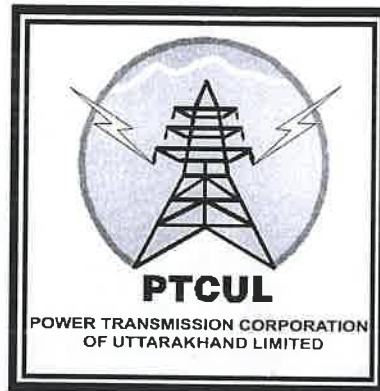
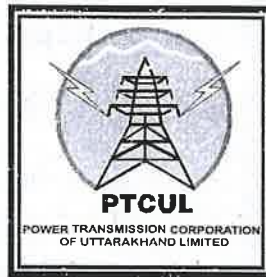


POWER TRANSMISSION CORPORATION UTTARAKHAND LTD.



"Hiring of Chartered Accountant Firm/Cost Audit Firm as Internal Auditors
of PTCUL for the FY 2025-26"

POWER TRANSMISSION CORPORATION OF UTTARAKHAND LTD



OFFICE OF THE
SUPERINTENDING ENGINEER (C&P)
DEHRADUN-248001

TENDER DOCUMENT
For

"Hiring of Chartered Accountant Firm/Cost Audit Firm as Internal Auditors of PTCUL
for the FY 2025-26".

As Per

SPECIFICATION NO. PTCUL/E-TENDER/C&P-I/RFP-16/2024-25

Name of Firm

Name of Work "Hiring of Chartered Accountant Firm/Cost Audit Firm as Internal
Auditors of PTCUL for the FY 2025-26".

Against tender specification no. PTCUL/E-Tender/C&P-I/RFP-16/2024-25

POWER TRANSMISSION CORPORATION OF UTTARAKHAND LTD.

E-TENDER NOTICE

E-tenders are invited from reputed and experienced Chartered Accountants firm for **"Hiring of Chartered Accountant Firm/Cost Audit Firm as Internal Auditors of PTCUL for the FY 2025-26"**.

The bidder can freely view and download the e-tender document from the website www.uktenders.gov.in/PTCUL on or before the date as mentioned in NIT. However, for participation in the tender, the bidder shall have to upload the details of DD (tender fee as mentioned in NIT), EMD and scheduled-C on e-tender website www.uktenders.gov.in/PTCUL. The tender fee, as mentioned in NIT, shall be in the shape of DEMAND DRAFT of any scheduled bank payable at Dehradun in favour of "MD, PTCUL, Dehradun" which must reach **Superintending Engineer (C&P-I), PTCUL, Vidyut Bhawan, Near ISBT crossing, Majra, Saharanpur Road, Dehradun** along with **EMD and Schedule-C** in separate envelope on or before the due date & time of submission & opening of technical bid. The scanned copy of Tender FEE, EMD and Scheduled C shall also be uploaded on e-tender website at the prescribed place.

The bidder has to quote their prices in 'price bid format in excel sheet' only as given on e-tender website. The price bid in PDF is strictly not to be submitted/uploaded.

All the tender documents will be carried out only through E-tendering mode and the bidder has to submit all his tender documents (Like Price Bid) in the e-tendering website www.uktenders.gov.in and in the mean time the bidders has to scan their Earnest Money Deposit (EMD), and all the pre-qualifying documents/Supporting Documents for uploading and also submit the hard copy of the same (**at least Two set**) to the office within the last date and time of the submission of tender.

This office is not responsible if the tender fee, EMD and Schedule-C is delayed in transit or is not made available by the Postal Department / Courier at the address prescribed above.

The bidders shall scan EMD to be given as Bank Demand Draft/BG/FDR in favour of MD, Power Transmission Corporation of Uttarakhand Ltd., Dehradun payable at Dehradun from any Scheduled Bank /nationalized Bank or by Bank Guarantee from any Nationalized Bank in the format provided in the tender document. The scanned Tender Fee, EMD and Scheduled C as mentioned must be uploaded in PDF format in addition to sending the original as stated above.

It is mandatory for the bidders to submit the tender fee in the form of DD (Non refundable), original hard copy of the EMD and schedule "C" (all should be in a single separate envelope) and the hard copy (at least two set) of all other the pre-qualifying documents/Supporting Documents/certificates of tender document to Office of Superintending Engineer (C&P-I), PTCUL, 'Vidyut Bhawan', Near ISBT crossing, Majra, Saharanpur road, Dehradun on or before due date & time of opening of technical bid.

E-Tenders will be received and opened on the specified dates as below. In case the above date is holiday, the tenders will be received & opened on the next working day:

- (a) Closing Date & Time of downloading of bid document: as per NIT/Corrigendum
- (b) Date & time of submission of e-Tender : as per NIT/Corrigendum
- (c) Date & time of opening of e-Tender (Technical Bid) : as per NIT/Corrigendum.

- (d) Date of opening of e-Price bid: E-Price bid shall be opened after Technical Evaluation for those firms who Qualified under Technical Evaluation Criteria. Date of opening of price bid shall be informed separately.

It is mandatory for the bidder to submit the hard copy of **Schedule-C** (Bid validity declaration) and '**Declaration**' regarding correctness of the documents, in Rs.100 stamp duly notarized, as per the format given in the tender documents and also upload the copy of the same on e-tender website with the supporting document of your technical bid proposal.

As per guidelines/circular dated 31.08.2011 and dated 18.04.2010 by Directorate STQC, IT Department, New Delhi and CVC, Govt. of India, the use of class-3 Digital Signature, procured from any certifying authority, is made mandatory for the firms to login on the website www.uktenders.gov.in of Power Transmission Corporation of Uttarakhand Ltd. w.e.f. 01.10.2012.

The bidders are requested to read all the instructions/conditions of the bid documents & NIT carefully and submit their bid accordingly. Be insured that all the required and supporting documents has to be uploaded on e-tender website.

Technical Bid shall contain the following:

(A): The tender shall contain the following:

1. **Earnest money(EMD)** : Rs. **15,000/-**(inclusive GST @ 18%) in the form of Bank Demand Draft/BG/FDR/CDR in favour of **MD, PTCUL payable at Dehradun** from any Scheduled Bank /Nationalized Bank in the format provided in the tender document.
2. **Cost of document (Tender Fee)** : Rs. **295/-** (inclusive GST @ 18%) in the form of Bank Demand Draft drawn in favour of **Managing Director, PTCUL, Dehradun.**
3. **Schedule 'C'** : As per prescribed in the tender document
4. **Pre-Qualification Conditions** : Supporting documents etc. as per requirement of Tender document.

Note-1: All the tender documents will be carried out only through E-tendering mode and the bidder has to submit all his tender documents on the e-tendering website www.uktenders.gov.in. The bidders has to scan their Earnest Money Deposit (EMD), Tender Fee, Scheduled C and all the pre-qualifying documents/Supporting Documents and upload the same on above website and also submit the hard copy to the office with in the last date and time of tender.

Note-2 : The Price Bid shall be submitted strictly in soft only through on line on e-tender website www.uktenders.gov.in. The hard copies of the price bids are not acceptable.

Pre-Qualification Requirement (PQR):- The PQR of the above assignment is as under:

1. **Scope of Work:** The Scope of Work is as per Internal Audit Manual of PTCUL and as per directions of Audit Committee as provided under Companies Act.
2. **Pre-Qualifying Condition (PQR):** The PQR and evaluation criteria for FY 2025-26 is as under:

S. No.	Norms	Basis of Marks	Max. Marks
1	Experience: Experience of Firm (i) In Internal Audit of CPSU / State PSU/ Govt department (In the last ten years ending on 31.03.2024). (ii) In Internal Audit of Power Sector of CPSU/ State PSU / Govt department in the last ten years ending on 31.03.2024.	5 marks per CPSU/ State PSU / Govt department 5 marks per CPSU/ State PSU/ Govt department	15 15
2	Number of Partners in the Firm for a minimum period of one year on the date of NIT:	2 Marks for each Partner who is ACA/ AICA (ACMA) and 3 marks for each Partner who is FCA /FICA(FCMA)	15
3	Year of Establishment of the Firm.	1 mark per year (fraction of the year to be ignored)	10
4	Average Annual Turnover of the best three years out of the last five financial years ending on 31.03.2024 will be considered for awarding marks.	5 marks for per Rs. 50 lacs of average annual turnover (fraction or part thereof to be ignored)	40
5	Registered / Branch Office in Uttarakhand	5 Marks for office in Uttarakhand	5

The firms shall have to score at least 75 marks to be considered as qualified for opening of their price bids. The price bids of the firms that scores less than 75 marks shall not be opened.

The following documents shall be submitted by the firm along with their bids for the purpose of evaluation:

- Experience:**
 - a. The firm shall submit appointment letters/ contract agreements for the audit assignment or a completion certificate from the Utility clearly mentioning the reference no. & date of the letter vide, which the assignment was allotted to the firm.
 - b. In case, the firm has conducted Internal audit in an CPSU / PSU for more than one financial years, the same shall be counted as a single CPSU / PSU for the purpose of evaluation.
- ii. The firms shall submit its latest updated profile issued by the Institute of Chartered Accountants of India/ Institute of Cost and Management Accountants of India.
- iii. The firm shall submit its audited accounts of the last five years ending on 31.03.2024.
- iv. The firms shall also submit an affidavit on a stamp paper of Rs. 100/- stating that :
"It is to certify that the documents submitted along with the bids are true and correct. If any documents are found false, the firm shall be responsible for the same. It is also to certify that the firm has not been blacklisted by any CPSU / PSU. In case it is found that the firm has submitted false documents, the firm shall be debarred from participating in any bid of PTCUL for a period of five years."

POWER TRANSMISSION CORPORATION OF UTTARAKHAND LTD.

**Office of the Superintending Engineer (C&P)
PTCUL Vidyut Bhawan,
Near ISBT Crossing, Majra, Dehradun-248002**

Name of the Work : **"Hiring of Chartered Accountant Firm/Cost Audit Firm as Internal Auditors of PTCUL for the FY 2025-26".**

Name & Address of the Tenderer :

.....
.....

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APPLICATION FROM TENDERER

(ON A NON- Judicial Stamp Paper of Rs. 100.00 plus Re. 1.00 revenue stamp affixed)

(Schedule 'C')

Tender invited by

Tender for

Tender Notice No.

Date

Name of Tenderer

In consideration of the Power Transmission Corporation of Uttarakhand Ltd. having treated the Tenderer to be an eligible person, whose Tender may be considered, the Tenderer hereby agrees to the conditions that the proposal in response to the above invitation shall not be withdrawn within four months from the date of opening of the tender and also to the condition that if thereafter the Tenderer withdraws his proposal within the said period, the Earnest Money deposited by him may be forfeited by the Power Transmission Corporation of Uttarakhand Ltd. on the discretion of the Superintending Engineer (C&P).

Signed this day of

SIGNATURE OF TENDERER

Witness Full Name

1)

2)

[Handwritten signature]

[Handwritten signature]

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IMPORTANT INSTRUCTIONS FOR TENDERERS

1. Before submission of the tender, the Tenderers are required to make themselves fully conversant with the scope of work, and terms & conditions etc.
2. The Earnest money will be returned to the tenderer if its tender is not accepted, after finalization of tender decision process.
3. The Company does not bind himself to accept the lowest or any tender and reserves the right to accept or reject any or all the tenders, either in whole or in part without assigning any reasons for doing so.
4. a) Each page of the tender (Technical Bid) is required to be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with all the terms & Conditions etc. as laid down in the tender document. Any tender with any of the documents not so signed may be rejected.
b) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority (Power of Authority) on behalf of the firm to enter into proposed contract, otherwise the tender is liable to be rejected.
5. All erasures and alterations made while filling the tender must be attested by initial of the tenderer. No advice of any change in rate or conditions after opening of tender will be entertained.
6. Tender shall remain Valid for a period of four months from the date of opening of the tender. If any Tenderer withdraws his tender before the said period or makes any modification in the item rates, terms and conditions of the tender which are not acceptable to the Corporation, then the Corporation shall, without prejudice to any right or remedy, be at liberty to forfeit the said earnest money.
7. All rates shall be quoted at the appropriate space. The rate shall be firm during the pendency of the contract agreement.
8. Quoting minimum rates does not automatically entitle a bidder for the assignment. The Management reserves the right to call for rock bottom price from one or all the bidder(s) in the Interest of Corporation.
9. The work can be divided between two or more tenderers at the discretion of the Corporation, for which no claim shall be entertained.
10. The tenderer must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender.
11. a) The rates quoted in the tender shall include all charges including traveling, Local conveyance, Boarding & lodging and all the applicable taxes/ duties.
b) Any future variation in Taxes & Duties shall be absorbed by the tenderer and no extra payment shall be made by PTCUL in this regard.
12. Any inconsistency or ambiguity in the offers made by Tenderer shall be interpreted to the maximum advantage of PTCUL and dis-advantage to the Tenderer. The Tenderer shall have no right to question the interpretation of the PTCUL in all such cases and the same shall be binding on the Tenderer.
13. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the firms who resort to canvassing will be liable to rejection.
14. Management reserves the right to split the tender into more than one at any stage till the completion of the assignment.

Part A

Scope of Work for FY 2025-26

The Scope of work is as per Internal Audit Manual of PTCUL and as per the directions of Audit Committee.

Part B

Audit Reports

The Internal Audit Report shall be submitted as per the Internal Audit Manual of PTCUL.

Part C

Other Terms & Conditions:

1. **Completion period:** The overall completion period of the above work is twelve (12) months from the date of LOA and the schedule for the above internal audit reports is as under: –

Submission of Quarter-1 report (April 25 to June 25)	—	By 31st July 2025
Submission of Quarter-2 report (July 25 to September 25)	—	By 31st Oct 2025
Submission of Quarter-3 report (Oct. 25 to Dec. 25)	—	By 31st Jan 2026
Submission of Quarter-4 report (Jan 26 to March 26)	—	By 30th April 2026.
2. **Audit of Unit/ divisions:** It is proposed that each unit/division / zone shall be audited by the Internal Auditor during the tenure of Audit assignment. The tenure of the audit shall be verified by the concerned division.
3. **Audit Plan:** A detailed audit plan with team composition, in consultation with General Manager (Finance), shall be submitted at least 10 days in advance before start of audit. Each audit team shall be headed by a professional having minimum qualification of CA/ ICWAI. The other members of audit team may have a minimum qualification of CA(Inter)/ ICWAI(Inter). The audit firm shall make its own arrangement for stay, conveyance, lodging and boarding.
4. **Payment Terms & Conditions:** The payment shall be made @ 25% of the contract value for each quarter, subject to satisfactory completion of work as per the scope (i.e. after the quarterly internal audit report is placed and discussed in the Audit Committee).
3. **Performance Guarantee and its validity:** The Performance Guarantee amounting to 10% of the contract value shall be submitted in shape of FDR / Bank Guarantee (Performa enclosed) of any scheduled/nationalized Bank of India within 30 days of issue of Letter of Award and prior to the signing of contract agreement. The validity period for FDR / performance guarantee shall be six months after the submission of report of Last Quarter [Jan 26 to March 26] (Final) Audit report.
4. **Penalty for delay:** The tenderer should note that the completion schedule allowed for carrying out the works should be strictly observed. Any delay that may take place in work beyond the Contractual cut-off date stated as per stipulated completion period shall be subject to the penalty at the rate of ½ % of the contract value per week with a ceiling of 10% of the total contract value.

Part D

Report Circulation:

Reports should be circulated to 1) MD 2) Head/s of functions audited; 3) Head of the Division; 4) Head Finance & Accounts; 5) Head of Audit incharge. The soft copies shall also be provided.

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Performa for submitting Price Bid (Part-II)

S. No.	Description of work	Unit/Qty	Rate/Amount inclusive of TA/DA (without GST)	GST at applicable rate	Rate/Amount inclusive of TA/DA & GST)
1.	Scope of work* as defined in tender specification No. PTCUL/C&P-.....	Lump Sum			

Note: *(The scope is indicative, illustrative & not restrictive. Auditor should evaluate risks, controls compliance & accordingly decide the extent of checking)

Signature of Authorized Signatory.....

Name& Designation.....

Name of Firm/with seal.....

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PERFORMA OF PERFORMANCE BANK GUARANTEE

Note:

1. This Guarantee should be furnished by a Nationalized Bank/Scheduled Bank.
2. The Bank Guarantee should be furnished on Stamp paper as per requirements of Indian Stamp Act.
3. The stamp paper should have been purchased in the name of the Guarantor executing the Guarantee.
4. Any deviation in this format will not be acceptable.

Name of the Contract.....

Contract/LOA No. & Date.....

Performance Bank Guarantee No. & Date.....

Place.....

Date.....

To

**Managing Director,
Power Transmission Corporation of Uttarakhand Limited,
Dehradun-248001
Uttarakhand**

Dear Sirs,

THIS DEED OF GUARANTEE is made on this(date) DAY OF(month and year) by.....(Name, Address and Contact No. of the Bank) governed by the Banking Co. Regulation Act and having its Head Office at(hereinafter called the "GUARANTOR" of one part, which expression shall wherever the context so admit, include its executors, administrators, successors and assigns) in favour of POWER TRANSMISSION CORPORATION OF UTTARAKHAND LIMITED (hereinafter called the "PURCHASER" of the other part, which expression shall wherever the context so admit, include its executors, administrators, successors and assigns)

Whereas in accordance with the contract Agreement No. ... dated..... between Power Transmission Corporation of Uttarakhand Limited and a company/Firm incorporated/registered under the Indian Companies Act, 1956/Indian Partnership Act, having its registered office at....., hereinafter referred to as the "CONTRACTOR", (which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees), the Contractor agrees to Supply, Design, Erect, Construct and Commission(Name of the Project/Work/Facilities) as provided in the said contract.

And WHEREAS, the payment terms of the said contract provide, that the Contractor shall furnish to the purchaser, a Bank Guarantee in the sum of 10% value of the contract valid till.....(date of validity including claim period as per terms and conditions of the Contract).

NOW THEREFORE, THE DEED OF GUARANTEE WITNESSES AS FOLLOWS:

- 1) IN CONSIDERATION OF THE PROMISES, the Guarantor hereby guarantees that the Contractor will Supply the aforesaid material and/or execute the Works strictly as per terms & conditions of the contract, failing which the Guarantor shall pay to the Purchaser on demand all the moneys due and payable under this guarantee, as the Guarantor may be called upon by Purchaser to pay, but not exceeding in the aggregate, the said sum of Rs..... (Rupees.....), being 10% value of the Contract.
- 2) The Guarantor shall pay to the Purchaser on demand the sum under Clause 1 above without demur and without requiring the Purchaser to invoke any legal remedy that may be available to it to compel the Guarantor to pay the same or to compel such performance by the Contractor, provided that where the Guarantor consider the demand of the Purchaser unjustified shall nevertheless pay the same though under protest and shall not withhold payment on that account.
- 3) The Guarantor further undertakes that this guarantee shall be kept valid and binding on the Guarantor from the time this guarantee is given until fulfilment of all its commitments as provided in and as per the terms and conditions of the said contract and the liability of the Guarantor hereunder shall not be impaired and/or discharged by any extension of time or variations or alterations made, given, considered or agreed with or without the Guarantor's knowledge or consent by or between the parties involved and it will remain valid till all the terms & conditions are duly satisfied.
- 4) We, the Guarantor, also undertake that we shall not, during the currency of this guarantee herein given or during the period of its extension, if any, revoke the same without the written consent of the Purchaser.
- 5) This guarantee shall come into force from the date hereof and remain valid upto..... However, the period of the contract is for any reason extended thereby extending the said date and upon such extension, if the contractor fails to furnish a fresh or renewed Bank Guarantee for the extended period, the Guarantor shall pay to the Purchaser the said sum of Rs. (Rupees) Or such lesser sum as the purchaser may demand.
- 6) It is not obligatory on the part of Purchaser to establish non-fulfilment of the contractual obligations by the Contractor. We, the Guarantor, will on simple demand from Purchaser, pay the said amount of Rs..... (Rupees.....) as indicated in clause (1) above without demur and without requiring purchaser to invoke any legal remedy, even if the Contractor considers such demand of Purchase as unjustified. The decision of Purchaser that any sum has become payable shall be final and binding on the Guarantor.
- 7) The guarantee shall not be determined or affected by the liquidation or winding up, dissolution or change in the constitution of or insolvency of the Contractor or the Guarantor, but shall in all respects and for all purposes be binding and operative until payment of all sum or amounts payable to Purchaser in terms hereof, are made.
- 8) We, the Guarantor further agree that the Guarantee will be extended/renewed TWO (2) months before the expiry of this guarantee, if for any reasons the contract has not been completed within the scheduled time, whether or not any written communication is made by the Purchaser in this behalf. The expected date of completion shall be communicated by the Contractor to the Purchaser and the Guarantor for extending the validity of the Guarantee. If the guarantee is not so extended, then the purchaser shall have fullest liberty, without any question and objection, to encash the guarantee, without any notice to the guarantor or the contractor.
- 9) Any account settled between the Purchaser and the Contractor shall be conclusive evidence against the Guarantor of the amount due and shall not be questioned by the Guarantor.
- 10) The neglect or forbearance of the purchaser in enforcement of payment of any moneys the payment whereof is intended to be hereby secured or the giving of time by the purchaser for the payment thereof shall in no way relieve the Guarantor of its liability under this deed.
- 11) The Purchaser and the Contractor will be at liberty to carry out any modifications in the said contract during the currency of the contract and any extension thereof, notice of which modification to the Guarantor is hereby waived.

12. The Guarantor also agrees that the purchaser at its option shall be entitled to enforce this guarantee against the bank as a principle debtor, in the first instance without proceeding against the contractor and notwithstanding any security or other guarantee the purchaser may have in relation to the contractor's liability.

Not with standing anything contained above, the Guarantee hereunder is restricted to the said sum of Rupees.....and this guarantee shall expire on the (date) day of(month and year) unless claim under this guarantee is filed upto the(date)(month & year), all such claim shall lapse and the Guarantor shall be discharged from the guarantee.

FOR AND ON BEHALF OF THE GUARANTOR HAS SIGNED THIS DEED ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

Witness:

1.....

Signed by

For and on Behalf of the Guarantor

Name of the Bank, Address and common Seal

Name and Designation of the Authorized Signatory

2.....

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

Performa for signing Contract Agreement

Non-judicial Stamp Paper of state of Uttarakhand of value as specified

THIS AGREEMENT made on (**write date**) between (**write name of firm**) (hereinafter referred to as "The Contractor") of the one part AND THE **Power Transmission Corporation of Uttarakhand Ltd. (PTCUL)** (herein after called "Purchaser") of the other part.

WHEREAS the contractor has agreed to execute and supply the (**write name of tender**) "as per tender specification no. (**specify no.**) (hereinafter called "The Works") and for the purpose the covering letter, general requirement of specification, technical specification, schedule of prices and required tools/ tackles/ plants and machinery for completion of work, has been signed by **Shri** (**Write name of authorized signatory**), (**write name of firm**), on behalf of the Contractor and **Er./Shri** (**write name of officer from PTCUL**), (**write designation**), **PTCUL, Dehradun** (The Purchaser) on behalf of Power Transmission Corporation of Uttarakhand Ltd. (PTCUL) Dehradun and all these documents are deemed to form part of this Contract as though as separately set out herein and are included in the expression 'Contract' where ever herein used.

AND WHERE AS the Purchaser has accepted the tender of the contractor for (**write name of tender**) as per tender specification no. (**specify no.**) for the sum of **Rs.** (**specify tender value in figures as well as words**) upon the terms and subject to the conditions mentioned herein after or the sum that may be due as per actual quantity of work.

NOW THESE PRESENT WITNESS and the parties here to hereby agree and declare as follows, that is to say, in consideration of the payment to be made to the Contractor by the Purchaser, the Contractor shall and will duly execute the works as per scope of work complete in all respect on the terms and conditions mentioned in the Contract.



AND in consideration of successful execution of work by contractor and due performance of these works of the Contract, the Purchaser does hereby for himself, his successors or assigns will pay to the contractor the sum of **Rs..... (Specify tender value in figures as well as words).....** or other sums as may become payable to the Contractor under the provisions of this Contract.

IN THE WITNESS HEREOF the Parties here to have signed this Deed hereunder on the dates respectively mentioned against the signature of each.

Signed by

Signed by

(Name of officer)
(Designation of officer)
PTCUL, Dehradun

(Name of authorized signatory)
Authorized Signatory
For and on behalf of
(Name of firm)

Witness: -

Witness:-

(1)

(1)

(2)

(2)







FORM OF THE BANK GUARANTEE FOR EARNEST MONEY

(To be submitted with Bid Part-I)

(For depositing earnest money in case the amount for deposit exceeds Rs. 20,000 Bank guarantee should be on a non-judicial stamp Paper of Rs. 100.00 as per present act and should be checked by the tenderer at the time of issuing the Bank Guarantee to any change in the Stamp value.)

**To,
MANAGING DIRECTOR**

POWER TRANSMISSION CORPORATION OF UTTARAKHAND LTD.

DEHRADUN.

Sir,

WHEREAS, Messer.....a company incorporated under the Indian Companies Act, its registered office at/a firm registered under the Indian Partnership Act and having its business office at son of of Messrs.....at/Sri..... son ofresident ofatSri.....son ofresident ofpartners carrying on business under the firm's and style of Messrsatwhich is an unregistered partnership (hereinafter called the "the Tenderer") has /have in response to your tender Notice against specification number PTCUL/..... foroffered to supply and / or execute the works as contained in the Tender's letter No.....

AND WHEREAS the Tenderer is required to furnish you a Bank Guarantee for the sum of Rs. as earnest money against the tenderer's offer as aforesaid:

AND WHEREAS we(name and full address of the bank) have at the request of the tenderer agree to give you the guarantee as hereinafter contained.

NOW THEREFORE in consideration of the promises, we the undersigned hereby, covenant that the aforesaid tender of the tenderer shall remain open for acceptance by you during the period of validity as mentioned in the tender or any extension here of you and the tenderer may subsequently agree and if the tenderer shall for any reason back out whether expressly or impliedly from his said tender during the period of its validity or any extension thereof as aforesaid, we hereby guarantee to you the payment of sum of Rs on demand notwithstanding the existence of any dispute between the Power Transmission Corporation of Uttarakhand Ltd. and the tenderer, in this regard AND we hereby further agree as follows:

- (a) That you may without affecting this guarantee grant time or other indulgence to or negotiate further with the tenderer in regard to the conditions contained in the said tender and hereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between you and the tenderer.
- (b) That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the tenderer.
- (c) That any account settled between you and the tenderer shall be conclusive evidence against us of the amount due hereunder and shall, not be questioned by us.



- (d) That this guarantee commences from the date hereof and shall remain in force till the tenderer, if his tender is accepted by you, furnishes the security as required under the said specifications and executes a formal agreement as therein provided or till 45 days after the period of validity or the extended period or validity, as the case may be of tender whichever is earlier.
- (e) Notwithstanding anything contained above of the Guarantee hereunder is restricted to the said sum of Rs..... and this guarantee shall expire on the..... Day of Unless a claim under the guarantee is filed with the Guarantor within six months of such date. All claims shall lapse and the Guarantor shall be discharge from the guarantee.
- (f) That the expressions "The Tenderer", "The Bank" and "The Power Transmission Corporation of Uttarakhand Ltd." herein used shall, unless such interpretation is repugnant to the subject or context include their respective successors and assigns.
- (g) We.....(Name of Bank) lastly undertake to pay to the (PTCUL) any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) /supplier(s) in any suit or proceeding pending before any court or Tribunal relating arbitration there to of liability under the 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.

Yours Faithfully

de.

✓

✓