



ODISHA 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.

S.G.M.[C.P.C.] - Rate Contract- 32 /2012-13

FOR

**Rate Contract for Re-wiring & earthing of Quarters at OPTCL
Colony at Bhoinagar , Chandrasekharapur & SLDC, Mancheswar
and Office Buildings of OPTCL at Bhubaneswar, Odisha**

DATE OF OPENING OF TENDER PAPER-

07 .12.2012

COST OF TENDER PAPER-

₹ 600.00 + 5%VAT.



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

TENDER NOTICE NO. 31 /2012-2013

For and on behalf of the Odisha Power Transmission Corporation Limited, the undersigned invites bids under single part bidding system in double-sealed cover, for the works as mentioned below, duly super scribed with Tender Specification No. & Date of opening, from reputed contractors for **Rate Contract for Re-wiring & earthing of Quarters at OPTCL Colony at Bhoinagar , Chandrasekharapur & SLDC, Mancheswar and Office Building** at Bhubaneswar, Odisha

| <i>Sl. No.</i> | <i>Tender Specification No.</i> | <i>Description of works.</i> | <i>Earnest Money Deposit (In `.)</i> | <i>Cost of Tender Paper.</i> | <i>Last date of receipt & opening of tender</i> |
|----------------|---------------------------------|--|--------------------------------------|------------------------------|---|
| 1. | Sr.G.M.CPC - 32 /2012-13 | Rate Contract for Re-wiring & earthing of Quarters at OPTCL Colony at Bhoinagar, Chandrasekharapur & SLDC, Mancheswar & Office Building of OPTCL at Bhubaneswar, Odisha. | 10,000.00 | 600/- +5% VAT | 07.12.2012 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. 15 .11.2012 to 07.12.2012 (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 4.00 P.M. on the date mentioned against above Tender Specification. 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 be regd. with PAN, VAT, Service tax & valid electrical license from ELBO.

SR. GENERAL MANAGER

CENTRAL PROCUREMENT CELL



ODISHA POWER TRANSMISSION CORPORATION LTD

REGD. OFFICE, JANAPATH, BHUBANESWAR –751022
ODISHA.

TENDER NOTICE NO. 31 /2012-13

No. EMC- 109 /2012/

dt. .11.2012

For and on behalf of Odisha Power Transmission Corporation Ltd., Sr.G.M. (C.P.C.) invites Tenders from reputed Electrical Contractors having MV license from ELBO, BBSR & regd with PAN, VAT & Service tax for the work “Rate Contract for Re-wiring & earthing of Quarters at OPTCL Colony at Bhoinagar & Chandrasekharpur at Bhubaneswar, Odisha.” as per the Technical Specification. Tender papers shall be sold from dt. 15.11.2012 to dt. 07.12.2012 upto 1.00PM. The last date for receipt of tender is dt. 07.12.2012 upto 1.00PM. Tenders shall be opened on dt. 07.12.2012 at 4.00PM. Interested firms may visit OPTCL's official website www.optcl.co.in for detail specifications.

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

Memo No.

Dated:

Copy forwarded to the DGM (HRD), 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.

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

Memo No.

Dated:

Copy forwarded to the G.M(F) C&B / AGM(F)CPC, OPTCL/ DDO(Hqrs), OPTCL, Bhubaneswar for information & necessary action. A copy of the notice may be exhibited in the Notice Board.

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

Memo No.

Dated:

Copy submitted to the Dir(Engg)/ CGM (C), OPTCL, Bhubaneswar for kind information & necessary action.

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

Memo No.

Dated:

Copy submitted to the CGM (IT), OPTCL, Bhubaneswar for kind information & necessary action. He is requested to host the tender schedule in the OPTCL's Website for wide circulation.

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

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COMMERCIAL SPECIFICATION
PART – I
SECTION - I
INSTRUCTIONS TO TENDERER

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 Chief General Manager (CPC), 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 one part viz. Part-I.

Part-I Consists of

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

3. Tenders shall be in single Part

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

4. Opening of Bids.

- (a) The tenders shall be opened in the office of the Chief General Manager (CPC) in presence of such of the Tenderers or their authorized representatives (limited to one person only) on the due date of opening of tender after scrutiny of the technical particulars and other commercial terms, clarifications as may be required, shall be sought for from the bidders. The Tenderers shall be allowed 15 days time for such activity.
- (b) On receipt of technical clarification the bids shall be reviewed/evaluated and those not in conformity with the technical Specification/qualifying experience, shall be rejected. If any of the technical proposals requires modification to make them comparable, discussion will be held with the participating bidders.

- (c) The bidders are required to furnish sufficient information to OPTCL to establish their qualification/capability to supply the materials/perform the work. Such information shall include details of bidder's experience, its financial, managerial and technical capabilities.
- (d) The bidders are also required to furnish details of availability of appropriate technical staff and capability to perform after sales service where applicable. The above information shall be considered during the first stage of scrutiny and evaluation of bids and any bid which does not satisfactorily meet these requirements, shall not be considered for price bid evaluation.
- (e) 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 work 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 Chief General Manager (CPC) 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 Chief General Manager (CPC) 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 Chief General Manager (CPC), 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. 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 Chief General Manager (CPC), 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.

(i) No interest shall be paid on the Earnest Money Deposit. Up to Rs.25,000/- (Rupees twenty-five thousand only) 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 Odisha Power Transmission Corporation Limited
- (iii) In the case of un-successful Tenderer the Earnest Money will be refunded Immediately after the tender is decided. In the case of successful tenderer, EMD will be refunded only after furnishing of security money referred to at Clause-19 of section –II. Suits if any, arising out of this Clause shall be filed in a Court of law to which the jurisdiction of high court of Odisha extends.
- (iv) Earnest Money will be forfeited if the Tenderer fails to accept the letter of intent and /or work orders issued in his favour.

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

13. **PRICE** : Tenderers are requested to quote FIRM price only including taxes & duties but excluding Service tax..

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

- (a) After opening of tenders and within the validity period, no reduction or Enhancement in price will be entertained. If there is any change in price, the tender shall stand rejected and E.M.D. deposited shall be forfeited. In case of bidders who are exempted from depositing E.M.D. and who revise their price within the validity period, the bids for similar items against subsequent tender call notice of OPTCL, may not be considered.
- (b) If required, the Tenderers may be asked to extend the validity period of bids under the same terms and conditions as per the original tender except for the change in delivery period, In such an event the Tenderers are free to change any or all conditions of their bids including price at their own risk.

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

Tenderers are expected to be fully conversant with the meaning of all the Clauses of the Specification before submitting their tenders. In case of doubt regarding the meaning of any Clause the Tenderer may seek clarification in writing from the Chief General Manager (CPC), 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.
 - 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 three years indicating the customer's name & W.O. copies & performance certificates.
 - d. Data on past experience as per Clause-7 of Section –II of the Specification.
 - e. Sales Tax clearance certificate , Service Tax Regn PAN Card Xerox copy.
 - f. Audited Balance Sheet & Profit Loss Account for the previous three years.
 - g. Schedule of quantity and delivery in the prescribed proforma vide Annexure-III.
 - h. Orders in hand to be executed.
 - i. Abstract of Price Components, as per Annexure-IV.
 - i. Schedule of prices in the prescribed proforma as per Annexure – V and it should be filled up in Type Format.

18. **Conditional Offer**

Conditional offer shall not be accepted.

19. **General**

- i) The price bid should be filled by typing.
- 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 Engineer-in-charge. In general the work to be carried out shall comprise of :-

- a) Complete surface/ concealed wiring on rigid PVC/Polythene pipe with GI/ Sheet metal board with White BK Cover including 6A piano type Switch & Sockets etc of reputed brand(Anchor/ Cona make)for installation of light points, Plug points, Call bell points, Ceiling / exhaust fans , telephone point etc. The full / half portion of the GI/ Sheet metal boards are grouted on the wall.
- b) Supply and Installation of all distribution boards, sub-distribution boards & main boards with 32 amp Kit Kat fuses MCB's of reputed branded(INDOASIAN/ L&T,ABB/SIMENS/MDS/ HAVELLSmake).
- c) Supply, wiring and Installation of 2X 2.5sqmm+ 1x 1.0 sqmm, 2X4.0sqmm+ 1X 1.5sqmm and 2X6.0sqmm+ 1X1.5sqmm as circuit wiring, sub mains & mains Al. wires / cables on reputed branded as (Joshi/ Anchor/ Cona make).
- d) Supply and installation of complete earthing system including running of G.I flat of size 25 x 5mm inside the wall of the building for earth connection to all quarters with No. 6 SWG G.I. Wire. The G.I. Flat will come from the bottom of the G.I. pipe with 12mm G.I. Nut bolt & the same G.I. Flat will again fix with nut bolt at the top of the G.I. Pipe. All earth pit will inter connected with 25x 5 mm G.I flat as & when required.
- e) The details of list is at Schedule of Price (Annexure-A).The rate quoted should be considered the dismantling of existing wiring & keeping the scrap materials within you if available.

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 (CPC) for & on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD., Bhubaneswar.
- 2.2 "The Engineer" shall mean the engineer appointed by the Purchaser for the purpose of this contract.
- 2.2 "Purchaser's Representative" shall mean any person or persons or consulting firm appointed and remunerated by the Purchaser to supervise, inspect, test and examine workmanship and materials of the equipment to be supplied.

- 2.3 "The Contractor" shall mean the Bidder whose bid has been accepted by the Purchaser and shall include the Bidders' executives, Administrators, Successors and permitted assignees.
- 2.4 "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 Odisha 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:** The inspection will be conducted by the authorized representatives of OPTCL as & when required.

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

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

7. **Experience of Bidders :**

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

- i) Name of the Firm.
- ii) Standing of the firm:
- iii) Details of work done etc:
- iv) A list of work orders executed during the last four years along with user's certificates.

8. **Language and Measures**

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

9. **Deviation from Specification**

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

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

10. **Right to Reject/Accept Any Tender**

The Purchaser reserves the right either to reject or to accept any or all tenders if the situation so warrants in the interest of the work. 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 works at the time of placing final work 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). The approved rates are kept constant for three years. The different work order for rewiring & earthings will be awarded from time to time.

11. **Contractor to inform himself fully**

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

12. **Patent Rights Etc.**

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

13. **Delivery/ Completion Period**

- (a) Time being essence of the contract, the work shall be completed within the delivery date specified in the contract. The Purchaser, however, reserves the right to reschedule the completion and change the destination if required. The delivery period shall be reckoned from the date of placing the Letter or Intent/Work order as may be specified in the LOI/ Work order.
- (b)
 - i) The desired completion period shall not ordinarily exceed more than one month.
 - ii) The quantity offered for inspection should tally with the lots prescribed for delivery in the purchase order.
 - iii) The individual work order for rewiring of quarters will be issued from time to time after receiving complains from the tenant.

14. **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 complete the work 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-14(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 14(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.

15. 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.

16. Extension of Time.

If the work is not completed in time & 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 completion period as may be reasonable but without prejudice to other terms and conditions of the contract.

17. 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 completion of work .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 completion as used in this Clause shall mean the date on which the works are completed in all respect & handed over to the occupants.

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

- i) A Composite Bank Guarantee as per the proforma enclosed at Annexure-VII of the specification for an amounting to ` 50,000.00 (Rupees fifty thousand only), shall be furnished from any Nationalised/ Scheduled Bank to the office of Chief General Manager (CPC), OPTCL within 30 days of issue of work order. The Bank Guarantee shall be executed on non-judicial stamp paper worth of Rs.50/- or as applicable, as per the prevalent rules, valid for a period of 56months from the date of issue of work order for rate contract, 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) No interest is payable on any kind of Bank Guarantee.
- iii) In case of non-fulfillment of contractual obligation as required in the detailed purchase order/specification, the Composite Bank Guarantee shall be forfeited.
- iv) 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.

19. 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.

20. Terms of Payment.

100% value of work order will be paid on completion of work in all respect and verification thereof by the Engineer-in-charge & acknowledgement from the occupants, subject to furnishing of Composite Bank Guarantee or cash deposit for an amounting to 50,000.00 (Rupees fifty thousand only).

21. Penalty for Delay in Completion of Contract.

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

22. 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.

23. 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).

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

- (i) Sales Tax 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.

25. 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.

26. 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.

27. 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. The quoted rates must valid for a period of three years form the date of approval of rates.

28. Evaluation & Comparison of Bids.

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

- (a) Early completion of Work.
- (b) Past track record in 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.

29. Jurisdiction of the High Court of Odisha.

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

30. 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.

31. Official Address of the Parties to the Contract.

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

- (i) **Purchaser:** Sr. General Manager (CPC),
ODISHA POWER TRANSMISSION CORPORATION LTD,

Bhubaneswar-751022.

(ii) **Supplier:**

Address:

Telephone No.

FAX No.

32. 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 unless otherwise qualified for exemption from furnishing of EMD.
- v) 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.
- vi) Tender shall be submitted in one part as specified.
- vii) Tenders shall be accompanied by a list of major works done prior to the date of opening of tender. Data for 4 (four) years would be preferred.
- viii) Incomplete submission of this schedule will make the tender liable for rejection.

33. 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.

34. Scheme/Projects.

The works covered in this Specification shall come under Sr. General Manager(CPC) and Re-wiring & earthing of different types of quarters at different qrs. of OPTCL. The rates will remain valid for execute the works for three years. The details work order will issue after receipt of complains from the occupants & inspection thereof by the Engineer-in-charge from time to time.

SECTION-IV

LIST OF APPROVED MAKE OF THE ELECTRICAL ITEMS TO BE USED

| Sl. No. | Description Of Item | Make |
|----------------|---|--|
| 1. | GALVANISED BOXES OF APPROPRIATE SIZES | AS APPROVED BY OPTCL |
| 2. | PAINO TYPE SWITCH & PAINO TYPE 5PIN SOCKET, 32AMP KIT KAT FUSES, CEILING ROSE, ANGLE HOLDER, BATTEN HOLDER OF WHITE COLOUR MATCHING WITH COLOUR OF SWITCHES. | ANCHOR / CONA / INDO ASIAN OR AS APPROVED BY OPTCL |
| 3. | 6 AMPS/240 VOLTS , 400W ELECTRONIC POSITIONAL STEP WISE SOCKET TYPE FAN REGULATOR / CALL BELL/ BELL PUSH / INDICATOR | ANCHOR / INDO ASIAN / CONA OR AS APPROVED BY OPTCL |
| 4. | SINGLE CORE P.V.C. INSULATED AND UNSHEATHED WIRES OF ALUMINUM CONDUCTOR OF 1100 VOLTS GRADE OF VARIOUS SIZES WITH APPROVALS FROM BIS (ISI MARK), FIA, TAC AND ISO 9002. | JOSHI / POLYCAB / ANCHOR/ L & T/ HAVELLS OR AS APPROVED BY OPTCL |
| 5. | BAKELITE COVER OF WHITE COLOUR | HYLAM OR AS APPROVED BY OPTCL |
| 6. | 230V DP MAIN SWITCH / KIT KAT FUSES | ANCHOR / CONA / JJ OR AS APPROVED BY OPTCL |
| 7. | CABLE SOCKETS / BOTTLE SOCKETS | DOWELLS OR AS APPROVED BY OPTCL |
| 8. | PVC PIPE / POLYTHINE PIPE (EXTRA SUPER QUALITY) | KINGEL / JAGATPUR , ORISSA OR AS APPROVED BY OPTCL |
| 10. | SCREWS | CADMUM / BRASS/ STEEL |
| 10. | MCB/RCB/MCCB | L&T,ABB/SIMENS/MDS/ HAVELLS/ |
| 11. | G.I.EARTHING PIPE | TATA /JINDAL |

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:

1. The electrical work will be carried out in accordance with the General Specifications 1972 with amendments upto date for electrical works in Government Buildings while complying in all respects with the requirements of the latest Indian Electricity Rules in force at the time of execution.
2. 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.
3. If any minor alterations are found necessary, the contractor shall do the same within the tendered rates.
4. The work shall be carried out in the best workman like 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.
5. 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 take instructions from the Engineer-in-charge.
6. 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.
7. 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 Engineer-in-charge.
8. 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.
9. All tender rates will include the cost of materials, erection, connections, labour, supervision, tools, plant, transport, all taxes except service tax, contingencies, breakage, wastage, sundries, scaffolding, maintenance of installation for one year etc. i.e they should be for an item complete in all respects.
10. 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. Contractor shall possess valid electrical contractor's license issued by the inspectorate of the government.

11. Sample of materials 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.

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 the liable for damages if any , by the employers.
- c) The contractor shall consult the Architect / Engineer-in-charge and draw up a time schedule 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.
- d) Earth Resistance 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 Engineer-in-charge.

TECHNICAL SPECIFICATION:

1. PVC CONDUITS / POLYTHENE PIPE:

These shall be hot extruded pipes made from rigid 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 taken to ensure even wall thickness throughout. The bends shall be properly and concentrically bellied for at 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.

2. 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.

3. 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 shall be completely concealed and covered with hylam covers flush with plaster work. These boxes will be as few as possible. All the G.I. boxes shall have metal on all sides except in front.

4. G.I. SWITCH BOXES:

a) 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 ¼" 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/ Polythene) 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.

5. 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.

6. CABLES:

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

7. 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 PVC insulated Al. wire or as specified against each item.
- e) The light plug points shall be complete with 3 pin 5 A plug flush type socket and switch enclosed in an G.I. Box with the controlling switch as required and the third pin shall be earthed with 1.0sqmm PVC insulated Al. wire as mentioned in the schedule of quantity as earth wire. The earthing wire will run to each point of the building.
- f) The fan point shall have a provision in the switch box for mounting the regulators, unless directed otherwise preferably size: 10" x 5"x2".
- 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.

8. 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.

9. 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.: The length of the GI pipe will be 40mm dia with 12mm perforated hole with a distance of 300. approximately 25kgs of salt & two bags of charcoal / coal dust are required for each earthings. The GI flat of size 25X3mm will connected through the GI earthing pipe to the building.. the No.6 SWG GI wire will run from the GI flat to the main switch for earthing.
- B) Plate earth electrode

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 G.I in case of G.I 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 aluminum 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:

1. CONSTRUCTION:

Switch boards shall be of sheet steel cubicle, indoor, 50mm height, painted with one coat of red oxide & one coat of gray paint. The design shall be totally enclosed, completely dust and vermin proof. The sheet steel used shall be 2mm thick gauge.. 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 equipments associated with outgoing circuits. The board should be used in concealed manner.

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, contactors etc shall be as specified. Outgoing feeders shall be neatly arranged in different compartments. A separate feeder should be arranged for individual rooms.

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. 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.

4. CABLE ENTRY:

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

5. INSTRUCTION TO THE CONTRACTOR:

- A) All types boards are to fixed in full/ half concealed manner.
- B) The PVC saddles are to be fixed at a distance of 300mm.
- C) The contractor shall supply all materials, labour, T & P for successful erection, testing & commissioning of the wiring of quarters. All costs should be inclusive. The contractor should test the earth resistance after completion of each earthing with digital earth megger..
- D) The cement quality shall be matching to ISS & make – ACC / Konark or Ultratech of Grade – 53.
- E) All PCC & RCC shall be 1:2:4.
- F) Mud matting shall be 1:3:6.
- G) All plastering shall be of 1: 5 ratio.

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 ODISHA POWER TRANSMISSION CORPORATION LTD. and for the sum as applicable to me/us per Clause-19 of Section – II of this Specification within 15 days of issue of Letter of intent/Purchase order failing which I/We clearly understand that the said Letter of intent/Purchase order will be liable to be withdrawn by the Purchaser.
Signed this _____ day of _____ 20_____

Yours faithfully,

Signature of Tenderer
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 | Work 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. (As per Clause – 9 of the section –II) | Yes/No |
| 4 | Commencement of work: Rate of delivery per month | |
| 5 | Guarantee: Whether agreeable to OPTCL's terms (As per Clause – 17 of Section –II) | Yes/No |
| 6 | Whether agreeable to furnish Security Deposit in case his tender be successful. (As per Clause –19 of Section –II) | 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 –20 of Section –II) | Yes/No |
| 9 | Nature of Price: Firm | Yes/No |
| 10 | Penalty: Whether agreeable to OPTCL's terms or not (As per Clause –21 of Section –II) | Yes/No |
| 11 | Whether PAN Xerox/STCC/P&L A/C. for the required period are furnished as per Clause-24 of Section –II | Yes/No |
| 12 | Validity: - Whether agreeable to OPTCL's terms or not. (As per Clause – 27 of Section –II) | Yes/No |
| 13 | Whether materials are ISI/ISO marked | Yes/No |

Place _____

Date _____

Signature of the Tenderer
With Seal of the Company

ANNEXURE – III

SCHEDULE OF QUANTITY AND COMPLETION OF WORK

| Sl. No | Description | Quantity Required | Desired Delivery | Destination. |
|--------|--|-------------------|-------------------|---|
| 1. | Concealed / Surface Re-wiring of various types of quarters at OPTCL Colony at Bhoi nagar, Chandrasekharpur & SLDC. | As per Work Order | Within One month. | OPTCL Quarters / Offices at Bhubaneswar |

NB : The details work order will be issued after inspection & complain received from the occupants .

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

SCHEDULE OF PRICE.

ANNEXURE – A

| SL. NO | DESCRIPTION OF WORK | UNIT | RATE (.)in fig & words |
|--------|--|-----------|------------------------------|
| 1 | Concealed/ Surface wiring to light point in 20mm dia Polythene / PVC conduit heavy duty ISI marked, conforming to IS 9537 / 1983 part – III with 2.5 sqmm PVC insulated, PVC sheathed single core Al. wire of approved make and earth continuity in 1.0 sqmm dia PVC insulated, PVC sheathed single core Al. wire with G.I switch board of appropriate sizes including provision of earth screw, with 3mm thick bakelite / Phenolic laminated front cover fixed with steel screw including supply & fixing of 6A, 250V, flush type switch and ceiling rose as specified mounted on G.I circular box having front bakelite cover complete with all accessories & Connections . | Per Point | |
| 2 | Concealed/ Surface wiring to Fan point in 20mm dia Polythene / PVC conduit heavy duty ISI marked, conforming to IS 9537 / 1983 part – III with 2.5 sqmm PVC insulated, PVC sheathed single core Al. wire of approved make and earth continuity in 1.0 sqmm dia PVC insulated, PVC sheathed single core Al. wire with G.I switch board of appropriate sizes including provision of earth screw, with 3mm thick bakelite / Phenolic laminated front cover fixed with steel screw including supply & fixing of 6A, 250V, flush type switch and ceiling rose as specified mounted on GI circular box having front bakelite cover complete with all accessories & Connections . | Per Point | |
| 3 | Concealed/ Surface wiring to 6A Plug point on <u>Separate board</u> in 20mm dia Polythene / PVC conduit heavy duty ISI marked, conforming to IS 9537 / 1983 part – III with 2.5 sqmm PVC insulated, PVC sheathed single core Al. wire approved make and earth continuity in 1.0 qmm dia PVC insulated, PVC sheathed single core Al. wire with G.I switch board of appropriate sizes including provision of earth screw, with 3mm thick bakelite / Phenolic laminated front cover fixed with steel screw including supply & fixing of 6A, 250V, flush type switch & socket of approved make, mounted on G.I box having front bakelite cover complete with all accessories & Connections . | Per Point | |
| 4 | Supply and fixing of 5 pin, 6Amp, 250V flush type socket and 6 Amp 250V flush type switch of above specification on <u>existing board</u> complete with all accessories & Connections. | Each | |
| 5 | Concealed/ Surface wiring to call bell / buzzer point in 20mm dia Polythene / PVC conduit heavy duty ISI marked, conforming to IS 9537 / 1983, Part – III with 2.5 sqmm PVC insulated, PVC sheathed single core Al. wire of approved make and earth continuity in 1.0 sqmm PVC insulated, PVC sheathed single core Al. wire with G.I switch board of appropriate sizes including provision of earth screw with 3mm thick bakelite / Phenolic laminated front cover fixed with steel screw including supply & fixing of 6A, 250V, flush type bell push and ceiling rose of approved make having front bakelite cover with all accessories & Connections . | Per Point | |

| SL. NO | DESCRIPTION OF WORK | UNIT | RATE (.)in fig & words |
|--------|--|-----------|---------------------------|
| 6 | Supply & fixing of 16/6A plug & switch (Separate) with 4.0 sqmm PVC insulated, PVC sheathed single core Al. wire of approved make and earth continuity in 1.0 sqmm PVC insulated, PVC sheathed single core Al. wire with G.I switch board of appropriate sizes including provision of earth screw, with 3mm thick bakelite / Phenolic laminated front cover fixed with steel screw including supply & fixing of 16/6A, 250V, flush type plug socket of approved make and 16A, 250V, flush type switch of approved make having front bakelite cover complete with all accessories & Connections . | Per Point | |
| 7 | Concealed/ Surface wiring to submain with 2 x 2.5 sqmm 1.1KV PVC insulated, PVC sheathed single core Al. wire of approved make and earth continuity in 1.0 sqmm 1.1KV PVC insulated, PVC sheathed single core Al. wire in 20mm dia rigid PVC Conduit heavy-duty of approved make & Complete with all accessories & Connections . | Per Mtr. | |
| 8 | Concealed/ Surface wiring to submain with 2 x 4.0 sqmm 1.1KV PVC insulated, PVC sheathed single core Al. wire of approved make and earth continuity in 1.5 sqmm 1.1KV PVC insulated, PVC sheathed single core Al. wire in 20mm dia rigid PVC Conduit heavy-duty of approved make & Complete with all accessories & Connections . | Per Mtr. | |
| 9 | Concealed/ Surface wiring to submain with 2 x 6.0 sqmm 1.1KV PVC insulated, PVC sheathed single core Al. wire of approved make and earth continuity in 1.5 sqmm 1.1KV PVC insulated, PVC sheathed single core Al. wire in 20mm dia rigid PVC Conduit heavy-duty of approved make & Complete with all accessories & Connections . | Per Mtr. | |
| 10 | Supply & fixing of 63 A 240V ICDP / MCDP main switch with single fuse unit and neutral bar mounted on porcelain base, approved make to be fixed on metallic board of appropriate sizes including provision of earth screw and painted with one coat of red oxide and two coats of D.A gray with 3mm thick bakelite / phenolic laminated front cover fixed with steel screws complete with all accessories and connections including earth connection. (Anchor/ Cona Make) | Each | |
| 11 | Supply & fixing of 32 A , 240V MCDP main switch with single fuse unit and neutral bar mounted on porcelain base, approved make to be fixed on metallic board of appropriate sizes provision of earth screw with 3mm thick bakelite / phenolic laminated front cover fixed with steel screws complete with all accessories and connections including earth connection. (Anchor/ Cona Make) | Each | |
| 12 | Supply & fixing of B.D.B. 3 Way with 240V 32A Cutout to be fixed on G.I board of appropriate sizes including provision of earth screw and with 3mm thick bakelite / phenolic laminated front cover fixed with steel screws complete with all accessories and connections including earth connection. (Anchor/ Cona | Each | |

| | Make) | | |
|--------|---|------|---------------------------|
| SL. NO | DESCRIPTION OF WORK | UNIT | RATE (.)in fig & words |
| 13 | Supply & fixing of B.D.B. 2 Way with 240V 63A Cutout to be fixed on G.I board of appropriate sizes including provision of earth screw and with 3mm thick bakelite / phenolic laminated front cover fixed with steel screws complete with all accessories and connections including earth connection. (Anchor/ Cona Make) | Each | |
| 14 | Supply & fixing of B.D.B. 4 Way with 240V 32A Cutout to be fixed on G.I board of appropriate sizes including provision of earth screw and with 3mm thick bakelite / phenolic laminated front cover fixed with steel screws complete with all accessories and connections including earth connection. (Anchor/ Cona Make) | Each | |
| 15 | Supply & fixing of B.D.B. 4 Way single pole and neutral, sheet steel, MCB distribution board (Single Door)250V, 6Amp to 32Amp MCB on recess, complete with tinned copper bus bar, neutral busbar, earth bar, din bar, detachable gland plate, interconnections, phosphatized and powder painted including earthing etc as required. (Legrand make) | Each | |
| 16 | Supply & fixing of B.D.B. 6 Way single pole and neutral, sheet steel, MCB distribution board (Single Door)250V, 6Amp to 32Amp MCB on recess, complete with tinned copper bus bar, neutral busbar, earth bar, din bar, detachable gland plate, interconnections, phosphatized and powder painted including earthings etc as required. (Legrand make) | Each | |
| 17 | Supply & fixing of approved make Angle holder / Batton holder without bulb & with sheds, complete with all accessories and connections including earth connection. (Anchor/ Cona Make) | Each | |
| 18 | Supply & fixing of approved make socket type Stepwise Fan Regulator (Anchor/ Cona), complete with all accessories and connections including earth connection. | Each | |
| 19 | Supply & fixing of approved make Dingdong type / Parrot type bell (Anchor/ Cona) , complete with all accessories and connections. | Each | |
| 20 | Supply & fixing of approved make Buzzer (Anchor/ Cona) , complete with all accessories and connections. | Each | |
| 21 | Supply & fixing of approved make 1X36W outdoor Street light CFL fitting with lamp & 25mm GI pipe for mounting on wall, complete with all accessories and connections. (Philips/ PAC/ Havells/ CG) | Each | |

| SL. NO | DESCRIPTION OF WORK | UNIT | RATE (.)in fig & words |
|---------|---|------|---------------------------|
| 22 a | Supply & fixing of standard earthing : a)Confirming to IS 3043 /1987 including supply & fixing of 38mm/ 40mm dia medium duty (IS marked) G.I. pipe 3.0 mtrs long. The pipe shall have 12mm dia perforated holes at 20 cm interval centre to centre upto 2.5 mtrs height from the bottom, upper end fitted / welded G.I. clamp of size 40 x 6 mm with two nos of hole for each side , complete with masonry work for earth pit chamber and S/F of RCC top cover of size 60cm x 60cm x 5 cms b) Excavation of earth pit size 0.75 x 0.75 x 3.0 mtr long. The earth pit shall provided alternative layer of charcoal, salt & good earth around the electrode complete with all accessories . | Each | |
| b | Supply & fixing of No. 6 G.I wire from the specified earth busbar to the Main panel board / Main swatch inside the wall at a depth of 30mmby cutting the surface and plaster the cutting portion of wall after laying the wire. Both the end of the G.I wire should be rigidly fixed by G.I. Nuts & Bolts. | Mtr | |
| c | Supply & fixing of 25 x 3mm G.I flat from one earth electrode to the other electrode for inter connection between the electrodes. The connection with the earth electrodes must be rigidly fixed by G.I nuts & Bolts. Supply & fixing of one G.I. flat of size 25 x 3 mm from earth pipe to be terminated to earth busbar of same size at wall surface (inner / outer) . Earth busbar included in the scope of supply. | Mtr | |

(Twenty two items only.)

NB:

- a) Price quoted are including of Taxes & duties but excluding of Service Tax.
- b) The rate quoted should be considered the dismantling of existing wiring & keeping the scrap materials within you if available.

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 ODISHA 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) ODISHA POWER TRANSMISSION CORPORATION LTD. _____ (**Indicate designation of the Purchaser**) An amount not exceeding Rs. _____ to the said OPTCL, without 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, ODISHA 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 reliving us.

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

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

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

9. Not With Standing Clause:

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

2. this Bank Guarantee shall be valid upto.....

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

Dated the _____ Date of _____

Witness : (With signature, name & address)

- 1.
- 2.

For _____
(Indicate the name of Bank)

ANNEXURE – VII

**COMPOSITE BANK GUARANTEE FOR
SECURITY DEPOSIT PAYMENT AND PERFORMANCE**

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

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

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

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

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

2. We (the _____Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the OPTCL stating that the amount claimed is due by way of loss or damage caused to or suffered by the OPTCL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the Contractor's failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due any payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding 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, ODISHA POWER TRANSMISSION CORPORATION LTD. Certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee.

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

5. We, Indian Overseas 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, Indian Overseas Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the OPTCL in writing.
8. We the _____ Bank further agree that this guarantee shall also be invokable at our place of business at Bhubaneswar branch (Indicate the name of the branch) in the state of Odisha.
9. Not With Standing Clause:

1. Our liability under the Bank Guarantee is restricted to `.....
2. this Bank Guarantee shall be valid upto.....
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us at Bhubaneswar branch (Indicate the detail address of the branch) a written claim or demand or before.)

Dated the _____ Date of _____

Witness : (With signature, name & address)

- 1.
- 2.

For _____
(Indicate the name of Bank)

ANNEXURE - VIII

PROFORMA FOR PERFORMANCE GUARANTEE.

1. In consideration of the Chairman-cum-Managing Director, ODISHA POWER TRANSMISSION CORPORATION LTD. (Hereinafter called 'The OPTCL') having agreed to exempt M/s. _____ hereinafter called 'the said Contractor(s) from the demand under the terms & conditions of an agreement No. _____ dated _____ made between _____ and _____ for _____ (hereinafter called 'the said Agreement') for security Deposit for satisfactory performance of materials (as detailed in the said agreement) during the guarantee period (as detailed in the said agreement) and for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said agreement on production of Bank Guarantee for 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, ODISHA POWER TRANSMISSION CORPORATION LTD. Certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly, discharges this guarantee. Unless a demand or claim under the guarantee is made on us in writing on or before the expiry of Eighteen months from the last delivery of materials or Twelve months from its use whichever is earlier we shall be discharged from all liabilities under this guarantee thereafter.

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

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

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

7. We the _____ Bank Limited lastly undertake not to **(Indicate the name of the Bank)**

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

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

9. Not With Standing Clause:

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

2. this Bank Guarantee shall be valid upto.....

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

Dated the _____ Date of _____

Witness : (With signature, name & address)

- 1.
- 2.

For _____
(Indicate the name of Bank)

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

1. In consideration of the Chairman-cum-Managing Director, ODISHA POWER TRANSMISSION CORPORATION LTD (hereinafter called 'The OPTCL') having agreed to allow M/s. _____ (hereinafter called the 'said Contractor(s)', 100% payment on proof of verification of the materials delivered under the terms and conditions of an agreement No. _____ Dated _____ made between ODISHA POWER TRANSMISSION CORPORATION LTD., Bhubaneswar and M/s. _____ for supply of materials (as detailed in the said agreement) and for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for ` _____ (Rupees) _____. We (the _____ Bank) (hereinafter referred to as 'the Bank') do hereby undertake to pay to the OPTCL an amount not exceeding ` _____ (Rupees _____) against any loss or damage caused to or suffered by or would be caused to or suffered by the OPTCL by reasons of any breach by the said Contractor(s) of any of the terms and conditions contained in the said agreement.
2. We (the _____ Bank) do hereby under take to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the OPTCL stating that the amount claimed is due by way of loss or damage caused to or suffered by the OPTCL by reasons of any breach by the said Contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the Contractor(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding 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, ODISHA POWER TRANSMISSION CORPORATION LTD. Certificates that the terms & conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the (Date _____) we shall be discharged from all liability under this guarantee thereafter.
5. We the _____ Bank Limited further agree with the OPTCL that the OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variation, postponement, or extension being granted to the said Contractor(s) or by any such matter or thing what so ever which under the law relating to sureties would but for this provision have effect of so relieving us.
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 the _____ Bank further agree that this guarantee shall also be invokable at our place of business at Bhubaneswar branch (Indicate the name of the branch) in the state of Odisha.

9. Not With Standing Clause:

1. Our liability under the Bank Guarantee is restricted to `
2. this Bank Guarantee shall be valid upto.....
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us at Bhubaneswar branch (Indicate the detail address of the branch) a written claim or demand or before.)

Dated the _____ Date of _____

Witness **:(With signature, name & address)**

- 1.
- 2.

For _____
(Indicate the name of Bank)

