



ODISHA POWER TRANSMISSION CORPORATION LTD
OFFICE OF THE SR.GENERAL MANAGER (STORES & SERVICES)
JANAPATH, BHUBANESWAR-751022

TEL NO. 0674-2547185

FAX NO. 0674-2540016

email: sto.cle.bbs@optcl.co.in, Website: www.optcl.co.in, CIN: U40102OR2004SGC007553

**TENDER SPECIFICATION NO.
SR.G.M.[S&S]- 27 /2016-17**

FOR

**SUPPLY & INSTALLATION OF SPLIT AC MACHINES AT
DIFFERENT CHAMBERS OF GRIDCO & OPTCL,
BHUBANESWAR**

DATE OF OPENING OF TENDER PAPER-

Dt. 17 .10.2016

COST OF TENDER PAPER-

₹. 600.00 + 5% VAT.

Tender papers shall be downloaded from dt. 30 .09.2016 to 17 .10.2016 upto 1.00PM.

The last date for receipt of tender is dt. 17 .10.2016 upto 1.00PM.

Tenders shall be opened on dt. 17.10.2016 at 4.00PM



ODISHA POWER TRANSMISSION CORPORATION LTD

REGD. OFFICE, JANAPATH, BHUBANESWAR . 751022, ODISHA.

email: sto.cle.bbs@optcl.co.in, Website: www.optcl.co.in, CIN: U40102OR2004SGC007553

TENDER NOTICE NO. SRGMS- 27 /2016-17

No. EMC- 118/2013/592(4)

dt. 28.09.2016

For and on behalf of Odisha Power Transmission Corporation Ltd., Sr.G.M. (S&S) invites Sealed tenders from authorised dealers/ Trade Partner having regd with Service tax for the work %Supply & Installation of 4Nos. of 2.0/1.5/1.0T Split AC Machines at different chambers of OPTCL & Gridco, Bhubaneswar+ as per the Technical Specification. Tender papers shall be downloaded from dt. 30 .09.2016 to dt. 17 .10.2016 upto 1.00PM.The last date for receipt of tender is dt. 17.10.2016 upto 1.00PM. Tenders shall be opened on dt. 17.10.2016 at 4.00PM. Interested firms may visit OPTCL's official website <http://www.optcl.co.in> for detail specifications.

Sd/-

SR.GENERAL MANAGER [S&S]

CC to

1. CGM(O&M),OPTCL for kind inf.
2. CGM(IT),OPTCL for inf. & n/a.They are requested to host the tender documents in the OPTCL official website for wide circulation.
3. DGM,EHT Stores div,OPTCL,BBSR

NOTICE INVITING TENDER
ODISHA POWER
CORPORATION LTD



TRANSMISSION

JANPATH, BHUBANESWAR 6 751 022,

TENDER NOTICE NO. SRGMS- 27 /2016-17

For and on behalf of the Odisha Power Transmission Corporation Limited, the undersigned invites bids under single-part bidding system in double-sealed cover, for the works as mentioned below, duly super scribed with Tender Specification No. & Date of opening, from authorised dealers/ Trade Partner for Supply & Installation of 4Nos. of Split AC Machines at different building of OPTCL & Gridco, Bhubaneswar

Sl. No.	Tender Specificati on No.	Description of works.	Earnest Money Deposit (In ₹.)	Cost of Tender Paper.	Last date of receipt & opening of tender
1.	SR.G.M.(S&S)-27 /2016-17	Supply & Installation of 4Nos. of Split AC Machines at different building of OPTCL & Gridco, Bhubaneswar (Make: LG/ Voltas/ Samsung/ Carrier/ Hitachi/ Bluestar)	1500.00	600/- + 5% VAT	17 .10.2016 at 1.00PM & 4.00PM respectively

The tender specification documents can be had from the office of the undersigned on payment of non-refundable cost of tender specification documents in the shape of cash from 10 A.M. to 3 P.M. during dt. 30 .09.2016 to dt. 17 .10.2016 (both days inclusive) on any working day either in person or by remitting demand draft payable to General Manager, Stores Circle, OPTCL,Bhubaneswar. No other mode of payment is acceptable. No tender documents will be sold on any other day except as indicated.

The specification can also be downloaded from OPTCL's official web site <http://www.optcl.co.in> and the same may be submitted alongwith the cost of tender document by way of demand draft/ pay order payable to General Manager, Stores Circle, OPTCL,Bhubaneswar at the time of submission of tender document. Incase any deviation is found in the tender document submitted by the Tenderers from the content mentioned in our web site and/ or non submission of cost of tender documents, the tender shall liable to be rejected at any stage of the contract. The Tenderers has to indemnify OPTCL for any loss accruing due to such alteration in the terms and conditions of the tender document & / or for such alteration, resulting in the cancellation of the contract.

The intending bidders, who want to get a copy of the tender specification document by post, are required to deposit an additional amount of ₹. 300/- over and above the cost of the tender specification, mentioned under heading %Cost of tender specification+. Complete bid for the works will be received upto 1 P.M. only and the same will be opened at 4.00 P.M. on the date mentioned in the notice inviting tender. In the event of any specified date for the sale, submission or opening of bids being declared a holiday for purchaser, the bids will be sold/ received/ opened upto the appointed times on the next working day. Only one representative of the bidder will be allowed to participate in the bid opening with valid identification certificate. OPTCL also reserves the right to accept or reject the tender without assigning any reasons thereof, if the situation so warrants. OPTCL shall not be responsible for any postal delay at any stage. Minimum qualification criteria of bidders:

The bidder must have executed similar type of work previously during last three years. They should be willing to furnish at least one of the performance certificate from central /state Govt. or their undertakings. The contractor should be regd. with PAN, VAT, Service tax.

SR. GENERAL MANAGER [S&S.]
OPTCL, BHUBANESWAR

SECTION – I

INSTRUCTIONS TO TENDERERS TABLE OF CONTENTS

<u>Clause</u>	<u>Title</u>	<u>Page</u>
1.	Submission of Bids.	8
2.	Division of Specification.	8
3.	Tender shall be in single part	8
4.	Opening of Bids.	8
5.	Purchaser's Right Regarding Alternation of Quantities Tendered.	9
6.	Procedure & Opening Time of Tenders.	9
7.	Bidders' Liberty to Deviate from Specification.	9
8.	Eligibility for submission of Bids.	9
9.	Purchaser's Right to Accept/Reject Bids.	10
10.	Mode of Submission of Bids.	10
11.	Earnest Money Deposit.	10
12.	Validity of Bids.	11
13.	P r i c e.	11
14.	Revision of Tender Price By Bidders.	11
15.	Tenderers to be fully Conversant with the Clause of the Specification.	11
16.	Documents to Accompany Bids.	11
17.	Documents/Papers to Accompany Part-II Bid.	12
18.	Conditional Offer.	12
19	General.	12

SECTION – II

GENERAL TERMS & CONDITIONS OF CONTRACT (G.T.C.C.) TABLE OF CONTENTS

Clause	Title	Page
1.	Scope of the Contract.	
2.	Definition of term.	
3.	Manner of execution.	
4.	Inspection& Testing.	
5.	Training Facilities.	
6.	Rejection of Materials.	
7.	Experience of Bidders.	
8.	Language & Measures.	
9.	Deviation from Specification.	
10.	Right to Reject/Accept Any Tender.	
11.	Contractor to Inform Himself fully.	
12.	Patent Rights etc.	
13.	Delivery.	
14.	Despatch Instructions.	
15.	Contractors Default Library.	
16.	Force Major.	
17.	Extension of Time.	
18.	Guarantee Period.	
19.	Bank Guarantee towards Security Deposit, 100% Payment & Performance Guarantee.	
20.	Performance Guarantee.	
21.	Import License.	
22.	Terms of Payment.	
23.	Penalty for Delay in completion of Contract.	
24.	Insurance.	
25.	Payment due from the Contractor.	
26.	Sales Tax & Income Tax Clearance, Balance Sheet & Profit & Loss Accounts.	
27.	Certificate for Exemption from Excise Duty/Sales Tax.	
28.	Contractor's Responsibility.	
29.	Validity.	
30.	Evaluation & comparison of Bids.	

31	Jurisdiction of the High Court of Odisha.	
32.	Correspondences.	
33.	Official Address of the Parties to the Contract.	
34.	Outright Rejection of Tenders.	
35.	Documents to be Treated as Confidential.	
36.	Scheme/Project.	
37.	Annexures.	

COMMERCIAL SPECIFICATION

PART . I SECTION - I

INSTRUCTIONS TO TENDERER

1. Submission of Bids:-

Sealed tenders in duplicate in on single part each complete with all respect, in the manner hereinafter specified are to be submitted in the office of SR.GENERAL MANAGER [S&S.]OPTCL, Bhubaneswar on or before the date and time specified against the relevant tender Specification in the notice inviting the tenders. Each copy of the bids (Original & Duplicate) shall be in separate double sealed envelopes super scribed on each of the covers the relevant tender Specification number and the due date of opening of the bids on the right hand top side of the envelopes. On the left top sides original/duplicate as is relevant, shall be written.

2. Division of Specification:

The Specification is mainly divided into one part viz. Part-I.

Part- I Consists of

- (i) Section-I : Instructions to Tenderers.
- (2) Section-II : General conditions of supply (commercial)
- (iii) Section-III : Schedules and forms etc.
- (iv) Section-IV : Technical Specification.
- (v) Abstract of price components as per Annexure-IV.

Schedule of prices as per Annexure-V.

3. Tenders shall be in single Part:

The Tenderers are required to submit the tenders in single-part in double sealed covers shall be superscribed as %M.D., technical and commercial+and shall be superscribed as %price bid+.

4. Opening of Bids.

- (a) The tender shall be opened in the office of the Sr.General Manager [S&S.]OPTCL in presence of such of the Tenderers or their authorized representatives (limited to one person only) on the due date of opening of tender and after scrutiny of the technical particulars and other commercial terms, clarifications as may be required, shall be sought for from the bidders. The Tenderers shall be allowed 15 days time for such activity.

- (b) On receipt of technical clarification the bids shall be reviewed/evaluated and those not in conformity with the technical Specification/qualifying experience, shall be rejected. If any of the technical proposals requires modification to make them comparable, discussion will be held with the participating bidders.
- (c) The bidders are required to furnish sufficient information to the Purchaser to establish their qualification/capability to manufacture and/or supply the materials/perform the work. Such information shall include details of bidder's experience, its financial, managerial and technical capabilities.
- (d) The bidders are also required to furnish details of availability of appropriate technical staff and capability to perform after sales service where applicable. The above information shall be considered during the first stage of scrutiny and evaluation of bids and any bid which does not satisfactorily meet these requirements, shall not be considered for price bid evaluation.

5. Purchaser's Right Regarding Alteration of Quantities Tendered.

The Purchaser may alter the quantities of materials/equipment at the time of placing orders. Initially the Purchaser may place order for lesser quantity with full freedom to place extension orders for further quantity under similar terms and conditions of the original orders. Order may also be split among more than one Tenderer for any particular item if considered necessary in the interest of the Purchaser.

6. Procedure & Opening Time of Tenders:

Tenders will be opened in the office of the Sr.General Manager [S&S.]OPTCL, on the specified date and time in presence of such of the Tenderers or their authorized representatives (limited to one person only) in case of each bidders who may desire to be present, at the time of opening the bids. The Sr.General Manager [S&S.]OPTCL, or his authorized representatives will, on opening of each bid, read aloud the name of the bidder. He shall also read aloud the attested and un-attested corrections and shall record the number of such corrections on each page of the technical bid over his dated initials and also initial all such corrections.

7. Bidder's Liberty to Deviate from Specification:

The Tenderer may deviate from the Specification while quoting if in his opinion such deviation is in the line with the manufacturer's standard practice and conducive to a better and more economical offer. All such deviations should however be clearly indicated giving full justifications for such deviation. (Read with Clause-9, Section-II of the Specification).

8. Eligibility for Submission of Bids.

Tenderers who have purchased the Specification from the office or downloaded from the official website of OPTCL & deposited the tender cost while submitting the tender will only be considered.

9. Purchaser's Right to Accept/Reject Bids.

The purchaser reserves the right to reject any or all the tenders without assigning any reasons what so ever if it is in the interest of OPTCL under the existing circumstances. (Read with Clause-10, Section-II of the Specification).

10. Mode of Submission of Bids.

(A) Bids, complete in all respect shall be submitted in person or by registered Post with A.D. Any other mode shall not be accepted. When delivered in person, the tenders shall be received by a responsible officer of the office of the Sr.General Manager [S&S.]OPTCL who shall officially acknowledge the receipt of the same. Tenders received after due date and time shall be returned un-opened.

(B) **Telegraphic, Telephonic or FAX Tenders** shall not be accepted under any circumstances.

11. (i) **Earnest Money Deposit.**

The tender shall be accompanied by Earnest Money Deposit of value specified in the notice inviting tenders against each lot/bid. Tenders without the required E.M.D. will be rejected outright.

The earnest money deposit shall be furnished in one of the following forms subject to the conditions mentioned below:

(a) **Bank Draft:** To be drawn in favour of the Sr.General Manager, Stores Circle OPTCL,Bhubaneswar.

(b) Bank Guarantee from any nationalized/scheduled Bank strictly as per enclosed proforma vide Annexure-VI to be executed on non-judicial stamp paper of appropriate value worth 29/- to be accompanied by the confirmation letter of the issuing Bank.

The validity of the E.M.D. Bank Guarantee shall be 240 days from the date of opening of tender, failing which the tender will be liable for rejection.

(iii) No adjustment towards Earnest Money Deposit shall be permitted against any outstanding amount with the Odisha Power Transmission Corporation Limited

(iv) In the case of un-successful Tenderer the Earnest Money will be refunded Immediately after the tender is decided. In the case of successful tenderer, EMD will be refunded only after furnishing of security money referred to at Clause-19 of section . II. Suits if any, arising out of this Clause shall be filed in a Court of law to which the jurisdiction of high court of Odisha extends.

(v) Earnest Money will be forfeited if the Tenderer fails to accept the letter of intent and /or purchase orders issued in his favour.

12. **Validity of the Bids**

The tenders should be kept valid for a period of 180 days from the date of opening of the tender as notified in the tender notice failing which the tenders will be rejected.

13. **PRICE** Tenderers are requested to quote FIRM price only including all taxes & duties except service tax.

14. **Revision of Tender Price By Bidders**

(a) After opening of tenders and within the validity period, no reduction or Enhancement in price will be entertained. If there is any change in price, the tender shall stand rejected and E.M.D. deposited shall be forfeited. In case of bidders who are exempted from depositing E.M.D. and who revise their price within the validity period, the bids for similar items against subsequent tender call notice of OPTCL, may not be considered.

(b) If required, the Tenderers may be asked to extend the validity period of bids under the same terms and conditions as per the original tender except for the change in delivery

period, In such an event the Tenderers are free to change any or all conditions of their bids including price at their own risk.

15. **Tenderers to be fully Conversant with the Clauses of the Specification.**

Tenderers are expected to be fully conversant with the meaning of all the Clauses of the Specification before submitting their tenders. In case of doubt regarding the meaning of any Clause the Tenderer may seek clarification in writing from the Sr.General Manager (S&S), OPTCL. This however, does not entitle the Tenderer to ask for time beyond due date fixed for receipt of tender.

16. **Documents to Accompany Bids**

Tenderers are required to submit tenders in the following manner :-

The Tender shall Contain the following Documents

- (I) Declaration Form. (As per Annexure . I)
- (ii) Earnest Money /Documents in support of exemption from Earnest Money Deposit if any.(As per Annexure-VI)
- (iii) Technical Specification and Guaranteed Technical Particulars conforming to the Purchaser's Specification along with drawings and literature.
- (iv) Photostat copies of latest type test certificate of workorders/materials/equipments offered. (Type tests should have been conducted within 5 years prior to the dated tender opening and not earlier).
 - a. Abstract of Terms & Conditions in prescribed Proforma as per Annexure-II.
 - b. General Terms & Conditions of supply offer as per Section-II of specification.
 - c. List of orders executed for similar items during preceding four years indicating the customer's name & P.O. copies & performance certificates.
 - d. Data on past experience as per Clause-7 of Section . II of the Specification.
 - e. Sales Tax clearance certificates, for the previous year & PAN Card Xerox copy & service tax regd. Xerox copy.
 - f. Audited Balance Sheet & Profit Loss Account for the previous three years.
 - g. Schedule of quantity and delivery in the prescribed proforma vide Annexure-III.
 - h. Orders in hand to be executed.
 - I. Abstract of Price Components, as per Annexure-IV.
 - J. Schedule of prices in the prescribed proforma as per Annexure . V.

18. **Conditional Offer**

Conditional offer shall not be accepted.

19. **General**

- i) Over writing shall be avoided
- ii) Erasures and other changes shall bear the dated initial of the person signing the tender.
- iii) 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.
- iv) For evaluation the price mentioned in words shall be taken if there is any difference in figure and words in the price bid.
- v) Notice inviting tender shall form part of this Specification.
- vi) The price bids of the technically and otherwise acceptable bids shall only be evaluated.

PART - I

SECTION - II

GENERAL TERMS & CONDITIONS OF CONTRACT (G.T.C.C)

1.0 Scope of the Contract

- 1.1 Supply & Installation of 4Nos. of 2.0/1.5/1.0T Split AC Machines in complete shape.
- 1.2 Installation of AC Machines are to be done as per site condition including extra length of Copper pipes, Supply cables etc, fixing of back wooden plate on the glass windows for fixing of indoor unit at various room. All extra materials will be supplied by the firm at the time of installation.

The details of list is at Schedule of Price (Annexure-A). The bidders are requested to inspect the site before quoting the rate in the bid.

2.0 Definition of Terms

For the purpose of this Specification and General Terms & Conditions of Contract (G.T.C.C.) the following words shall have the meanings hereby indicated, except where otherwise described or defined.

- 2.1 ~~The~~ Purchaser+ shall mean the Sr.General Manager for & on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD., Bhubaneswar.
- 2.2 ~~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.
- 2.3 ~~The~~ Contractor+ shall mean the Bidder whose bid has been accepted by the Purchaser and shall include the Bidders' executives, Administrators, Successors and permitted assignees.
- 2.4 ~~The~~ Equipment+ shall mean and include all machinery, apparatus, Materials, articles to be provided under the contract by the Contractor.
- 2.5 ~~The~~ Contract Price+ shall mean the sum named in or calculated in accordance with the provisions of the contract as the ~~Contract~~ Price+ which shall include packing, forwarding, freight, insurance excise duty, sales tax, Octroi and other taxes and duties as applicable at the time of opening of bids.
- 2.6 ~~The~~ General Conditions+ shall mean these General Terms and Conditions of Contract.
- 2.7 ~~The~~ Specification+ shall mean the Specification annexed to or issued with G.T.C.C. and shall include the schedules & drawings attached thereto as well as all samples and pattern, if any.
- 2.8 ~~The~~ Month+ shall mean ~~The~~ Calendar month+.
- 2.9 ~~The~~ Writing+ shall include any manuscript, type written, printed or other statement re-production in any visible form and whether under seal or under hand.
- 2.10 ~~The~~ O.R. Destination Costs+ shall mean the cost of equipment and material at the consignee's stores. The cost is exclusive of Excise duty, Sales Tax and other Local Taxes, but is inclusive of packing, forwarding and insurance and freight charges.

- 2.11 The term "Contract documents" shall mean and include G.T.C.C., Specifications, Schedules, Drawings, Form of Tender, Covering Letter, Schedule of Price of the final successful bidder any special conditions applicable to the particular contract, Specifications and drawings and the purchase order & the agreement to be entered into.
- 2.12 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**

All works completed under the contract shall be manufactured in the manner set out in the Specification or where not set out, to the reasonable satisfaction of the Purchaser's representative.

4. **Inspection and Testing**

- i) The Purchaser's representative shall be entitled at all reasonable times during manufacture to inspect, examine and test on the Contractor's premises the materials and workmanship of all equipment to be supplied under this contract and if part of the said equipment is being manufactured on other premises, the Contractor shall obtain for the Purchaser's representative, permission to inspect, examine and test as if the equipment were being manufactured on the Contractor's premises. Such inspection, examination and testing shall not release the Contractor from his obligations under the contract.
- ii) The Contractor shall give to the Purchaser adequate time/notice (at least 5 days for inside the State suppliers and 15 days for outside the State suppliers) in writing for inspection of materials indicating the place at which the equipment is ready for testing and inspection and shall also furnish the Routine Test Certificates and Packing List along with offer for inspection to the Purchaser indicating the quantity which can be delivered in full truck load/Mini truck load to facilitate issue of dispatch instruction.
- iii) Where the contract provides for test on the Premises of the Contractor or of any of his Sub-Contractors, the Contractor shall provide such assistance, labour, materials, electricity, fuel and instruments as may be required or as may be reasonably demanded by the Purchaser's representative to carry out such test effectively & efficiently. The Contractor is required to produce Routine Test Certificate before offering their materials for inspection.
- iv) The Purchaser has the right to have the tests carried out at his own cost by an independent agency whenever there is a dispute regarding the quality of supply.

5. **Training Facilities**

The Contractor shall provide all possible facilities for training of Purchaser's Technical personnel, where applicable when deputed by the Purchaser for acquiring first hand knowledge in assembly of the equipment and for its proper operation and maintenance in service if required.

6. **Rejection of Materials**

In the event any of the materials/equipment supplied by the Contractor is found defective due to faulty design, bad workmanship, bad materials used or otherwise not in conformity with the requirements of the Specification, the Purchaser shall either reject the materials/equipment or ask the Contractor in writing to rectify the same. The Contractor on receipt of such notification shall either rectify or replace the defective equipment free of cost of the Purchaser. If the Contractor fails to do so, the Purchaser may :-

- (a) As its option, replace or rectify such defective equipment and recover the extra costs so involved from the Contractor plus fifteen percent and /or.
- (b) Terminate the contract for balance work/supplies, with enforcement of penalty Clause as per contract for the un-delivered goods and with forfeiture of performance Guarantee/Composite Bank Guarantee.
- (c) Acquire the defective equipment/materials at reduced price, considered equitable under the circumstances.

7. **Experience of Bidders :**

The bidders should furnish information regarding experience particularly on the following points:-

- i) Name of the firm.
- ii) A list of work orders executed during the last three years along with user's certificates.
- iii) Equipment capability & upto date calibration certificate(s) .

8. **Language and Measures**

All documents pertaining to the contract including Specifications, Schedule, Notices, Correspondence, Operating & Maintenance instructions, Drawings or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in this contract.

9. **Deviation from Specification**

It is in the interest of the Tenderers to study the Specification, drawing etc. specified in the tender schedule thoroughly before tendering so that, if any deviations are made by the Tenderers the same are prominently brought out on a separate sheet under heading %Deviations+.

A list of deviation shall be enclosed with the Tender. Unless deviation in scope, technical and commercial stipulations are specifically mentioned in the list of deviations, it shall be presumed that the Tenderer has accepted all the conditions stipulated in the tender Specification, not withstanding any exemptions mentioned therein.

10. **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 Purchaser. 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 materials at the time of placing final Purchase order. After placing of the rate contract order, the Purchaser may place workorder from time to time after site requirements. It may be clearly understood by the Tenderer that the Purchaser need not, assign any reason for the above action(s).

11. **Contractor to inform himself fully**

The Contractor shall examine the instructions to Tenderers, General Conditions of contract, Specification and the Schedules of Quantity and delivery to satisfy himself as to all terms and conditions and circumstances affecting the contract price. He shall quote price(s) according to his own views on these matters and understand that additional allowances except as otherwise provided therein will be levied. The Purchaser shall not be responsible for any misunderstanding or incorrect information obtaining by the Contractor other than the information given to the Contractor in writing by the Purchaser.

12. **Patent Rights Etc.**

The Contractor shall indemnify the Purchaser against all claims, actions, suits and proceedings for the infringement or alleged infringement of any patent design or copy right protected either in the country of origin or in India by the use of any equipment/ materials supplied by the Contractor. But such indemnity shall not cover any use of the equipment, other than for the purpose indicated by or reasonably to be inferred from the Specification.

13. **Delivery/ Completion period**

- (a) Time being essence of the contract, the work shall be completed within the completion date specified in the contract. The Purchaser, however, reserves the right to reschedule the completion period. The completion period shall be reckoned from the date of placing the Letter or Intent/ work order as may be specified in the LOI/ work order.
- (b) The desired completion period shall not ordinarily exceed more than 3 month.

14. **Inspection:**

The statutory inspection of electrical installation if required are to be carried out by the contractor by their own cost. The required amount of fee are to be deposited at the appropriate level.

15. **Contractor's Default Liability.**

- i) The Purchaser may, upon written notice of default to the Contractor, terminate the contract in circumstanced detailed hereunder.
 - (a) If in the judgment of the Purchaser, the Contractor fails to complete within the time specified in the contract or within the period for which extension has been granted by the Purchaser in writing in response to written request of the Contractor, &/ or,
 - (b) If in the judgment of the Purchaser, the Contractor fails to comply with any of the provisions of this contract.
- ii) In the event Purchaser terminates the contract either in whole or in part as provided in Clause-15(i) of this section, the Purchaser reserves the right to purchase upon such terms and in such a manner as he may deem appropriate work similar to those terminated and the Contractor will be liable to the Purchaser for any additional costs for such similar work and/or for penalty for delay as defined in Clause-23 of this section until such reasonable time as may be required for the final completion of work.
- iii) In the event the Purchase does not terminate the contract as provided in Clause 15(i) of this Section, Contractor shall continue executing the contract, in which case he shall be liable to the Purchaser for penalty for delay as set out in Clause-23 of this Section until the work is accepted. This shall be based only on written request of the contractor and written willingness of Purchaser.

16. **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, provided that the Contractor shall within ten (10) days from the beginning of such delay notify the Purchaser in writing of the cause of delay, upon which, the Purchaser shall verify the facts and grant such extension as facts justify.

17. **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 agree to extend the contract completion date as may be reasonable but without prejudice to other terms and conditions of the contract.

18. **Guarantee Period.**

- i) The works covered by this Specification should be Guaranteed for satisfactory operation and against defects in design, materials and workmanship for a period of 18 (eighteen) months from the date of commissioning. The above Guarantee Certificate shall be furnished in triplicate to the purchaser for his approval. Any defect noticed during this period should be rectified by the Contractor free of cost to the Purchaser provided such defects are due to faulty design, bad workmanship or bad materials used, upon written notice from the Purchaser.
- ii) The Compressors of the AC Machines should be guaranteed for 5 years from the date of delivery.

19. **Bank Guarantee towards Security Deposit, 100% Payment and performance Guarantee.**

A Composite Bank Guarantee as per the proforma enclosed at Annexure-VII of the specification for 10%(Ten percent) of the total FOR Destination cost of the purchase order, shall be furnished from any Nationalised/ Scheduled Bank to the office of General Manager (S&S), OPTCL within 15(Fifteen) days of issue of purchase order. The Bank Guarantee shall be executed on non-judicial stamp paper worth of Rs.29/- or as applicable, as per the prevalent rules, valid for a period of 12(twelve) month from the last date of stipulated completion period for scrutiny and acceptance, failing which the supply order will be liable for cancellation without any further written notice. The said Bank Guarantee should be accompanied or followed by a confirmation letter from the concerned Bank, before the Bank Guarantee is accepted and all concerned intimated. The BG shall have provision for encashment at BBSR. You are requested to extend the validity of the entire guarantee period.

- i) No interest is payable on any kind of Bank Guarantee.
- ii) In case of non-fulfillment of contractual obligation as required in the detailed purchase order/specification, the composite Bank Guarantee/Permanent Registration Fee shall be forfeited.
- iii) The Composite/Performance Bank guarantee amount on the full order value shall be deducted from the first claim of the supplies made in cases where no Composite Bank Guarantee/Performance Bank Guarantee is furnished.

20. **Performance Guarantee**

The suppliers those who are not covered under Clause-19 of this Specification including Central/State Govt. undertaking are required to furnish a performance Guarantee to the tune of 2.5% of the total F.O.R. Destination cost of the purchase order in shape of Bank Guarantee from any Nationalised or Scheduled Bank on a non-judicial stamp paper worth Rs.29/- or as applicable as per prevalent rules, as per the proforma at Annexure-VIII of the Specification. Such performance Bank Guarantee shall be furnished while delivering the first Lot of goods or within 30 days of issue of the purchase order whichever is earlier.

The Bank Guarantee shall be valid to cover the guarantee period for the materials as stipulated under Clause -18 of the Specification. Such Bank Guarantee shall be supported by the confirmation letter of the issuing Bank.

21. Import License

In case imported materials are offered no assistance will be given for release of foreign Exchange. The firm should arrange to import materials from their own quota. Equipment of indigenous origin will be preferred.

22. Terms of Payment.

100% payment shall be made on completion of work in a running bill manner subject to verification by the consignee and approval of Guarantee Certificates by the purchaser and furnishing of 10% value of the workorder as Composite Bank Guarantee as required under Clause . 19 of this Specification.

23. Penalty for Delay in Completion of Contract.

If the Contractor fails to complete the work within the completion schedule specified in the contract including time extension, if any, granted thereto, the Purchaser shall recover from the Contractor penalty for a sum of one half of one percent (0.5 per cent) of the total price of the un completion of work for each calendar week of delay or any part thereof. For this purpose the date of completion will be decided by the Engineer-in-charge. The total amount of penalty shall not exceed five per cent (5%) of the total price of the unit or units so delayed.

24. Insurance

Insurance of stores covered by this specification shall be done by the Suppliers unless otherwise stated. The responsibility of delivery of the stores at destination in good condition rests with the Supplier. Any claim with the Insurance Company or transport agency arising due to loss or damage in transit has to be settled by the Supplier. The supplier shall undertake free replacement of materials damaged or lost, which will be reported by the consignee within 30 days of receipt of materials at destination, without awaiting for the settlement of their claim with the carriers and underwriters.

25. Payment Due from the Contractor.

All costs and damages, for which the Contractor is liable to the Purchaser, will be deducted by the Purchaser from any money due to the Contractor under any of the Contract(s).

26. Sales Tax & Income Tax Clearance, Balance sheet and Profit & Loss Account.

- (i) Sales Tax clearance certificates valid upto the date of opening of Tender & PAN Card Xerox copy should be enclosed with tender.

Balance sheet and profit and loss account of the bidder duly certified by the Chartered Accountant for the previous 3 years should be enclosed to assess the financial soundness.

27. Certificate for exemption from Excise Duty/Sales Tax.

Offers with exemption from Excise duty including Sales Tax shall be accompanied with authenticated proof of such exemption. Authenticated proof for this Clause shall mean attested Photostat copy of exemption certificate.

28. Contractor's Responsibility.

Notwithstanding anything mentioned in the Specification or subsequent approval or acceptance by the Purchaser, the ultimate responsibility for design, materials used and satisfactory performance shall rest with the Tenderers.

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

30. **Evaluation & Comparison of Bids.**

Weightage shall be given to the following factors in the Evaluation & Comparison of Bids.

- a. Early completion of Work.
- b. Past track record in completion of work of similar types to OPTCL.
- c. Track record in similar work done to other utilities other than OPTCL.
- d. Deviation in the bid vis-à-vis in the stipulation in the Bid Specification both in Technical and Commercial.
- e. In comparing bids and in making awards, the Purchaser may consider such factors as compliance with Specification, relative quality & adaptability of supplies or services, experience, financial soundness, record of integrity in dealings, performance of materials/equipments earlier supplied, ability to furnish repairs and maintenance services, the time of delivery, capability to perform including available facilities such as adequate shops, plants, equipment and technical organization.

31. **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.

32. **Correspondences.**

- i) Any notice to the Contractor under the terms of the contract shall be served by Registered Post or by hand at the Contractor's Principal Place of Business.
- ii) Any notice to the Purchaser shall be served at the Purchaser's Principal office in the same manner.

33. **Official Address of the Parties to the Contract.**

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

- (i) **Purchaser:** Sr.General Manager (S&S),
ODISHA POWER TRANSMISSION CORPORATION LTD,
Bhubaneswar-751022.
- (ii) **Supplier:**
Address:
Telephone No.
FAX No.

34. **Outright Rejection of Tenders.**

Tenders shall be outrightly rejected if they are not complying with the following requirements:

- i) Tenderer should have purchased/obtained the Bid specification document from the office of the Purchaser or down loaded from the website of OPTCL but shall deposit the tender cost while submitting the tender.
- ii) Tenders shall be submitted in person or by **Registered Post with A.D.**
- iii) Tenders shall not be submitted telegraphically or by FAX.
- iv) Tenders shall be accompanied by the prescribed Earnest Money Deposit.
- v) Tender shall be kept valid for a period of 180 days from the date of opening of Tender.
- vi) Tender shall be submitted in two parts as specified.
- vii) The schedule of prices should be filled up fully to indicate the break-up of the prices including taxes and duties except service tax. Incomplete submission of this schedule will make the tender liable for rejection.

35. Documents to be treated as Confidential.

The Contractor shall treat the details of the Specification and other Tender documents as private and confidential and they shall not be reproduced without written authorization from the Purchaser.

36. Scheme/Projects.

The works covered in this Specification shall come under Sr.General Manager (S&S).

**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.

i)	Declaration Form	ANNEXURE-I
ii)	Abstract of Terms & Conditions to accompany Section . II of Part . I	ANNEXURE-II
iii)	Schedule of Quantity & Delivery	ANNEXURE-III
iv)	Abstract of Price Component (to accompany Part . II of this Specification).	ANNEXURE-IV
v)	Schedule of prices to accompany Part . II	ANNEXURE-V
vi)	Bank Guarantee form for Earnest Money Deposit.	ANNEXURE-VI
vii)	Composite Bank Guarantee form for security Deposit, Payment & Performance.	ANNEXURE-VII
viii)	Bank Guarantee Form for Performance Guarantee.	ANNEXURE-VIII
x)	Bank Guarantee form for 100%.	ANNEXURE-IX

SECTION-IV

TECHENCAL SPECIFICATION

LIST OF APPROVED MAKE OF THE ELECTRICAL ITEMS TO BE USED

Sl. No.	Description of Item	Make
1	Split AC Machines	LG/ Voltas/ Samsung/ Carrier/ Hitachi/ Bluestar

Note : Wherever the make of the material has not been mentioned either in the above list or in the schedule, the same shall conform to the relevant BIS Specification and such material should be got approved by the concerned Engineer-in-charge before it is utilised in the work.

ANNEXURE – I **DECLARATION FORM**

To

Sir,

1. Having examined the above specification together with Tender conditions referred to therein I/We the undersigned hereby offer to supply the materials covered thereon 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 delivered within the time specified in the Tender.
3. I/We here guarantee the technical particulars given in the Tender supported with necessary reports from concerned authorities.
4. I/We certify to have purchased/down loaded a copy of the Specification by remitting Cash/Money order/ D.D./ remitting the cost of tender, herewith and this has been acknowledged by your letter No. _____ Dated _____
5. In the event of Purchase order being decided in my/our favour, I/We agree to furnish the Security Deposit in the manner acceptable to ODISHA POWER TRANSMISSION CORPORATION LTD. and for the sum as applicable to me/us 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.

Signed this _____ day of _____ 20 _____

Yours faithfully,

Signature of Tenderer

(This form should be fully filled up by the Tenderer and submitted along with the original copy of Tender)

ANNEXURE – II

ABSTRACT OF GENERAL TERMS & CONDITIONS OF CONTRACT (COMMERCIAL) TO ACCOMPANY PART . I

1	Earnest Money Furnished	Cash Bank Guarantee Bank Draft
2	Work/supply experience including user's certificate furnished or not.	Yes/No
3	Deviations to the Specification in any (list enclosed or not.)	Yes/No
4	Period of Commencement	
5	Guarantee: Whether agreeable to OPTCL's terms	Yes/No
6	Whether agreeable to furnish Security Deposit in case his tender be successful.	Yes/No
7	Whether agreeable to furnish Performance Guarantee.	Yes/No
8	Terms of Payment: Whether agreeable to OPTCL's standard terms of payment or not.	Yes/No
9	Nature of Price: Firm	Yes/No
10	Penalty: Whether agreeable to OPTCL's terms or not	Yes/No
11	Whether ITCC/STCC/P&L A/C. for the required period are furnished.	Yes/No
12	Validity: - Whether agreeable to OPTCL's terms or not. (As per Clause . 29 of Section . II)	Yes/No
13	PAN	
14	TIN	
15	Service Tax No.	
16	ELBO license No. & Valid upto	

17	Whether materials are ISI/ISO marked	Yes/No
18	Whether declaration form duly filled in furnished or not.	Yes/No
19	Whether the firm is registered under Odisha sales Act 1947/ Odisha VAT Act-2004.	Yes/No

Place _____
Date _____

Signature of the Tenderer
With Seal of the Company

ANNEXURE – III

SCHEDULE OF COMPLETION OF WORK

Supply & Installation of 4Nos. of Split AC Machines at different building of OPTCL & Gridco, Bhubaneswar	One month from the date of issue of Work order.
--	---

NB : The details completion of work will be intimated at the time of placement of the Work Order.

ANNEXURE – IV

(ABSTRACT OF PRICE COMPONENT (TO ACCOMPANY PRICE BID))

1. Price Basis	F.O.R Purchaser & Destination Stores
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. Rate of Entry Tax	
9. Rate of Service Tax	
10. Nature of Price	FIRM

Place : _____
Date : _____

Signature of the Tenderer
With Seal of Company

ANNEXURE . V
(To Accompany Price Bid)

SCHEDULE OF PRICE.

TENDER SPECIFICATION NO.SRGMS- 17 /2016-17

Serial No	Description of Items	UNIT	Quantity	Unit Rate	Total Rate
1	Supply of 1.5Ton Split AC Machines (5Star)including all accessories (All copper Condenser & piping) (Make: LG/ Voltas/ Samsung/ Carrier/ Hitachi/ Bluestar)	Nos.	1		
2	Supply of 2.0Ton Split AC Machines (5Star)including all accessories (All copper Condenser & piping) (Make: LG/ Voltas/ Samsung/ Carrier/ Hitachi/ Bluestar)	Nos.	2		
3	Supply of 1.0Ton Split AC Machines (5Star)including all accessories (All copper Condenser & piping) (Make: LG/ Voltas/ Samsung/ Carrier/ Hitachi/ Bluestar)	Nos.	1		
4	Installation charges of 1.0T/ 1.5T/ 2.0Ton Split AC Machines including all accessories as per site conditions.	Nos.	4		
	Total				

(RUPEES 0 .)

- NB: 1. The above total price shall be including all taxes & duties except service tax which shall be extra as per actual according to service tax rules.
2. The bidders are requested to inspect the site before quoting the rate in the bid.

SIGNATURE OF TENDERER WITH SEAL

extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the OPTCL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said bid and we shall not be relieved from our liability by reason of any such variation, postponement or extension being granted to the said Contractor(s) or for any forbearance act or omission on the part of the OPTCL or any indulgence by the OPTCL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

7. We _____ lastly undertake not to revoke this
(Indicate the Name of the Bank)

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

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

9. Not With Standing Clause:

1. Our liability under the Bank Guarantee is restricted to ₹.....

2. this Bank Guarantee shall be valid upto _____

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us at Bhubaneswar branch (Indicate the detail address of the branch) a written claim or demand or before.)

Dated the _____ Date of _____

Witness : (With signature, name & address)

1.

2.

For _____
(Indicate the name of Bank)

ANNEXURE – VII

PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT PAYMENT AND PERFORMANCE

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

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

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

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

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

of any breach by the said Contractor(s) of any of the terms or conditions contained in the said agreement.

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

3. We the _____(Bank) also undertake to pay to the OPTCL any money so demanded not withstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

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

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

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

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

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

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

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

9. Not With Standing Clause:

1.Our liability under the Bank Guarantee is restricted to ₹.....

2. this Bank Guarantee shall be valid upto _____

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us at Bhubaneswar branch (Indicate the detail address of the branch) a written claim or demand or before.)

Dated the _____ Date of _____

Witness : (With signature, name & address)

- 1.
- 2.

For _____

(Indicate the name of Bank)

ANNEXURE – VIII
PROFORMA FOR PERFORMANCE GUARANTEE.

1. In consideration of the Chairman-cum-Managing Director, ODISHA POWER TRANSMISSION CORPORATION LTD. (Hereinafter called ~~the~~ OPTCL) having agreed to exempt M/s. _____ hereinafter called ~~the~~ said Contractor(s) from the demand under the terms & conditions of an agreement No. _____ dated _____ made between _____ and _____ for _____ (hereinafter called ~~the~~ said Agreement) for security Deposit for satisfactory performance of materials (as detailed in the said agreement) during the guarantee period (as detailed in the said agreement) and for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said agreement on production of Bank Guarantee for ₹. _____ (Rupees _____) only. We

(Indicate the name of the Bank)

Bank limited (hereinafter referred to as ~~the~~ Bank) at the request of _____ Contractor(s) do hereby undertake to pay to the OPTCL an amount not exceeding ₹. _____ (Rupees _____ only) against any loss or damage caused to or suffered or would be caused to suffered by the OPTCL by reasons any of breach by the said Contractor(s) of any of the terms or conditions contained in the said agreement.

2. We _____ Bank Limited do hereby undertake to **(Indicate the name of the Bank)**

Pay the amount due and payable under this guarantee without any demur, merely on a demand from the OPTCL stating that the amount claimed is due by way of loss or damaged caused to or would be caused to or suffered by the OPTCL by reasons of any breach by the said Contractor(s) of any of the terms or conditions contained in the said agreement or by reasons of the Contractor's failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹. _____ (Rupees _____).

3. We the _____ Bank Limited further agree to pay the OPTCL any money so demanded not withstanding any dispute or disputes raised by the Contractor(s)/Suppliers(s) in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto, out liability under this present being absolute and unequivocal.

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

4. We the _____ Bank Limited further agree that the **(Indicate the name of the Bank)**

guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be so enforceable till all the dues of the OPTCL under or by virtue of the said agreement, have been full paid and its claims satisfied or discharged or until Managing Director, ODISHA POWER TRANSMISSION CORPORATION LTD. Certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly, discharges this guarantee. Unless a demand or claim under the guarantee is made on us in writing on or before the expiry of Eighteen months from the last delivery of materials or Twelve months from its use whichever is earlier we shall be discharged from all liabilities under this guarantee thereafter.

5. We the _____ Bank Limited further agree with the **(Indicate the name of the Bank)**

OPTCL that the OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variation, postponement, or extension being granted to the said Contractor(s) or by any such matter or thing what so ever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

7. We the _____ Bank Limited lastly undertake not to **(Indicate the name of the Bank)** revoke this guarantee during its currency except with the previous consent of the OPTCL in writing.
8. We the _____ Bank further agree that this guarantee shall also be invocable at our place of business at Bhubaneswar branch (Indicate the name of the branch) in the state of Odisha.
9. Not With Standing Clause:
1. Our liability under the Bank Guarantee is restricted to ₹.....
 2. this Bank Guarantee shall be valid upto _____
 3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us at Bhubaneswar branch (Indicate the detail address of the branch) a written claim or demand or before.)

Dated the _____ Date of _____

Witness : (With signature, name & address)

- 1.
- 2.

For _____
(Indicate the name of Bank)

**ANNEXURE – IX
PROFORMA FOR BANK GUARANTEE FOR 100% PAYMENT.**

1. In consideration of the Chairman-cum-Managing Director, ODISHA POWER TRANSMISSION CORPORATION LTD (hereinafter called "The OPTCL") having agreed to allow M/s. _____ (hereinafter called the said Contractor(s)), 100% payment on proof of verification of the materials delivered under the terms and conditions of an agreement No. _____ Dated _____ made between ODISHA POWER TRANSMISSION CORPORATION LTD., Bhubaneswar and M/s. _____ for supply of materials (as detailed in the said agreement) and for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for ₹.. _____ (Rupees) _____ We (the _____ Bank) (hereinafter referred to as "the Bank") do hereby undertake to pay to the OPTCL an amount not exceeding ₹.. _____ (Rupees _____) against any loss or damage caused to or suffered by or would be caused to or suffered by the OPTCL by reasons of any breach by the said Contractor(s) of any of the terms and conditions contained in the said agreement.

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

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

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

4. We, (_____ Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be so enforceable till all the dues of the OPTCL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Managing Director, ODISHA POWER TRANSMISSION CORPORATION LTD. Certificates that the terms & conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
- Unless a demand or claim under this guarantee is made on us in writing on or before the (Date _____) we shall be discharged from all liability under this guarantee thereafter.
5. We the _____ Bank Limited further agree with the OPTCL that the OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variation, postponement, or extension being granted to the said Contractor(s) or by any such matter or thing what so ever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the Contractor(s)/Supplier(s).
7. This guarantee will not be discharged due to the change in the name, style & constitution of the Bank or the contractors/suppliers.
8. We, (_____ Bank) lastly undertake not to revoke this guarantee during its currency except with previous consent of the OPTCL in writing.
This performance Bank Guarantee will remain in force up to _____
8. We the _____ Bank further agree that this guarantee shall also be invocable at our place of business at Bhubaneswar branch (Indicate the name of the branch) in the state of Odisha.
9. Not With Standing Clause:
1. Our liability under the Bank Guarantee is restricted to ₹.....
2. this Bank Guarantee shall be valid upto 0 0 0 0 0 0 0
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us at Bhubaneswar branch (Indicate the detail address of the branch) a written claim or demand or before.)

Dated the _____ Date of _____

Witness : (With signature, name & address)

- 1.
- 2.

For _____
(Indicate the name of Bank)