



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.]- 50 /2009-10

FOR
PROCUREMENT OF CEILING & PEDESTAL FANS FOR THE OPTCL
MULTISTORIED BUILDING, COLONY QUARTERS

DATE OF OPENING OF TENDER PAPER- 18.11.2009

COST OF TENDER PAPER- NIL



ORISSA POWER TRANSMISSION CORPORATION LTD

REGD. OFFICE, JANAPATH, BHUBANESWAR –751022

TENDER NOTICE NO. 50 /2009-10

For and on behalf of Orissa Power Transmission Corporation Ltd., Sr. G.M. (C.P.C.) invites Tenders from reputed Manufacturers/ authorized dealer of fans (Orient / Usha /CGL/Bajaj / Polar/ Khaitan) for supply of 200Nos. Ceiling & 50Nos. of Pedestal fans, duly super scribed on the cover as : “Tender for supply of fans”. The firm are requested to submit the PAN & TIN along with the tender as per the Technical Specification. Tender papers shall be downloaded the website in free of cost from dt. 19.10.2009 to 17.11.2009. The tender will opened on dt. 18.11.09 at 4.00PM. Interested firms may visit OPTCL’s official website [/http://www.OPTCL.co.in](http://www.OPTCL.co.in) for detail specifications.

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



ORISSA POWER TRANSMISSION CORPORATION LTD

REGD. OFFICE, JANAPATH, BHUBANESWAR -751022,ORISSA.

Memo No. EMC- 57 /2009-10/

Dated:

To,

The Chief General Manager (IT)

OPTCL, BBSR

Sub: Hosting of Tender call notice No. 50 / 09-10 in the website of OPTCL.

Sir,

With reference to the above, you are requested to host the Tender call notice No. 50 / 09-10 for procurement of 200Nos. Ceiling fans & 50Nos. of Pedestal fans in the OPTCL's Website for wide circulation.

Encl: As above

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

Memo No.

Dated:

Copy forwarded to the DGM (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.

Encl: As above

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

Memo No.

Dated:

Copy forwarded in duplicate to the CE (Civil) / EE(Civil), OPTCL, Bhubaneswar for kind information & necessary action. A copy of the notice may kindly be exhibited in the Notice Board.

Encl: As above

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

Memo No.

Dated:

Copy forwarded to the GM (F) C&B / AGM(F)CPC/ DDO(Headqrs), OPTCL, Bhubaneswar for information & necessary action.

Encl: As above

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

Memo No.

Dated:

Copy submitted to the Director (Engg.), OPTCL / CGM (C), OPTCL, Bhubaneswar for kind information.

Encl: As above

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



NOTICE INVITING TENDER

ORISSA POWER TRANSMISSION CORPORATION LTD
JANPATH, BHUBANESWAR – 751 022,

TENDER NOTICE NO. 50 /2009-10

For and on behalf of the Orissa Power Transmission Corporation Limited, the undersigned invites bids under SINGLE-part bidding system in double-sealed cover, for the works as mentioned below, duly superscribed with Tender Specification No. & Date of opening, from reputed suppliers for supply of Ceiling fans & Pedestal fans.

<i>Sl. No.</i>	<i>Tender Specification No.</i>	<i>Description of works.</i>	<i>Earnest Money Deposit (In Rs.)</i>	<i>Cost of Tender Paper.</i>	<i>Last date of receipt & opening of tender</i>
1.	Sr.G.M.CPC - 98 /2009-10	Procurement of 200Nos. Ceiling fans & 50Nos. of Pedestal fans	5,000.00	Nil	18.11.2009 at 1.00PM & 4.00PM

The tender specification documents can be had from the office of the undersigned on free of cost of tender specification documents in the shape of cash from 10 A.M. to 3 P.M. during 19.10.2009 to 17.11.2009 (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 in free of cost and the same may be submitted. In case any deviation is found in the tender document submitted by the Tenderers from the content mentioned in our web site. 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.

Minimum qualification criteria of bidders:

- The firm having registration with PAN & TIN.
- The firm having registration with VAT & copy of clearance certificate.

SR. GENERAL MANAGER
CENTRAL PROCUREMENT CELL



SECTION – I

INSTRUCTIONS TO TENDERERS

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COMMERCIAL SPECIFICATION

PART – I SECTION - I INSTRUCTIONS TO TENDERER

1. Submission of Bids:-

Sealed tenders in triplicate on single 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 single Parts

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

4. Opening of Bids.

- (a) The bid 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.

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 presence of such of the Tenderers or their authorized representatives (limited to one person only) in case of each bidder 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 whatsoever 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 respects 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. Tenders without the required E.M.D. will be rejected outright .

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

(a) **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.35,000/- (Rupees twenty-five thousand) only the the Earnest Money Deposit may be made either in cash or Bank Draft. Above Rs.35,000/- (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 Grid Corporation of Orissa 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 120 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.
 - 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 Accounts for the previous two 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.
 - (ii) Schedule of prices in the prescribed proforma as per Annexure – V.

18. **Conditional Offer**

Conditional offer shall not be accepted.

19. **General**

- i) Over writing shall be avoided
- ii) Erasures and other changes shall bear the dated initial of the person signing the tender.
- iii) In the event of discrepancy or arithmetical error in the schedule of price, the decision of the Purchaser shall be final and binding on the Tenderer.
- iv) For evaluation the price mentioned in words shall be taken if there is any difference in figure and words in the price bid.
- v) Notice inviting tender shall form part of this Specification.
- vi) The price bids of the technically and otherwise acceptable bids shall only be evaluated. 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**

The scope of the contract shall be to manufacture supply of materials as per the Specification at the consignee's store, and rendering service in accordance with the enclosed **Technical Specification** and bill of quantity/materials.

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 reproduction 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.

4. **Inspection and Testing**

- i) The Purchaser’s representative shall be entitled at all reasonable times during manufacture to inspect, examine and test on the Contractor’s premises the materials and workmanship of all equipment to be supplied under this contract and if part of the said equipment is being manufactured on other premises, the Contractor shall obtain for the Purchaser’s representative, permission to inspect, examine and test as if the equipment were being manufactured on the Contractor’s premises. Such inspection, examination and testing shall not release the Contractor from his obligations under the contract.
- ii) The Contractor shall give to the Purchaser adequate time/notice(at least 5 days for inside the State suppliers and 15 days for outside the State suppliers) in writing for inspection of materials indicating the place at which the equipment is ready for testing and inspection and shall also furnish the Routine Test Certificates and Packing List along with offer for inspection to the Purchaser indicating the quantity which can be delivered in full truck load/Mini truck load to facilitate issue of dispatch instruction.
- iii) Where the contract provides for test on the Premises of the Contractor or of any of his Sub-Contractors, the Contractor shall provide such assistance, labour, materials, electricity, fuel and instruments as may be required or as may be

reasonably demanded by the Purchaser's representative to 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 it's 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 furnished information regarding experience particularly on the following points:-

- i) Name of the Manufacture.
- 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 certificate.
- 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. **Despatch instructions.**

i) The materials should be securely packed and dispatched directly to the consignee at the Contractor's risk by Lorry Transport only.

ii) **Loading & Unloading of Ordered Materials.**

It will be the sole responsibility of the Contractor for loading and unloading & stacking of materials both at the factory site and at the destination store. The Purchaser shall have no responsibility on this account.

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 judgement 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.
 - (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 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 delivery of equipment/materials 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 delivery date as may be reasonable but without prejudice to other terms and conditions of the contract.

18. Guarantee Period.

- i) The stores covered by this Specification should be Guaranteed for satisfactory operation and against defects in design, materials and workmanship for a period of at least 24 (twenty-four) months from the last date of delivery. 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 30 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 18 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.

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 Orissa State Units 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, as indicated under Clause-19 (i) above.

- 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.

- (B) 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. (A) **Terms of Payment.**

- i) When order are placed with manufacturers situated outside the State of Orissa, 100% value of each consignment with 100% excise duty, Entry Tax if any and Sales Tax in full at concessional rate along with Freight & Insurance charges will be paid on receipt of materials in good condition at stores/desired destination and verification thereof, subject to furnishing of Composite Bank Guarantee at the rate of 10% (Ten percent) of the cost of supplied materials/ or Permanent registration Fee as stipulated under Clause – 19(i) & Clause – 19 (iii) of this Specification & on prior approval of Guarantee Certificates & Test Certificates by the Purchaser.
- ii) When order are placed with manufacturers as covered under Clause – 19 (iii) of the Specification, 100% payment will be made on deposit of Permanent Registration Fee as referred under the said Clause (i.e. Earnest Money, Security Deposit and Payment Guarantee) and simultaneously on receipt of materials in good conditions in store and verification there of and on approval of Guarantee Certificates and Test Certificates and Performance Guarantee by the Purchaser.
- iii) When the order for single contracts not exceeding Rs.5.00 lakhs are placed with manufacturers situated inside the State of Orissa, 100% value of each consignment with 100% Excise Duty, Sales Tax at concessional rate & Entry Tax, if any, along with Freight & Insurance charges in full will be paid on receipt of materials in good condition at store/desired destination and verification thereof subject to furnishing of composite Bank Guarantee at the rate of 8.5% (Eight & half percent) as per Clause –19 (ii) of this Specification and approval of Guarantee Certificates and Test Certificates by the Purchaser.
- iv) **When Orders are placed with a authorized Dealers/Traders (i.e. other than Manufacturers.**
 - (a) 90% payment shall be made within 30 days on receipt of materials at site in good order and condition subject to approval of Guarantee Certificates and Test Certificates by the purchaser and furnishing of Composite Bank Guarantee as required under Clause – 19 (i) of this Specification.

(b) And balance 10% on receipt of materials and verification thereof, within 60 days from the date of release of 90% payment.

v) **Payment of Freight & Insurance Charges and Entry Tax.**

Freight and Insurance Charges and entry Tax incorporated in the Purchase contract shall be paid after receipt of materials at stores/desired destination in good conditions and on production of authenticated documentary evidence. Otherwise no Freight, Insurance charges and Entry Taxes shall be payable.

22. (B) The supplier shall furnish Bank Guarantee of appropriate amount to OPTCL covering 10% Composite Bank Guarantee of F.O.R. Destination cost well in advance before despatch of materials.

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 undelivered equipment for each calendar week of delay or any part thereof. For this purpose the date of receipted challans shall be reckoned as the date of delivery. 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 2 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 120 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 Delivery.
- (b) Past track record in delivery of similar items to OPTCL.
- (c) Track record in manufacture & supply of similar items 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 supplied at least equal quantity 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. Phone: 0674-2541801/ 2542554

(ii) **Supplier:**

Address:

Telephone No.

FAX No.

35. Outright Rejection of Tenders.

Tenders shall be outright 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 unless otherwise qualified for exemption from furnishing of EMD.
- v) Tender shall be kept valid for a period of 120 days from the date of opening of Tender.

- vi) Tender shall be submitted in two parts as specified.
- vii) Tenders shall be accompanied by a list of major supplies affected prior to the date of opening of tender. Data for 4 (four) years would be preferred.
- viii) 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. (Vide Clause – 5 (ii) of Part-II).
- x) Tenderer should quote FIRM price and the price should be kept valid for a period of 120 days from the date of opening of the tender.

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 materials/equipments covered in this Specification shall come under Operation and Maintenance (O&M) and construction projects of OPTCL mainly construction of Multistoreyed building, OPTCL..

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. (As per Clause No.7 of Section –II)	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. (As per clause –22 of Section –II)	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 as per Clause-26 of Section –II	Yes/No
12	Validity: - Whether agreeable to OPTCL's terms or not. (As per Clause – 29 of Section –II)	Yes/No
13	Whether recent type test certificate from any Govt. approved laboratory is furnished or not.	Yes/No
14	Whether guaranteed technical particulars are furnished or not.	Yes/No
16	Whether materials are I.S.I/S.O marked	Yes/No
17	Manufacturer's name and it's trade mark.	Yes/No

Place _____

Date _____

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

ANNEXURE – III

SCHEDULE OF QUANTITY AND DELIVERY

Sl. No	Description	Quantity Required	Desired Delivery	Destination.
1.	400mm Pedestal Fan	50Nos.	Within one month	SDO(Elect.), EM Cell
2	1400mm Ceiling Fan	100Nos.		
3	1200mm Ceiling Fan	100Nos.		

NB : The details delivery programme and quantity to be delivered will be intimated at the time of placement of the Purchase 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. Nature of Price	FIRM

Place : _____
Date : _____

Signature of the Tenderer
With Seal of Company

ANNEXURE – V

SCHEDULE OF PRICE.

TENDER SPECIFICATION NO. _____

Sl. No	Description of materials	Quantity Required	Unit Rate in Rs.	Total Amount in Rs.
1	Pedestal Fan- 400mm Sweep, 1800-2000RPM, 60-80W, Air delivery:Min-4300CMH with rotation & telescopic arrangement etc.	50Nos.		
2	Ceiling Fan- 1400mm Sweep, Power saver having double ball bearing & copper winding with standard accessories.	100Nos.		
3	Ceiling Fan- 1200mm Sweep, Power saver having double ball bearing & copper winding with standard accessories.	100Nos.		
	Total			

(RUPEES)

Place :

Date :

N.B. :

1. The price should be inclusive of all taxes & duties including transporting charges.
2. Conditional offers will not be acceptable.
3. The Bidders are to clearly, indicate the period up to which the Tax Holidays are available to them.
4. Embossing of OPTCL LOGO with Sl. No. on the body of each fan for identification is required. No extra charges will be given for the above purpose.

Signature of Tenderer
With Seal of the Company

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 not withstanding any dispute or disputes raised by the Contractor(s)/Suppliers(s) in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto, out liability under this present being absolute and unequivocal.
The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and Contractor(s)/Supplier(s) shall have no claim against us for making such payment.
4. We the _____ Bank Limited further agree that the **(Indicate the name of the Bank)** guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be so enforceable till all the dues of the OPTCL under or by virtue of the said agreement, have been full paid and its claims satisfied or discharged or until Managing Director, 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)

A N N E X U R E – I X
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.
5. 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)