



**Odisha Rural development and Marketing Society
Panchayati Raj & Drinking Water Department
Government of Odisha**

**DRAFT
TENDER PAPER
FOR
HIRING OF VEHICLE ON MONTHLY AND CALL BASIS**

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ORMAS

**Odisha Rural Development and Marketing Society
Panchayati Raj & Drinking Water Department, Government of Odisha**

Letter No.2701/ ADMN/72/2018

Date:13.12.18

TENDER CALL NOTICE

Sealed Tenders are invited from intending reputed Travel Agencies having GST and PAN for (i) Monthly hiring of Vehicle and (ii) Hiring of Vehicle on call basis to be deployed under ORMAS. The Tender Paper may be downloaded from the website www.ormas.org. The Tender Paper should reach office of ORMAS, SIRD Campus, Unit-VIII, Bhubaneswar-751012 during office hour 10.00 AM to 5.00 PM from 14.12.2018 to 03.01.2019. The last date for submission of Tender Paper is on 03.01.2019 (till 1.00 PM) and the Tender Papers will be opened on the same day at 3.30 P.M. The undersigned reserves the right to cancel the Tender wholly or partially without assigning any reason thereof.

Sd/-
Executive Director
ORMAS

TENDER DATA SHEET

Sl. No.	Particular	Details
1.	Name of the Client	Executive Director, ORMAS, Panchayati Raj & Drinking Water Department, Government of Odisha
2.	Method of Selection	L1 Selection Method (Least Cost Based)
3.	Joint Venture/ Consortium	Not Allowed
4.	Date of Issue of Tender Document	13.12.2018
5.	Last Date and Time for submission of Tender	03.01.2019 (1.00 PM)
6.	Date of opening of Technical Proposal	03.01.2019 (3.30 PM)
7.	Date of opening of Financial Proposal	03.01.2019 (3.30 PM)
8.	Tender Processing Fee (Non-Refundable)	Rs.2000/- (Rupees two thousand) + GST 12% extra only in shape of Banker's Cheque / Demand Draft in favour of "ORMAS, Bhubaneswar" drawn in any scheduled commercial bank payable at Bhubaneswar.
9.	Earnest Money Deposit (EMD) (Refundable)	Rs.20,000/- (Rupees Twenty Thousand) only in shape of Banker's Cheque / Demand Draft in favour of "ORMAS, Bhubaneswar" drawn in any scheduled commercial bank payable at Bhubaneswar
10.	Address for Submission of Tender Paper	The Executive Director ORMAS, SIRD Campus Unit-8, Bhubaneswar, PIN-751012, Odisha.
11.	Mode of Submission of Tender Paper	Speed Post / Registered Post / Dropped in the Tender Box at ORMAS office only to the address as specified above during the office hour only. Submission of Tender through other mode and late Tender will be out rightly rejected.
12.	Place of Opening of Technical & Financial Tender Paper:	Conference Hall of ORMAS, SIRD Campus, Unit-8, Bhubaneswar

For details, please visit: www.ormas.org

SECTION: I
LETTER OF INVITATION

Tender No: _____

Dated: _____

Name of the Assignment: (i) “Monthly hiring of vehicle” and (ii) “Hiring of vehicle on call basis”

1. **Executive Director, ORMAS, Panchayati Raj & Drinking Water Department, Government of Odisha** (The Client) invites sealed Tenders from eligible Tenders (i) Monthly hiring of Vehicle and (ii) Hiring of Vehicle on call basis.
2. An Agency will be selected under **L1 Basis (Least Cost Based)**.
3. The Tender complete in all respect as specified in the Tender Document must be accompanied with a **Non- refundable** amount of **Rs.2,000/- (Rupees Two Thousand only) + GST 12% extra** towards **Tender Processing Fee** in shape of Banker’s Cheque / Demand Draft in favour of **“ORMAS, Bhubaneswar”** drawn in any scheduled commercial bank payable at Bhubaneswar, Odisha failing which the Tender will be rejected.
4. The Tender must be delivered at the specified address as per the Tenderer Data Sheet by **Speed post/ Registered Post / Dropped in the Tender Box** only. The Client shall not be responsible for postal delay or any consequence. Submission of proposal through any other mode will be rejected.
5. All the rates and amounts shall be quoted in Indian Rupees (IR) and shall be presumed to be in Indian Rupees unless specifically permitted to be quoted otherwise in this tender document.
6. Amendments / Corrigendum, if any, would be posted on the ORMAS website www.ormas.org.
7. The last date and time for submission of proposal complete in all respects is **Dt.03.01.2019 (01.00 PM)** and the date of opening of the technical & financial Tender is **Dt.03.01.2019 (03.30 PM)**.
8. This Tender includes following sections:
 - a. Letter of Invitation [**Section – I**]
 - b. Terms and Conditions [**Section – II**]
 - c. Self Declaration Form – [**Annexure – A**]
 - d. Evaluation Form – [**Annexure – B**]
 - e. Detail information of Vehicles and Drivers – [**Annexure – C**]
 - f. Price Bid for monthly hiring of vehicle – [**Annexure – D**]
 - g. Price Bid for Hiring of different Vehicles on call basis – [**Annexure – E**]
 - h. Performance Bank Guarantee – [**Annexure – F**]
9. While all information/ data given in the Tender are accurate within the consideration of scope of the proposed assignment to the best of the Client’s knowledge, the Client holds no responsibility for accuracy of information and it is the responsibility of the Tenderer to check the validity of information/ specifications/ narrations included in this document. The Client reserves the right to accept / reject any/ all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

Sd/-
Executive Director
ORMAS, Bhubaneswar

SECTION – II

TERMS AND CONDITONS

The Tenderers are requested to submit the tender as per the Terms and Conditions given below. The tenders not prepared as per our terms detailed below are liable for rejection.

- 1) The Tender shall be received in two parts in to two separate sealed envelopes.

Part – I : Technical Bid (Qualifying Bid) & Part – II : Financial Bid

The two separate sealed envelopes indicating as above shall be covered in a third envelope super scribing the name of items, tender number, due date of opening of the bid and complete address of the tenderer shall be submitted to the Executive Director, ORMAS, SIRD Campus, Unit-8, Bhubaneswar-751012.

- 2) **Tender Processing Fee (Non-Refundable): Rs.2,000/- (Rupees Two Thousand) + GST 12%** extra only in form of Demand Draft/ Banker's Cheque in favour of ORMAS, Bhubaneswar drawn in any scheduled commercial bank and payable at Bhubaneswar, Odisha failing which the tender will be rejected. The Tender processing fee will be required in all cases either documents collected from ORMAS Office by paying fee or downloaded from website and submitted to ORMAS, Bhubaneswar.
- 3) **E.M.D** : The tender document shall accompany with a Earnest Money Deposit (EMD) without which the tender shall be rejected. The Earnest Money Deposit should be made available in the form of DD/ Banker's Cheque in favour of “**ORMAS, Bhubaneswar**” drawn in any scheduled commercial bank and payable at Bhubaneswar, Odisha along with the sealed covers of Tenders.
 - a) Unsuccessful Tenderer's E.M.D shall be refunded back as promptly as possible, but not later than thirty (30) days after the expiry of the period of Tender validity. The successful Tenderer's E.M.D shall be discharged upon furnishing of the Performance Guarantee on written application. The agency shall not claim interest money on EMD.
 - b) The E.M.D may be forfeited due to following reasons:
 1. If the Tenderer withdraws Tender during the period of Tender validity specified by the Tenderer in the Tender form.
 2. In case the successful Tenderer fails to sign the contract in specified time and / or fails to submit the requisite Performance Bank Guarantee.
- 4) **Tender Price**: The rate and total should be entered both in figures and words and any correction should be attested under the Seals of the Firm. No revision of rates from that originally quoted will be allowed within the validity period. The rate should be quoted at work site inclusive of all taxes and duties as per enclosed Price Tender format. The prices should be quoted in Indian Rupees only.
- 5) **Signing on Tender** : Each page of this tender document should be signed by the Tenderer with seal in token of having read, understood and accepted the terms and conditions of this contract.
- 6) **Eligibility** : The Tenderer should give the following details along with the Tender documents :

1. Previous supply of hired vehicles to any Government /PSU during last three years (proof to be enclosed).
2. GST (GST registration copy to be attached)
3. Whether all vehicles to be engaged are having commercial vehicle permit (proof to be enclosed).
4. Average annual turnover during the last 3 years (2015-16, 2016-17 & 2017-18), ending 31st March of the previous financial year, should be at least Rs.50 Lakh per year. (Proof to be enclosed).
5. Certified Audited Financial Statement of last 3 years (Documents to be attached).
6. The vehicle must be in Road Worthy condition, shall not be more than 3 years old from the date of initial registration, as on last date for submission of bid. The agency must have valid Registration Certificate, Insurance Certificate, Fitness Certificate, valid Contract Carriage Permit, Proof of up to date tax payment etc. which are mandatory for applying of vehicle (copies to be enclosed)
7. Photocopy of the firm registration number.
8. Photocopy of PAN Card of the proprietorship / partnership firm / company allotted by Income Tax Authorities along with registration details.
9. Bidder must submit Earnest Money Deposit (EMD) of **Rs.20,000/-** (Rupees Twenty Thousand only) and Tender Paper Cost of **Rs.2,000/-** (Rupees two thousand only) + GST 12% extra.
10. Self Declaration (As per **Annexure – A**)

7) Scope of Work

- a) The vehicle on call basis or monthly basis will generally be required by ORMAS, Bhuvabeswar for its official work and carrying officers/ consultants to Government Offices/ Departments and field tour within Odisha. The detail information of vehicles and Drivers as per **Annexure – C** should be provided.
- b) Providing litigation free vehicles on fixed monthly hiring basis. The different types of vehicles as per **Annexure-D**. Contract is extendable based on the past performance and sole discretion of the Executive Director, ORMAS.
- c) Providing litigation free vehicles in perfectly good running condition as and when required basis as per **Annexure -E**. In any case, the Travel Agent should not change or alter vehicle without prior permission of ORMAS.
- d) The agency can give their consent to provide the vehicle at lowest approved price.
- e) The agency should provide vehicles to ORMAS, Bhubaneswar as and when required basis only on getting the telephonic requisition from the authorized Officials of ORMAS.

8) Period of Contract

- a) The contract period will be for a period of one year (from the date of contract). The contract will be renewed on yearly basis on satisfactory performance of the vender.
- b) The authority reserves the right to terminate the Contract without assigning any reason thereof, at any time during currency of contract by giving one month notice. In the event of any such termination of the contract, the Travel Agent shall only be entitled to the entire amount for services actually provided under the Contract till the termination of Contract, subject to deductions if any under the terms of Contract and no other claims can be allowed or considered.
- c) In case of failure by the Travel Agent to fulfil his contractual obligations, the ORMAS reserves the right to rescind the Contract and the Security Deposit shall be forfeited.

9) Performance Security Deposit:

- a) Successful bidders will be required to deposit 5 % of Contract Value (total monthly charges for one year) as Security Deposit as per the format mentioned in **Annexure - F**, and will be refunded 30 days after satisfactory completion of the contract and after adjustment of dues if any. If the agency fails to provide the vehicle/ service as per agreement of ORMAS, the security deposits shall be utilised or forfeited as the case may be by ORMAS .
- b) The EMD (which will not carry any interest) of the unsuccessful bidders will be refunded on request after execution of agreement with the successful bidder on production of Performance Security Deposit.
- c) In case of successful bidder, the EMD may be forfeited if the bidder fails to accept the Order.

10) Running & Maintenance of vehicle supplied on fixed monthly charges.

- a) The drivers and the vehicles to be provided under this contract shall not be changed without prior intimation to ORMAS. They should also be willing to undertake duty during late/ early hours and on holidays. However, the Vehicle shall be made available with ORMAS on any day and as and when required. The agency should make necessary alternate arrangements to provide rest/ leave to the drivers, and shall be responsible for payment of their salary and other statutory dues if any.
- b) Normal maintenance kit, first aid box, torch with 3 cell battery and umbrella shall be always made available in the vehicle by the Travel Agency along with vehicle documents.
- c) The vehicle shall be kept in good running conditions at all times by the agency. Purchase of fuel, lubricants, spares etc. will be arranged by the Agency at their own cost. Maintenance repair frequent check up, servicing, overhauling, payment of wages to Driver etc. will be the responsibility of the agency and no claim whatsoever on this will be entertained. If the vehicle is sent to garage or filling station, agency shall not claim for these empty trips as well as the time involved for the purpose.

11) Use of vehicle for monthly and as and when required Basis.

- a) During the period of Contract, the vehicle shall be exclusively used for ORMAS as per directives of Officer-in-charge of ORMAS.
- b) The Agency shall be responsible for proper behaviours of all the persons employed by them. Without prejudice to the generality of above, the agency shall be bound to prohibit and prevent any employee from being intoxicated while on duty, trespassing or acting in any way detrimental or prejudicial to the interest of ORMAS.
- c) Normal Office Hour will be from 8.30 A.M. to 8.30 P.M. The time mentioned will be treated as normal time of office hours and the agency will have to provide vehicle for above mentioned time for monthly vehicles. Night charges will not be applicable during the contract period.
- d) The agency should have a provision to take bookings 24 x 7.
- e) The Kilometres covered by the vehicle from travel agency to ORMAS office and back shall not be included in the Contract and for billing purposes.
- f) The vehicles & the drivers shall report in time at the designated place & at the designated time on a regular basis, duly fuelled and in sound running condition.
- g) The drivers detailed on vehicles assigned for ORMAS duty should be well versed with the roads / routes and traffic regulations in Bhubaneswar.
- h) The Travel Agency would provide drivers with mobile phone.
- i) The drivers shall possess valid driving License, should be at least matriculate, well behaved and punctual. The agency shall be required to change/ replace the driver(s) in case not found suitable. The drivers should extend all normal courtesy (such as greeting, opening/ closing door etc.) towards the user(s) and should present themselves for duty in a neat and

- clean appearance.
- j) The Travel Agency shall provide replacement of the vehicle immediately (within reasonable time) in case of breakdown or any other problem.
 - k) The Travel Agency shall be solely responsible for the staff deployed on the vehicles and for any untoward situation occurring during the course of duty.
 - l) ORMAS is not responsible for any accident / any kind of damage to the vehicle during the use of the same by ORMAS.
 - m) During the period of contract no request shall be entertained for any hike in the tender/ accepted rates due to any reason.

12) Statutory Laws.

- a) The Agency will comply with all statutory provisions of law and keep ORMAS indemnified against all actions arising due to or act of the Agency/ his employees. The Driver of the vehicle provided should have valid professional D.L. with badge as provided in the M.V. Acts.
- b) The Vehicle should have all valid documents like RC Book, 1st Party Comprehensive Insurance, and Permits etc. in updated conditions for inspection of ORMAS Officials at any time.
- c) All Taxes and Insurance presently in force or to be levied in future during the Contractual period in respect of the vehicles shall have to be entirely borne by the Agency.
- d) Agency shall have valid Permit as per Statutory Provisions.
- e) Agency shall comply with all relevant Rules and Regulations of Motor Vehicle Act applicable at present and may be enforced from time to time.
- f) During the Contract period if the vehicle is seized or detained or requisitioned by Government Authorities for non compliance of relevant act/statutory requirement etc. or for any reason whatsoever penalty/ compensation shall only be payable by the Agency besides the liability to provide for alternative vehicles without any loss.

13) Compensation and Penalty

- a) For Vehicles to be provided on fixed monthly charges basis the vehicle shall remain in service for a minimum of 12 hours duty. In case of non-reporting of the vehicles, the Agency shall provide replacement of an equally good vehicle immediately, failing which ORMAS will treat the vehicle not on job for the aforesaid period.
- b) For vehicles to be provided on as and when required basis, if the agency fails to provide the vehicles as enumerated in the Agreement/ Order, the ORMAS reserves the right to get the vehicles through other Agencies at the risk and cost of the Travel without prejudice to the liability for termination, forfeiture of security deposit and other consequences.

14) Employment Liability

- a) The Travel Agent shall be solely and exclusively responsible for engaging or employing Drivers. All employees engaged by the Travel Agent shall be on their pay roll. ORMAS will have no liability what so ever concerning the remuneration of the Driver(s) of the Travel Agent or of the payment of the owner(s) of the Vehicle. The Travel Agent shall make regular and full payment of all Wages to its Drivers. The Travel Agent shall be directly responsible for any disputes arising between them and the drivers indemnified against losses, damages or claims arising thereof including any workmen's compensation etc.
- b) In case of non-fulfilment of any obligations under the Contract or law, the Officer-in-charge reserves the right to withhold payments due to the Travel Agent. The Travel Agent shall at his own expenses carry and maintain such Insurance with reputed Insurance Company/ Companies as may be required under any Law or Regulation.

15) Maintenance of Log Book for vehicles to be provided on fixed monthly charges basis.

- a) Log Book should be maintained by the Agency to record details of use of Vehicle(s), which is to be countersigned by the Officer-in-Charge/ officers on tour of the ORMAS from time to time.
- b) The Travel Agency shall ensure perfect functioning of speedometer and horn in all vehicles (the agency shall arrange to repair/ replace the speedometer within 24 hours of any day without fail.
- c) The Agency shall further submit relevant Log Books within the first week of following month for verification.

16) Payment of Bills

- a) For the vehicles to be provided on as and when required basis, Bills shall be submitted every month or before 7th of succeeding month. Under normal circumstances, payment will be made within 14 days from the date of submission of Bill.
- b) The payment shall be made through Account Payee Cheque only, if the bills are complete in all respects and are found in order.
- c) For the vehicles provided on fixed monthly charges basis, the Bills are payable once in a month. The Travel Agency is required to submit the monthly Bills along with the Log Book of the vehicles and any other, relevant documents by 7th of the succeeding month and the payment shall be released within 14 days from the date of submission of Bill in order.
- d) Statutory deduction as per the Govt. rules/ Tax law shall be deducted from the bills of the Agency.
- e) ORMAS will release GST so claimed in the bill to the agency while settling the hire charges bill of a period. But the agency has to provide proof of deposit of such GST while preferring the subsequent bill to ORMAS.
- f) Overwriting on the duty slip as well as the bill shall not be accepted

17) Jurisdiction

The Contract shall be governed by the Laws of India .

18) Selection of Agency

- a) The selection of agency for as and when required basis, and monthly required basis shall be made jointly. For each category of services there are varieties of vehicles & varieties of rate break up such as detention charges, night halt charges, local hourly rate, free kilometer per hour, fuel consumption etc which are mentioned in **Annexure-D & E (Price Bid)**.
- b) The vehicle running within 200 k.m. per day within the district of ORMAS's Head quarters will be treated as Local tour and which includes 10 k.m free coverage per hour and rest Kilometer will be charged on the basis of the Kilometer wise as per the quoted price of the bidder in the above 200 KM.
- c) If the vehicle running more than 200 K.M per day out side the district ORMAS's Head Quarter, it will be treated as long tour and the bidder will charge the rate only on Kilometer wise.
- d) Lubricant will be paid by ORMAS on the basis of 1000 KM running per liter Mobil for all vehicles on Monthly Basis.
- e) Night halt charges Rs.100 for all vehicles. If the vehicle running more than 200 K.M outside the district of ORMAS's Head Quarter.

SELF DECLARATION FORM

Name of the Clint: _____

Tender Notice No: _____

Sir,

1. I / we, the undersigned do hereby declare that, I / we have never ever been blacklisted and / or there were no debarring actions against us for any default in providing of vehicles or in the performance of the contract entrusted to us in any of the Government Offices or Private Organizations of India.

2. In the event of any such information pertaining to the aforesaid matter found at any given point of time either during the course of the contract or at the quotation stage, my quotation/ contract shall be liable for truncation / cancellation / termination without any notice at the sole discretion client.

Yours faithfully,

Place:

Date :

Signature of the Tenderer
with seal

(This form shall be duly filled-up and signed by the Tenderer & submitted along with the original copy of the Tender.)

EVALUATION FORM

Sl. No.	Particulars	Yes/ No
1	Previous supply of hired vehicles to any Government /PSU during last three years (proof to be enclosed)	
2	Required Cost of Tender paper furnished	
3	Required EMD amount Rs.20,000/- in DD/ Bankers Cheque	
4	PAN Card of the proprietorship copy	
5	GST registration copy enclosed	
6	Commercial vehicle permit	
7	Photocopy of the firm registration number	
8	Certified Audited Financial Statement of last 3 years	
9	Self Declaration	
10	Evaluation Form	
11	Performance Bank Guarantee	

I do hereby certify that the above mentioned particulars are true and correct.

Full Name and Signature of the Tenderer:

Date:

Seal

DECLARATION BY THE TENDERER:

It is hereby declared that I the undersigned, have read and examined all the terms and conditions etc. of the tender document for which I have signed and submitted the Tender personally/ under proper lawful Power of Attorney. It is also certified that all the terms and conditions of the tender document are fully acceptable to me and I will a Tendere by the conditions of the terms and conditions. This is also certified that our Travel Agency have no objection in signing the contract if the opportunity for the deployment vehicles against this tender is given to me/us.

Signature :

Date :

Name :

Address :

Designation :

DETAIL INFORMATION OF VEHICLES AND DRIVERS FOR HIRING

Sl No	Type of vehicle (Latest Designed)	Year of Manufacture	Vehicle Registration Number	Year of Registration	Name of the Driver with Contact Number	Driving License Number	Insurance No and Validity Details
1	Indigo						
2	Bolero SLX (6+1 seated)						
3	Maruti Suzuki Dezire						
4	Innova						
5	Travera						

Signature with Seal

PRICE BID FOR MONTHLY HIRING OF VEHICLE

Sl No	Type of Diesel Engine vehicle (Latest Designed)	Monthly hiring Charge to be quoted by the agency (excluding fuels & lubricants) in INR	Minimum HSD Average Mileage (Km/ per Lit)	Maximum Hire Charges per month (excluding GST, fuels & lubricants) in INR
		AC	AC	AC
1	Indigo		15 kmpl	18000
2	Maruti Suzuki Dezire (Petrol)		14 kmpl	20000
3	Maruti Suzuki Dezire (Diesel)		17 kmpl	20000
4	Innova		09 kmpl	30000
5	Tavera		10 kmpl	30000

Signature with Seal

PRICE BID FOR HIRING OF DIFFERENT VEHICLE ON CALL BASIS

Sl No	Type of vehicle	Rate per KM (Charges for above 200 KM) in INR	Detention Charges per hour on outstation duty above 200 KM in INR	Local Hourly rate for Below 200 KM(Per hour 10 KM free) in INR
		AC	AC	AC
1	Indigo			
2	Bolero SLX (6+1 seated)			
3	Bolero Plus (7+1 seated)			
4	Scorpio			
5	Honda City			
6	Maruti Suzuki Dezire			
7	Innova			
8	Travera			

We agree to the terms and conditions and rates mentioned in the quotation for the period as per the contract from the date of signing of the contract/receipt of the purchase order from ORMAS and also agree that the price will remain unchanged during that period.

Name of the bidder

With complete address

Place:

Signature with Seal

Date :

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

To

**The Executive Director
ORMAS, Bhubaneswar**

This Guarantee Bond is executed this day of _____ by us the _____ Bank
at _____ PO _____ P.S. _____ Dist _____ State _____ .

Whereas ORMAS, SIRD Campus, Unit-VIII, Bhubaneswar, Odisha, PIN – 751012 registered under the Societies Registration Act 1860 (here in after called “the Purchaser”) has placed Purchase Order No. _____ Dt. _____ (hereinafter called “the Agreement”) with M/s _____ (hereinafter called “the Tenderer”) for supply of (name of the material) and whereas ORMAS has agreed (1) to exempt the Contractor from making payment of security deposit, (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 Tenderer to the ORMAS a composite Bank Guarantee of the value of 05% (five percent) of the Tendering price of the said Agreement.

1. Now, therefore, in consideration of ORMAS having agreed (1) to exempt the Tenderer for making payment of security deposit, (2) to release 100% payment to the Contractor and (3) to exempt from furnishing performance guarantee in terms of the said Agreement as aforesaid, we the Bank, _____ Address _____ (code No. _____) (hereinafter referred to as “the Bank”) do hereby undertake to pay to the ORMAS, Bhubaneswar an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by ORMAS by reason of any breach by the said Tenderer(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 the guarantee without any demur, merely on a demand ORMAS stating that the amount claimed is due by way of loss or damage caused to or suffered by ORMAS by reason of any breach by the said Tenderer(s) of any of the terms or conditions contained in the said Agreement or by the reason of any breach by the said Tenderer’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 Bank also undertake to pay to ORMAS any money so demanded not withstanding any dispute or dispute raised by the Tenderer(s) 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 Contractor(s) shall have no claim against us for making such payment.

4. We, _____ the Bank further agree that the guarantee herein contain shall remain in full force and affect during the period that would be taken for the performance of the said Agreement and it shall continue to remain in force endorsable till all the dues of ORMAS under by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till ORMAS certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said

Tenderer(s) 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.) _____, Bhubaneswar in writing on or before _____ (date) we shall be discharged from all liability under this guarantee thereafter.

5. We, _____ the Bank further agree that ORMAS 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 Tenderer(s) and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance act or omission on part of ORMAS or any indulgence by ORMAS to the said Tenderer(s) 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 Contractor(s).

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

Dated _____ the day of Two Thousand _____

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 _____ only.

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

For _____
(Indicate the name of the Bank)

N.B.:

1. Name of the Tenderer:
2. No. & date of the Work order / agreement:
3. Amount of W.O. :
4. Name of the Bank:
5. Amount of the Bank Guarantee:
6. Name, Address and Code No. of the Local Branch:
7. Validity period or date up to which the agreement is valid:
8. Signature of the Constituent Authority of the Bank with seal:
9. Name & addresses of the Witnesses with signature:
10. The Bank Guarantee shall be accepted only after getting confirmation from the respective Banks.