

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Northern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/23-24/011

OPEN TENDER NOTIFICATION**FOR**

**Rate Contract for 2 Years for 33KV, 11KV and 1.1 KV
Associated Works (Construction / Augmentation) All Over
TPWODL,TPNODL & TPSODL Area for Releasing New HT &
LT Connection & Other Misc. Distribution Electrical Works**

**Tender Enquiry No.:
TPCODL/CCG/23-24/011**

Due Date for Bid Submission:15.07.2023 [20:00Hrs.]

**Centralized Contracts Group
TP Central Odisha Distribution Limited
(A TATA Power and Odisha Government Joint Venture)
1st Floor, Anuj Building, Plot No. 29, Satya Nagar, Bhubaneswar
751007**

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/23-24/011

Tender Enquiry No - TPCODL/CCG/23-24/011

Sl.No.	Description	EMD Amount (Rs.)	Tender Fee Including GST (Rs.)
1	Rate Contract for 2 years for 33KV, 11kV and 1.1 kV associated works (Construction / Augmentation) all over TPWODL/TPNODL/TPSODL area for releasing new HT & LT connection & other Misc. Distribution Electrical works	5,00,000/- (for each Discom)	5,000

* EMD is exempted for MSMEs registered in the State of Odisha.

** MSMEs registered in the State of Odisha shall pay tender fee of Rs. 1,000/- including GST. For details of MSME norms, pls refer "Annexure A" below.

**INFORMATION TO THE BIDDERS TO PARTICIPATE IN E-OPEN
TENDER SYSTEM OF TPCODL**

-: Steps for E-tender submission:-

Bids are to be submitted only through online e-procurement platform, ARIBA. Any other form of bid submission will not be accepted. Online Link for submission of bid through ARIBA will be sent only after confirmation of payment of tender fee from bidder.

Step 1: The bidder can get primary information about the tender from the Newspaper advertisement / TPCODL/TPWODL/TPNODL/TPSODL website <www.tpcentralodisha.com> and can download the tender document from the above website.

Step 2: Non-Refundable Tender Participation Fee, as indicated in tender document, to be submitted before last date of tender fee payment, in the form of direct deposit/NEFT/RTGS in the following bank account.

Account Name: TP Central Odisha Distribution Limited
Bank Name: State Bank of India,
IDCO Towers, Bhubaneswar
Bank Account No. : 10835304915
IFSC Code : SBIN0007891

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Step 3: Eligible and Interested bidder to send an email to TPCODL attaching duly signed and stamped letter on Bidder's letterhead, with following details, expressing their intend to bid against above tender:

SI No	Description	Bidder's Response
i)	Tender Enquiry No.	
ii)	Description of materials / Works Tendered	
iii)	Name and address of the bidding company	
iv)	Name of the authorized contact person	
v)	Contact No. authorized person	
vi)	E-mail Id of the where online ARIBA link to be	
vii)	Tender Fee details (Amount / NEFT-RTGS UTR No	
viii)	GST No.of bidder	
ix)	MSME Certificate, wherever applicable	
x)	Postal address of bidder for return of EMD BG	

E-mail has to be sent to <prashant.gupta@tpcentralodisha.com> with copy to <vipin.chauhan@tpnodl.com> before "Last date and time for payment of Tender Participation Fee".

Step 4: On receipt of the document as mentioned in Step 3 above and after due verification of the same, ARIBA link for participation in the tender will be sent to bidder's mail address from ARIBA system.

Step 5: In this mail there will be an online link as **Click Here** to participate in the tender.

Step 6: Click "**Click Here**" to access this event.

Step 7: If bidder is bidding first time for TPCODL through ARIBA site then please "Sign UP" by creating User Name and password as mentioned in Sign Up page. Please follow the process, as mentioned in the Sign Up page, during creation of User Name and password. Also a simple one-page registration screen will open for first time user. All * mark mandatory field to be filled in.

Those who are already having User Name and password for accessing TPCODL events, they can LOGIN using same User Name and password.

If bidder has got User name and password for their other customer, same will not be applicable for TPCODL.

Step 8: You will be able to see the RFQ

Step 9: After review and downloading of all documents click on "**Review Pre-requisites**"

Step 10: Review and accept "**Bidder Agreement**".

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Step 11: You can see attached pdf tender document against clause no 1.1.1 (Introduction).

Step 12: Vendor has to attach pdf version of technical bid in clause no. 2.1 and 2.2. In this field do not attach any price document.

Price schedule is attached in clause no.3.2. Same has to be downloaded and price and tax details to be filled in as per the format given, print to be taken in vendor's letter head and signature and seal to be made by authorised person. PDF version of this price bid to be attached in clause 3.2 For Price Bid put all the unit price and taxes and duties in provided field. Put "0" (ZERO) in not applicable field.

Step 13: After successfully putting Techno commercial offer and price part then click on **"Submit Entire Response"**

Note: Once user ID and password created, bidder can also login to ARIBA site through the following URL:

<https://service.ariba.com/Sourcing.aw/124997008/aw?awh=r&awssk=oxt0s1BN&dard=1>

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Annexure-A**Preferential norms for procurement from MSMEs registered in the State of Odisha****1) Tender Fees**

To participate in the tender, MSMEs registered in the State of Odisha shall pay Rs.1,000/- including GST towards cost of tender paper.

2) Earnest Money Deposit (EMD)

EMD shall be exempted for MSME registered in the State of Odisha. However, Bidder shall be barred to participate in the tendering process for a period of 2 years in case it backs out post award of the contract.

3) Qualification Requirement for Open Tenders

Qualification Requirement of Financial Turnover for MSME registered in the State of Odisha shall be reduced to 20% of the existing criteria.

For past experience, instead of relying on the volumes / value of earlier Supplies / Projects, assessment of the Bidder shall be done on the basis of feedback from Customers. Past performance experience at Tata Power and its Group Companies shall supersede feedback from other Customers.

4) Reservation for MSME

It shall be mandatory to procure at least 20% of the total volume of the procurement from MSME registered in the State of Odisha (however, it shall not apply where goods/services are not available with the MSME), subject to matching L1 discovered prices and meeting technical specifications including quality requirements.

5) Performance Bank Guarantees

Performance Bank Guarantee for MSME registered in the State of Odisha shall be 25% of the value normally prescribed.

The relaxation is only applicable to local MSME bidders who fulfil all the above mentioned criteria. The evaluation of the bids submitted shall be carried out accordingly and shall be limited to 20% of the total volume of the tender value.

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Centralized Contracts Group

The Centralized Contracts Group (CCG) is a shared group of 4 Discom (TPCODL, TPNODL, TPSODL &TPWODL) in Odisha.

Event Information**1.1 Scope of work**

Open Tenders are invited in E-Tender Bidding Process from interested Bidders for entering into a Rate Contracts valid for a period of **2 Year** as defined below:

Line Item no.	Description	EMD Amount (Rs.)	Tender Fee Including GST (Rs.)
1	Rate Contract for 2 years for 33KV, 11kV and 1.1 kV associated works (Construction / Augmentation) all over TPWODL/TPNODL/TPSODL area for releasing new HT & LT connection & other Misc. Distribution Electrical works	5,00,000/- (for each Discom)	5,000

1.2 Availability of Tender Documents

Non-transferable tender documents may be purchased by interested eligible bidders from address given below, on submission of written application to the under mentioned and upon payment of non-refundable Tender fee.

Chief –Centralized Contracts Group
TP Central Odisha Distribution Limited

1st Floor, Anuj Building, Plot No. 29, Satya Nagar, Bhubaneswar- 751007

Tender documents may be downloaded by interested eligible bidders from TPCODL/TPNODL/TPWODL/TPSODL WEBSITE www.tpcentralodisha.com with effect from dt. **24.06.2023**. In the event detailed tender documents are downloaded from TPCODL/TPNODL/TPWODL/TPSODL WEBSITE or are received through email from TPCODL, the Tender Fee shall be compulsorily submitted either online through NEFT/ RTGS or demand draft/ Banker's cheque drawn in favor of "TP Central Odisha Distribution Limited", payable at Bhubaneswar only. Any such bid submitted without this Fee shall be rejected.

Bidders are requested to visit TPCODL/TPNODL/TPWODL/TPSODL WEBSITE www.tpcentralodisha.com regularly for any modification/clarification to the bid documents.

1.3 Calendar of Events

(a)	Date of sale/ availability of tender documents from TPCODL/TPNODL/TPWODL/TPSODL WEBSITE website/ARIBA E-Tender Portal of TPCODL	From 28.06.2023
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(b)	Last date and time of payment of Tender fees through RTGS/NEFT to get link for participation in E-Tender portal	07.07.2023 upto 20:00 Hours
(c)	Last Date of receipt of Pre-Bid queries in MS – Excel format through e-mail, (if any) after which no queries will be entertained	10.07.2023 upto 17:00 Hours, after which no queries will be entertained
(d)	Last Date of Posting Consolidated replies to all the Pre-Bid queries as received in the TPCODL/TPNODL/TPWODL/TPSODL website	13.07.2023
(e)	Last date and time of receipt of Bids through ARIBA E-Tender portal	16.07.2023 upto 20:00 Hours
(f)	Date & Time of opening of Price of qualified bids	Will be notified to the successful bidders through our website / e-mail.

Note :- In the event of last date specified for submission of bids and date of opening of bids is declared as a closed holiday for Bhubaneswar office the last date of submission of bids and date of opening of bids will be the following working day at appointed times.

1.4 Mandatory documents required along with the Bid

- 1.4.1 EMD of requisite value and validity
- 1.4.2 Tender Fee in case the tender is downloaded from website
- 1.4.3 Requisite Documents for compliance to Qualification Criteria mentioned in Clause 1.7.
 - a. Audited P & L account for last Three Finance Years.
 - b. Performance certificate from the concerned clients to meet the Qualifying Criteria.
 - c. Under taking for availability of in house testing facility to carry out Routine and Acceptance test.
- 1.4.4 Duly signed and stamped 'Schedule of Deviations' as per Annexure III on bidder's letter head.
- 1.4.5 Duly signed and stamped 'Schedule of Commercial Specifications' as per Annexure IV on bidder's letter head.
- 1.4.6 Proper authorization letter/ Power of Attorney to sign the tender on the behalf of bidder.
- 1.4.7 Copy of PAN, GST, PF, Electrical License, and ESI Registration (In case any of these documents is not available with the bidder, same to be explicitly mentioned in the 'Schedule of Deviations')

Please note that in absence of any of the above documents, the bid submitted by a bidder shall be liable for rejection.

1.5 Deviation from Tender

Normally, the deviations to tender terms are not admissible and the bids with deviation are liable for rejection. Hence, the bidders are advised to refrain from taking any deviations on this Tender. Still in case of any deviations, all such deviations shall be set out by the Bidders, clause by clause in the 'Annexure III - Schedule of Deviations' and same shall be submitted as a part of the Technical Bid.

1.6 Right of Acceptance/Rejection

Bids are liable for rejection in absence of following documents: -

- 1.6.1 EMD of requisite value and validity

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- 1.6.2 Tender fee of requisite value
- 1.6.3 Price Bid as per the Price Schedule mentioned in Annexure-I
- 1.6.4 Necessary documents against compliance to Qualification Requirements mentioned at Clause 1.7 of this Tender Document.
- 1.6.5 Filled in Schedule of Deviations as per Annexure III
- 1.6.6 Filled in Schedule of Commercial Specifications as per Annexure IV
- 1.6.7 Receipt of Bid within the due date and time

TPCODL/TPNODL/TPWODL/TPSODL reserves the right to accept/reject any or all the bids without assigning any reason thereof.

1.7 Qualification Criteria

The qualification criteria shall be applicable for all Discom and shall be evaluated individually.

- a) The average annual turnover of the bidder shall be a minimum of Rs. 5 Crs for three financial years out of five Financial Year (*FY 18-19, FY 19-20, FY 20-21, FY 21-22, FY 22-23*) Copy of audited Balance Sheet and P&L Account to be submitted in this regard.
- b) Bidder should have successfully completed 11kV and 33kV Electrical Distribution works of cumulative orders value \geq Rs. 2 Crs in last three FY
- c) Bidder who have successfully completed or working during last 3 years in any Power Utility Company are eligible to participate/work.
- d) Bidder must have all statutory compliance like valid PAN, ESI registration, EPF registration and GSTN registration.
- e) Bidder can furnish a copy of valid Electrical License of Odisha Govt. within 6 months after award of Contract. However application for Electrical License shall be submitted prior to award of the contract. A Declaration to be given by the bidder for the same.

1.8 Marketing Integrity

We have a fair and competitive marketplace. The rules for bidders are outlined in the General Condition of Contracts. Bidders must agree to these rules prior to participating. In addition to other remedies available, CCG reserves the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the General Condition of Contracts. A bidder who violates the market place rules or engages in behavior that disrupts the fair execution of the marketplace, may result in restriction of a bidder from further participation in the marketplace for a length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

- Failure to honor prices submitted to the marketplace
- Breach of terms as published in TENDER/NIT

1.9 Supplier Confidentiality

All information contained in this tender is confidential and shall not be disclosed, published or advertised in any manner without written authorization from TPCODL/TPNODL/TPWODL/TPSODL. This includes all bidding information submitted to TPCODL/TPNODL/TPWODL/TPSODL. All tender documents remain the property of TPCODL/TPNODL/TPWODL/TPSODL and all suppliers are required

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to return these documents to TPCODL/TPNODL/TPWODL/TPSODL upon request. Suppliers who do not honor these confidentiality provisions will be excluded from participating in future bidding events.

1.0 Evaluation Criteria

- First the bids will be evaluated techno-commercially for their responsiveness to our Technical Specification, GTP & other terms and conditions contained in our Tender Document, basing on the documents furnished by the Bidder to meet our Qualifying Requirements & other terms. The bidders, who qualify at this stage, shall only be considered for Price Evaluation. Hence the bidder should take utmost care to submit required documents as specified in our Tender Document to avoid rejection at this stage. TPCODL/TPNODL/TPWODL/TPSODL reserves right to accept any item of better specification with loss level less than the specified value but without any additional cost implication over TPCODL/TPNODL/TPWODL/TPSODL i.e. no cost capitalization towards for offering loss less than the specified values in the tender document is permitted.
- Price bids of all Qualified Bidders shall be evaluated **Line item wise basis so as to arrive at Lowest evaluated price for each Line Item separately as per Schedule of items [Annexure I]**. TPCODL/TPNODL/TPWODL/TPSODL reserves the right to split the order line item wise and / or quantity wise, among more than one Bidder. Hence all bidders are advised to quote their most competitive rates.
- **Bidder has to mandatorily quote as per schedule of item [Annexure-I]. Failing to do so TPCODL/TPNODL/TPWODL/TPSODL may reject the bid.**

NOTE: In case of a new bidder not registered, factory inspection and evaluation shall be carried out to ascertain bidder's manufacturing capability and quality procedures. However, TPCODL/TPNODL/TPWODL/TPSODL reserves the right to carry out factory inspection and evaluation for any bidder prior to technical qualification. In case a bidder is found as Disqualified in the factory evaluation, their bid shall not be evaluated any further and shall be summarily rejected. The decision of TPCODL/TPNODL/TPWODL/TPSODL shall be final and binding on the bidder in this regard. t offered Price

1.1 Price Variation Clause: The prices shall remain "**FIRM**" during the entire contract period.

2.0 Submission of Bid Documents**3.1 Bid Submission**

Bidders are requested to submit their offer in line with this Tender document. TPCODL/TPNODL/TPWODL/TPSODL shall respond to the clarification raised by various bidders and the replies will be sent to all participating bidders through e-mail through TPCODL/TPNODL/TPSODL/TPWODL website/ e-tender portal/e-mail.

Bids shall be submitted in 3 (Three) parts:

FIRST PART: "EMD" as applicable shall be submitted. The EMD shall be valid for 210 days from the due date of bid submission in the form of BG/ Bank Draft / Bankers Pay Order (issued from a scheduled Bank) favoring 'TP Central Odisha Distribution Limited'. The original EMD has to be strictly in the format attached as **Annexure-XII** of this tender document and the same must reach to the address as

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mentioned in Cl. No. 1.2 with the tender No and contact person written on the top of the envelope, failing which it shall not be accepted and the bid as submitted shall be liable for rejection. A separate non-refundable tender fee of stipulated amount also needs to be transferred online through NEFT/RTGS in case the tender document is downloaded from our website.

TPCODL Bank Details for transferring Tender Fee and EMD is as below:**Account Name: TP Central Odisha Distribution Limited****Bank Name: SBI, IDCO Towers, Bhubaneswar****Bank Account No.: 10835304915****IFSC Code: SBIN0007891****In case the EMD is in the form of BG, the original hard copy must reach to the address mentioned in Sl. No.1.2 before opening of the Bid.****SECOND PART: "TECHNICAL BID" shall contain the following documents:**

- a) Documentary evidence in support of qualifying criteria
- b) Technical literature/GTP/Type test report etc. *(if applicable)*
- c) Qualified manpower (if available)
- d) Testing facilities *(if applicable)*
- e) No Deviation Certificate as per the Annexure III – Schedule of Deviations
- f) Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, payment terms etc. as per the Annexure IV – Schedule of Commercial Specifications.
- g) Quality Assurance Plan/Inspection Test Plan for supply items *(if applicable)*

The technical bid shall be properly indexed and is to be submitted through E-Tender portal of TPCODL.

THIRD PART: "PRICE BID" shall contain only the price details and strictly in format as mentioned in Annexure I with explicit break up of basic prices, Taxes & duties, Freight etc. In case any discrepancy is observed between the item description stated in Schedule of Items mentioned in the tender and the price bid submitted by the bidder, the item description as mentioned in the tender document (to the extent modified through Corrigendum issued if any) shall prevail.

FOR BIDS INVITED THROUGH E-PROCUREMENT PORTAL:

The interested bidders are requested to obtain user name and password for purpose of bid submission through e-procurement portal of TPCODL, Bhubaneswar (tatapower.sourcing.ariba.com).

Bids shall be submitted in 3 (Three) parts on the assigned folder of E-Tender site. May please refer the user manual available at (tatapower.sourcing.ariba.com).

Bids have to be mandatorily submitted only through e-procurement portal of TPCODL. Bids submitted through any other form/ route shall not be admissible.**The EMD in the form of Bank Draft / BG / Bankers Pay Order shall be submitted in original hard copy and then placed in sealed envelope which shall be clearly marked as below:****EMD**

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“Rate Contract for 2 years for 33KV, 11kV and 1.1 kV associated works (Construction / Augmentation) all over TPWODL,TPNODL & TPSODL area for releasing new HT & LT connection & other Misc. Distribution electrical works”

Please mention our Enquiry Number: - **TPCODL/CCG/23-24/011** on the Tender and drop the same at TP Central Odisha Distribution Limited, 2nd Floor, IDCO Towers, Janpath, Bhubaneswar-751019.

The envelope shall be addressed to:

Chief –Centralized Contract Group
TP Central Odisha Distribution Limited
2nd Floor, IDCO Towers, Janpath, Bhubaneswar-751019

The envelope shall also bear the Name and Address of the Bidder along with our Tender No. and subject.

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the TPCODL/TPNODL/TPWODL/TPSODL, shall be written in the English Language. Any printed literature furnished by the Bidder may be written in another Language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

The Bidder has the option of sending the Bids in person or by post. **(NOT APPLICABLE TO THIS TENDER)** However late receipt due to postal delay or any other reason will not be entertained. Bids submitted by Email/ Telex/ Telegram / Fax will be rejected. **No request from any Bidder to the TPCODL/TPNODL/TPWODL/TPSODL to collect the proposals from Courier/ Airlines/ Cargo Agents etc. shall be entertained by the TPCODL/TPNODL/TPWODL/TPSODL.**

SIGNING OF BID DOCUMENTS:

The bid must contain the name, residence and place of business of the person or persons making the bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.

The Bid being submitted must be signed by a person holding a Power of Attorney authorizing him to do so, certified copies of which shall be enclosed.

The Bid submitted on behalf of companies registered with the Indian Companies Act, for the time being in force, shall be signed by persons duly authorized to submit the Bid on behalf of the Company and shall be accompanied by certified true copies of the resolutions, extracts of Articles of Association, special or general Power of Attorney etc. to show clearly the title, authority and designation of persons signing the Bid on behalf of the Company. Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.

A bid by a person who affixes to his signature the word ‘President’, ‘Managing Director’, ‘Secretary’, ‘Agent’ or other designation without disclosing his principal will be rejected.

The Bidder’s name stated on the Proposal shall be the exact legal name of the firm.

3.2 Contact Information

All the bidders are requested to send their pre-bid queries (if any) against this tender through e-mail within the stipulated timelines. The consolidated reply to all the queries received shall be posted on TPCODL website by the stipulated timelines as detailed in calendar of events.

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Communication Details:

Name: Mr. Prashant Gupta
Contact No- 9634077589
E-Mail ID: prashant.gupta@tpcentralodisha.com
Name: Mr. Vipin Chauhan (Head-CCG)
Contact No: 9717393121
E-Mail ID: Vipin.Chauhan@tpnodl.com

3.3 Bid Prices

Bidders shall quote for the entire Scope of Supply / work as per the Technical Specification (Annexure-II) with a break up of prices for individual items and Taxes & duties. The bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each item & total price with taxes, duties & freight up to destination at various sites of TPCODL/TPWODL/TPNODL/TPSODL. The all-inclusive prices offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during the execution of the supply work, breakup of price constituents.

The quantity break-up shown else-where other than Price Schedule is tentative. The bidder shall ascertain himself regarding material required for completeness of the entire work. Any items not indicated in the price schedule but which are required to complete the job as per the Technical Specifications/ Scope of Work mentioned in the tender, shall be deemed to be included in prices quoted.

3.4 Bid Currencies

Prices shall be quoted in Indian Rupees Only.

3.5 Period of Validity of Bids

Bids shall remain valid for 180 days from the due date of submission of the bid.

Notwithstanding clause above, the TPCODL/TPNODL/TPWODL/TPSODL may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and responses thereto shall be made in writing.

3.6 Alternative Bids

Bidders shall submit Bids, which comply with the Bidding documents. Alternative bids will not be considered. The attention of Bidders is drawn to the provisions regarding the rejection of Bids in the terms and conditions, which are not substantially responsive to the requirements of the bidding documents.

3.7 Modifications and Withdrawal of Bids

The bidder is not allowed to modify or withdraw its bid after the Bid's submission. The EMD as submitted along with the bid shall be liable for forfeiture in such event.

3.8 Earnest Money Deposit (EMD)

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The bidder shall furnish, as part of its bid, an EMD amounting as specified in the tender. The EMD is required to protect the TPCODL/TPNODL/TPWODL/TPSODL against the risk of bidder's conduct which would warrant forfeiture.

The EMD shall be denominated in any of the following form:

- Banker's Cheque/ Demand Draft/ Pay order drawn in favor of "TP Central Odisha Distribution Limited", payable at Bhubaneswar.
- Online transfer of requisite amount through NEFT/ RTGS.
- Bank Guarantee valid for 210 days after due date of submission.

The EMD shall be forfeited in case of:

a) The bidder withdraws its bid during the period of specified bid validity.

Or

- b) The case of a successful bidder, if the Bidder does not
- i) accept the purchase order, or
 - ii) furnish the required performance security BG

3.9 Type Tests (if applicable)

The type tests specified in TPCODL/TPNODL/TPWODL/TPSODL specifications should have been carried out within five years prior to the date of opening of technical bids and test reports are to be submitted along with the bids. If type tests carried out are not within the five years prior to the date of bidding, the bidder will arrange to carry out type tests specified, at his cost. The decision to accept/ reject such bids rests with TPCODL/TPNODL/TPWODL/TPSODL.

3.0 Bid Opening & Evaluation process

4.1 Process to be confidential

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the TPCODL/TPNODL/TPWODL/TPSODL's processing of Bids or award decisions may result in the rejection of the Bidder's Bid.

4.2 Technical Bid Opening

Bids will be opened at TPCODL Office, Bhubaneswar as per the schedule mentioned in Calendar of Events. In case of limited tenders, the bids shall be opened internally by TPCODL/TPNODL/TPWODL/TPSODL. In case of Open Tenders, the bids shall be opened in the presence of accredited representatives of bidders who may choose to be present at the time of tender opening. Technical bid must not contain any cost information whatsoever.

First the envelope marked "EMD" will be opened. Bids without EMD & cost of tender (if applicable) of required amount/ validity in prescribed format, shall be rejected.

Next, the technical bid of the bidders who have furnished the requisite EMD will be opened, one by one. The salient particulars of the techno commercial bid will be read out at the sole discretion of TPCODL/TPNODL/TPWODL/TPSODL.

4.3 Preliminary Examination of Bids/Responsiveness

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TPCODL/TPNODL/TPWODL/TPSODL will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order. TPCODL/TPNODL/TPWODL/TPSODL may ask for submission of original documents in order to verify the documents submitted in support of qualification criteria.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.

Prior to the detailed evaluation, TPCODL/TPNODL/TPWODL/TPSODL will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the Goods offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation.

Bid determined as not substantially responsive will be rejected by the TPCODL/TPNODL/TPWODL/TPSODL and/or the TPCODL/TPNODL/TPWODL/TPSODL and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

4.4 Techno Commercial Clarifications

Bidders need to ensure that the bids submitted by them are complete in all respects. To assist in the examination, evaluation and comparison of Bids, TPCODL/TPNODL/TPWODL/TPSODL may, at its discretion, ask the Bidder for a clarification on its Bid for any deviations with respect to the TPCODL/TPNODL/TPWODL/TPSODL specifications and attempt will be made to bring all bids on a common footing. All responses to requests for clarification shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted owing to any clarifications sought by TPCODL/TPNODL/TPWODL/TPSODL. After all techno commercial issues are clarified, the Price Bid of the qualified bidders complying all Techno-Commercial conditions will be opened.

4.5 Price Bid Opening

Opening of Price bids is sole concerned upon the Techno-Commercial Evaluation. The EMD of the bidder withdrawing or substantially altering his offer at any stage after the technical bid opening will be forfeited at the sole discretion of TPCODL/TPNODL/TPWODL/TPSODL without any further correspondence in this regard.

4.7 Reverse Auctions

TPCODL/TPNODL/TPWODL/TPSODL reserves the right to conduct the reverse auction (instead of public opening of price bids) for the products/ services being asked for in the tender. The terms and conditions for such reverse auction events shall be as per the Acceptance Form attached as Annexure VI of this document. The bidders along with the tender document shall mandatorily submit a duly signed copy of the Acceptance Form attached as Annexure VI as a token of acceptance for the same.

5.0 Award Decision

TPCODL/TPNODL/TPWODL/TPSODL will award the contract to the successful bidder whose bid has been determined to be the lowest-evaluated responsive bid as per the Evaluation Criterion mentioned

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at Clause 2.0. The Cost for the said calculation shall be taken as the all-inclusive cost quoted by bidder in Annexure I (Schedule of Items) subject to any corrections required in line with Clause 4.3 above. The decision to place rate contract / purchase order/LOI solely depends on TPCODL/TPNODL/TPWODL/TPSODL on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that TPCODL/TPNODL/TPWODL/TPSODL may deem relevant.

TPCODL/TPNODL/TPWODL/TPSODL reserves all the rights to award the contract to one or more bidders so as to meet the delivery requirement or nullify the award decision without assigning any reason thereof.

In case any supplier is found unsatisfactory during the delivery process, the award will be cancelled and TPCODL/TPNODL/TPWODL/TPSODL reserves the right to award other suppliers who are found fit.

6.0 Order of Preference/Contradiction:

In case of contradiction in any part of various documents in tender, following shall prevail in order of preference:

1. Schedule of Items (Annexure I)
2. Post Award Contract Administration (Clause 7.0)
3. Submission of Bid Documents (Clause 3.0)
4. Scope of Work and SLA (if any)
5. Technical Specifications (Annexure II)
6. Inspection Test Plan (if any)
7. Acceptance Form for Participation in Reverse Auction (Annexure VI)
8. General Conditions of Contract (Annexure VII)

7.0 Post Award Contract Administration**7.1 Special Conditions of Contract**

- After finalization of tender, Rate Contract shall be issued on successful bidder with a validity period of **Two Year**. Prices shall remain "FIRM" till validity of issued rate contract. Within the validity of rate contract and as per requirement of material, release order shall be issued time to time.
- Capacity for order handling within stipulated delivery period, shall be submitted by the bidder and the same shall be utilized and decided by TPCODL/TPNODL/TPWODL/TPSODL for placement of Release Order (RO).
- If any addition of new item in the scope of work during the contract period, the price shall be agreed at the TPCODL/TPNODL/TPWODL/TPSODL existing Benchmarking rate/ approved Cost Data rate with a provision of 10% escalation. Undertaking shall be provided as per attached Annexure- Amendment during Contract Period.
- During emergency, Bidder need to mobilize the manpower with material to execute the job at any location under the jurisdiction of TPWODL/TPNODL/TPSODL.
- TPCODL/TPNODL/TPWODL/TPSODL at its discretion may reject any price bid, if the offered price is unviable.
- TPCODL/TPNODL/TPWODL/TPSODL may at its discretion conduct reverse auction among some of the qualified bidders. However, total no of qualified bidders to be considered for such reverse auction, shall be decided by TPCODL/TPNODL/TPWODL/TPSODL.

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- Award value of RC / RO issued to any Bidder post completion of tendering process may be determined, considering the techno-commercial capacity and performance of each Bidder
- **Bidder needs to quote mandatorily for each line item of the BoQ as per Annexure-3.** However, depending on their suitability they can choose any or all Discom.
- **Bidder need to quote for all circles, however, they can give their preference to work, circle wise as per Annexure-2. Details of Circle and Division are attached as Annexure-1.**
- Business Associate (BA) shall submit applicable Performance Bank Guarantee as per GCC within 15 days of issuance of rate contract. PBG applicable shall be 5% of Rate Contract Value. PBG submitted, shall be released after completion of applicable guarantee period plus Three months claim period.
- TPCODL/TPNODL/TPWODL/TPSODL shall short close the issued Release Order / Rate contract, in case of any work performance or quality issue or work is not found satisfactorily.
- Mobilization of Manpower shall be within one month from date of issue of Contract/LOI.
- Bidder shall submit valid Electrical License issued from Govt. of Odisha within 6 months from date of issue of Contract.
- Any change in statutory taxes, duties and levies shall be borne by TPCODL/TPNODL/TPWODL/TPSODL. However, in case of delay in work execution owing to reasons not attributable to TPCODL/TPNODL/TPWODL/TPSODL, any increase in total liability shall be passed on the Bidder, whereas any benefits arising owing to such statutory variation in taxes and duties shall be passed on TPCODL/TPNODL/TPWODL/TPSODL.
- All other terms and conditions of TPCODL/TPNODL/TPWODL/TPSODL GCC shall be applicable.
- The Exclusive Condition of Contract (ECC) as attached as Annexure-4, shall be part of tender documents.
- Safety Policy of TPCODL/TPNODL/TPWODL/TPSODL which is integral part of the tender document has been attached as Annexure-5. Bidder shall be submit their acceptance while submitted their complete Bid Documents.

7.2 Drawing Submission & Approval

NA

7.3 Delivery Terms

The Contract shall be valid for 2 years. The RO shall be issued within the validity of the RC and as per requirement of TPCODL/TPNODL/TPWODL/TPSODL.

7.4 Warranty Period

Guarantee Period shall be 12 months from date of handing over the site.

7.5 Payment Terms

The payment shall be released **within 30 days** from the date of submission of certified bills/ invoices

- i. Payment schedule:
 - 85% on Pro-rata basis/ monthly running bill
 - 15% post completion of work & HOTO

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7.6 Climate Change

Significant quantities of waste are generated during the execution of project and an integrated approach for effective handling, storage, transportation and disposal of the same shall be adopted. This would ensure the minimization of environmental and social impact in order to combat the climate change

7.7 Ethics

- TPCODL/TPNODL/TPWODL/TPSODL is an ethical organization and as a policy TPCODL/TPNODL/TPWODL/TPSODL lays emphasis on ethical practices across its entire domain. Bidder should ensure that they should abide by all the ethical norms and in no form either directly or indirectly be involved in unethical practice.
- TPCODL/TPNODL/TPWODL/TPSODL work practices are governed by the Tata Code of Conduct which emphasizes on the following:
 - We shall select our suppliers and service providers fairly and transparently.
 - We seek to work with suppliers and service providers who can demonstrate that they share similar values. We expect them to adopt ethical standards comparable to our own.
 - Our suppliers and service providers shall represent our company only with duly authorized written permission from our company. They are expected to abide by the Code in their interactions with, and on behalf of us, including respecting the confidentiality of information shared with them.
 - We shall ensure that any gifts or hospitality received from, or given to, our suppliers or service providers comply with our company's gifts and hospitality policy.
 - We respect our obligations on the use of third party intellectual property and data.

Bidder is advised to refer GCC attached at Annexure X for more information.

Any ethical concerns with respect to this tender can be reported to the following e-mail ID: pravin.jain@tpcentralodisha.com

8.0 Specification and standards:

Attached separately with tender.

9.0 General Condition of Contract

Any condition not mentioned above shall be applicable as per GCC for Supply attached along with this tender.

10.0 Safety

Safety related requirements as mentioned in our safety Manual is put in the Company's website and same shall be strictly followed.

<http://www.tatapower.com>

All Associates shall strictly abide by the guidelines provided in the safety manual at all relevant stages during the contract period.

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ANNEXURE I (3)**Price Schedule as per attached Annexure-1 (3)****NOTE:**

- The overall period of the rate contract shall be for a period of 2 year and prices shall be “FIRM” till the validity of contract. Release order shall be issued as per requirement of TPWODL,TPNODL & TPSODL.
- The Offered Price will be evaluated for each Line item to arrive at the lowest offered Price for each item.
- The bidders are advised to quote prices strictly in the above format. Failing to do so, bids are liable for rejection.
- **Bidder needs to quote mandatorily for each line item of the BoQ.**
- The bidder must fill each and every column of the above format. ***Mentioning “extra/inclusive” in any of the column may lead for rejection of the price bid.***
- No cutting/ overwriting in the prices is permissible.
- Quantities mentioned above is for evaluation purpose only, quantities may change as per actual requirements.

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Northern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

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ANNEXURE II

Technical Specifications attached separately with the tender.

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ANNEXURE III**Schedule of Deviations**

*Bidders are advised to refrain from taking any deviations on this TENDER. Still in case of any deviations, all such deviations from this tender document shall be set out by the Bidders, Clause by Clause in this schedule and submit the same as a part of the **Technical Bid**.*

Unless specifically mentioned in this schedule, the tender shall be deemed to confirm the TPCODL/TPNODL/TPWODL/TPSODL's specifications:

S. No.	Clause No.	Tender Clause Details	Details of deviation with justifications

By signing this document we hereby withdraw all the deviations whatsoever taken anywhere in this bid document and comply to all the terms and conditions, technical specifications, scope of work etc. as mentioned in the standard document except those as mentioned above.

Seal of the Bidder:

Signature:

Name:

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ANNEXURE IV**Schedule of Commercial Specifications**

(The bidders shall mandatorily fill in this schedule and enclose it with the offer Part I: Technical Bid. In the absence of all these details, the offer may not be acceptable.)

S. No.	Particulars	Remarks
1.	Prices firm including GST	Yes / No
2.	Delivery	Weeks / months
3.	Guarantee clause acceptable	Yes / No
4.	Terms of payment acceptable	Yes / No
5.	Performance Bank Guarantee acceptable	Yes / No
6.	Liquidated damages clause acceptable	Yes / No
7.	Validity (180days) (From the date of opening of technical bid)	Yes / No
8.	Inspection during stage of manufacture	Yes / No
9.	Rebate for increased quantity	Yes / No (If Yes, indicate value)
10.	Change in price for reduced quantity	Yes / No (If Yes, indicate value)
11.	Covered under Small Scale and Ancillary Industrial Undertaking Act 1992	Yes / No (If Yes, indicate, SSI Reg'n No.)

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ANNEXURE V**Checklist of all the documents to be submitted with the Bid**

Bidder has to mandatorily fill in the checklist mentioned below:-

S. No.	Documents attached	Yes / No / Not Applicable
1	EMD of required value	
2	Tender Fee as mentioned in this RFQ	
3	Company profile/ organogram	
4	Signed copy of this RFQ as an unconditional acceptance	
5	Duly filled schedule of commercial specifications (Annexure IV)	
6	Sheet of commercial/technical deviation if any (Annexure III)	
7	Audited Balance sheet for the last completed three financial years; mandatorily enclosing Profit & loss account statement	
8	Acknowledgement for Testing facilities if available (duly mentioned on bidder letter head)	
9	List of Machine/tools with updated calibration certificates if applicable	
10	Details of order copy (duly mentioned on bidder letter head)	
11	Order copies as a proof of quantity executed	
12	Details of Type Tests if applicable (duly mentioned on bidder letter head)	
13	All the relevant Type test certificates as per relevant IS/IEC (CPRI/ERDA/International Accredited Lab.) if applicable.	
14	Project/ Supply Completion certificates	
15	Performance certificates	
16	Client Testimonial/Performance Certificates	
17	Credit rating/ Solvency certificate	
18	Undertaking regarding non blacklisting (On company letter head)	
19	List of trained/ Untrained Manpower	
20	Valid BEE certification to use star Level for the offered Transformers	
21	Self declaration in company letter head to furnish TTR within stipulated time as per the format attached in Annexure-XI	
22	Self declaration in company letter head confirming production capacity as OEM to meet the tendered quantity	

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Annexure VI**Acceptance Form for Participation In Reverse Auction Event***(To be signed and stamped by the bidder)*

In a bid to make our entire procurement process more fair and transparent, TPCODL/TPNODL/TPWODL/TPSODL intends to use the reverse auctions as an integral part of the entire tendering process. All the bidders who are found as technically qualified based on the tender requirements shall be eligible to participate in the reverse auction event.

The following terms and conditions are deemed as accepted by the bidder on participation in the bid event:

1. TPCODL/TPNODL/TPWODL/TPSODL shall provide the user id and password to the authorized representative of the bidder. *(Authorization Letter in lieu of the same shall be submitted along with the signed and stamped Acceptance Form).*
2. TPCODL/TPNODL/TPWODL/TPSODL will make every effort to make the bid process transparent. However, the award decision by TPCODL/TPNODL/TPWODL/TPSODL would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of TPCODL/TPNODL/TPWODL/TPSODL, bid process, bid technology, bid documentation and bid details.
4. The bidder is advised to understand the auto bid process to safeguard themselves against any possibility of non-participation in the auction event.
5. In case of bidding through Internet medium, bidders are further advised to ensure availability of the entire infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, internet response issues, software or hardware hangs, power failure or any other reason shall not be the responsibility of TPCODL/TPNODL/TPWODL/TPSODL.
6. In case of intranet medium, TPCODL/TPNODL/TPWODL/TPSODL shall provide the infrastructure to bidders. Further, TPCODL/TPNODL/TPWODL/TPSODL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case of an auction event is restarted, the best bid as already available in the system shall become the start price for the new auction.
7. In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be outrightly rejected by TPCODL/TPNODL/TPWODL/TPSODL.
8. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
9. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at TPCODL/TPNODL/TPWODL/TPSODL site.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder.
11. No requests for time extension of the auction event shall be considered by TPCODL/TPNODL/TPWODL/TPSODL.

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12. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all inclusive prices offered during conclusion of the auction event for arriving at Contract amount.

Signature & Seal of the Bidder**Annexure VII****General Condition of Contracts as Attached**

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Annexure XI**UNDERTAKING FOR SUBMISSION OF TYPE TEST REPORT**

(Applicable for bidders who do not have CPRI/ERDA Type Test Report for offered materials but have Type Test Report for higher sizes/ratings from any other accredited testing laboratory)

Name of the Purchaser: -----

Tender Specification No: -----

Sir,

I/we, the undersigned do hereby undertake, that we shall submit the required Type Test report & relevant Design Drawings responding TPCODL/TPNODL/TPWODL/TPSODL Specification & duly approved by CPRI / ERDA/ or any Internationally Accredited Testing Laboratory for our offered materials within 3 months from the date of issue of Rate Contract by TPCODL/TPNODL/TPWODL/TPSODL, failing which TPCODL/TPNODL/TPWODL/TPSODL may cancel the RC issued in our favour forfeiting our E.M.D. The cost towards conducting such Type Testing of the offered materials will be borne by us.

Yours faithfully,

Place-

Date-

Signature of the bidder

With seal

(This Annexure shall be duly filled-up and signed by the bidder & submitted along with the original copy of the Bid.)

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Annexure XII

Format of BID BG

Whereas (Name of the Contractor), a Company incorporated under the Indian Companies Act 1956, having its Registered office at _____, (hereinafter called the "BIDDER") has in response to your Invitation to Bid against Enquiry No. _____ dated _____, for (name of work), offered to supply and/or execute the works as contained in Employers letter dated _____.

AND WHEREAS BIDDER is required to furnish to you a Bank Guarantee for the sum of Rs. _____/-(Rupees ____ only) as Earnest Money against Bidder's offer as aforesaid.

AND WHEREAS we, (name of the bank) having our Registered Office at _____ and Branch office at _____, have at the request of Bidder, agreed to give you this Guarantee as hereinafter contained.

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NOW THEREFORE, in lieu of earnest money deposit, we, the undersigned, hereby covenant that the aforesaid Bid of the BIDDER shall remain open for acceptance by you during the period of validity as mentioned in the Bid Document or any extension thereof as requested by you and if Bidder shall for any reason back out, whether expressly or impliedly, from this said Bid during the period of its validity or any extension thereof as aforesaid, we hereby guarantee to you the payment of the sum of Rs. _____/-(Rupees _____ only) on demand and without demur and notwithstanding the existence of any dispute between you and the BIDDER in this regard and we hereby further agree as follows:

- (a) You shall have the right to file/make a claim on us under the Guarantee for a further period of six months from the said date of expiry.
- (b) That this guarantee shall not be revoked during its currency without your written express consent.
- (c) That you may without affecting this guarantee grant time or other indulgence to or negotiate further with BIDDER in regard to the conditions contained in the said Bid document and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between you and BIDDER.
- (d) That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of BIDDER.
- (e) That any account settled between you and BIDDER shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.

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- (f) That this guarantee commences from the date hereof and shall remain in force till BIDDER, if his Bid is accepted by you, furnishes the Contract Performance Guarantee as required under the said specifications and executes formal Contract Agreement as therein provided or till ____Days (__days) from the date of submission of the Bid by the BIDDER i.e. (expiry date), whichever is earlier.
- (g) That the expression, BIDDER and Bank, and OWNER herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assignees.
- (h) Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs. _____/-(Rupees _____ only) and the Guarantee will remain in force upto and including and shall be extended from time to time for such period or periods as may be desired by you. Unless a demand or claim under this Guarantee is received by us in writing within six months from (expiry date), i.e. on or before (claim period date), we shall be discharged from all liabilities under this guarantee thereafter.
- (i) Any claim/extension under the guarantee can be lodgeable at issuing outstation bank or at Bhubaneswar branch and claim will also be payable at Bhubaneswar Branch. **(To be confirmed by Bhubaneswar Branch by a letter to that effect)**

Notwithstanding anything contained hereinabove :

- a) Our liability under this Bank Guarantee shall not exceed Rs. _____/-(Rupees _____ only).
- b) This Bank Guarantee shall be valid upto ----- 20__.

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- c) Our Liability to make payment shall arise and we are liable to pay the guaranteed amount or any part there of under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ----- 20__.

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