



GRIDCO Limited

(A Govt. of Odisha Undertaking) | Web-site: www.gridco.co.in

(Formerly Grid Corporation of Odisha Limited)

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CIN:L40109OR1995SG003960

(DISCOM MONITORING UNIT)

Letter No. GRIDCO/DMU/75/ 635

Date : 08-12-2017

CORRIGENDUM-VIII

Tender Notice No. 1/NES/2017 of NESCO Utility
Tender Notice No. 2/NES/2017 of NESCO Utility
Tender Notice No. 1/WES/2017 of WESCO Utility
Tender Notice No. 2/WES/2017 of WESCO Utility
Tender Notice No. 1/SOU/2017 of SOUTHCO Utility
Tender Notice No. 2/SOU/2017 of SOUTHCO Utility

Following amendments are hereby made in above mentioned Tender Notices.

1. Circler-wise Revised Annualized Input Rate / Rate per Unit (RPU) enclosed.
2. Formats for Performance Bank Guarantee (PBG) & Earnest Money Deposit (EMD) enclosed.
3. The last date of tender submission will be **10.01.2018 at 15.00Hrs.**
4. The due date for opening of the Technical Bid will be **10.01.2018 at 16.00Hrs** and Price Bid of the technically qualified bidders will be opened on a date and time intimated after the technical bid evaluation.


Head (DMU)

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

W.O. No- _____ Date- _____ Scope of Work- _____ Name of DF- _____
To _____

The Administrator, _____ **Utility,** _____
This Guarantee Bond is executed this _____ day of _____ by us the (Name of Bank)
_____ at _____ P. S. _____
Dist _____ State _____ Code No. _____

Whereas _____ Utility, Odisha (here in after called "the Owner") has placed Work Order No. _____ Date _____ (here in after called "the Agreement") with M/s _____ (hereinafter called "the Distribution Franchisee-DF") for (Scope of Work) _____ and whereas _____ Utility has agreed (1) to exempt the DF from making payment of security deposit (2) to release payment to the DF as per agreement and (3) to exempt from performance on furnishing by the DF to the _____ Utility a composite Bank Guarantee of the value of 10% (ten percent) of the Contract price of the said Agreement.

1. Now, therefore, in consideration of _____ Utility having agreed (1) to exempt the DF from making payment of security deposit, (2) to release payment to the DF as per agreement and (3) to exempt from Performance in terms of the said Agreement as aforesaid, We the (Name of Bank) _____, Address _____ (Code No. _____) (here in after referred to as "the Bank") do hereby undertake to pay to the _____ Utility an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by _____ Utility by reason of any breach by the said DF of any of the terms or conditions contained in the said Agreement.

2. We, the (Name of Bank) _____ do hereby undertake to pay the amounts due and payable under the guarantee without any demur, merely on a demand by _____ Utility stating that the amount claimed is due by way of loss or damage caused to or suffered by _____ Utility by reason of any breach by the said DF of any of the terms or conditions contained in the said Agreement or by the reason of any breach by the said DF'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 _____) only.

3. We, the (Name of Bank) _____ also undertake to pay to _____ Utility any money so demanded notwithstanding any dispute or dispute raised by the DF in any suit or proceeding instituted / pending before any court or Tribunal relating thereto our liability under this Agreement being absolute and unrevocable. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the DF shall have no claim against us for making such payment.

4. We, the (Name of 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 it shall continue to remain in force till all the dues of _____ Utility under/or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till _____ Utility certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said DF and accordingly discharge this guarantee and will not be revoked by us during the validity of the guarantee period.

Unless a demand or claim under this guarantee is made on us or with **(Local Bank Name, Address and Code No.)** _____, [Head Quarter of Utility] in writing on or before (Date) _____ we shall be discharged from all liability under this guarantee thereafter.

5. We, the (Name of Bank) _____ further agree that _____ Utility 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 DF and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said DF or for any forbearance act or omission on part of _____ Utility or any indulgence by _____ Utility to the said DF or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

6. The Guarantee will not be discharged due to change in the name, style and constitution of the Bank and or DF.

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

Notwithstanding anything contained herein above.

Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____) only. The Bank Guarantee shall be valid up to (Date) _____ only.

We or our Bank at [Head Quarter of Utility] **(Name & Address of the Local Bank)** are liable to pay the guaranteed amount and any part depending on the filing of the claim thereof under this Bank Guarantee only and only if you serve upon us or our local Bank at [Head Quarter of Utility] a written claim or demand and received by us or by Local Branch at [Head Quarter of Utility] on or before Date _____ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

For _____ (Indicate the name of Bank)

Witness

Executing Bank Manager (name, designation &
Power of Attorney No. / Signing Power No.)

1.

2.

N.B.:

(1) Name of the DF:

(2) No. & date of the Work order / agreement:

(3) Amount of W.O.:

(4) Name of Works:

(5) Name of the Bank:

(6) Amount of the Bank Guarantee:

(7) Name, Address and Code No. of the Local Branch:

(8) Validity period or date up to which the agreement is valid:

(9) Signature with seal of the executants in each page of BG:

(10) Signature of the Constituent Authority of the Bank with seal:

(11) Name & addresses of the Witnesses with signature:

(12) The Bank Guarantee shall be accepted only after getting confirmation from the respective Bank.

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(ON NON-JUDICIAL STAMP PAPER OF Rs.100/-)

To, The Administrator, _____ Utility

Bank Guarantee No:

Dated:

In accordance with invitation to Tender Notice No.----- Dated ----- of _____ Utility for the work of ----
----- (name of the
Work)

M/s _____ Address _____

Wish to participate in the said tender and as required in the said tender a Bank Guarantee for the sum of Rs . _____ (_____ in words) valid for a period of _____ days (in words) is to be submitted.

1. We the _____ [Indicate the Name of the Bank]

[Hereinafter referred to as 'the Bank'] at the request of M/S

_____ [Herein after referred to as

Bidder do hereby unequivocally and unconditionally guarantee and undertake to pay during the above said period, on written request by _____ Utility an amount not exceeding Rs. _____ to the _____

Utility, without any reservation. The guarantee would remain valid up to 4.00 PM of _____ [date] and

if any further extension to this is required, the same will be extended on receiving instructions from M/s

_____ on whose behalf this guarantee has been issued.

2. We the _____ [Indicate the name of the bank] do hereby further

undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the

_____ Utility stating that the amount claimed is due by way of loss or damage caused to or would be caused to

or suffered by the _____ Utility by reason of any breach by the said Bidder of any of the terms or conditions or

failure to perform the 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. _____ (in words)

3. We, the _____ Bank undertake to pay the _____ Utility any money so demanded not withstanding

any dispute or disputes so raised by the Bidder in any suit or proceeding instituted/pending before any Court or

Tribunal relating thereto, our liability under this agreement 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 Bidder shall have no claim against us for making such payment

4. We, the _____ Bank [Indicate the name of the bank] or our local branch at [Head Quarter of Utility] further agree that the guarantee herein contained shall remain in full force and effect during the aforesaid period from ----- to ----- and it shall continue to be so enforceable till all the dues of the _____ Utility under/or by virtue of the said Bid have been fully paid and its claims satisfied or discharged. 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 [Indicate the name of the bank] or our local branch at [Head Quarter of Utility] further agree that the _____ Utility shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Bid or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the _____ Utility against the said Bidder 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 Bidder or for any forbearance act or omission on the part of the _____ Utility or any indulgence by the _____ Utility to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

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

7. We, the _____ Bank or our local branch at [Head Quarter of Utility] lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the _____ Utility in writing.

8. We, the _____ Bank further agree that this guarantee shall also be invokable at our place of business at [Head Quarter of Utility] in the State of Odisha.

Dated -----Day of 20__.

Witness ((Signature, names & address)
name of Bank]

1
2

For _____ [Indicate the

Power of Attorney No. -----

Date: _____

SEAL OF BANK

Note: The non-judicial stamp paper of worth Rs.100/- shall be purchased in the name of the bank, which has issued the bank guarantee.