



ଓଡ଼ିଶା ପାୱାର ଟ୍ରାନ୍ସମିଶନ କର୍ପୋରେସନ୍ ଲିଡ

ODISHA POWER TRANSMISSION CORPORATION LTD

OFFICE OF THE SR. GENERAL MANAGER (STORES & SERVICES)

JANAPATH, BHUBANESWAR-751022

TEL NO. 0674-254 7185, FAX NO. 0674-2541106

TENDER SPECIFICATION NO.

SR.G.M. [S&S] - 30 /2016-17

FOR

SUPPLY OF LED LIGHT FITTINGS FOR OPTCL, BHUBANESWAR

**Request for online tender documents:- From dt-30.10.2016 (10.00 Hrs) to dt-22.11.2016(4.00 Hrs)**

**Last date of submission of online tender: - Up to dt-22.11.2016(17.00 Hrs)**

**Opening of bid : - 23.11.2016 (11.30 Hrs)**



## ଓଡିଶା ପାଞ୍ଚା ଶକ୍ତି ବିକାଶ କର୍ପୋରେସନ୍ ଲିମିଟେଡ୍

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

### **TENDER NOTICE NO. SR.G.M. [S&S] - 30 /2016-17**

For and on behalf of Odisha Power Transmission Corporation invites sealed e-tenders **in single-part bidding system** for the works as mentioned below, duly super scribed with Tender Specification No. & Date of opening, from reputed manufacturer for Supply of various types of LED light fittings for OPTCL, Bhubaneswar, Odisha.

| Tender Specification No.           | Description of Work   | Earnest Money Deposit (in `) | Cost of Tender specification docume | Last Date of receipt of Tender. | Date of opening of Tender. |
|------------------------------------|---|------------------------------|-------------------------------------|---------------------------------|----------------------------|
| <b><u>Sr.GMS- 30 / 2016-17</u></b> | Supply of various types of LED light fittings for OPTCL, Bhubaneswar, Odisha.(Make: Philips/Havells/CG) | 17,000.00                    | 6000/- + 5% VAT                     | 22.11.2016 upto 1.00PM          | 23.11.2016 at 4.00PM       |

**The bidders can view the tender documents from [www.optcl.co.in](http://www.optcl.co.in) website free of cost.**

(i) The bidders who want to submit bid shall have to pay the tender cost for the package (As mentioned in TENDER SCHEDULE, non-refundable which is inclusive VAT @ 5%), in the form of Demand draft only, drawn in favour of the “GM,Stores Circle,OPTCL”, payable at Bhubaneswar.

(ii) The bidders shall have to submit the non-refundable tender processing fee (As mentioned in TENDER SCHEDULE, *which is inclusive of service tax@15.00%*) in the form of **e-payment mode only**.

( *NOTE: For tender processing fee to K.S.E.D.C. Ltd. Bangalore, the bidder can use various modes of e-payment facility available through Tender wizard Portal, i.e. by Credit Card, Debit Card, Net Banking*).

(iii)The bidders shall scan the Demand Draft / Bank guarantee, towards **EMD** and **Tender Cost** against the tender and upload the same in the prescribed form in .gif or .jpg format in addition to sending the original as stated above.

The prospective bidders are advised to register their user ID, Password, company ID from website

[www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) by clicking on hyper link “**Register Me**”.

Any clarifications regarding the scope of work and technical features of the project can

be had from

the undersigned during office hours.

Interested bidders may visit OPTCL's official web site [www.optcl.co.in](http://www.optcl.co.in) or [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) for detail specification.

Any addendum / corrigendum to this e-Tender Notice shall be uploaded in the **website** only.

**SENIOR GENERAL MANAGER (S&S)**



**ଓଡିଶା ପାୱାର ଟ୍ରାନ୍ସମିଶନ କର୍ପୋରେସନ୍ ଲିମିଟେଡ୍**

**ODISHA POWER TRANSMISSION CORPORATION LIMITED**

REGD OFFICE : JANAPATH , BHUBANESWAR-751022, PH- 0674- 2547185, Fax: 2540016

OFFICE OF SR.GENERAL MANAGER(S&S),GROUND FLOOR,FINANCE BUILDING,BHOINAGAR,BHUBANESWAR-22

email: [sto.cle.bbs@optcl.co.in](mailto:sto.cle.bbs@optcl.co.in), Website: [www.optcl.co.in](http://www.optcl.co.in), CIN: U40102OR2004SGC007553

EMC-173 /2016

/Dated.

**e- TENDER CALL NOTICE NO. SR.G.M. [S&S] - 30 /2016-17**

For and on behalf of Odisha Power Transmission Corporation Ltd., Sr.G.M. (S&S.) invites sealed tender from authorised dealers for Supply of various types of LED light fittings for OPTCL, Bhubaneswar, Odisha.(Make: Philips/Havells/CG).The interested suppliers would be required to enroll themselves on the tender portal [http:// www.tenderwizard.com/ OPTCL](http://www.tenderwizard.com/OPTCL) from [dt.30.10.16 \(10.00Hrs\) upto dt. 22.11.16](http://www.tenderwizard.com/OPTCL) and may visit OPTCL's website <http://www.optcl.co.in> OR [www.tenderwizard.com/ OPTCL](http://www.tenderwizard.com/OPTCL) for details enquiry.

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.

**NB:-**All subsequent addendum/Corrigendum to the tender shall be hosted in OPTCL's official web site [www.optcl.co.in](http://www.optcl.co.in) and [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) only.

**For and on behalf of OPTCL**

**SR. GENERAL MANAGER [S&S]**

CC to

1. CGM(O&M),OPTCL for kind inf.
2. CGM(F),OPTCL for kind inf.
3. CGM(IT),OPTCL for kind inf. & n/a.He is requested to host the tender in the OPTCL website after down loaded the tender specification from the tender wizard
4. DGM,EHT Stores division,OPTCL for inf. & n/a.



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**VOLUME-I**  
**Section – I**

**INVITATION FOR BID**

**SALIENT FEATURES OF THE TENDERS**

| SL. NO. | DESCRIPTION                                       | SCHEDULE   |
|---------|---|--|
| 1.      | Tender Notice No.                                 | <b><u>SR.G.M. [S&amp;S] - 30 /2016-17</u></b>  |
| 2       | Tender For  | Supply of various types of LED light fittings for OPTCL, Bhubaneswar, Odisha.(Make: Philips/Havells/CG)  |
| 3       | Cost of Tender document                           | Rs 6300/- ( <i>Rupees Six thousand three hundred only.</i><br>(To be paid in shape of DD, in favour “ Electrical Stores Circle, OPTCL,Bhubaneswar,Payble at Bhubaneswar  |
| 4       | Estimated Cost of Tender                          | Rs. 17.0 Lakhs   |
| 5       | Bid security in INR (EMD)                         | Rs 17,000.00 ( <i>Rupees Seventeen thousand</i> ) only.  |
| 6       | Tender processing fee                             | Rs 2290/- ( <i>Rupees Two thousand two hundred ninety</i> ) only. (To be paid K.S.E.D.C.Ltd, Bangalore on e-payment mode. <b>NOTE: For tender processing fee the bidder can use various modes of e-payment facility available through Tender wizard Portal, i.e. by Credit Card, Debit Card, Net Banking).</b> |
| 7       | Free view of tender document                      | FROM : 30.10.2016 , 10.00AM onwards  |
| 8       | Issue of bid document                             | FROM : 30.10.2016 , 10.01AM onwards  |
| 9       | Last date and time of receipt of bid.<br>(online) | UP TO 30.10.2016, 05.00PM  |
| 10      | Opening of bid                                    | ON Dt 22.11.2016, 11.00 AM   |

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### **1. SUBMISSION OF BIDS:**

#### **MODE OF SUBMISSION OF BID:-**

- (A)** (i) The bidder shall submit the bid in Electronic Mode only i.e. in [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) portal. The bidder must ensure that the bids are received in the specified website of the OPTCL by the date and time indicated in the Tender notice.
- (ii) Bids submitted by telex/telegram will not be accepted.
- (iii) The OPTCL reserves the right to reject any bid, which is not submitted in electronic mode and according to the instruction, stipulated above.

#### **(A-I) PARTICIPATION IN e-TENDER:-**

##### **ACQUISITION OF DIGITAL SIGNATURE CERTIFICATE**

- (i) For all the users it is mandatory to procure the Digital Signatures of **Class III** only.
- (ii) Bidders / Suppliers are requested to follow the below steps for registration.

##### **(A-2) REGISTRATION IN TENDER WIZARD PORTAL**

- (i) Log in [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) Click "Register", fill the online registration Form.
- (ii) Payment for an amount of Rs. **2290/-** shall be made to KSEDCL, Bangalore for vendor registration in tender wizard portal in **e-payment** mode only.

The bidders/supplier who have already registered in e-tendering site of OPTCL, they need not to pay the registration amount KSEDCL again for this tender.

- (iii) As soon as the verification is being done the e-tender user id will be enabled/provided.

##### **(A-3) ON LINE REQUEST FOR e-tender DOCUMENTS.**

After viewing Tender Notification in [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) if bidder intends to participate in tender, he has to use his e-tendering User Id and Password which has been received after registration and acquisition of DSCs (Digital signature certificate). If any Bidder wants to participate in the tender he has to follow the instructions given below.

- (i) Insert the PKI (which consist of your Digital Signature Certificate) in your System. (Note: Make sure that necessary software of PKI be installed in your system).
- (ii) Click / Double Click to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer).

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- (iii) Go to Start > Programs > Internet Explorer. Type [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) in the address bar, to access the Login Screen.
- (iv) Enter e-tender User Id and Password, click on "Go". Click on "Click here to login" for selecting the Digital Signature Certificate. Select the Certificate and enter DSC Password. Re-enter the e-Procurement User Id Password
- (v) Click "Un Applied" to view / apply for new tenders.
- (vi) Click on Request icon for online request. After making the request, bidder has to pay the requisite tender processing fee (as indicated in tender notice) through **e-payment** facility only available in the portal. Bidders will receive the Tender Documents which can be checked and downloaded by following the below steps.
- (vi) Click to view the tender documents which are received by the user. Tender document screen appears.
- (vii) Click "Click here to download" to download the documents.

***NOTE: For vendor registration and payment of tender processing fee to KESDCL, the bidder can use various modes of e-payment facility available through Tender wizard Portal, i.e. by Credit Card, Debit Card, Net Banking.***

### **(B) ONLINE SUBMISSION OF BID**

The bidder has to furnish the **Tender cost and Bid security (EMD)** (**except bid sheets (.xls)**) prior to last date and time of receipt of bids as specified in tender Notice. Tender processing fees is mandatory & to be paid on e-payment mode as stated elsewhere in the document.

#### **(B-1) PROPER FILLING UP OF THE PRICE SCHEDULE:**

The bidder should fill up the Techno commercial and price schedule properly and **fill it in the bid sheets provided in .xls format** and up-load the same without changing the file name. The tender may be rejected if the schedule of price is submitted in incomplete form.

**N.B: The Bid sheets (.xls file) shall be uploaded in [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) portal, prior to online closing of the tender. By no other means price bid shall be accepted for evaluation of tender.**

- (i) After completing all the formalities Bidders will have to submit the tender as specified NIT and they must take care of all instructions. Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not.

**Note down / take a print of bid control number once it displayed on the screen**

- (ii) Tender Opening event can be viewed online.
- (iii) Competitors bid sheets are available in the website for all participated bidders.

### **NOTES:**

**For any e-tendering assistant contact help desk number,  
080- 40482000(Bangalore). OPTCL HELP DESK- 09937140591**

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### **(2) DEAD LINE FOR SUBMISSION OF BIDS**

Soft copy of the bid shall be uploaded through the portal [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) on or **before the online submission time and date as stipulated in the bidding document**. DD towards Tender cost, DD/BG towards Bid Security & **a set of all required documents (except bid sheets)** must be received by OPTCL at the address specified not later than the time and date stated in the tender notification. In the event of the specified date for the submission of bids being declared a holiday for OPTCL, the bids will be received on the next working day as per the time indicated in tender notification.

(ii) OPTCL may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents in accordance with ITB for the reasons specified therein at any time prior to opening of, in which case all rights and obligations of Employer and bidders will thereafter be subject to the deadline as extended.

### **(2-A) LATE BIDS**

(i) Soft part of the bid will not be uploaded on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode. In such case, even if the bidder has submitted the specific documents in hard copy in original (viz., bid security, tender cost & any other document) within the stipulated deadline, its bid shall be considered as late bid. The hard copy submitted [specific documents (viz., bid security, tender cost.))] shall be returned unopened to the bidder.

(ii) Hard copy of the bid security of the bid received by OPTCL after the deadline for submission of bid prescribed by the GTCC will be considered as late bid even if the bidder has uploaded the soft part of the bid within the stipulated deadline. In such a case, the soft part of the bid uploaded on the portal shall be sent unopened to "Archive" and shall not be considered at all any further.

### **(2-B) MODIFICATION AND WITHDRAWAL OF BIDS:-**

(i) Bidder may modify or withdraw its bids through the relevant provisions on the portal [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) **up to due date and time of submission of bid indicated in tender notification.**

(ii) The Bidder's modifications shall be done and submitted as follows:

Modified Electronic form of the bid as per the provision of portal therein.

(iii) Bidder may withdraw its bid through the relevant provisions of portal only.

(iv) **No bid shall be modified/ withdrawn subsequent to the dead line for submission of bids.**

**Withdrawal/modification of bid before the expiry of bid validity shall result forfeiture of Bidder's bid security.**

### **3. Tenders shall be in single Part**

The Tenderers are required to submit the tenders in single part in sealed covers.



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### **4. Opening of Bids.**

- (a) The tender shall be opened in the office of the SR.GENERAL MANAGER(S&S), in presence of such of the Tenderers or their authorized representatives (limited to one person only) on the due date of opening of tender and after scrutiny of the technical particulars and other commercial terms, clarifications as may be required, shall be sought for from the bidders. The Tenderers shall be allowed 15 days time for such activity.
- (b) On receipt of technical clarification the bids shall be reviewed/evaluated and those not in conformity with the technical Specification/qualifying experience, shall be rejected. If any of the technical proposals requires modification to make them comparable, discussion will be held with the participating bidders.
- (c) The bidders are required to furnish sufficient information to the Purchaser to establish their qualification/capability to manufacture and/or supply the materials/perform the work. Such information shall include details of bidder's experience, its financial, managerial and technical capabilities.
- (d) The bidders are also required to furnish details of availability of appropriate technical staff and capability to perform after sales service where applicable. The above information shall be considered during the first stage of scrutiny and evaluation of bids
- (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 materials/equipment at the time of placing orders. Initially the Purchaser may place order for lesser quantity with full freedom to place extension orders for further quantity under similar terms and conditions of the original orders. Order may also be split among more than one Tenderer for any particular item if considered necessary in the interest of the Purchaser.

### **6. Procedure & Opening Time of Tenders:**

Tenders will be opened in the office of the SR. GENERAL MANAGER(S&S), on the specified date and time in presence of such of the Tenderers or their authorized representatives (limited to one person only) in case of each bidders who may desire to be present, at the time of opening the bids. The SR.GENERAL MANAGER(S&S) 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

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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) Soft copy of the bid shall be uploaded through the portal [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) on or **before the online submission time and date as stipulated in the bidding document**. DD towards Tender cost & DD/BG towards Bid Security (**except bid sheets**) must be received by OPTCL at the address specified not later than the time and date stated in the tender notification. In the event of the specified date for the submission of bids being declared a holiday for OPTCL, the bids will be received on the next working day as per the time indicated in tender notification. Tenders received after due date and time shall be returned un-opened.

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

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

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

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

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

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

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

- (i) No adjustment towards Earnest Money Deposit shall be permitted against any outstanding amount with the OPTCL.
- (ii) 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

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security money referred to at Clause-19 of section . II. Suits if any, arising out of this Clause shall be filed in a Court of law to which the jurisdiction of high court of Orissa extends.

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

Tenders not accompanied by Earnest Money shall be summarily rejected.

### **12. Validity of the Bids**

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

13. **PRICE** Tenderers are requested to quote FIRM price only.

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

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

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

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

### **16 (A). Documents to Accompany Bids**

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

- (i) The Electronic Form/Template of the bid for First Envelope (Techno óCommercial bid), as available on the portal, shall be duly filled.
- (ii) Attachments óScanned copy of documents in support of meeting the Minimum qualifying requirement of the tender (both technical and financial, files named as 1.pdf to 8.pdf and so on).

**(B)** The List of following documents shall be scanned & uploaded on the portal (as the part of First Envelope) as per table given below:

- (I) Declaration Form. (As per Annexure . I)

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- (iii) Earnest Money /Documents in support of exemption from Earnest Money Deposit if any.(As per Annexure-VI).
- (iii) Copies of latest type test certificate of materials/equipments offered. (Type tests should have been conducted within 5 years prior to the dated tender opening and not earlier).
- a. List of orders executed for similar items during preceding four years indicating the customer's name & P.O. copies.
  - b. Data on past experience as per Clause-7 of Section . II of the Specification.
  - c. Sales Tax, Income Tax clearance certificates, for the previous year.
  - d. Audited Balance Sheet & Profit Loss Accounts for the previous two years.
  - e. Schedule of quantity and delivery in the prescribed proforma vide Annexure-III.
  - f. Orders in hand to be executed.
  - g. Abstract of Price Components, as per Annexure-IV.
  - h. Schedule of prices in the prescribed proforma as per Annexure . V.

17. **Conditional Offer**

Conditional offer shall not be accepted.

18. **General**

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

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

### **SECTION - II**

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

1. **Scope of the Contract**

The scope of the contract shall be to Supply of various types of LED light fittings for OPTCL, Bhubaneswar, Odisha.(Make: Philips/Havells/CG)and rendering service in accordance with the enclosed **Technical Specification** and bill of quantity/materials.

2.0 **Definition of Terms**

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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, Stores Circle OPTCL,Bhubaneswar for & on behalf of ORISSA POWER TRANSMISSION CORPORATION LTD., Bhubaneswar.
- 2.2 ~~The~~ Engineer+shall mean the engineer appointed by the Purchaser for the purpose of this contract.
- 2.2 ~~Purchaser's~~ Representative+ shall mean any person or persons or consulting firm appointed and remunerated by the Purchaser to supervise, inspect, test and examine workmanship and materials of the equipment to be supplied.
- 2.3 ~~The~~ Contractor+shall mean the Bidder whose bid has been accepted by the Purchaser and shall include the Bidders~~q~~executives, Administrators, Successors and permitted assignees.
- 2.4 ~~E~~quipment+shall mean and include all machinery, apparatus, Materials, articles to be provided under the contract by the Contractor.
- 2.5 ~~C~~ontract Price+ shall mean the sum named in or calculated in accordance with the provisions of the contract as the ~~C~~ontract 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 ~~G~~eneral 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 ~~M~~onth+shall mean ~~C~~alendar month+.
- 2.9 ~~W~~riting+shall include any manuscript, type written, printed or other statement re-production in any visible form and whether under seal or under hand.
- 2.10 ~~F~~.O.R. Destination Costs+shall mean the cost of equipment and material at the consignee~~s~~ stores. The cost is exclusive of Excise duty, Sales Tax and other Local Taxes, but is inclusive of packing, forwarding and insurance and freight charges.
- 2.11 The term ~~C~~ontract 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.

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### **4. Inspection and Testing**

- i) **The contractor will conduct the statutory inspection by the Electrical inspector from ELBO, Bhubaneswar at their own cost after completion of installation, commissioning & testing of Elevator. The required inspection fee will be deposited by the firm accordingly.**
- ii) Where the contract provides for test on the Premises of the Contractor or of any of his Sub-Contractors, the Contractor shall provide such assistance, labour, materials, electricity, fuel and instruments as may be required or as may be reasonably demanded by the Purchaser's representative to carry out such test effectively & efficiently. The Contractor is required to produce Routine Test Certificate before offering their materials for inspection.
- iii) After completion of the tests, the Purchaser's representative shall forward the test results to the Purchaser. If the test results are satisfactory, the purchaser shall communicate the same to the Contractor in writing. The Contractor shall provide at least three copies of the test certificates to the Purchaser.
- iv) The Purchaser has the right to have the tests carried out at his own cost by an independent agency whenever there is a dispute regarding the quality of supply.

### **5. Training Facilities**

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

### **6. Rejection of Materials**

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

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

### **7. Experience of Bidders :**

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

## **ODISHA POWER TRANSMISSION CORPORATION LTD**

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- i) Name of the Manufacture.
- ii) Standing of the firm and manufacture of equipment quoted:
- iii) Description of equipment similar to the quoted, supplied and installed during the last four years with the name(s) of the party(s) to whom supplies were made:
- iv) Details as to where installed etc:
- v) Testing facilities at manufacturer's works:
- vi) If the manufacturer is having collaboration with another firm(s) details regarding the same.
- vii) A list of Purchase orders executed during the last four years along with user's certificate.
- viii) Equipment capability & upto calibration certificate(s) .

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

8. **Language and Measures**

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

9. **Deviation from Specification**

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

A list of deviation shall be enclosed with the Tender. Unless deviation in scope, technical and commercial stipulations are specifically mentioned in the list of deviations, it shall be presumed that the Tenderer has accepted all the conditions stipulated in the tender Specification, notwithstanding any exemptions mentioned therein.

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

The Purchaser reserves the right either to reject or to accept any or all tenders if the situation so warrants in the interest of the Purchaser. Orders may also be split up between different Tenderers on individual merits of the Tenderer. The Purchaser has exclusive right to alter the quantities of materials at the time of placing final Purchase order. After placing of the order, the Purchaser may defer the delivery of the materials. It may be clearly understood by the Tenderer that the Purchaser need not, assign any reason for the above action(s).

11. **Contractor to inform himself fully**

The Contractor shall examine the instructions to Tenderers, General Conditions of contract, Specification and the Schedules of Quantity and delivery to satisfy himself as to all terms and conditions and

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circumstances affecting the contract price. He shall quote price(s) according to his own views on these matters and understand that additional allowances except as otherwise provided therein will be levied. The Purchaser shall not be responsible for any misunderstanding or incorrect information obtaining by the Contractor other than the information given to the Contractor in writing by the Purchaser.

12. **Patent Rights Etc.**

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

13. **Delivery**

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

14. **Despatch instructions.**

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

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

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

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

- i) The Purchaser may, upon written notice of default to the Contractor, terminate the contract in circumstances detailed hereunder.
  - (a) If in the judgement of the Purchaser, the Contractor fails to make delivery of equipment within the time specified in the contract or within the period for which extension has been granted by the Purchaser in writing in response to written request of the Contractor.



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(b) If in the judgment of the Purchaser, the Contractor fails to comply with any of the provisions of this contract.

- ii) In the event Purchaser terminates the contract in whole or in part as provided in Clause-15(i) of this section, the Purchaser reserves the right to purchase upon such terms and in such a manner as he may deem appropriate equipment/ material similar to those terminated and the Contractor will be liable to the Purchaser for any additional costs for such similar equipment and/or for penalty for delay as defined in Clause-23 of this section until such reasonable time as may be required for the final supply of equipment.
- iii) In the event the Purchase does not terminate the contract as provided in Clause 15(i) of this Section, Contractor shall continue executing the contract, in which case he shall be liable to the Purchaser for penalty for delay as set out in Clause-23 of this Section until the equipment is accepted. This shall be based only on written request of the supplier and written willingness of Purchaser.

**16. Force Majeure:**

The Contractor shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force Majeure such as acts of God, acts of the public enemy, acts of Govt., Fires, Floods, Epidemics, Quarantine restrictions, strikes, Freight Embargo, provided that the Contractor shall within ten (10) days from the beginning of such delay notify the Purchaser in writing of the cause of delay, upon which, the Purchaser shall verify the facts and grant such extension as facts justify.

**17. Extension of Time.**

If the delivery of equipment/materials is delayed due to reasons beyond the control of the Contractor, the Contractor shall without delay give notice to the Purchaser in writing of his claim for an extension of time. The Purchaser on receipt of such notice may agree to extend the contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract.

**18. Guarantee Period.**

- i) The stores covered by this Specification should be Guaranteed for satisfactory operation and against defects in design, materials and workmanship for a period of at least 24 (twentyfour) months from the date of commissioning. The above Guarantee Certificate shall be furnished in triplicate to the purchaser or 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 24 months from the date of commissioning or 30 months from the date of receipt at the Stores after such repair/replacement which ever is earlier.

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

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

A Composite Bank Guarantee as per the proforma enclosed at Annexure-VII of the specification for 10%(Ten percent) of the total FOR Destination cost of the order, shall be furnished from any Nationalised/ Scheduled Bank to the office of Sr.General Manager, Stores Circle OPTCL, Bhubaneswar within 15 (Fifteen) days of issue of purchase order. The Bank Guarantee shall be executed on non-judicial stamp paper worth of Rs.29/- or as applicable, as per the prevalent rules, valid for a period of 20 months from the last date of stipulated delivery period for scrutiny and acceptance, failing which the order will be liable for cancellation without any further written notice. The said Bank Guarantee should be accompanied or followed by a confirmation letter from the concerned Bank, before the Bank Guarantee is accepted and all concerned intimated. The BG should have provision for encashment at BBSR. You are requested to extend the BG as & when required to cover the entire guarantee period.

No interest is payable on any kind of Bank Guarantee.

In case of non-fulfillment of contractual obligation as required in the detailed purchase order/specification, the composite Bank Guarantee/Permanent Registration Fee shall be forfeited.

The Composite/Performance Bank guarantee amount on the full order value shall be deducted from the first claim of the supplies made in cases where no Composite Bank Guarantee/Performance Bank Guarantee is furnished.

**20. 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.

**21. Terms of Payment.**

- a) 100% of the material cost shall be paid on receipt of all materials at site in good condition in complete shape and verification thereof, subject to approval of @10% CP BG & guarantee Certificate by the purchaser.

**22. Penalty for Delay in Completion of Contract.**

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

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only when all its components, parts are also delivered. If certain components are not delivered in time, the equipment will be considered as delayed until such time as the missing parts are delivered.

**23. 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.

**24. 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).

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

- (i) Sales Tax and Income Tax clearance certificates valid upto the date of opening of Tender, should be enclosed with tender.
- (ii) Balance sheet and profit and loss account of the bidder duly certified by the Chartered Accountant for the previous 2 years should be enclosed to assess the financial soundness.

**26. 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.

**27. 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.

**28. 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.

**29. Evaluation & Comparison of Bids.**

- (i) **Weightage shall be given to the following factors in the Evaluation & Comparison of Bids.**
  - (a) Early Delivery.
  - (b) Past track record in delivery of similar items to OPTCL.

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

### **30. Minimum Qualification Criteria of Bidders.**

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

### **31. Jurisdiction of the High Court of Odisha.**

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

### **32. Correspondences.**

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

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

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

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

### **34. Outright Rejection of Tenders.**

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

- (i) The bidder shall submit the bid in Electronic Mode only i.e. in [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) portal. The bidder must ensure that the bids are received in the specified website of the OPTCL by the date and time indicated in the Tender notice.
- (ii) Bids submitted by telex/telegram will not be accepted.

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(iii) The OPTCL reserves the right to reject any bid, which is not submitted in electronic mode and according to the instruction, stipulated above.

- iv) Tenders shall be accompanied by the prescribed Earnest Money Deposit unless otherwise qualified for exemption from furnishing of EMD., wherever EMD is submitted in shape bank guarantee , it should be kept valid for 240days from the date of opening of tender.
- v) Tender shall be kept valid for a period of 180 days from the date of opening of Tender.
- vi) The schedule of prices should be filled up fully to indicate the break-up of the prices including taxes and duties. Incomplete submission of this schedule will make the tender liable for rejection.
- vii) 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.

### **35. Documents to be treated as Confidential.**

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

### **36. Scheme/Projects.**

The materials/equipments covered in this Specification shall come under capital works of OPTCL.

### **Section-III**

### **TECHNICAL SPECIFICATIONS FOR LED LIGHT FITTINGS FOR VARIOUS OFFICE CHAMBERS OF OPTCL, BHUBANESWAR**

| SL NO | DESCRIPTION OF ITEMS   | UNIT | QUANTITY |
|-------|--|------|----------|
| 1     | 39W LED Ceiling mounted light fitting. Size: 600mmX600mm- Equivalent to RC140B Philips Make (Philips/CG/Havells)                               | No   | 146      |
| 2     | 18W LED T5 Tube light fittings (Philips/CG/Havells)Milk White  | No   | 30       |
| 3     | 18W LED Surface mounted Round light fittings. (Philips/CG/Havells)Milk White   | No   | 100      |
| 4     | 100W LED Street light fittings-IP66 Presure diecast aluminum housing with heat resistant toughened glass with frame. Make (Philips/CG/Havells) | No   | 44       |
| 5     | 10W Round recess mounted projected out tiltable Spot light.LGSR-10W LED, Equivalent to CG. Make (Philips/CG/Havells)                           | No   | 4        |
| 6     | 10W LED Post Top Larteen- Equivalent to Philips-915003448601 Make (Philips/CG/Havells)   | No   | 26       |
| 7     | 40W LED Post top Luminaire-Endura Spring 5- Equivalent to CG make Make (Philips/CG/Havells)  | No   | 4        |

### **ANNEXURE – I**

## **ODISHA POWER TRANSMISSION CORPORATION LTD**

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### **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**

## ODISHA POWER TRANSMISSION CORPORATION LTD

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### PROFORMA FOR PERFORMANCE GUARANTEE.

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

**(Indicate the name of the Bank)**

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

2. We \_\_\_\_\_ Bank Limited do hereby undertake to **(Indicate the name of the Bank)** Pay the amount due and payable under this guarantee without any demur, merely on a demand from the OPTCL stating that the amount claimed is due by way of loss or damaged caused to or would be caused to or suffered by the OPTCL by reasons of any breach by the said Contractor(s) of any of the terms or conditions contained in the said agreement or by reasons of the Contractor's failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding `..\_\_\_\_\_ (Rupees \_\_\_\_\_).
3. We the \_\_\_\_\_ Bank Limited further agree to pay the OPTCL any money so demanded not withstanding any dispute or disputes raised by the Contractor(s)/Suppliers(s) in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto, out liability under this present being absolute and unequivocal.

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

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

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

## ODISHA POWER TRANSMISSION CORPORATION LTD

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

6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the Contractor(s)/Supplier(s).
7. We the \_\_\_\_\_ Bank Limited lastly undertake not to ***(Indicate the name of the Bank)*** revoke this guarantee during its currency except with the previous consent of the OPTCL in writing.
8. We the \_\_\_\_\_ Bank further agree that this guarantee shall also be invocable at our place of business at Bhubaneswar branch (Indicate the name of the branch) in the state of Odisha.

9. Not With Standing Clause:

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

2. this Bank Guarantee shall be valid uptoõ õ õ õ õ õ õ

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)*



# ODISHA POWER TRANSMISSION CORPORATION LTD

## ANNEXURE – III

### PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT PAYMENT AND PERFORMANCE

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

ii) WHEREAS the ODISHA POWER TRANSMISSION CORPORATION LTD a body corporate constituted under the Electricity (Supply) Act, 1948 (hereinafter called ~~the~~ the OPTCL+) has placed orders No. \_\_\_\_\_ date \_\_\_\_\_ (hereinafter called ~~the~~ the Agreement+) on M/s \_\_\_\_\_ (hereinafter called ~~the~~ 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~~ 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.

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

iv) 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.

v) 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.

## **ODISHA POWER TRANSMISSION CORPORATION LTD**

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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.

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

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

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

Date at \_\_\_\_\_ the \_\_\_\_\_ Day of \_\_\_\_\_  
\_\_\_\_\_ Two thousand \_\_\_\_\_

8. We the \_\_\_\_\_ Bank further agree that this guarantee shall also be 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 `õ õ õ õ õ õ õ .

2. This Bank Guarantee shall be valid uptoõ õ õ õ õ õ õ

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 – IV**

## ODISHA POWER TRANSMISSION CORPORATION LTD

### PROFORMA FOR BANK GUARANTEE FOR 100% PAYMENT.

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

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

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

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

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

5. We the \_\_\_\_\_ Bank Limited further agree with the OPTCL that the OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variation, postponement, or extension being granted to the said Contractor(s) or by any such matter or thing what so ever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the Contractor(s)/Supplier(s).
7. This guarantee will not be discharged due to the change in the name, style & constitution of the Bank or the contractors/suppliers.
8. We, (\_\_\_\_\_ Bank) lastly undertake not to revoke this guarantee during its currency except with previous consent of the OPTCL in writing.

This performance Bank Guarantee will remain in force up to \_\_\_\_\_

**ODISHA POWER TRANSMISSION CORPORATION LTD**

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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 – V  
PROFORMA FOR BANK GUARANTEE FORM FOR EARNEST  
MONEY DEPOSIT**

Ref : \_\_\_\_\_ Date : \_\_\_\_\_ Bank Guarantee No: \_\_\_\_\_

## ODISHA POWER TRANSMISSION CORPORATION LTD

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 (S&S) ODISHA POWER TRANSMISSION CORPORATION LTD. \_\_\_\_\_ (**Indicate designation of the Purchaser**)
- An amount not exceeding ₹. \_\_\_\_\_ to the said OPTCL, without any reservation. The guarantee would remain valid up to 4.00 P.M. of \_\_\_\_\_ (date) and if any further extension to this is required, the same will be extended on receiving instructions from the \_\_\_\_\_ on whose behalf this guarantee has been issued.
2. We the \_\_\_\_\_ do hereby, further undertake (**Indicate the Name of the Bank**)
- to the pay the amounts due and payable under this guarantee without any demur, merely on a demand from the OPTCL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the OPTCL by reason of any breach by the said Contractor(s) of any of the terms or conditions or failure to perform said Bid. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹. \_\_\_\_\_.
3. We undertake to pay the OPTCL any money so demanded not withstanding 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.

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9. Not With Standing Clause:

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

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

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)

**ODISHA POWER TRANSMISSION CORPORATION LTD**

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**ANNEXURE – VI**

**SCHEDULE OF QUANTITY AND DELIVERY**

| Sl. No | Description                         | Quantity Required | Desired Delivery  | Destination.   |
|--------|-------------------------------------|-------------------|-------------------|--|
| 1.     | Various types of LED light fittings | 1 Set             | Within one month. | Electrical Maintenance cell, OPTCL, Bhoinagar, Bhubaneswar |

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