

ଓଡ଼ିଶା ବିଦ୍ୟୁତ୍ ଶକ୍ତି ସ୍ଥଂଚାରଣ ନିଗମ ଲିଃ. ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Govt. of Odisha undertaking)

OFFICE OF THE DEPUTY GENERAL MANAGER(Elect.)

EHT(C) DIVISION, BERHAMPUR

220/132/33KV GRID SUB-STATION CAMPUS, NARENDRAPUR
AT-SANAKUSHASTHALI, PO- BADAKUSASTHALI, BERHAMPUR
DIST-GANJAM, ODISHA-760007, PHONE NO-9438908244

CIN -U40102OR2004SGC007553
TENDER SPECIFICATION FOR TENDER CALL NOTICE NO-01/2019-20

CLEANING, UPKEEPING, SANITATION AND HOUSE KEEPING WORKS AT DIFFERENT OFFICES UNDER EHT (CONSTRUCTION) DIVISION, BERHAMPUR

COST OF TENDER PAPER

Rs. 4000 /- + GST 12%=Rs. 4,480/-

(Rupees Four Thousand Four Hundred Eighty Only)

EMD cost = Rs. 5500.00 (Rupees Five Thousand Five Hundred Only)

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ODISHA POWER TRANSMISION CORPORATION LTD

(A Govt. of Odisha undertaking) CIN – U40102OR2004SGC007553

OFFICE OF THE DEPUTY GENERAL MANAGER (Elect)

EHT (C) DIVISION, BERHAMPUR

220/132/33KV GRID SUB-STATION CAMPUS, NARENDRAPUR
AT-SANAKUSHASTHALI, PO- BADAKUSASTHALI, BERHAMPUR
DIST-GANJAM, ODISHA-760007, PHONE NO-9438908244
TENDER SPECIFICATION FOR TENDER CALL NO.: - 01/2019-20

		TOR TENDER CHEET TO: VI/201/ 20
1.	SECTION-I	Instruction to tenderers.
2.	SECTION-II	General Condition of contract & Technical Specification.
3.	SECTION-III	Schedule of Quantity
4	Annexure-I	Price schedule
5	Annexure-II (Abstracts of terms and conditions)
6		erformance for B.G for Security and performance Guarantee
7	Price of tender Document (Rup	Rs. $4000.00 + 12$ % GST = 4480 /- ees Four Thousand Four Hundred Eighty) only
	F	By Cash/Bank draft drawn in favour of DGM (Elect) EHT (C) Division, Berhampur (Non Refundable)
8.	COMMENCEMENT OF SAI OF TENDER PAPER	29.05.2019 (11AM to 5 P.M.)
9.	LAST DATE OF SALE OF TENDER PAPER	13.06.2019(11 AM to 5 P.M.)
10.	LAST DATE & TIME OF RECEIPT OF TENDER PAP	17.06.2019 Up to 05.00P.M. ER
11.	DATE & TIME OF OPENING OF TENDER	G 18.06.2019 at 11.00 A.M.

SECTION -I

INSTRUCTION TO TENDERERS

- 1. Sealed tenders in duplicate duly super scribed as "TENDER AGAINST TENDER NOTICE No......are invited from registered service providers for the work "CLEANING, UPKEEPING, SANITATION AND HOUSE KEEPING WORKS AT DIFFERENT OFFICES UNDER EHT(C), DIVISION, BERHAMPUR" as per the technical specification enclosed which should be received in this office on or before 05.00 P.M. Dt. 17.06.2019 and the same shall be opened on Dt.18.06.2019 at 11.00 AM in presence of the tenderers or their authorized agents. Tenders received after 05.00 P.M on Dt. 17.06.2019 will not be accepted since the tender box will be closed at 05.00 P.M. Bidders having previous experience may be given preference. The bidders must possess valid Good and Service Tax registration certificate, PAN, EPF registration certificate & ESI registration certificate. (Here in after called as qualifying criteria).
- 2. Tenders shall be submitted in duplicate signed in each page by the authorized signatory in a sealed cover envelope addressed to the Deputy General Manager, EHT (C) Division, Berhampur, 220/132/33 KV grid campus, Narendrapur, Berhampur, Pin code- 760007.All documents submitted along with the tender must be signed and certified by the authorized signatory of the bidder.
- 3. No telegraphic tenders/forwarding by FAX will be accepted.
- 4. This office will not be responsible for none receipt/late receipt of the tender documents due to postal delay.
- 5. The tenders shall be furnished strictly as per the terms and conditions of the tender specification. Incomplete tenders will be rejected.
- 6. The Authority may alter the quantum of work at the time of placing orders. Orders may also be split up among more than one tenderer depending upon necessity & urgency in order to get better service.
- 7. Only those, who have purchased the tender specification from this office by their name/Firm's name, can submit their tender. Tenders submitted by others will be rejected.
- 8. Tenders will be submitted in person/by registered post with A.D. Tenders submitted by any other means shall not be accepted. Postal delay shall not be considered. Tenders received after due date and time shall be returned un-opened.

- 9. (i) The tender shall be accompanied with earnest money of **Rs.5500/-** in shape of Bank draft drawn in favour of the, M/S EHT CONSTRUCTION DIVISION, OPTCL LTD, Berhampur, payable at Berhampur without which their tender shall be rejected. Cheques will not be accepted.
 - (ii) No interest shall be paid on E.M.D and shall be returned to the bidder after finalization of the tender.
- 10. The authority reserves the right to reject the lowest or any other tender or all tender without assigning any reason what-so-ever.
- 11. Offers should be neatly typed without any overwriting and corrections. In case of any correction, the same should be authenticated with signature of the authorized person.
- 12. In the event of discrepancy or arithmetical error in the bid, the decision of the purchaser shall be final and binding on the tenderer.
- 13. For evaluation, the price mentioned in words shall be taken, if there is any difference in figure and words in the price bid.
- 14. Conditional tender shall not be accepted and no discount other than the quoted price will be allowed as mentioned in the original offer.
- 15. The tenderers are advised to visit the site and make them acquainted with the site conditions before submission of tender.

DEPUTY GENERAL MANAGER (Elect.) EHT (C) Division, Berhampur

(SECTION-II)

GENERAL CONDITIONS OF CONTRACT & TECHNICAL SPECIFICATION

1.SCOPE OF CONTRACT: The job covers up keeping, cleaning, sanitation of rooms' corridors, toilets, urinals, wash basins, floor areas, furniture, office equipments, doors, windows, walls, roofs, staircases, control room surrounding and premises of the offices and rest houses under annual contract. This also includes Housekeeping (washing of bed sheets, pillow covers and other such items) of two rest rooms attached to the Division office at Berhampur. The contractor has to arrange all required man and materials at his own cost to complete the above mentioned job. The scope of work is variable from time to time within the contract period. Such variations, i.e. any addition/ deletion of areas, units of cleaning will be intimated to the contractor from time to time. For such variations the contractor shall immediately arrange to take up the work as per price at which order is placed.

2. DETAILS OF THE JOBS TO BE TAKEN UP WITH SUPPLY OF ALL REQUIRED MATERIAL:

Sl.	Area of Work	Description of Works
No.		
1	Office Building	The contractor will attend the following works- 1. Sweeping of entire office room floor, corridor, and verandah and stair case twice per day throughout the month. 2. Cleaning of entire control room flooring, verandah, corridor etc once per day with surf water and phenyl throughout the month with cleaning of spider nets from all corners and ceilings with supply of required materials. 3. Cleaning of telephone, computer, and printer fax machines etc. With application of scented perfumes daily. 4. Cleaning of doors &windows (glass/ wooden &window railings) everyday. 5. Spraying of perfumes in control room daily. 6. Cleaning of fixtures, fittings, light and fans, A/C machines covers and any other wall mounted fitting (such as single line diagram, keyboard, notice board etc) by applying Colin and mark in cloth as per instruction of the Engineer- in- Charge of the office once daily.
		7. Application of room freshener in all rooms twice daily.8. Washing of Bad sheets & other Housekeeping items every day.
2	Outside of Office Building	 Cleaning and sweeping once per day of outside area up to a distance of 10 meters surrounding the office building along with uprooting grasses, weeds wherever necessary. Cutting of small bushes and trees up to 10mtr surrounding of the office building as per instruction of the Engineer- in- charge. Cleaning of approach road as per instruction of Engineer- in- charge.

3		Cleaning of bath rooms, toilet tiles, floors, along with adjacent area where ever required, wash basins, toilet pans, urinal pans, mirrors, soap stand, hangers etc with application of HARPIC and scented phenyl and other detergents twice per day. Naphthalene balls and Odonyls should regularly be supplied in the bath rooms ,urinals and wash basins once in a fortnight All wash basins and sinks should be cleaned & stains removed, the water cooler waste tray should be cleaned with Vim etc.
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For pricing purpose, each W/C shall be counted as one unit; Urinals: Two nos. as one unit and Wash basins; four numbers as one unit.

3. SUPPLY OF MATERIAL FOR ABOVE WORK:-

Sl. no	Description of Item	For Division & S/D, Berhampur	For Aska S/D	For Baliguda S/D
1	Scented phenyl/Month	15Ltrs	05Ltrs	05Ltrs
2	Toilet Cleaner (Harpic)/Month	04Ltrs	01 ltrs	01 ltrs
3	Bathroom Cleaner/ month	02Ltrs	01 ltrs	01 ltrs
4	Odonyls/month	08 nos.	02nos	02nos
5	Naphthalene balls/month	02 small Packet	01pkt small	01pkt small
6	Spider net cleaner /06month	01nos	01/year	01/year
7	Room Freshener/Month	04nos	1no	1no
8	Colin and mark in cloth/month	500ml	100ml	100ml
9	Surf Excel/month	1Kg	200mg	200mg
10	Hand wash/ month	80ml X 5	01X80Ml	01x80ml
11	Vim soap bar/month	50gmX4	50mgX01	50mg X 01
12	Mop / 02month	01nos	01/06months	01/06months
13	Floor broom/Month	02nos	01no	01no
14	Scrubs/month	04nos	01no	01no

- **4.NATURE OF PRICE:** The price is firm inclusive of all taxes and duties for the period of contract. Extra price can be claimed by the contractor during the period of contract if there is any hike in minimum wages from time to time by Govt. of Odisha.
- **5.CONTRACT PERIOD:** The Contract period of the above work will be normally for one year from the date of commencement of the work which may be extended as per mutual agreement.

6.PAYING AUTHORITY: DGM EHT (C) Division, Berhampur

7.CONSIGNEE & SUPERVISING OFFICER:

- a. Concerned SDOs of the Sub-Divisions for areas under their jurisdiction.
- b. Estimator of EHT(C) Division, Berhampur for Division office, Berhampur S/D and Rest House.
- **8.TERMS OF PAYMENT: 100%** payment shall be released on monthly basis by the paying officer after deduction of statuary taxes and duties upon presentation of bills in triplicate and due certification by the consignee about satisfactory performance & furnishing of supporting documents by the Firms towards payment of salary & deposit/payment of other statutory dues to their workmen up to the previous months, engaged for cleaning. The proof of payment of Good

and service tax to be submitted to the paying officer, otherwise the next payment shall not be released.

- **9.REGISTRATION CERTIFICATE:** The Contractor has to furnish the copy of the PAN, GOOD AND SERVICE TAX REGISTRATION and EPF & ESI REGISTRATION CERTIFICATE of the firm prior to execution of Agreement with the Paying Officers for the above work. All applicable taxes will be deducted as per statutory/ OPTCL's rules. Self attested photo copies of contract labour license in respect of engagement of laborers for cleaning purpose must be submitted within one month from the issue of work order falling which payment against monthly bill will not be released by the Paying Officer. The contractor shall also submit the EPF & ESI Registration Numbers of the work man engaged for this purpose within one month of signing the contract agreement.
- **10. SUPERVISION OF WORK/ DEPLOYMENT OF PERSONNEL:** The contractor shall also make arrangement for proper supervision of day to day work and immediately arrange another person to take up the work in case of absence of the deployed person and ensure the availability of required materials at all the time in all units.

11. RESPONSIBILITY OF THE CONTRACTOR FOR THE DEPLOYED PERSONNEL:

- i. It is the prime responsibility of the contractor to ensure that the labourers engaged at various offices get their wages in time as per the minimum wages rules of Govt. of Odisha, i.e. at the end of each. Month / within a week of the succeeding month without waiting for the release of Payments from OPTCL The person deployed by the agency shall not be entitled to and shall have no claim for any absorption in regular or other capacity. **The contractor shall obtain necessary under taking from the work in this regard.**
- ii. It is the contractors' prime responsibility to ensure deposit of monthly EPF and ESI contribution in respect of all deployed personnel for the total period of engagement, in each month and furnish a copy of such deposit, every month to the paying officer for scrutiny and record.
- iii. All statutory Liabilities as per prevailing Govt. rules, workman compensation, if any shall be borne by the contractor and OPTCL shall not have any liability what so ever in this regard and also contractor cannot have right for any claim in this regard.
- iv. A neatly typed address with a recent photo of the deployed personnel is to be submitted with paying officer and consignee for record and permitting deployed personnel with a valid entry pass to the offices.
- v. The contractor should ensure that for any replacement / substitute of the deployed personnel, the authority is being intimated with full details for getting issued a gate pass in favour of the new personnel duly surrendering the earlier pass.
- vi. The deployed workman should be made well aware and trained regarding the working surrounding. They should strictly work as per the instruction of the consignee. The

contractor is fully responsible for any accident (General/electrical Accident) and Hazards met by the deployed personnel during execution of the contract

Also it is the responsibility of the contractor for any compensation arising out of afore mentioned accidents and to be disposed off by the contractor as per the prevailing labour ACT, Odisha having no financial burden on OPTCL.

- vii. On receipt of complaint against any deployed personnel for not discharging his duty properly or regularly, contractor should act upon the complaint immediately and should replace with suitable substitute at the earliest and during such time it should also be seen that the routine work is not hampered in any way.
- viii. Not withstanding anything mentioned in the Tender specification or the subsequent approval of acceptance by the owner, the ultimate responsibility for satisfactory performance shall rest with the contractor.
- ix. It should be noted that the job is being taken up purely on outsource basis and the 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.

11. MANNER OF EXECUTION:

- i. The regular up keep, cleaning, sanitation and Housekeeping works should be completed in all respect strictly by 9.00 A.M. in the morning daily. Unless emergency arises no such work should be taken during office hours i.e. from 10.00A.M. To 5.00 P.M. Besides, the cleaning and the sanitation service should also be available on all holidays. However, the workmen should be available in offices during office hours to take up any other similar jobs.
- ii. Adequate and proper personnel as required should be arranged during any emergency apart from the regular personnel available at specified sites. It should also be ensured that the working personnel are immediately available for attending any emergency cleaning.
- A Complaint register is to be maintained at each office with the consignee. It is the responsibility of the contractor to maintain the attendance register of the personnel deployed which shall be checked by the respective consignee. A deployment chart of personnel with their detailed address is to be furnished by you to the concerned consignee every month.
- iv. The work should be executed to the full satisfaction of the OPTCL authorities and strictly as per the direction laid out in the tender specification / work order / instruction of supervising officer. Any substandard work noticed / negligence in discharging the entrusted work and receipt of such complaint, immediate action should be taken up by you. In case of non responsiveness to the correspondences of paying officer/ consignee in this regard, the agreement may be liable for cancellation and forfeiture of security deposit thereof.

- and Housekeeping of the offices and rest rooms and day to day maintenance shall be supplied by the contractor which should be of good quality and reputed brand. In no case, extra cost will be paid towards transportation, handing over, storage and overhead expenses against each supply. The quality and brand must be approved from the concerned consignee. Any complaint for utilization of substandard materials/ non-providing of material for execution of the work will be liable for deduction of proportionate cost arrived by taking the local market rates for such materials.
- **13. LANGUAGE AND MEASURES:** All correspondence shall be written in English Language. The metric system of measurement shall be used exclusively in this contract.

14. RIGHT TO REJECT/ TERMINATE THE CONTRACT:

- The information furnished by the contractor in their bid if found to be misleading to get the
 order illegally, the contract will be terminated forth with, along with forfeiture of security
 deposit and the contractor shall be black listed.
- ii. In case of performance being found to be unsatisfactory continuously for two months and the contractor does not respond to the complaint of OPTCL authorities from any Sub-Division/Division the contract for the entire work shall be terminated on serving one month's notice from OPTCL's side.
- **15. CONTRACTOR'S DEFAULT LIABILITY:** The Owner may, upon written notice of default to the contractor, terminate the contract in circumstances detailed hereunder.

If in the judgment of the owner, the contractor fails to execute the entrusted work satisfactorily within the time specified in the contract or within the period for which extension has been granted by the owner in writing in response to written request of the contractor. If in the judgment of the owner the contractor fails to comply with the provisions of this contract.

- 16. **FORCE MEASURE:** The contractor shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force measure such as acts of Gods, acts of public enemy, acts of Govt., Fires, Epidemics, Quarantine restrictions, strikes, Freight Embargo, provided that the contractor shall within 10 days from the beginning of such delay notify the owner in writing for cause of delay, upon which the owner shall verify the facts and grant such extension as facts justify.
- **17. AGREEMENT:** The contractor shall have to execute one agreement with the concerned paying officer for which he has been allotted the works. The concerned Consignee shall be responsible for supervision of works.

18. SECURITY DEPOSIT FOR CONTRACT PERFORMANCE

- The bidders are requested to submit Security Deposit @10% of ordered contract value, in shape of demand draft/ B.G. drawn in favour of the concerned paying officer. The B.G. Format shall be supplied by OPTCL.
- ii No interest is payable on any kind of Security deposit.
- iii The security deposit shall be refunded only after successful execution of contract and after adjustment of any dues.
- iv The security deposit should be submitted separately to each paying authority.
- 19. PENALTY FOR DELAY IN COMPLETION OF CONTRACT: If the contractor fails to provide service as per the contract, an amount twice the calculated daily billed amount for the period of non providing services, will be deducted from the monthly bills or by encashment of security deposit(if required) of the contractor. The unsatisfactory performance for a period of continuous two months will be liable for termination of contract with forfeiture of security deposit/ BG relating to that grid substation /office and the agreement of other substations /offices will also be terminated with one month notice.
- **20. RECOVERY FROM THE CONTRACTOR:** The Contractor is fully responsible and liable for any loss or damage of equipment / materials of OPTCL. Full cost of damages caused to equipments/ materials of OPTCL during execution of work will be recovered from the monthly bills/ or by encashment of security deposit.
- **21. JURISDICTION OF COURT:** It is hereby agreed that suits arising out of this contract, if any, by either party, shall be filed in a court of law to which the jurisdiction of High Court of Odisha extends.

If awarded, the contractor has to acknowledge acceptance of the work order within 07 (seven) days from the date of issue as a token of acceptance and consent to carry out the work as per the terms and condition laid as in work order/ tender specification with a understanding of the literally meaning of all the terms of conditions in the LOI & Tender specification and submit the required Security deposit within 07 days (seven) from the date of issue of this work order.

- **22. OUTRIGHT REJECTION OF TENDERS:-** The tenders shall be liable for outright rejection if the following have not been complied.
 - (i) Tenderers should have purchased the tender specification from the office of the D.G.M., EHT (C) Division, Berhampur in his own or Firm's name.
 - (ii) Tenders shall be submitted in person or by Registered post with A.D. and received before the time fixed for receipt of tender.

- (iii) Tenders shall not be submitted telegraphically or by FAX.
- (iv) Tenders shall be accompanied with the prescribed earnest money deposit.
- (v) Tenders shall be kept valid for a minimum of 120 days from the date of opening of the tender.
- (vi) Tenders shall be accompanied with clear valid attested Xerox copy of PAN card, Good and service tax registration, EPF and ESI registration certificate which must be valid on the date of opening of the tender. All copies of documents and each page of the tender must be signed by the authorized representative of the bidders.
- (vii) The contractor agrees to obtain Labour Contract License in the event of work order from the competent authority.
- (viii) The tender shall not be conditional
- (ix) Tenders shall be submitted in duplicate
- (x) The tenderers shall have filled the information at page-3 of this tender specification.

DEPUTY GENERAL MANAGER (Elect.) EHT (C) Division, Berhampur

SECTION –III SCHEDULE OF QUANTITY

EHT,(C), DIVISION, BERHAMPUR. (Details of cleaning area)

SL No	Name of the Office	Number of persons to be deployed	Office area in Sq. ft (A)	Outside area in Sq. ft (B)	Total no of Water Closet (C)
1	EHT(C) Division office, Berhampur,				
	EHT(C) S/D Office, Berhampur and	02	4263	12938	10
	rest rooms at Narendrapur Grid S/S	02	4203	12/30	
	premises				
2	EHT(C) S/D Office, Aska at Aska	01	1350	520	02
3	EHT(C) S/D Office, Baliguda at	01	1380	1040	
	Baliguda		1500	1010	02
4	Total	04	6993	14498	14

DEPUTY GENERAL MANAGER

EHT (C) DIVISION, BERHAMPUR

ANNEXURE-I

PRICE SCHEDULE (FOR EHT(C) DIVISION OFFICE BERHAMPUR)

SI No	Description of Work	Unit	Rate/ Unit per month in Rs	Total Amount per month in Rs
1	2	3	4	5=3x4
1	Supply of unskilled labourer which includes daily wages, E.P.F. and E.S.I. for cleaning, sweeping, sanitation & up keeping of the Division office, sub division offices, office periphery and approach road, Berhampur.			
2	Supply of Materials (both consumable and durable) required.			
3	Contractor Profit			
4	Good and Services Taxes @ 18%			
5	TOTAL			

Date: Signature of the Bidder/Authorized Signatory

ANNEXURE-I

PRICE SCHEDULE

(FOR EHT(C) SUB-DIVISION OFFICE, ASKA)

Sl	Description of Work	Unit	Rate/ Unit per	Total Amount per
No			month in Rs	month in Rs
1	2	3	4	5=3X4
1	Supply of unskilled labourer which includes daily wages, E.P.F. and E.S.I. for cleaning, sweeping, sanitation & up keeping of the Sub- Division office, Aska			
2	Supply of Materials (both consumable and durable) required.			
3	Contractor Profit			
4	Good and Services Taxes@18%			
5	TOTAL			

Date:	Signature of the Bidder/Authorized Signatory
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ANNEXURE-I

PRICE SCHEDULE

(FOR EHT(C) SUB- DIVISION OFFICE, BALIGUDA)

Sl	Description of Work	Unit	Rate/ Unit per	Total Amount per
No			month in Rs	month in Rs
1	2	3	4	5=3X4
1	Supply of unskilled labourer which includes			
	daily wages, E.P.F. and E.S.I. for cleaning,			
	sweeping, sanitation & up keeping of the			
	Sub- Division office, Baliguda.			
2	Supply of Materials (both consumable and			
	durable) required.			
3	Contractor Profit			
4	Good and Services Taxes@18%			
5	TOTAL			

Date:	Signature of the Bidder/Authorized Signatory
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ANNEXURE-II

ABSTRACT OF TERMS & CONDITIONS

(To be furnished by the Tenderer)

1. Name of the work: - CLEANING, UPKEEPING, SANITATION AND HOUSEKEEPING WORKS AT DIFFERENT OFFICES UNDER EHT(C), DIVISION,

2.	Name of the Contractor & address:-	
3.	Earnest Money deposited	
	Vide Draft NoDt	_Amount
	(Rupees)only.
l.	Attested copy of Pan No: -	Furnished/Not furnished
•	Attested copy of ESI/EPF	
	Registration certificate/Good &Service	
	Tax registration certificate as	
	Applicable :-	Furnished/Not furnished
	Agreed to furnish security	
	Deposit-Cum-Performance	
	Guarantee as per terms of	
	Tender: -	Yes/No
	Agreed to adhere completion	
	of work as per the contract :-	Yes/No
	Agreed to accept payment	
	terms as per the tender	Yes/No.
	Agreed to accept penalty clause	
	as per the tender:-	Yes/No
0.	Attach past experience certificate	
	for the similar job in OSEB/Grid co/OPTCL	
	or any other Agencies.	Yes/No
1.	Agreed to keep validity of the	103/110
	tender for 120 days from the date	
	of opening of tender without any	
	variation in the tender clause	Yes/No
2.	Agreed to obtain labour contract	103/110
۷.	license on event of work order from	
	the competent authority:-	Yes/No.
	the competent authority	Tes/No.
3	Submitted tender in duplicate	Yes/No.
4	Agreed to all terms & conditions	
	of the tender specifications.	Yes/No.
ate	:-	Signature of tenderer with seal

ANNEXURE-III

PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT AND PERFORMANCE GUARANTEE.

Thi	s Guarantee Bond is executed this	·	Day of		20	_by us, the
		Bank at		P.O		P.S.
	Dist		_State		•	
1.	WHEREAS the ORISSA POV constitute under the Electricity (Supply) Act.194	48 (hereinafter call	ed "the OPTCL	L") has pl	aced orders
	M/S					
	.AND WHEREAS the OPTCL					
	Security, and (2) to exempt	•	•		U,	. •
	OPTCL, a Composite Bank		the value of F	Rupees		
	NOW THEREFORE in consider	ration of the OP	TCL having agreed	d (1) to exempt	the Cont	ractor from
	making payment of Security and	•		_		
	said agreement as aforesaid, v					
	referred to as 'the Bank') do					
	Rs(Rupees any loss/ damage caused to or su					
	of any breach by the said Cor	•		•		•
	agreement.	(2)	,			
2.	We (the	J	Bank) do hereby un	dertake to pay	the amou	nts due and
	payable under this guarantee w	ithout any dem	ur, merely on dema	and from the OF	PTCL stat	ing that the
	amount claimed is due by way	of loss or dam	age caused to or si	uffered by the (OPTCL b	y reason of
	any breach by the said Cont	tractor(s) of an	y of the terms or	conditions co	ontained	in the said
	agreement or by reason of the	Contractor's fai	lure to perform the	e said agreemen	ıt. Any su	ich demand
	made on the Bank shall be con	clusive as regar	ds the amount due	any payable by	the Banl	c under this
	guarantee. However, our liabil	ity under this gu	arantee shall be re	stricted to an ai	mount no	t exceeding
	Rs(Rupees	S				_).
3.	We the	(Bank)	also undertake to	pay to the OF	TCL any	money so
	demanded not withstanding a	any dispute or	disputes raised by	the Contracto	r(s) in a	any suit or
	proceeding institute/pending b	before any Cour	rt or Tribunal relat	ting thereto our	r liability	under this
	present being absolute and une	quivocal.				
	The payment so made	by us this under	r this bond shall be	a valid dischar	ge of our	liability for
pay	ment there under and the Contract	tor(s) shall have	no claim against u	s for making su	ch payme	ent.
4.	We, (
	shall remain in full force and e said agreement and that it shall					

by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Chairman Cum Managing Director, ORISSA 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 discharge 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 or 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 such variations or the OPTCL or any
	indulgence by the OPTCL to the 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 attheDay of
	Two thousand
8.	This Bank Guarantee shall remain in force up todated theday
	of2014.
	For
	(Indicate the name of the Bank)
	Witness: (with signature, names and address) 1.
	2.

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