



ଓଡ଼ିଶା ବିଦ୍ୟୁତ ଶକ୍ତି ସଂଚାରଣ ନିଗମ ଲିଡ.

ODISHA POWER TRANSMISSION CORPORATION LIMITED
(A Government of Odisha Undertaking)
CORPORATE IDENTITY NUMBER (CIN) U40102OR2004GC007553
O/O GENERAL MANAGER, EHT (O&M) CIRCLE, BERHAMPUR
PO: ENGINEERING SCHOOL, DIST: GANJAM-760010
Email: ehtm.cle.bam@optcl.co.in

OPEN TENDER SPECIFICATION NO:-01/2022-23

TO CARRY OUT THE WORK OF OIL ARRESTING IN DIFFERENT CAPACITY OF AUTO/POWER TRANSFORMERS, AVAILABLE AT VARIOUS GRID SUB-STATIONS, BY USING MAKE- ITW DEVCON MATERIALS, UNDER EHT (O&M) DIVISION, CHATRAPUR

Commencement of Sale of Tender Paper: - From Dated 25.04.2022 to Dated 04.05.2022 up to 4.00 PM.

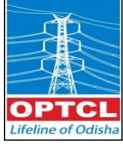
(GST Registration No. is to be produced at the time of purchase of Tender Specification).

Last Date of Submission of Tender Paper: - Dated 05.05.2022 up to 02.00 PM.

Date of Opening of Tender Paper: - Dated 05.05.2022 at 4.00 PM.

COST OF TENDER PAPER: Rs. 4,000/-+ 18 % GST =Rs.4,720/-.

Estimated cost- Rs. 5,00,994/- Including GST



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PO: ENGINEERING SCHOOL. DIST: GANJAM-760010

TENDER NOTICE NO. 01/2022-23

For and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD. General Manager, EHT (O&M) Circle, Berhampur, invites Tenders from Original Manufacturers Or their Authorized Dealers having Authorized Dealership Certificate (Required for bidders other than manufacturer), I.T. PAN, GST Registration No., Experience certificates etc. **To carry out the work of oil arresting, by using ITW Devcon product, in different capacity of Transformers available at various Grid Sub-Stations under EHT (O&M) Division, Chatrapur.**

Commencement of Sale of Tender Paper: - From Dated 25.04.2022 to Dated 04.05.2022 up to 4.00 PM. (GST Registration No. is to be produced at the time of purchase of Tender Specification).

Last Date of Submission of Tender Paper: - Dated 05.05.2022 up to 02.00 PM.

Date of Opening of Tender Paper: - Dated 05.05.2022 at 4.00 PM.

Cost of Tender Paper: - Rs.4,000 + GST @ 18%= Rs.4,720/- Only

For details please visit our website www.optcl.co.in

Corrigendum if any will be published in the website only.

General Manager (Elect.)

TENDER SPECIFICATION FOR TENDER CALL NOTICE NO. 01/2022-23
OF EHT (O&M) CIRCLE, BERHAMPUR

1. SECTION-I Instruction to Tenderers
 2. SECTION-II General Terms and Conditions of Contract
 3. SECTION-III Technical Specification
 4. SECTION-IV Schedule of Quantity
 5. SECTION-V Price Schedule
 6. SECTION-VI List of Annexures
-
7. Price of tender document Rs. 4,000/-+ 18 % GST =Rs.4,720/-
(Rupees Four Thousand Seven Hundred and Twenty) Only by Demand draft (only) to be drawn in favour of EHT (O&M) Circle, OPTCL, Berhampur payable at Berhampur (Non-Refundable).
 8. Commencement of Sale of Tender Paper: - From Dated 25.04.2022 to Dated 04.05.2022 up to 4.00 PM. (GST Registration No. is to be produced at the time of purchase of Tender Specification).
 9. Last Date of Submission of Tender Paper: - Dated 05.05.2022 up to 02.00 PM.
 10. Date of Opening of Tender Paper: - Dated 05.05.2022 at 4.00 PM.

(SECTION-1)
Instruction to Tenderers

The Bidders must read in detail the “Instruction to Bidders” and “General terms and conditions” before filling the tender documents.

1. TENDERS:

- I. Bidders must submit their bids with original signature. Only those who have purchased the Tender specification from this office can submit their Tender. Tenders submitted by others will be rejected.
- II. Tender must be submitted in sealed cover subscribed as “Tender call Notice No. 01/2022-23: For **“carry out the work of oil arresting by using Make ITW DEVCON product, in different capacity of Transformers available at various Grid Sub-Stations under EHT (O&M) Division, Chatrapur”** on or before 04.05.2022 for opening and addressed to the General Manager, EHT (O & M) Circle, Berhampur.
- III. Tender shall be submitted either by person or by registered post with A.D within the time specified in the tender call notice. Any other means of delivery shall not be accepted. **Detailed postal address with PIN No., Phone / Email of bidder must be mentioned in the application requesting for tender document and on the tender bid.** The authority is not responsible for receipt of tender after due date due to postal delay or any other reasons. The tender should be posted by the registry post to reach at Odisha Power Transmission Corporation Ltd., Office of the General Manager, EHT (O & M) Circle, Berhampur, At-Bidyutpuri Colony, Dist- Ganjam (Odisha), Pincode-760010. **Tenders received after due date due to postal delay or any other reason will not considered.**

2. Experience:

The Tenderers should be Manufacturer/ authorized dealer. The bidders should submit the copy of past experience regarding similar nature of work with supply of materials to GRIDCO/ OPTCL or any other state or central PSUs.

3. INFORMATION ON COMPETITORS:

Bidders have right to know information on competitors only at the time of opening of the bids. No further information on competitors shall be provided at any other point / stage of the tender without prejudice to Right to Information Act – 2005.

4. OPENING OF TENDERS:

- A) Copy of PAN card and GST Registration certificate should be enclosed with the tender bids.
- B) Bidders themselves or their authorized representatives limited to one person only (possessing authorization letter in original) shall be allowed to attend opening event of the tenders.

5. The purchaser may alter the quantities of materials at the time of placing orders. Orders may also be split up among more than one tenderer if necessary. The purchaser reserves the right to reject the lowest or any other Tender or all tenders without assigning any reason what so ever.
6. Tender should be prepared clearly without any overwriting and corrections. Erasures and other changes shall bear the dated initial of the person signing the Tender.
7. In the event of discrepancy or arithmetical error in the schedule of price, the decision of the purchaser shall be final and binding on the tenderer. For evaluation, the price mentioned in words shall be taken if there is any difference in figure and word in the price bid.
8. Bidders should submit Certificate of Conformity (COC)/ Batch Certificate in original issued by OEM during supply of the material.
9. For Technical reference, data sheets and MSDS reference to be made from the following website- of www.itwperformancepolymer.com/www.itwprobands.com
10. Bidder should enclosed the valid Authorize dealership certificate with the tender document.
11. Expired product shall not be accepted. Product manufactured on or after October-2021 shall be accepted.

(SECTION-II)
GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.]

1. **Scope of the contract:**
To carry out the work of oil arresting in different capacity of transformers at different Grid Sub-Stations under EHT (O&M) Division, Chatrapur.
- 2.0 **Definition of terms:**
For the purpose of this specification and General Terms and Conditions of contract [GTCC], the following words shall have the meanings hereby indicated, except where otherwise described or defined.
 - 2.1 “The Purchaser” shall mean the General Manager, EHT (O&M) Circle, Berhampur for and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD., Bhubaneswar.
 - 2.1.1 “The Engineer” shall mean the Engineer appointed by the Purchaser for the Purpose of this contract.
 - 2.2 “Purchaser’s Representative” shall mean any person or persons or consulting firm appointed and remunerated by the Purchaser to supervise, inspect, test and examine workmanship and materials of the equipment to be supplied.
 - 2.4 “The Contractor” shall mean the bidder whose bid has been accepted by the purchaser and shall include the bidder’s executives, administrators, successors and permitted assignees.
 - 2.5 “To carry out the work of oil arresting in different capacity of transformers at different Grid Sub-Stations under EHT (O&M) Circle, Berhampur including supply of materials, labour charges etc. to be done under the contract by the Contractors.
 - 2.6 “Contract Price” shall mean the sum named in or calculated the bid.
 - 2.7 “General Condition” shall mean these General Terms and Conditions of Contract.
 - 2.8 “The Specification” shall mean both the technical as well as commercial parts of the specification annexed to or issued with GTCC and shall include the schedules.
 - 2.9 “Month” shall mean “Calendar month”.
 - 2.10 “Writing” shall include any manuscript, type written, printed or other statement reproduction in any visible form and whether under seal or under hand.
 - 2.11 “FOR Destination costs” shall mean the cost at our work site. The cost is inclusive of all taxes & duties etc., but excluding GST.
 - 2.12 The term “Contract document” shall mean and include GTCC, specifications, form of tender, Notice Inviting Tender, covering letter, schedule of prices or the final General Conditions, any special conditions, applicable to the particular contract.
 - 2.13 Terms and conditions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act, failing that in the ODISHA General Clauses Act.
3. **Manner of execution:**
The works awarded should be completed within stipulated days as per work/purchase order.
4. **Language and measures:**
All documents pertaining to the contract including specifications, schedule, notices, correspondence, operating and maintenance instructions or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in this contract.
5. **Right to reject/accept any tender:**
The Purchaser reserves the right either to reject or to accept any or all tenders if the situation so warrants in the

interest of the OPTCL. Orders may also be split up between different Tenderers on individual merits of the Tenderer. The Purchaser has exclusive right to alter the quantities of work at the time of placing final work order.

6. **Force Majeure:**

The Contractor shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force majeure such as acts of god, acts of the public enemy, acts of Govt., Fires, floods, epidemics, Quarantine restrictions, strikes, Freight Embargo and provided that the Contractor shall within Ten (10) days from the beginning of delay on such account notify the purchaser in writing of the cause of delay. The purchaser shall verify the facts and grant such extension, if facts justify.

7. **Extension of time:-**

If the Completion of work is delayed due to reasons beyond the control of the Contractor, the Contractor shall without delay give notice to the purchaser in writing of his claim for an extension of time. The Purchaser on receipt of such notice may or may not agree to extend the contract period date as may be reasonable but without prejudice to other terms and conditions of the contract.

8. **Guarantee period: -**

The work done by the contractor shall be guaranteed for a period of 12 months from the date of completion of work against any bad materials used and bad workmanship done for the work. The above guarantee certificate shall be furnished to the ordering authority for his approval. Any defects noticed during this period shall be rectified by the contractor, free of cost to OPTCL within one month, upon written notice from OPTCL provided such defects are due to bad materials used and bad workmanship.

The work failed or found defective during the guarantee period shall have to be guaranteed after rework for a further period of 12 months from the date of completion of work. The Bank Guarantee is to be extended accordingly without any financial burden to OPTCL.

9. **GST REGISTRATION No., PAN CARD:**

Scanned copies of PAN, GST Registration No., experience certificate/ work order should be submitted along with tender document bid, failing which the tender will be rejected. The contractor or their authorized representatives should produce the original documents for verification at the time of opening of tender. Those who fail to produce the same and found not to be valid at the time of verification, their tenders will be rejected.

10. **B.G. towards security deposit, 100% payment and performance guarantee:**

A Composite Bank Guarantee towards security deposit as per the Proforma enclosed at Annexure-III of the specification for 03% [ten percent] of the total contract value shall be furnished from any nationalized/scheduled bank to the office of concerned **DY. General Manager EHT (O&M) Divisions Chatrapur** within 15 days from the date of issue of the work order,. The BG shall be executed on non- judicial stamp paper worth of **Rs.29.00 [Rupees Twenty Nine] Only** or as per the prevalent rules, valid for a period of 14 months from the last date of stipulated work completion period, for scrutiny and acceptance, failing which the work order will be liable for cancellation without any further written notices. The BG should be accompanied by a confirmation letter from the concerned bank, before the Bank Guarantee is accepted and all concerned intimated. The B.G should be revalidated as and when intimated to you to cover the entire guarantee period.

[ii] No interest is payable on any kind of Bank Guarantee.

[iii] In case of non-fulfillment of contractual obligation, as required in the detailed Work order/Specification, the composite Bank guarantee shall be forfeited.

11. **Terms of Payment**

- i. 97% of the bill will be paid after satisfactory completion of work and verification there off by E.I.C. The bills in triplicate in prescribed proforma may be submitted to the Engineer-in-charge after completion of work in all respect and due verification.
- ii. Balance 03% shall be paid against Bank Guarantee within 15 days from the date of issue of the work order or the equivalent amount will be deducted from the bill . The BG so furnished shall be treated as **work performance**

security and shall be released after completion of Guarantee and validity period. The BG shall be valid two months more than the Guarantee period. **The bill will send for pre-audit after being passed at Division office for payment.**

12. Penalty for Delay in Completion of Contract

Penalty shall be imposed @ ½% (half percent) of contract price for each calendar week of delay of part thereof subject to maximum of @ 5% (five percent) of contract amount. Charges towards penalty shall be counted after scheduled date of completion/issue of clear instruction to the contractor for commencement of works by the General Manager, E.H.T (O&M) Circle, Berhampur /concerned Dy. General Manager, (O&M) Division, Berhampur/Chatrapur.

13. Validity

Prices and conditions contained in the offer should be kept valid for a minimum period of 180 days from the date of opening of the tender, failing which the tender shall be rejected.

14. Jurisdiction of the High Court of ODISHA.

Suits, if any, arising out of this contract shall be filed by either Party in a court of Law to which the jurisdiction of High court of ODISHA extends.

15. Correspondences.

Any notice to the Contractor under the terms of the contract shall be served by Registered/Speed Post or by hand at the Contractor's Principal Place of Business.

Any notice to the Purchaser shall be served at the Purchaser's Principal Office in the same manner.

16. Official Address of the Parties to the Contract

The address of the parties to the contract shall be specified:-

Purchaser: General Manager, EHT (O&M), Circle, OPTCL, Berhampur (Odisha)

Telephone No. 9438908247

Email id:- ehtm.cle.bam@optcl.co.in

17. Outright Rejection of Tenders

Tenders shall be outrightly rejected if the followings are not complied with.

[i] The tenderer shall submit the bid in electronic mode only and shall submit the cost of tender document and Tender processing fee on or before the date and time of opening of the bid.

[ii] The Tender shall not be submitted telegraphically or by FAX.

[iii] The prescribed EMD shall be submitted on or before the last date and time of submission of the bid.

[iv] The Tender shall be kept valid for a minimum period of 180 days from the date of opening of tender.

[v] The schedule of prices should be filled up fully to indicate the break-up of the prices including taxes and duties. Incomplete submission of this schedule will make the tender liable for rejection.

[vi] The Tenderer should quote 'FIRM' price only and the price should be kept valid for a minimum period of 180 days from the date of opening of the tender.

18. SAFETY PRACTICE:-

The Bidder must be followed the OPTCL safety Rule while performing the work. The workmen must be provided Safety Helmet, safety belt, safety shoe, etc. by the contractor while performing the works .No deviation will be allowed and the consignee has got any power to stop the work at any time or the beach of safety practical.

SECTION-III
TECHNICAL SPECIFICATION

SLN	PRODUCT NAME	TECHNICAL DETAILS (LONG TEXT)	Remark
1	PLASTIC STEEL PUTTY (A) MAKE - ITW DEVCON	Colour - Grey Mix Ratio - 2.5 : 1 by vol Specific Vol- 11.9 cu inch/lb Specific Gravity- 2.33 gms / cc Operating Temp-250 degg F Hardness- 85 Shore D Dielectric Strength- 30 v/ mil Tensile Strength- 2800 psi Comp Strength - 8260 psi Flexure Strength.- 5600 psi Adhesive Tensile Shear - 2800 psi Pot life 45 min at 75 degg F	COC (Certificate of Conformance of product) to be provided by manufacturer/ authorized dealer against all supplied item against authenticity of product.
2	PLASTIC STEEL 5MIN PUTTY SF MAKE - ITW DEVCON	Colour - Dark Grey Mix Ratio - 1 : 1 by vol Specific Vol- 12.2 cu inch/lb Specific Gravity- 1.96 gms / cc Operating Temp-200 degg F Hardness- 85 Shore D Dielectric Strength- 30 v/ mil Tensile Strength- 2026 psi Comp Strength - 10400 psi Flexure Strength.- 7680 psi Abrasion resist- 90 mg / 1000 cycles Pot life 5 min at 75 degg F	COC (Certificate of Conformance of product) to be provided by manufacturer/ authorized dealer against all supplied item against authenticity of product..
3	SILITE SEALANT MAKE - ITW DEVCON	Colour - White Density - 1.05 gm/cucm Dielectric constant - 2.8 Dielectric Strength - 375 volts/mils Elongation- 600% Tear Resistant - 47 pli Tensile strength - 400 psi Viscosity - non sag gel upto 3/4 in - 3 lac-4 lac Cured hardness- 30 shore A Coverage- 100 linear ft/lb Temperature resistant - -60 - 450 °F	COC (Certificate of Conformance of product) to be provided by manufacturer/ authorized dealer against all supplied item against authenticity of product.
4	CLEANER #10 MAKE- ITW Devcon	Appearance - Clear colourless solvent liquid Specific Gravity - 20degg C - 0.783-0.787 gm/ml Purity weight % minm - 99.80 Water wt % max - 0.05	COC (Certificate of Conformance of product) to be provided by manufacturer/ authorized dealer against all supplied item against authenticity of product..

SECTION-IV
SCHEDULE OF QUANTITY

1. For 132/33 KV Grid S/S, Ganjam

Sl .No	Product Description	Unit	Qty. Reqd
01.	Plastic Steel Putty A (Make- ITW DEVCON	kg	6
02.	Plastic Steel 5 Minutes Putty (SF) (Make- ITW DEVCON 454 Gram =1 Pkd	No. of Pkd	6
03.	Silite Sealant(Make- ITW DEVCON 310 MI= 01 jar	No. of Jar	12
04.	Devcon Cleaner # 10 (Make- ITW DEVCON	Ltr.	6

2. For 132/33 KV Grid S/S, Purusottampur

Sl .No	Product Description	Unit	Qty. Reqd
01.	Plastic Steel Putty A (Make- ITW DEVCON	kg	14
02.	Plastic Steel 5 Minutes Putty (SF) (Make- ITW DEVCON 454 Gram =1 Pkd	No. of Pkd	16
03.	Silite Sealant (Make- ITW DEVCON 310 MI= 01 jar	No. of Jar	24
04.	Devcon Cleaner # 10 (Make- ITW DEVCON	Ltr.	11

SECTION-V
PRICE SCHEDULE

Sl .No	Product Description	Unit	Qty. Reqd	Rate in Rs.	Amount in Rs.
01.	Plastic Steel Putty A (Make- ITW DEVCON	kg	20		
02.	Plastic Steel 5 Minutes Putty (SF) 454 Gram =1 Pkd (Make- ITW DEVCON	No.of Pkd	22		
03.	Silite Sealant (Make- ITW DEVCON 310 MI= 01 jar	No. of Jar	36		
04.	Devcon Cleaner # 10 (Make- ITW DEVCON	Ltr.	17		
05	Total				
06	GST @18%				
07	Total Amount (Sl. No. 5+Sl. No. 06)				

Signature of Bidder with date

[LIST OF ANNEXURES]

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

1	Declaration form	ANNEXURE-I
2	Abstract of terms and conditions to accompany Section-II	ANNEXURE-II
3	Bank Guarantee	ANNEXURE-III
4	Bid Declaration form	ANNEXURE-IV

ANNEXURE - I
DECLARATION FORM

To

The General Manager (Elect.)
EHT (O&M) Circle, OPTCL
Berhampur.

Sub: - Tender Specification No.- OT-01/2022-23

Sir,

1. Having examined the above specification together with terms & conditions referred to therein * I/We the undersigned hereby offer to take up the painting work including supply of materials , labour charges & T&P etc. 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 completed the work within the time specified in the WO/PO.
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 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-11 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.

Signed this day of 2022

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] TO ACCOMPANY PART-I

1(a)	Cost of Tender Document: DD/NEFT details & Date.	
1(b)	Earnest money furnished. DD/NEFT details & Date.	BID Declaration Form
1(c)	Tender Processing Fee: DD/NEFT details & Date.	
2	Whether scanned copy of HT/MV License furnished	NA
3	Whether scanned copy of Authorised Dealership Certificate furnished	Yes/No.
4	Whether scanned copy of GST Registration Certificate furnished.	Yes/No.
5	Whether scanned copy of PAN/TIN card furnished.	Yes/No.
6	Contractor's work experience including user's certificate furnished	Yes/No.
7	Scope of work: Whether agreeable to OPTCL's desired Scope of work as indicated	Yes/No.
8	Guarantee: -Whether agreeable to OPTCL's terms.	Yes/No.
9	Whether agreeable to furnish Security Deposit/Composite B.G. in case his tender be successful [As per clause-18 of Section-III]	Yes/No.
10	Terms of payment:- Whether agreeable to OPTCL's terms [As per clause-19 of Section-III]	Yes/No.
11	Nature of price:- FIRM	Yes/No.
12	Penalty:- Whether agreeable to OPTCL's terms (As per clause-13 of Section-II)	Yes/No.
13	Validity: - Whether agreeable to OPTCL's terms [As per clause-21 of Section-III]	Yes/No.
14	Whether declaration form duly filled in furnished.	Yes/No.

ANNEXURE-III

PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY

DEPOSIT PAYMENT AND PERFORMANCE

This Guarantee Bond is executed this _____ day
of _____ 2022 by us the
_____ Bank at

P.O. _____ P.S. _____

–
District _____ State _____
–

1. WHEREAS the ODISHA POWER TRANSMISSION CORPORATION LTD., a body corporate constituted under the Electricity Act, 2003 [hereinafter called “the OPTCL” which shall include its successors and assigns has placed orders No. _____ Date _____ [hereinafter called “The Agreement”] on M/s. _____ [Hereinafter called “The Contractor”] which shall include its successors & assigns for execution of the work.

AND WHERE AS the bidder has agreed to execute the work for OPTCL in terms of the said agreement AND

WHEREAS the OPTCL has agreed [1] to exempt the bidder from making payment of Security [2] to release 100% payment of the cost as per the said agreement and [3] to exempt from performance guarantee on furnishing by the bidder to OPTCL, a Composite bank Guarantee of the value of 10 % [ten percent] of the contract price of the said agreement.

NOW THEREFORE, in consideration of the OPTCL having agreed [1] to exempt the bidder from making payment of Security [2] releasing 100% payment to the bidder and [3] to exempt from furnishing performance guarantee in terms of the said agreement as aforesaid, we, the _____ [Bank][hereinafter referred to as ‘the Bank’] do hereby undertake to pay to the OPTCL an amount not exceeding Rs. _____ [Rupees _____] against any loss

or damage caused to or suffered by or would be caused to or suffered by the OPTCL by reason of any breach by the said Bidder [s] of any of the terms or conditions contained, in the said agreement.

2. We the (_____Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the OPTCL stating that the amount claimed is due by way of loss or damage caused to or suffered by the OPTCL by reason of any breach by the said Supplier [s] of any of the terms or conditions, contained in the said agreement or by reason of the bidder'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 Contractor [s] in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

4. We, (_____Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to do so enforceable till all the dues of the OPTCL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till General Manager , E.H.T.(O&M) Circle, OPTCL, Berhampur, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor [s] and accordingly discharges this Guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the [Date_____], we shall be discharged from all liability under this guarantee thereafter.

5. We,(_____Bank) further agree that the OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor [s] and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said Contractor [s] or for any forbearance, act or omission on the part of the OPTCL or any indulgence by the OPTCL to the said Contractor [s] or by any such matter or thing whatsoever which under the law relating to sureties would but these 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.
8. We the _____ Bank further agree that this guarantee shall also be invoked at our place of business at Berhampur(indicate the name of the branch) in the state of ODISHA.
Not with standing anything contained herein.
- 1) Our liability under this bank guarantee shall not exceed Rs. -----
(Rupees-----).
- 2) The bank guarantee shall be valid up to Dated.-----
- 3) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only & only if you serve upon us at -----branch at Berhampur a written claim or demand on or before Dated.-----.

Dated _____ Day of

For _____

[Indicate the name of Bank]

Witness ((Signature, names & address)

ANNEXURE-IV
BID DECLARATION FORM

To

The General Manager (ELECT)

EHT (O&M) Circle, Berhampur

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 supply the materials/equipments 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 ORISSA 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.

Bid Security Declaration

*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 _____ 2022

Yours faithfully

Signature of the Bidder with seal of the company

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

* (Strikeout whichever is not applicable)