bid or to extend time or 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 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 OPTCL or any indulgence by 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 the effect of so relieving us.

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

7. We, the _____ Bank [indicate the name of the bank, Address & Code] lastly undertake not to revoke this guarantee during its currency except with the previous consent of OPTCL in writing.

8. We, the _____ Bank (Name, Address & Code) further agree that this guarantee shall also be invocable at our place of business at **Bhubaneswar** (indicate Name, Address & Code of the Branch at Bhubaneswar) in the State of Odisha.

“ Notwithstanding anything contained herein”

a) Our liability under the bank guarantee shall not exceed Rs.------(Rupees in words-----) only.

b) This Bank guarantee shall be valid up to -----.

c) We or our Branch at **Bhubaneswar** <Mention Name, Address & Code.....> shall be liable to pay guaranteed amount or any part thereof under this guarantee only if you serve upon us at----- Branch of Bhubaneswar a written claim or demand on or before,

The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary's advising bank (**ICICI Bank Bhubaneswar**, IFSC Code ICIC0000061).

Dated, the _____ Day of _____

For _____ [Indicate name of Bank]

Signature.....

Full Name.....

Designation.....

Power Of Attorney.....

Dated.....

Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

1. Signature.....

Full Name.....

2. Signature.....

Full Name.....

N.B.:

1. Name of the Contractor.:
2. BG No & Date :.....
3. Amount (In Rs.):.....
4. Validity up to :.....
5. LOA No.....
6. Package No.....
7. Name, Address & Code of Issuing Bank:.....
8. Name, Address & Code of Bhubaneswar Branch of the Issuing Bank:.....
10. The Bank Guarantee shall be accepted after getting SFMS advice as per details below.

Format for SFMS details

(The Unique Identifier for field 7037 is “OPTCL541405793”)

Sl. No	PARTICULARS	TYPE	DETAILS
1	Type of Bank Guarantee	Mandatory	Contract Performance
2	Currency & Amount	Mandatory	
3	Validity Period(from—to --)	Mandatory	
4	Effective Date	Mandatory	
5	End date of lodgment of Claim	Mandatory	
6	Place of lodgment of claim	Mandatory	Bhubaneswar, Branch Name----- of Bhubaneswar

			Branch code----- of Bhubaneswar Branch Address ----- at Bhubaneswar
7	Issuing Branch IFSC Code	Mandatory	
8	Issuing Branch name & address	Mandatory	
9	Name of applicant and its details	Mandatory	
10	Name of Beneficiary and its details	Mandatory	
11	Beneficiary's Bank/Branch and IFSC Code	Mandatory	ICICI Bank Ltd IFSC Code-ICIC0000061
12	Beneficiary's Bank/Branch name and address	Mandatory	ICICI Bank Ltd Bhubaneswar Main Branch, Bhubaneswar
13	Sender to receiver information	Mandatory	
14	Purpose of Guarantee	Mandatory	Contract Performance
15	Reference/Description of the underlined tender/contract	Mandatory	LOA No----

ANNEXURE –VIII.

PROFORMA FOR BANK GUARANTEE FOR 100% PAYMENT.

1. In consideration of the Chairman-cum-Managing Director, ODIISHA POWER TRANSMISSION CORPORATION LTD (hereinafter called 'The OPTCL') having

agreed to allow M/s. _____ (hereinafter called the 'said Repairer(s)', 100% payment on proof of verification of the materials delivered under the terms and conditions of an agreement No. _____ Dated _____ made between ODIISHA POWER TRANSMISSION CORPORATION LTD., Bhubaneswar and M/s. _____ for supply of materials (as detailed in the said agreement) and for the due fulfillment by the said Repairer(s) of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs. _____ (Rupees) _____. 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 reasons of any breach by the said Repairer(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 Repairer(s) of any of the terms or conditions contained in the said agreement or by reason of the Repairer(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 Rs. _____ (Rupees _____).
3. We the _____ Bank also undertake to pay to the OPTCL any money so demanded notwithstanding any dispute or disputes raised by the Repairer(s)/Manufacturer/Repairers(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 Repairer(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 Chairman-cum-Managing Director, ODISHA POWER TRANSMISSION CORPORATION LTD. Certificates that the terms & conditions of the said agreement have been fully and properly carried out by the said Repairer(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 Repairer(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 Repairer(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 Repairer(s)/Manufacturer/Repairer(s).

7. We, (_____ Bank) lastly undertake not to revoke this guarantee during its currency except with previous consent of the OPTCL in writing. This performance Bank Guarantee will remain in force up to _____

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

Notwithstanding contained herein above,

- i) Our liability under this Bank Guarantee shall not exceed Rs. _____(Rupees _____).
- ii) This bank Guarantee shall be valid upto _____.
- iii) We are liable to pay the guarantee amount or any part thereof under this bank Guarantee only, if you serve upon us at _____ Branch of Bhubaneswar in the state of Odisha, a written claim or demand on or before _____.

Date at _____ the _____ Day of _____
_____ Two thousand _____

Witness with signature, names & address:

- 1.
- 2.

For _____ Bank Limited.
(Indicate the name of the Bank)

ANNEXURE-IX

CHART SHOWING PARTICULARS OF EARNEST MONEY DEPOSIT FURNISHABLE BY TENDERERS

1.	Central & state Govt. undertakings	The amount of EMD as specified in the specification/Tender Notice in shape of Bank Guarantee or Cash/DD.
2.	All the inside & outside state units.	

NB: - **REFUND OF E.M.D.**

- [a] In case of unsuccessful tenderers, the EMD will be refunded immediately after the tender is decided. In case of successful tenderer, this will be refunded only after furnishing of Composite Bank Guarantee referred to in clause No.18 of Section-II of this specification.
- Suits, if any, arising out of EMD shall be filed in a court of law to which the jurisdiction of High Court of Odisha extends.
- [b] Earnest Money will be forfeited if the tenderer fails to accept the letter of intent/purchase order, issued in his favour or revises the bid price[s] within the validity period of Bid.

ANNEXURE-X

CHART SHOWING PARTICULARS OF GUARANTEES FURNISHABLE BY THE TENDERERS TOWARDS SECURITY DEPOSIT, PAYMENT AND PERFORMANCE GUARANTEE.

Sl. No.	Category of tenderers	Security deposit	Payment	Performance	Remarks
1.	Inside & Outside State Units having Permanent Registration with N.S.I.C/D.G.S &D under their single point registration scheme to manufacture Equipments/Materials/ Products covered in the specification.	10% Composite Bank Guarantee which covers security Deposit, Payment & Performance Guarantee.			
2.	Outside State Units those which are having Permanent Registration with OPTCL (Against furnishing of Annual Bank Guarantee.)	10% Composite Bank Guarantee which covers security Deposit, Payment & Performance Guarantee.			
3.	All other Units who are not covered in the above list.	10% Composite Bank guaranteed which covers security deposits, Payment & Performance Guarantee.			

N.B. — Bank guarantee, requiring extension of Validity period/Amendments if any, should be executed on non-judicial stamp paper worth Rs.100/- (Rupees twenty nine) only or as applicable as per prevailing laws and shall be accompanied with confirmation letter of the issuing Bank.

Annexure-XI
(Reverse Auction Process Compliance Form)

(To be submitted on letter head of the bidding company with sign and stamp and along with Technical bid)

To,

CGM (CPC), OPTCL

Bhubaneswar-751010, Odisha

Sub: Agreement to the Process related Terms & Conditions for e-Reverse Auction.

Dear Sir,

This letter is to confirm that:

- The undersigned is authorized representative of the company.
- We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in your tender and confirm our agreement to that.
- We also confirm that we have gone through the auction manual and have understood the functionality of the same thoroughly.
- We, hereby, confirm that we will honour the Bids placed by us during the tendering/ e- Reverse auction process as called as e-RA.

- We also confirm that we will accept our Rank / Position that will be displayed when the Bidding Time for the Online Reverse Auction is over.

With regards,

Signature with Designation with company seal Name & Address
Person having power of attorney for the subject package.

ANNEXURE-XII

Certificate (to be furnished in bidder company's letter head)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable evidence of valid registration by the Competent Authority shall be attached.]

Authorized signatory

Company seal

