



ORISSA POWER TRANSMISSION CORPORATION LTD
OFFICE OF THE SR. GENERAL MANAGER
CENTRAL PROCUREMENT CELL
JANAPATH, BHUBANESWAR-751022
TEL NO. 0674-2541801 FAX NO. 0674-2542964

TENDER SPECIFICATION NO.
SR.G.M.[C.P.C.] - 76 / 2011-12

FOR

UPGRADATION & MODIFICATION OF INTERNAL ELECTRIFICATION OF GRIDCO
DATA CENTRE, A.W BUILDING, BHOI NAGAR,OPTCL,BHUBANESWAR

DATE OF OPENING OF TENDER PAPER-
COST OF TENDER PAPER-

25 .11.2011 AT 4.00PM
Rs. 6000.00 + 4% VAT.



ORISSA POWER TRANSMISSION CORPORATION LTD
REGD. OFFICE, JANAPATH, BHUBANESWAR –751022
ORISSA.

TENDER NOTICE NO. 67 / 2011-12

For and on behalf of Orissa Power Transmission Corporation Ltd., Sr. G.M. (C.P.C.) invites Tenders from reputed Electrical Contractors having MV license from ELBO,BBSR & regd. with EPF,ESI & Service tax for up gradation & modification of Internal Electrification of Data Centre, A.W. building, Bhoi nagar, OPTCL, Bhubaneswar as per the Technical

Specification. Tender papers shall be sold from dt. 01.11.2011 to 25.11.2011. Interested firms may visit OPTCL's official website /<http://www.OPTCL.co.in> for detail specifications.

Memo No. SR. GENERAL MANAGER [C.P.C.]
Dated:
Copy forwarded to the DM (CR), OPTCL, Bhubaneswar for favour of information & necessary action. He is requested to publish the tender call notice in one issue of two Oriya dailies for wide circulation. A copy of publication may pl. be send to this office for reference & record.

Memo No. SR. GENERAL MANAGER [C.P.C.]
Dated:
Copy forwarded in duplicate to the GM (F) C&B / AGM(F)CPC, OPTCL / SE (Civil) / EE(Civil), OPTCL, Bhubaneswar for kind information & necessary action. A copy of the notice may kindly be exhibited in the Notice Board.

Memo No. SR. GENERAL MANAGER [C.P.C.]
Dated:
Copy submitted to the CGM (C), OPTCL, Bhubaneswar for kind information & necessary action.

Memo No. SR. GENERAL MANAGER [C.P.C.]
Dated:
Copy submitted to the CGM (IT), OPTCL, Bhubaneswar for kind information & necessary action. He is requested to hosted the tender schedule in the OPTCL's Website for wide circulation.

SR. GENERAL MANAGER [C.P.C.]



NOTICE INVITING TENDER
ORISSA POWER TRANSMISSION CORPORATION LTD
JANPATH, BHUBANESWAR – 751 022,

TENDER NOTICE NO. 67 / 2011-12

For and on behalf of the Orissa Power Transmission Corporation Limited, the undersigned invites bids under two-part bidding system in double-sealed cover, for the works as mentioned below, duly super scribed with Tender Specification No. & Date of opening, from reputed manufacturer for Up gradation & modification of Internal Electrification of A.W. building, Bhoi nagar, OPTCL, Bhubaneswar , Orissa.

| Sl. No. | Tender Specificati on No. | Description of works. | Earnest Money Deposit (In Rs.) | Cost of Tende r Paper. | Last date of receipt & opening of tender |
|----------------|----------------------------------|------------------------------|---------------------------------------|-------------------------------|---|
|----------------|----------------------------------|------------------------------|---------------------------------------|-------------------------------|---|

| | | | | | |
|----|-------------------------|---|-----------|-----------------|--|
| 1. | Sr.G.M.C PC-76 /2011-12 | Up gradation & modification Internal Electrification of Data Centre,A.W. building, Bhoi nagar, OPTCL, Bhubaneswar | 19,000.00 | 6000/- + 4% VAT | 25.11.2011 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. 01 .11.2011 to 25 .11.2011 (both days inclusive) on any working day either in person or by remitting demand draft payable to Drawing & Disbursing Officer, OPTCL, Regd. Office: Janpath, Bhubaneswar- 751 022. 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 OPTCLs official web site and the same may be submitted alongwith the cost of tender document by way of demand draft/ pay order payable to D.D.O, OPTCL Ltd. Janpath, 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 Rs.100/- 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 3.30 P.M. on the date mentioned against above Tender Specification. Date and time of opening of price bids in respect of two-part tenders shall be intimated to the techno-commercially responsive bidders only. 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.

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 regd. with PAN,VAT, EPF, ESI & Service tax.

SR. GENERAL MANAGER

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COMMERCIAL SPECIFICATION

PART – I SECTION - I INSTRUCTIONS TO TENDERER

1. Submission of Bids:-

Sealed tenders in triplicate on two part basis, each complete in all respect, in the manner hereinafter specified are to be submitted in the office of Sr. General Manager (Procurement), 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 and triplicate) shall be in separate double sealed envelopes superscribed 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/triplicate as is relevant, shall be written.

2. Division of Specification:

The Specification is mainly divided into two parts viz. Part-I and Part-II.

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.

Part-II Consists of

- (i) Abstract of price components as per Annexure-IV.
- (i) Schedule of prices as per Annexure-V.

3. Tenders shall be in Two Parts

The Tenderers are required to submit the tenders in two parts each in separate double sealed covers. Part-I shall be superscribed as “E.M.D., technical and commercial” and Part-II shall be superscribed as “price bid”.

4. Opening of Bids.

- (a) The Part-I shall be opened in the office of the Sr. General Manager (Procurement) 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.

All the responsive bidders shall be given opportunity to submit the revised technical and revised price proposals as a follow up to the clarification on the technical proposals. The qualified bidders shall be given opportunity to submit revised price proposals within 15 days from the date of such discussion or within time frame mutually agreed, whichever is earlier.

- (c) When the revised price proposals are received, the original price proposals will be returned to the bidders unopened along with their original technical proposals. Only the revised technical and price proposals will be considered for bid evaluation. The price bids (Part-II) of such of the Tenderers, whose tenders have been found to be technically responsive, including those supplementary revised price bids, submitted subsequently, shall be opened, in the presence of the bidders or their representatives on a date and time which will be intimated to all technically acceptable Tenderers.
- (d) 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.
- (e) 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.
- (f) The price bids of the technically and otherwise acceptable bids, shall only be evaluated as per the norms applicable in terms of this Specification.

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 (Procurement) on the specified date and time in present 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 (Procurement) or his authorized representatives will, on opening 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 (Procurement), 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 subject to maximum of rupees five lakhs only. Tenders without the required E.M.D. or without documentary proof for exemption from furnishing E.M.D. as indicated at Annexure-X will be rejected outright and their Part-II envelope will be returned to them.

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

(a) Cash: Payable to Drawing & Disbursing Officer, OPTCL (Hrs. Office, Bhubaneswar-751022).

(b) **Bank Draft:** To be drawn in favour of the Drawing & Disbursing Officer, OPTCL (Hqrs. Office), Bhubaneswar-751022.

(c) 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 Rs.29/- to be accompanied by the confirmation letter of the issuing Bank.

(d) National saving Certificates duly pledged in favour of Sr. General Manager (Procurement), OPTCL, (Hqrs. Office), Bhubaneswar-751022.

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.

(ii) No interest shall be paid on the Earnest Money Deposit. Up to Rs.25,000/- (Rupees twenty-five thousand only) the the Earnest Money Deposit may be furnished either in shape of cash or Bank Draft. Above Rs.25,000/- (Rupees Twenty Five Thousand only) the Earnest Money Deposit shall be furnished in shape of NSCs or EMD Bank Guarantee, as per proforma attached.

(ii) No adjustment towards Earnest Money Deposit shall be permitted Against any outstanding amount with the Orissa Power Transmission Corporation Limited

(iii) The chart showing particulars of E.M.D. to be furnished by Tenderers of different categories is placed at Annexure-X.

(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 Orissa 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.

(vi) Tenders not accompanied by Earnest Money/documentary proof of Exemption of E.M.D. shall be summarily rejected.

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.

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 (Procurement) 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 :-

Part-I of 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 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, Income Tax clearance certificates, for the previous year.
 - 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.

17. **Documents/Papers to Accompany Part –II Bid**

- (a) Part –II of the tender shall consist of the following.
 - (i) Abstract of Price Components, as per Annexure-IV.

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. The price bids of others (along with E.M.D. if any) shall be returned to the bidders unopened.

PART - I
SECTION - II

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

1. Scope of the Contract

Contractor shall carry out and complete the said work under this contract in every respect and to the satisfaction of the Architects / Engineer-in-charge. In general the work to be carried out shall comprise of :-

- a) Supply & Installation of Main panel Board for AW Building including cable termination.
- b) Supply & Installation of Main panel Board at IT Data Centre, AW Building including cable termination.
- c) Supply & Installation of UPS BDB at IT Data Centre, AW Building including cable termination.
- d) Supply & laying of copper & Al. cable for UPS supply to all computers of AW Building.
- e) Supply & construction of dedicated earthings with connection in 50X4mm electrolyte copper flat.

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 (Procurement) for & on behalf of ORISSA 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 "Equipment" shall mean and include all machinery, apparatus, Materials, articles to be provided under the contract by the Contractor.
- 2.5 "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 "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 "Month" shall mean "Calendar month".
- 2.9 "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 "F.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 Orissa General Clauses Act.

3. **Manner of Execution**

All equipments supplied 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.

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 carryout such test effectively & efficiently. The Contractor is required to produce Routine Test Certificate before offering their materials for inspection.

- iv) After completion of the tests, the Purchaser's representative shall forward the test results to the Purchaser. If the test results are satisfactory, the purchaser shall communicate the same to the Contractor in writing. The Contractor shall provide at least three copies of the test certificates to the Purchaser.
- v) 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 Manufacturer.
- ii) Standing of the firm and manufacture of equipment quoted:
- iii) Description of equipment similar to the quoted, supplied and installed during the last four years with the name(s) of the party(s) to whom supplies were made:
- iv) Details as to where installed etc:
- v) Testing facilities at manufacturer's works:
- vi) If the manufacturer is having collaboration with another firm(s) details regarding the same.
- vii) A list of Purchase orders executed during the last four years along with user's certificates.

viii) Equipment capability & upto calibration certificate(s) .

Bids may not be considered if the past manufacturing experience is found to be unsatisfactory or is of less than 4 years on the date of opening of the bid.

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, notwithstanding 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 order, the Purchaser may defer the delivery of the materials. 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**

- (a) Time being essence of the contract, the equipment shall be supplied within the delivery date specified in the contract. The Purchaser, however, reserves the right to reschedule the delivery and change the destination if required. The delivery period shall be reckoned from the date of placing the Letter or Intent/Purchase order as may be specified in the LOI/Purchase order.
- (b)
 - i) The desired delivery period shall not ordinarily exceed more than 3 months.
 - ii) The quantity offered for inspection should tally with the lots prescribed for delivery in the purchase order.
 - ii) Despatch instructions shall be issued to accommodate a full truck load/mini truck load.

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 circumstances detailed hereunder.
 - (a) If in the judgment of the Purchaser, the Contractor fails to make delivery of equipment 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 equipment/ material similar to those terminated and the Contractor will be liable to the Purchaser for any additional costs for such similar equipment 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 supply of equipment.
- 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 equipment is accepted. This shall be based only on written request of the supplier 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 last date of delivery or 12 (twelve) months from the date of commissioning whichever is earlier. 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) Equipment/material failed or found defective during Guarantee period shall have to be guaranteed after repair/replacement for a further period of 12 months from the date of commissioning or 18 months from the date of receipt at the Stores after such repair/replacement which ever is earlier.

Date of delivery as used in this Clause shall mean the date on which the materials are received in OPTCL stores in good condition, which are released for despatch by the Purchaser after due inspection.

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

i) For Manufacturers situated outside the State of Orissa.

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 Sr. General Manager (Procurement), OPTCL within 15 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 20 month from the last date of stipulated delivery 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 should have provision for encashment at BBSR. You are requested to extend the BG as & when required to cover the entire guarantee period.

ii) **For Manufacturers situated inside the State of Orissa having SSI Status with Single Contract Not Exceeding Rs.5.00 lakhs.**

A composite Bank Guarantee as per the proforma enclosed at Annexure-VII of this Specification for 8.5% (Eight & half percent) of the total FOR Destination cost of the purchase order, shall be furnished from any Nationalised/Scheduled Bank, to the office of Sr. General Manager (Procurement) within 30 days of issue of the purchase order. The Bank Guarantee shall be executed on non-judicial stamp paper worth Rs.29/- or as applicable, as per prevalent rules, valid for a period of 18 months from the last date of stipulated delivery 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 confirmation letter from the concerned Bank, before the Bank Guarantee is accepted and all concerned intimated.

In the event of any breach or default in all or any of the conditions set-forth and provided in this supply contract, the Purchaser may forfeit the whole or part amount of Bank Guarantee which shall not in any way, affect, limit or extinguish any remedy or relief to which the above authority may at any time be lawfully entitled to.

iii) **For Manufacturer Having NSIC Registration/S.S.I. Units inside the State of Orissa.**

The Manufacturers coming under the above category are required to furnish a permanent Registration Fee of Rs.1.00 lakh (Rupees one lakh) only in cash or through NSC duly pledged in favour of OPTCL to cover E.M.D., Security Deposit, and payment Guarantees. Where the transaction of a firm is annually more than one crore, they shall furnish an amount of Rs.2.00 lakhs (Rupees two lakhs) only in the above manner towards E.M.D., Security Deposit and Guarantee towards payment. For the purpose of Performance Guarantee, Clause-20 (A) shall apply.

In case of Orissa SSI Units a discount of 5% (five per cent) will be given on the above amount. No interest is payable on the cash deposits.

- iv) The contractor those who are not covered under Clause-19 (ii) & (iii) above are required to furnish a composite Bank Guarantee for 10% of the value of the order in the manner.
- v) All Govt. undertakings whether Central or State are exempt from payment of Security Deposit. They are required to furnish Bank Guarantee for 5% of the value of the order for claiming 100% payment. As regards Performance Guarantee, Clause-20A shall be applicable and accordingly they have to furnish composite Bank Guarantee worth 7.5% of the value of the order.
- vi) No interest is payable on any kind of Bank Guarantee.
- vii) 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.
- viii) 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. **(A) Performance Guarantee**

The suppliers those who are not covered under Clause-19(i), (ii), (iv) 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.

(C) Annexure – XI –enclosed to the Specification may be referred to for details regarding security Deposit, Payment and Performance Guarantee.

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 within 30 days on completion of work in running bill manner subject to verification by the consignee and approval of Guarantee Certificates by the purchaser and furnishing of Composite Bank Guarantee as required under Clause – 19 of this Specification.

23. Penalty for Delay in Completion of Contract.

If the Contractor fails to deliver the materials/equipments within the delivery schedule specified in the contract including delivery 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 Ex-works 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 Ex-works price of the unit or units so delayed. Equipment will be deemed to have been delivered only when all its components, parts are also delivered. If certain components are not delivered in time, the equipment will be considered as delayed until such time as the missing parts are delivered.

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 and Income Tax clearance certificates valid upto the date of opening of Tender, should be enclosed with tender.
- (ii) 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.

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

- (a) Early completion of Work.
- (b) Past track record in delivery of similar items to OPTCL.
- (c) Track record in manufacture & supply of 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. Minimum Qualification Criteria of Bidders.

All the prospective bidders are requested to note that their bids can only be considered for evaluation if they had worked at least equal quantity value of work earlier. Bids not fulfilling these criteria are liable for rejection.

32. Jurisdiction of the High Court of Orissa.

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 Orissa extends.

33. 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.

34. Official Address of the Parties to the Contract.

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

- (i) **Purchaser:** Senior General Manager (Procurement) (CPC),
ORISSA POWER TRANSMISSION CORPORATION LTD,
Bhubaneswar-751022.
- (ii) **Supplier:**
Address:
Telephone No.
FAX No.

35. 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. The validity of the EMD in the form of BG shall be at least for 240(Two hundred forty) from the date opening of tender failing which, the tender will liable for rejection.
- 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. Incomplete submission of this schedule will make the tender liable for rejection.
- viii) Tenderer should quote FIRM price and the price should be kept valid for a period of 180 days from the date of opening of the tender.
- ix) Abstract of GTCC(Annexure-II) should be filled in properly.

36. 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.

37. Scheme/Projects.

The works covered in this Specification shall come under Sr.General Manager (CPC) and construction projects of OPTCL mainly Internal electrification of Data Centre, A.W.Building, OPTCL.

SECTION-IV

LIST OF APPROVED MAKE OF THE ELECTRICAL ITEMS TO BE USED

| Sl. No. | Description of Item | Make |
|---------|---|---|
| 1. | M.S.GALVANISED BOXES OF APPROPRIATE SIZES FOR FIXING LOGIC MODULAR RANGE OF SWITCHES & SOCKETS. | ANCHOR / ABB / CONA/ INDOASIAN/ HAVELLS |
| 2. | CEILING ROSE, ANGLE HOLDER, BATTEN HOLDER OF WHITE COLOUR MATCHING WITH COLOUR OF SWITCHES. | ANCHOR / ABB / CONA/ INDOASIAN/ HAVELLS |
| 3. | 10/20 AMPS, 240 VOLTS , 400W ELECTRONIC POSITIONAL STEP WISE FAN REGULATOR / CALL BELL/ BELL PUSH / INDICATOR | ANCHOR / ABB / CONA/ INDOASIAN/ HAVELLS |
| 4. | SINGLE CORE P.V.C. INSULATED AND UNSHEATHED WIRES OF COPPER CONDUCTOR OF 1100 VOLTS GRADE OF VARIOUS SIZES WITH APPROVALS FROM BIS (ISI MARK), FIA, TAC AND ISO 9002. | L & T / FINOLEX / ANCHOR / KDK / HAVELLS |
| 5. | MCB | L&T/ ABB / SIEMENS/ MDS / HAVELLS / INDOASIAN |
| 6. | ACB / MCCB | L&T/ SIEMENS/ MERLIN GERIN |
| 7. | AL. / COPPER CABLES | NICCO / GLOSTER/CCI/ KEI / CRYSTAL /POLYCAB / GPIL/ FINOLEX / UNIVERSAL |
| 8 | G.I.EARTHING PIPE | TATA /JINDAL |
| 9 | LIGHTING FIXTURE | PHILIPS/ CGL/ BAJAJ/ HAVELLS |

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.

GENERAL CONDITIONS:

The specifications generally applicable to this electrical works in the description of items given in the schedule of Quantities or in the General and Technical Specifications. The item rates quoted will be deemed to have taken these specifications into account.

1. The electrical work shall be carried out simultaneously with the building work and will be continued till it is completed satisfactorily along with the completion of essential portions of building work.
2. If any minor alterations are found necessary, the contractor shall do the same within the tendered rates.
3. The work shall be carried out in the best workmanlike manner and any defect in the work or changes in the design etc., if pointed out shall be carried out by the contractor within the tendered rates.
4. The contractor shall employ adequate labour to complete the work within the stipulated time and make his own arrangements for housing labour and storage of materials etc. A full time Electrical Supervisor/ engineer shall be employed by the contractor who will work as per instructions from the Architects / Engineer-in-charge.
5. Any materials supplied by the Employers, if damaged in any way during cartage or execution of work or otherwise, shall be made good by the contractor at his own cost.
6. During the progress of work, completed portions of the buildings may be occupied and put to use by the owner but contractor will remain fully responsible for maintenance of the electrical installations till the entire work covered by this contract is satisfactorily completed by him and taken over by the Architects / Engineer-in-charge.
7. The contractor shall obtain for himself, on his own responsibility and at his own expense, all the information which may be necessary for the purpose of tendering and entering into a contract, and must inspect the site, examine and study the specifications, drawings and the design of the electrical installations, the building plans etc. If the drawings are supplied to the contractor for tender purposes, the same must be returned in good condition with the tender. The contractor shall also make local and independent inquiries, if required.
8. All tender rates will include the cost of materials, erection, connections, labour, supervision, tools, plant, transport, all taxes, contingencies, breakage, wastage, sundries, scaffolding, maintenance of installation for one year etc. i.e they should be for an item complete in all respects.
9. The contractor, while executing the work, shall conform to the provision of the Government Acts relating to the work and to the regulations and Bye laws of the local authorities, and of the company to whose system of supply the installation is proposed to be connected. The contractor shall give all notices, required by the Acts, Regulations or By-Laws. He will also undertake to provide test certificates and drawings as electricity supply. The contractor shall also obtain all approvals for the items of work done under shall also obtain all approvals for the items of works done under this contract from the appropriate authorities. All inspection fees or submission fees paid by the contractor will be reimbursed by the owner against valid official receipts. Contractor shall possess valid electrical contractor's license issued by the inspectorate of the government.
10. Sample of materials and fabrication drawings will be submitted by the contractor according to the schedule / specification. Any deviation from the schedule/ specification

must have the written consent of the Architects/ Engineer-in-charge. No approval given by the Architects/ Engineer-in-charge to any samples or drawings submitted by the contractor shall in any way exonerate the contractor from his liability to carry out the work in accordance with the terms of contract.

11. DRAWINGS:

a) Shop Drawings:

The contractor will submit four sets of shop drawings for all panels and other fabricated items. These drawings and other literature will be submitted in advance for approval.

b) Completion Drawings :

The contractor shall submit one complete set of original tracings and further two copies of final existing layout drawings to the Architect / Engineer –in-charge after completion of the work. No completion certificate will be issued until the completion drawings are submitted. The drawings will be prepared and submitted by the contractor without extra charge.

c) The wiring details including conduit layout work including conduit laying work shall be supplied to successful contractor along with the LOI for executing the work once. The firm may reproduce further diagrams through Xerox and Gridco shall no way supply any further drawings for executing the work.

12. PROGRESS AND TIME OF COMPLETION:-

- a) The work will commence immediately after the contractor receives instructions to proceed.
- b) The contractor will work in cooperation with the building contractor and other contractors and shall arrange to place his conduits in the masonry and concrete work as the building or other work proceeds. Any hold up of the building or otherwise, shall be liable for damages if any , by the employers.
- c) The contractor shall consult the Architect / Engineer-in-charge and draw up a time schedule which shall be strictly adhered to.

13. COMPLETION TESTS:

On completion of installations the following tests shall be carried out:-

- a) Insulation Resistance Test;
- b) Polarity Test of Switch;
- c) Earth Continuity Test.

14. MAINTENANCE:

The completed installation inclusive of wiring, light fittings and fans (if supplied by the contractor) shall not be finally taken over and acceptance certificate issued to the contractor until the expiry of the defects liability period. During this period the contractor shall be liable for:

- a) The replacement of any defects that may develop in goods of his own manufacture or supplied by him.
- b) The rectification of all the defects arising out of defective workmanship of the contractor.

- c) Bringing to the notice of the Architect / Engineer –in-charge any defects arising out of materials supplied by the owner. The owner shall provide replacement of such material.

Until the installation is finally taken over, the contractor shall have the right of entry to the premises, at his own risk and expense, for maintaining the installation in proper order. To facilitate maintenance the contractor should clearly indicate the detailed distribution diagram on every switchgear, distribution board, sub distribution boards and main boards.

15. POSITION OF LIGHTING, DISTRIBUTION BOARDS AND SWITCHGEARS:

- a) The recommended positions of the lighting points, control switches, distribution boards and switchgears as shown on the layout drawings will be generally adhered to.
- b) Should there be any discrepancy or incomplete description, ambiguity or omission in the drawings and other documents, whether original or supplementary, forming the contract, completion or maintenance of the installation, the contractor shall immediately, on discovering the same, bring it to the attention of the Architect / Engineer-in-charge.

TECHANICAL SPECIFICATION:

1. STEEL CONDUITS:

These shall be mild steel with 1.6mm wall thickness upto 25mm dia and with 2mm wall thickness for sizes above 25mm welded, electric thread type class 'B' having perfectly circular tubing and light fitting joints. The conduit shall be protected from rust by one coat of black enameled paint applied inside and outside in its manufactured form. No steel conduit less than 19mm in diameter shall be use. Bends shall be of 2mm wall hickness and as far as possible the conduit system shall be so laid out that it will obviate the use of tees, elbows and sharp bends.

2. PVC CONDUITS / Polythene Pipe:

These shall be hot extruded pipes made from virgin PVC. The pipes shall be of heavy duty unplasticized, rigid, free from filler materials and stabilized against decay by ultra violet radiation. The pipe must afford the facility of cold bending at site. The conduit shall have a proper circular section and the relevant IS code. The bends shall be made by the same manufacturer, due care having been taking to ensure even wall thickness throughout. The bends shall be properly and concentrically bellied for al least the same length as the pipe diameter and shall afford a close tight fit of the pipe into it . the conduit system shall be so laid out so that it will obviate the use of tees, elbow and sharp bends.

3. CEILING OUTLET BOXES:

Outlet boxes shall be of sufficient depth and made of cast iron and so installed as to maintain continuity throughout. These shall be so protected at the time of laying that no mortar finds its way inside during concrete filling or plastering. For each fluorescent fittings two outlet boxes shall be provided one foot off centre for a fore feet fitting and 6" off centre for 2 feet fitting

4. G.I DRAW BOXES:

G.I. draw boxes / junction boxes of ample dimensions shall be provided at convenient points on walls / ceiling to facilitate pulling of long runs of cables. They pulling of long runs of cables. They will be completely concealed and covered with hylam covers flush with plaster work. These boxes will be as few as possible. All the M.S. and boxes shall have metal on all sides except in front.

5. G.I. SWITCH BOXES:

a) Conduits shall be laid before casting of floor slab or wall plastering or otherwise, as may be instructed in accordance with approved drawings, so as to conceal the entire run of conduits and ceiling outlet boxes. Vertical drops shall be cut by the contractor to sufficient depth to allow full thickness of plaster over conduits. Width of the chase will be made to accommodate the required number of conduits. The chases will be filled with cement coarse and mortar (1:3) and properly cured by watering. If a chase is cut in an already finished surface the contractor shall fill the chase and finish it to match existing finish within the tendered rates.

When the conduit is to be embedded in a concrete member it shall be adequately tied to the reinforcement to prevent displacement during casting. Conduits in chases or a maximum of 1,5 mtr. centre to centre.

When the conduit is laid above the slab below the plinth the same shall be covered with cement concrete mixture 1:3:6 using 1/4" thick stone aggregate and coarse sand.

b) The conduit shall have ample sectional area to facilitate the drawing of cable. The contractor should refer to the table given below for the laying of wires.

| Nominal cross sectional area of conductor | | Conduit sizes (PVC/ MS) in mm | | | | |
|---|---------|-------------------------------|-------|-------|-------|-------|
| Sq. mm | Inch | 19/20 | 25/25 | 32/32 | 38/40 | 50/50 |
| 1.5 | 3/.029 | 4 | 8 | 12 | - | - |
| 2.5 | 3/.036 | 3 | 6 | 10 | - | - |
| 4.0 | 7/.029 | 2 | 5 | 8 | - | - |
| 6.0 | 7/.036 | - | 4 | 7 | - | - |
| 10.0 | 7/.044 | - | 3 | 5 | 6 | - |
| 16.0 | 7/.064 | - | 2 | 3 | 5 | 7 |
| 25.0 | 19/.044 | - | - | 2 | 3 | 6 |
| 35.0 | 19/.064 | - | - | - | 2 | 5 |
| 50.0 | 19/.083 | - | - | - | - | 3 |
| 70.0 | 37/.064 | - | - | - | - | 3 |

Note: The above shows the maximum capacities of conduits for a simultaneous drawing in of cables. The table applies to 1100 volts grade PVC insulated copper/ aluminum conductor cables.

c) All boxes shall have ample space at the back and on the sides for accommodating wires and checknut entries. Those shall be completely concealed having edges flush with wall surface. Cover plate shall be fixed to these by means of brass machine screws. No timber shall be used for any support. The boxes shall be painted before and after erection.

d) The entire conduit systems including outlets and boxes shall be thoroughly cleaned after completion of erection and before drawing of cables.

7. SWITCHES , SOCKETS AND REGULATORS:

All switches, sockets and regulators shall be flushed with wall unless directed otherwise where necessary. The mounting shall be done on the prescribed grid plates using the correct accessories and tools specified by the manufacturer.

8. CABLES:

All cables shall be 1100 volts and shall have been manufactured in accordance with the latest IS specification.

9. POINT WIRING:

The Point wiring shall be carried out in the under mentioned manner each of which conform to the given specifications.

- a) In concealed system including providing and fixing of conduits, bends, G.I. junction boxes, check nuts, PVC bushes etc.
- b) Loop system will be adopted (only in the outlet boxes for neutral wire and in the switch box for live wires) throughout including supply and drawing of required sizes of wire without damaging the same.
- c) Each circuit will have independent neutral wire and will be complete upto outlet box and switch box. The point will be complete with conduit including accessories and wires, necessary junction boxes, outlet boxes and switch boxes, connectors or ceiling roses, switches, switch plates and flush plates including necessary earthing and connections etc. The installation generally will be carried out in conformity with the Indian Electricity Act and IS specification.
- d) Wiring for light, fan, convenience plug (6A) etc. will be as above. The size of wire shall not be less than 2.5sq.mm or as specified against each item.
- e) The light plug points shall be complete with 3 pin 5 A plug socket and switch enclosed in an G.I. Box with the controlling switch as required and the third pin shall be earthed with PVC insulated copper wire as mentioned in the schedule of quantity as earth wire.
- f) The fan point shall have a provision in the switch box for mounting the regulators, unless directed otherwise.
- g) Wiring for power plugs shall be as above. Each circuit shall have one or two plug points as required and each point shall be earthed. The point shall be considered complete with circuit, 3pin 15A plug , socket and switch mounted in an G.I. box with flush plates. Wiring for power plugs shall be as above.
- h) Separate and independent conduits will be used for each of the following systems:
 - i) Lighting system
 - ii) Power system
 - iii) Air-conditioning.

The rate per point shall include all materials and labour required for completing the points as mentioned above. Measurements will be in numbers of each kind of point.

10. MAINS AND SUBMAINS:

Mains and submains shall consists of wires, cables and conduits, bends, junction boxes, rubber bushes, checknuts etc. as specified before. The sizes and capacities of conduits and wires shall be as stated in the schedule of quantities and will commence from the main switches to the various distribution boards Wires shall be drawn in concealed or surface

conduits as required without being damaged. For this purpose draw boxes shall be located at convenient but not in an independent conduit. Necessary provisions of wires lengths entering and emerging from the conduit must be made for connections. Colour code for phase and neutral will be followed i.e. RED, YELLOW, BLUE AND BLACK colour wires are to be used. Measurements will be taken of the actual conduit run containing the wires from one switchgear to another. Per meter rate shall include all materials, connections, labour etc. as specified above. The colour code of running earth wire shall be Green.

11. DISTRIBUTION BOARD :

Distribution board shall comprise of cubicle, copper busbars upto 400A aluminium busbars above 400A , mountings, earth terminal, neutral link and MCB's as detailed in the schedule of quantities. These shall be housed in a sheet metal box of ample dimensions made by the approved manufacturer. Suitable locking arrangements shall be made if necessary. All distribution boards shall be fitted with MCBs will be as detailed in the schedule of quantities.

All the distribution boards shall be painted with approved paint. Each circuit shall have an independent neutral and shall be numbered and marked as required by the Architects / Engineer-in-charge. Sample of the complete board shall be approved before supply.

The rate per item will include all the above mentioned material and labour required. Measurements will be in numbers of complete sets as describes in the schedule of quantities.

EARTHING:

Earthing shall conform to the following specifications. For other details not covered in this specification, relevant Indian standards shall be referred to.

TYPES OF EARTH ELECTRODES:

- A) Pipes earth electrode.
- B) Plate earth electrode

PLATE EARTH ELECTRODE:

For plate electrode minimum dimensions of electrodes shall be as under:

Copper plate electrode – 600mm x 600m X 8 mm thick. The electrode shall be buried in the ground with its faces vertical and the top not less than 3M below ground level.

METHOD OF INSTALLING WATERING ARRANGEMENT:

In the case of plate electrode, a watering pipe of 38mm dia of medium class G.I. pipe shall be provided and attached to the top of this pipe for watering the earth. A funnel is to be provided for watering the pit. The copper flat of size 50x 4 mm shall be nut bolted & blazed on the copper plate & will go the earthing of the building. In case of pipe electrode a 40mm x 20mm reducer shall be used for housed in a masonry enclosure of not less than 30cm x 30cm x 30cm. A cast iron / MS frame with cover and locking arrangement shall be suitably embedded in the masonry enclosure.

LOCATION OF EARTH ELECTRODE:

Normally an earth electrode shall not be situated less than 1.5m from any building. Care shall be taken that the excavations for earth electrode may not affect the column footing or

foundations of the building. In such cases the electrodes shall be situated farther away from the building.

The location of the earth electrode will be where the soil has reasonable chance of remaining moist, as far as possible. Entrances, pavements and roadways, are definitely to be avoided for locating the earth electrode.

METHOD OF CONNECTIING EARTHING LEAD TO EARTH ELECTRODE:

In case of plate electrode the earthing lead shall be securely bolted to the plate with two bolts, nuts, checknuts and washers. In the case of pipe earth electrode, it shall be connected by means of a through bolt, nuts, washers and cable socket.

All materials used for connecting the earth lead with electrode shall be tinned brass in case of copper plate electrode. The earthing lead shall be securely connected at the other end to the main board. Loop earthing shall be provided for all mounting of main board and other metal clad switches and distribution fuse boards with not less than 2.5sq. mm insulated copper wire.

The earthing lead from electrode onwards shall be suitably protected from mechanical damage by a 15mm G.I pipe in case of wire and by 40mm dia medium G.I pipe in case of strip. Portions of this protection pipe within ground shall be buried at least 30cm deep (to be increased to 50cm in case of road crossing and pavement). The portion within the building shall be recessed in walls and floors to adequate depth.

In all cases the relevant provisions of rules 33, 61 and 67 of Indian Electricity rules 1956 as amended shall be complied with. Metallic covers or supports of all medium pressure or HT apparatus or conductors shall in all cases be connected to not less than two separate and distinct earths including electrodes.

No earth electrode shall have a greater ohmic resistance than five ohms as measured by an approved earth testing apparatus. In rocky soil the resistance may be eight ohms.

SWITCH BOARDS:

SHEET STEEL CUBICLE PATTERN

1. CONSTRUCTION:

Switch boards shall be of sheet steel cubicle, indoor, floor mounting, free standing type. The design shall be totally enclosed, comp[lately dust and vermin proof. The sheet steel used shall be 2mm thick gauge. Gaskets shall be used between all adjacent units and beneath all covers to render the joints effectively dust proof.

The switch boards shall be easily extendible. The arrangement shall be logical, compact and neat. The switch board shall have a uniform height throughout its length.

Barriers shall be provided between the modules accommodating equipmenmts associated with outgoing circuits. All modules shall have a covering at the bottom so that entry to dust, rats and vermin is not possible.

2. FEEDER ARRANGEMENTS:

The switch board shall be of single front construction and equipment shall be mounted on the front only.

Switch boards shall be of dead front type. All switches, push buttons etc. shall be operational from the front. The rating of switches, fuses, contractors etc shall be as specified. Outgoing feeders shall be neatly arranged in different compartments. Normally equipment for individual feeders shall be accommodated in separate modules.

The framework shall house the switches switch fuse units, starters and contactors, MCBs and MCCBs etc. in multi tier formation. The equipment shall be mounted independent of the backplate and not on the rear surface of the housing. Each module shall be fitted with individual doors and concealed hinges. All doors shall be held securely against sponge rubber gaskets to make the equipment dust tight. All hinged doors shall be provided with insulated thumb screws.

The compartment doors shall be so interlocked that it shall not be possible to open the door when the switch is in closed position.

3. BUSBARS:

Copper busbars are to be used for current ratings upto 400A and ratings above 400A, Aluminium busbars may be used. Three phase (and neutral) bus bars shall be of the incoming switch current rating and shall be supports rigidly held to the framework of the chamber. Busbars shall be suitably insulated. Busbar chamber shall have a separate screwed cover with means to identify the various phases of the busbars.

4. CABLE COMPARTMENT:

A cable compartment running along the vertical module shall be provided for easy termination of all incoming and outgoing cables entering either from top or bottom.

Adequate supports shall be provided for the cables where necessary. The cable compartment shall have its own screwed removable cover for easy access during cabling.

5. CONTROL WIRING:

All control wiring shall be carried out through the common vertical compartment. In case wires are required to cross the busbar chamber such crossing shall be carried out in neat bunches. Power connections of the circuits shall be done by aluminium or copper flats of adequate sizes.

Control wiring shall be done by PVC insulated wires of minimum size 2.5sq.mm copper. All control wiring shall be fitted with identification ferrules at each end. Not more than two connection shall be made at ant one terminal. The wires shall be arranged and supported in such a manner that there shall be no strain on terminations. The termination shall be od adequate current rating and size to suit individual feeder arrangements.

Power terminals shall be pressure clamp type suitable for copper/ aluminum wires. For connection above 63A, 35 sq.mm cable lugs shall be used. These cables lugs shall be mounted in such a manner as to facilitate cable connections.

6. CABLE ENTRY:

Cubicles shall be designed to facilitate aluminium conductor PVC cable entry from top or bottom as the case may be. Removable sheet holes for cable entry at site.

SCOPE OF WORK:

The General character and scope of work to be carried out under this contract is illustrated in the schedule of quantities and drawings.

Contractor shall carry out and complete the said work under this contract in every respect and to the satisfaction of the Architects / Engineer-in-charge. In general the work to be carried out shall comprise of :-

- a) Supply & Installation of Main panel Board for AW Building including cable termination.
- b) Supply & Installation of Main panel Board at IT Data Centre, AW Building including cable termination.
- c) Supply & Installation of UPS BDB at IT Data Centre, AW Building including cable termination.
- d) Supply & laying of copper & Al. cable for UPS supply to all computers of AW Building.
- e) Supply & construction of dedicated earthings with connection in 50X4mm electrolyte copper flat.

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 |
| ix) | Bank Guarantee form for 100%. | ANNEXURE-IX |

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 ORISSA 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
With Seal of the Company

(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 | (a) Cash (b) Bank Guarantee (c) Bank Draft |
| 2 | Manufacturers/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 | Delivery: (a) Date 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 as per Clause –20 of Section – II | 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. | Yes/No |
| 13 | EPF &ESI No. | |
| 14 | PAN | |
| 15 | TIN | |
| 16 | Service Tax No. | |
| 17 | ELBO License No. & Valid upto | |

Place _____
Date _____

**Signature of the Tenderer
With Seal of the Company**

ANNEXURE – III

SCHEDULE OF COMPLETION OF WORK

| | |
|--|---|
| Up gradation & Modification of Internal Electrification of Gridco data center, A.W Building, Bhoi nagar, OPTCL,Bhubaneswar | Three months 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's 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 Part-II)

SCHEDULE OF PRICE.

TENDER SPECIFICATION NO. _____

| Serial No | Description of Items | UNIT | Quantity | Unit Rate in ` | Total Rate in ` |
|-----------|---|------|----------|----------------|-----------------|
| 1 | Recessed (Concealed in false ceiling / interior partition)wiring for power plug for A.C.Machines in 20 Amps, 250Volts, 3pin wall socket outlet with separate Starter as above independently switch board complete with all accessories. | Nos. | 5 | | |
| 2 | Wiring for mains and sub mains in a concealed manner in roof slab, floor and walls using PVC copper stranded wires in Polythine/ PVC pipes of 2mm wall thickness, under 4 mm floor as given below with continuous copper earth wire, necessary GI junction boxes, pull boxes of 2 mm thickness, and as require complete with all accessories. | | | | |
| a) | 4X16+ 1X16 Sq. mm PVC insulated copper wire as submain. | Mtrs | 400 | | |
| b) | 2X6+ 1X4.0 Sq. mm PVC insulated copper wire as submain. | Mtrs | 200 | | |
| c) | 2X4 +1x2.5 Sq.mm PVC insulated copper wire as submain. | Mtrs | 100 | | |
| 3 | Supply, fixing, erecting, connecting and commissioning of indoor type dust and vermin proof, sheet steel clad ready made, double door type powder coated wall mounted Room Distribution Boards suitable for 400 V, three phase, 4 wire 50 Hz AC Supply complete with cable glands with bottom detachable plates for arrangement with bottom cable entry, cable alleys, interconnections etc as below(BDB).Incommer 1 No-125 A, 4pole MCCB Outgoings-6 A SP MCB- 10 Nos, 40 A SP MCB- 12 Nos | Nos. | 2 | | |
| 4 | Supply, fixing, erecting, connecting and commissioning of indoor type floor mounting type both side open made out of 2.0 mm C.R Sheet, duly acid treated, painted with powder coated light grey paints, dust and vermin proof Main Panel Boards for Data Centre,Gridco , three phase, 4 wire 50 Hz AC Supply complete with electrolytic copper 800 Amp bus bars, MCCBs, Ammeters, Voltmeters, ammeter and volt meter selector switches, indication lamps, cable glands with bottom detachable plates for arrangement with top/bottom cable entry, cable alleys, interconnections etc including all wirings, as below(MDB) In commer 400 A 4pole MCCB-1 Nos (L&T/ ABB), Busbars: 600Amps Electrolyte copper busbars. Outgoing: i) 125A MCCB-3Nos., ii) 40Amp MCB-12Nos. for AC Machines & Spares) | No. | 1 | | |

| | | | | | |
|----|--|------|-----|--|--|
| 5 | Supply, fixing, erecting, connecting and commissioning of indoor type floor mounting type both side open made out of 2.0 mm C.R Sheet, duly acid treated, painted with powder coated light grey paints, dust and vermin proof Main Panel Boards for A.W.Building,Gridco , three phase, 4 wire 50 Hz AC Supply complete with electrolytic copper 800 Amp bus bars, MCCBs, Ammeters, Voltmeters, ammeter and volt meter selector switches, indication lamps, cable glands with bottom detachable plates for arrangement with top/bottom cable entry, cable alleys, interconnections etc including all wirings, as below(MDB) In commer 800 A 4pole MCCB-3 Nos (2-CESU, 1-DGset), Space of arrangement of Energy Meter, Busbars: 800Amps Electrolyte copper busbars. Outgoing: i) 400A 25KA MCCB-1No.(Data center), ii) 250Amp MCCB-5Nos. for distributions ,Computers & Spares) | No. | 1 | | |
| 6 | Supply and laying 1.1 KV grade PVC insulated, PVC sheathed, unarmored/ Armored cable as mentioned below including digging, sand cushioning, KB Brick protection back filling for under ground cables with cable trench & cover, providing and fixing necessary cable clamps on walls, risers or cable tray fixed on the roof etc as required complete with making termination with supply of copper / Al. lugs, double compression cable glands, nuts, bolts and necessary crimping as follows:- | | | | |
| a | 3.5 X 150 Sq.mm Aluminum armored cables from main panel board to Data Centre panel board. | Mtrs | 100 | | |
| b | 4.0 X 25 Sq.mm copper unarmored cables from Floor distribution panel board to UPS installed at Data Center. | Mtrs | 150 | | |
| 7 | Excavation in all type of soil including rock of size 900mmx900mmx3050mm,supply of GI earth electrode of size 600mm X600 mmX8 mm, one no. 40 x 5mm copper flat with nut bolted & bladed from the GI plate, 50kg common salt and 100 Kg coal dust per pit, 50 mm dia 3000 mm length G.I watering pipe with funnel, putting the earthing with alternate layer of salt and coal dust, back filling with foreign soil, making earthing chamber with first class K.B Bricks, supply and putting of 450 mm X450 mm C.I / RCC earth pit cover. | No. | 2 | | |
| 8 | Supplying, laying under ground, inside floors, in walls of 50mm x 4 mm size electrolyte copper earth strips as per site conditions and as per instruction of the engineer in charge complete with jointing the flats by welding with an over lap of 150 mm, painting the joint with bituminous paint, wrapping with H.T and insulating PVC tapes. | Mtrs | 100 | | |
| 9 | Supply, Installation & wiring to 1x400W SUL 400W MH fittings with tube, to be fitted on of 50mm GI pipe with junction box etc complete with all accessories. | No. | 2 | | |
| 10 | Dismantled & reconnection of existing cables to the new panel at AW Building, OPTCL. | lot | 1 | | |
| | Total | | | | |

(RUPEES)

SIGNATURE OF TENDERER WITH SEAL

ANNEXURE – VI
PROFORMA FOR BANK GUARANTEE FORM FOR EARNEST
MONEY DEPOSIT

Ref : _____ Date : _____ Bank Guarantee No: _____

1. In accordance with invitation to Bid No. _____ Dated _____ of ORISSA POWER TRANSMISSION CORPORATION LTD (OPTCL) (hereinafter referred to as the _____ OPTCL) for the _____ purchase of _____ Messers _____ Address _____

_____ wish/wished to participate in the said tender and as a Bank Guarantee for the sum of Rs. (Rupees _____) valid for period of 240 days (Two Hundred Forty Days) is required to be submitted by the Tenderer. We the _____ (**Indicate the name of Bank**) (hereinafter referred to as 'the Bank') at the request of M/s _____ (hereinafter referred to as Contractor(s)) do hereby unequivocally and Un-conditionally guarantee and undertake to pay during the above said period, on written request by the Sr. General Manager (Procurement) ORISSA POWER TRANSMISSION CORPORATION LTD. (**Indicate designation of the Purchaser**)

An amount not exceeding Rs. _____ to the said OPTCL, without any reservation. The guarantee would remain valid up to 4.00 P.M. of _____ (date) and if any further extension to this is required, the same will be extended on receiving instructions from the _____ on whose behalf this guarantee has been issued.

2. We the _____ do hereby, further undertake (**Indicate the Name of the Bank**)

to the 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 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 or failure to perform said Bid. 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. _____.

3. We undertake to pay the OPTCL any money so demanded notwithstanding any dispute or disputes so raised by the Contractor(s)/Supplier(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)/Supplier(s) shall have no claim against us for making such payment.

4. We the _____ further agree that the guarantee here-in (**Indicate the Name of the Bank**)

contained shall remain in full force and effect during the aforesaid period of 240 days (Two Hundred Forty Days) and it shall continue to be so enforceable till all the dues to the OPTCL under or by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till Chairman-Cum-Managing Director, ORISSA POWER TRANSMISSION CORPORATION LTD. certifies that the terms and conditions of the said Bid 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 _____ we shall be discharged from all liability under this guarantee thereafter.

5. We the _____ further agree with the OPTCL that
(Indicate the Name of the Bank)
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 Bid or to 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.

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 ORISSA 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 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 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 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 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, ORISSA POWER TRANSMISSION CORPORATION LTD. Certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly 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 _____

For _____

(Indicate the name of the Bank)

Witness: (with signature, names and addresses)

- 1.
- 2.

ANNEXURE – VIII
PROFORMA FOR PERFORMANCE GUARANTEE.

1. In consideration of the Chairman-cum-Managing Director, ORISSA 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 Rs. _____ (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 Rs. _____ (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 Rs. _____ (Rupees _____).

3. We the _____ Bank Limited further agree to pay 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 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, ORISSA POWER TRANSMISSION CORPORATION LTD. Certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly, 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. This performance Bank Guarantee will remain in force up to _____
Dated the _____ Day of _____ 20 _____.

Witness with signature, names & address:

- 1.
- 2.

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

ANNEXURE – IX

PROFORMA FOR BANK GUARANTEE FOR 100% PAYMENT.

1. In consideration of the Chairman-cum-Managing Director, ORISSA 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 ORISSA 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 Rs. _____ (Rupees) _____ . We (the _____ Bank) (hereinafter referred to as 'the Bank') do hereby undertake to pay to the OPTCL an amount not exceeding Rs. _____ (Rupees _____) against any loss or damage caused to or suffered by or would be caused to or suffered by the OPTCL by reasons of any breach by the said 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 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)/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 thereunder 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, ORISSA 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 _____

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

Witness with signature, names & address:

- 1.
- 2.

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