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ODISHA POWER TRANSMISSION CORPORATION LTD.

(A Government of Odisha Undertaking)

CIN – U40102OR2004SGC007553

REGD. OFFICE: JANPATH, BHUBANESWAR – 751022,

OFFICE OF THE DEPUTY GENERAL MANAGER (ELECT.)

EHT (O&M) DIVISION, MERAMUNDALI

AT: KANTABANIA (400/220/132/33 KV GRID S/S, MERAMUNDALI), P.O: KUSUPANGA-759121,

DIST: DHENKANAL (ODISHA)

CIN: U4102OR2004SGC007553

/ GSTN: 21AAACO7873L1Z6

Email: ehtm.div.mrm@optcl.co.in

TENDER SPECIFICATION

No. 06/2024-2025

for

“Supply of 02 Nos. Junction Box cum 200A MCCB Panel and 02 Nos. Outdoor Type ACB Panels for 750KVA and 500KVA Aux. Transformer of 400/220/132KV Grid S/S, Meramundali”

Date of Sale of Tender Paper	31-01-2025 (10:00AM) to 15-02-2025 (Up to 01:00PM)
Last Date of submission of Tender Paper	15-02-2025 (Up to 03:00PM)
Date of Opening of Tender	15-02-2025 (At 03:30PM)
Cost of Tender Paper (non-refundable)	Rs. 2000.00+18% GST extra = Rs 2360.00
EMD (Refundable)	Rs. 5000.00 (Rupees Five Thousand only)

ISSUED TO

M/S.....

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ODISHA POWER TRANSMISSION CORPORATION LTD.

OFFICE OF THE DEPUTY GENERAL MANAGER (ELECT.)

EHT (O&M) DIVISION, MERAMUNDALI

AT: KANTABANIA (400/220/132/33 KV GRID S/S, MERAMUNDALI), P.O: KUSUPANGA-759121, DIST: DHENKANAL (ODISHA), CIN: U4102OR2004SGC007553

GSTN: 21AAACO7873L1Z6, Email: ehtm.div.mrm@optcl.co.in

OPEN TENDER CALL NOTICE NO. 06/2024-25

For and on behalf of OPTCL, sealed tenders duly superscribed as “**Tender Specification No.06/2024-25** are invited from authorized manufacturer/ dealers having valid PAN Card, GST registration Certificate for the work “**Supply of 02 Nos. Junction Box cum 200A MCCB Panel and 02 Nos. Outdoor Type ACB Panels for 750KVA and 500KVA Aux. Transformer of 400/220/132KV Grid S/S, Meramundali**”.

The bidders can view the tender documents from website free of cost. The bidders who want to submit bid shall have to pay a non-refundable amount **Rs. 2360.00 (Rupees Two Thousand Three Hundred Sixty) only Including GST**, towards Tender Paper cost in the form of **Cash/Demand Draft**, and a refundable amount of **Rs. 5000.00 (Rupees Five Thousand only)** towards EMD in the form of **Cash/Demand Draft** only in favour of **General Manager, EHT (O&M) Circle, Chainpal, OPTCL, payable at UCO Bank, TPS Talcher Branch, Angul** (In case the B.D made from any other nationalized bank payable will be allowed, but the bidders have to deposit the collection fee (Bank transaction fee) along with the paper cost. **The Tender Paper cost is Non-refundable.**

Tender papers are to be purchased from the office of the undersigned. The money receipt of the payment should be collected from the office of the General Manager, EHT (O&M) Circle Chainpal, which is to be submitted at the office of the DGM, EHT (O&M) Division, Meramundali towards obtaining the tender specification.

Date of Sale of Tender Paper	31-01-2025 (10:00AM) to 15-02-2025 (Up to 01:00PM)
Last Date of submission of Tender Paper	15-02-2025 (Up to 03:00PM)
Date of Opening of Tender	15-02-2025 (At 03:30PM)

For detail, please visit our website: www.optcl.co.in

Corrigendum if any, shall be published in the web site only.

N.B:- The Tender Paper must be purchased from this office only. No other mode like downloaded paper from website will be accepted.

**DEPUTY. GENERAL MANAGER, (Elect.)
EHT (O&M), DIVISION, MERAMUNDALI**

INSTRUCTION TO BIDDERS

The Bidders must read in detail the “Instruction to Bidders” and “General terms and conditions” before filling the tender documents.

1. TENDERS:

- A) Bidders can read technical specification from the website free of cost. Only those who have purchased the Tender specification from this office can submit their Tender. Bidders must submit their bids with original signature. Tenders submitted by other mode will be rejected.
- B) Sealed tenders are invited from **Reputed manufacturers/ Authorized Dealers having valid PAN, GST regd. Certificate, Authorised Dealership Certificate, Test Certificates** with sealed envelope super-scribed as **“Tender call Notice No. 06/2024-25: Supply of 02 Nos. Junction Box cum 200A MCCB Panel and 02 Nos. Outdoor Type ACB Panels for 750KVA and 500KVA Aux. Transformer of 400/220/132KV Grid S/S, Meramundali & Date of Opening of the tender on the body of the Sealed Envelope** and addressed to the **Deputy General Manager, EHT (O&M) Division, Meramundali**”. Bidder should not write their name or any other information on the body of the sealed envelope.
- C) Tender shall be submitted either in person or by registered post & any other means of delivery shall not be accepted. The authority is not responsible for receipt of tender after due date due to postal delay or any other reasons. The tender should be posted by the registry post to reach at **Odisha Power Transmission Corporation Ltd., Office of the Deputy General Manager, EHT (O&M) DIVISION, MERAMUNDALI, AT: KANTABANIA (400/220/132/33 KV GRID S/S, MERAMUNDALI), P.O: KUSUPANGA-759121, DIST: DHENKANAL (ODISHA), 759121.**

2. (i) Bid Documents:-

- (a) **Tender Papers-01 Set (all pages signed by bidder)**
- (b) **Money receipt of Tender paper Purchased**
- (c) **Self attested Photocopy of PAN**
- (d) **Self attested Photocopy of GST**
- (e) **Authorized Manufacture/ Dealer Certificate and Test Certificates**

Bid Documents are compulsory otherwise bid will be treated as cancelled.

3. Experience: - The bidders may submit a copy of past experience if any regarding supply of similar materials to GRIDCO/ OPTCL or any other state or central PSUs/Govt.

4. INFORMATION ON COMPETITORS:

Bidders have right to know information on competitors only at the time of opening of the bids. No further information on competitors shall be provided at any other point / stage of the tender without prejudice to Right to Information Act – 2005.

5. OPENING OF TENDERS:

- A. Copy of PAN card/ GSTIN/ GST certificate, Authorized Dealership Certificate and Test Certificates must be enclosed with the tender bids.
- B. Bidders themselves or their authorized representatives (possessing authorization letter in original) shall be allowed to attend opening event of the tenders.

6. RIGHT TO REJECT /ACCEPT ANY TENDER:

The authority reserves the right either to reject or to accept any or all tenders if the situation so warrants in the interest of the department. The authority has exclusive right to alter the order at the time of placing final purchase order. It may be clearly understood by the Tenderer that the authority need not assign any reason for any of the above action[s].

7. EVALUATION OF PRICE BIDS:

- Order on the firm will be placed on the basis of L1 evaluated price of the techno-commercial qualified bidders. However the agency has to submit drawing for approval prior to supply of material. However, OPTCL reserves the right to split up the orders among bidders on individual merits of the bidders, if the situation so warrants, in the interest of OPTCL. All the bidders may be required to explain/ justify the basis of their quoted rates as and when asked for. In case, any bidder fails to justify his quoted rates or refuses to co-operate in this regard, they will not be considered for participating in the tendering process and will not be allowed to participate in any future tender for a period of (3) three years.
8. Tender should be prepared clearly and without any overwriting and corrections. Erasures and other changes shall bear the dated with initial of the person signing the Tender.
 9. In the event of discrepancy or arithmetical error in the schedule of price, the decision of the authority shall be final and binding on the tenderer. For evaluation, the price mentioned in words shall be taken if there is any difference in figure and word in the price bid.
 10. **Validity:** Tenderers are requested to keep the validity of their offer for a period of 180 days from the date of opening of tender.
 11. **Price:** The bidders are advised to quote their rate as per the price schedule in **Annexure-II, Section -V**. The unit rate and the total amount should be entered in figures and words. Any correction should be attested under the seal of the Firm/ Contractor. In case of any difference between figure and words in the price schedule the price mentioned in words should be taken into consideration for evaluation.
 12. **Taxes:** Taxes, if any shall be mentioned extra.
 13. **Destination:** The materials in full quantity and in complete shape shall be delivered at 400/220/132KV Grid S/S, Meramundali, At-Kantabania, Near TATA Steel, Po-Kusupanga, Dist-Dhenkanal-759121, Odisha.
 14. **Delivery:** The material should be supplied within 30 days from the date of issue of Purchase order. If the materials could not be delivered within scheduled date due to reasons beyond the control of the supplier, then Delivery period may be extended on written request by the supplier. The purchaser on request may agree to extend the delivery date if reasonable. If the order is not completed within the stipulated time period, then penalty shall be imposed as per clause No.22 of SECTION-III .Order shall be liable for cancellation with forfeiture of Earnest money/ Security Deposit against non-execution of the work.
 15. **Earnest Money Deposit:** The bidder is to deposit EMD @**Rs 5000.00 (Rupees Five Thousand)** only in shape of bank draft only, drawn in favour of **General Manager, EHT (O&M) Circle, Chainpal, OPTCL, payable at UCO Bank, TPS Talcher Branch, Angul**. The EMD of successful tenderer will be refunded after deposit of security-cum performance deposit. The EMD of all unsuccessful tenderers shall be refunded on written request after finalization of tender. No interest shall be paid on EMD. No adjustment towards EMD shall be permitted against outstanding amount, if any, remain with the OPTCL.

The Authority reserves the right to reject the notice/ award the contract among any responsive bidders against this tender or without assigning any reason thereof. All other terms and conditions will be governed by OPTCL as per Rules.

**DEPUTY. GENERAL MANAGER, (Elect.)
EHT (O&M), DIVISION, MERAMUNDALI**

GENERAL TERMS AND CONDITIONS
GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.]

1. Scope of the contract:

This specification covers the design, manufacture, assembly, inspection, testing, packing and delivery of **02 Nos. Junction Box cum 200A MCCB Panel and 02 Nos. Outdoor Type ACB Panels for 750KVA and 500KVA Aux. Transformer of 400/220/132KV Grid S/S, Meramundali** as per the relevant Indian Standards and the details mentioned in the Technical Specification. The same are required for outdoor utilization in EHT substation. The material offered shall be complete with all components that are necessary for efficient operation. Such parts shall be deemed to be within scope of the supply whether specifically mentioned or not. Fittings shall conform in all respect to the highest standard of engineering, design, and workmanship and shall be capable of performing trouble free continuous operation.

2 Definition of terms:

For the purpose of this specification and General Terms and Conditions of contract [GTCC], the following words shall have the meanings hereby indicated, except where otherwise described or defined.

- 2.1 “The Purchaser” shall mean the Dy.General Manager, EHT (O&M) Division, Meramundali for and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD., Bhubaneswar.
- 2.2 “The Engineer” shall mean the Engineer appointed by the Purchaser for the purpose of this contract.
- 2.3 “Purchaser’s Representative” shall mean any person or persons or consulting firm appointed and remunerated by the Purchaser to supervise, inspect, test and examine workmanship and materials of the equipment to be supplied.
- 2.4 “The supplier” shall mean the bidder whose bid has been accepted by the purchaser and shall include the bidder’s executives, administrators, successors and permitted assignees.
- 2.5 “Equipment” shall mean and include all machinery, apparatus, materials, and articles to be provided under the contract by the suppliers.
- 2.6 “Contract Price” shall mean the sum named in or calculated the bid.
- 2.7 “General Condition” shall mean these General Terms and Conditions of Contract.
- 2.8 “The Specification” shall mean both the technical as well as commercial parts of the specification annexed to or issued with GTCC and shall include the schedules and drawings, attached thereto as well as all samples and pattern, if any.
- 2.9 “Month” shall mean “Calendar month”.
- 2.10 “Writing” shall include any manuscript, type written, printed or other statement reproduction in any visible form and whether under seal or under hand.
- 2.11 “FOR Destination costs” shall mean the cost of equipment and material at the consignee’s store/site. The cost is inclusive of GST, packing, forwarding, insurance and freight charges.
- 2.12 The term “Contract document” shall mean and include GTCC, specifications, schedules, drawings and form of tender, Notice Inviting Tender, covering letter, schedule of prices or the final General Conditions, any special conditions, applicable to the particular contract.
- 2.13 Terms and conditions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act, failing that in the ODISHA General Clauses Act.

3. MANNER OF EXECUTION:

All materials supplied under the contract shall be manufactured in the manner, set out in the specification or where not set out, to the reasonable satisfaction of the Purchaser’s representative.

4. INSPECTION & TESTING:

- (i) The purchaser’s representative shall be entitled at all reasonable times during manufacture to inspect, examine and test at the manufacturer’s premises, the materials and workmanship of all equipment/materials to be supplied under this contract and if part of the said

equipment/material is being manufactured in other premises, the supplier shall obtain for the purchaser's representative permission to inspect, examine and test as if the equipment/material were being manufactured in the contractor's premises. Such inspection, examination and testing shall not relieve the supplier from his obligations under the contract.

- (ii) The Supplier shall give to the purchaser adequate time/notice (at least clear 15 days for inside the state suppliers and 20 days for outside the state suppliers) in writing for inspection of materials indicating the place at which the equipment/material is ready for testing and inspection and shall also furnish the shop Routine Test Certificate, Calibration certificates of Testing instruments, calibrated in Govt. approved laboratory / NABL Accredited Laboratory with authenticity letter of that laboratory along with the offer for inspection. A packing list along with the offer, indicating the quantity which can be delivered in full truck load/Mini truck load to facilitate issue of dispatch instruction shall also be furnished.
- (iii) Where the contract provides for test at the Premises of the supplier/ manufacturer/ contractor or any of his sub-vendors, the supplier/ manufacturer/ contractor shall provide such assistance, labour, materials, electricity, fuel and instruments, as may be required or as may be reasonably demanded by the Purchaser's representative to carry out such tests efficiently. The supplier/ manufacturer/ contractor is required to produce shop routine test Certificate, calibration certificates of Testing Instruments before offering their materials/equipment for inspection & testing. The test house/laboratory where tests are to be carried out must be approved by the Govt / NABL. A letter pertaining to Govt. / NABL approved laboratory must be furnished to the purchaser along with the offer for inspection.
- (iv) After completion of the tests, the Purchaser's representative shall forward the test results to the Purchaser. If the test results conform to the specific standard and specification, the Purchaser shall approve the test results and communicate the same to the supplier in writing. The supplier shall provide at least two copies of the test certificates to the Purchaser.
- (v) The Purchaser has the right to have the tests carried out at his own cost by an independent agency whenever there is dispute regarding the quality of supply.
- (vi) If the firm fails to present the offered items for inspection/testing as per their inspection call due to any reason(s) during the visit of inspecting officer at the testing site, the firm shall have to bear all expenses towards repetition of inspection and testing of the total offered quantity or part thereof.

5. **DRAWINGS APPROVAL:** Immediately on receipt of the purchase order, an authorized representative of the bidder shall come with necessary drawings for approval of the consignee / end-user department.

6. **REJECTION OF MATERIALS:** In the event any of the equipment / materials supplied by the bidder is found defective due to faulty design, bad workmanship, bad materials used or otherwise not in conformity with the requirements of the Specification, the Purchaser shall either reject the equipment / material or ask the supplier in writing to rectify or replace the defective equipment / material free of cost to the purchaser. The Supplier on receipt of such notification shall either rectify or replace the defective equipment/material free of cost to the purchaser within 15 days from the date of issue of such notification by the purchaser. If the supplier fails to do so, the Purchaser may:

- a) At its option replace or rectify such defective equipment/materials and recover the extra costs so involved from the supplier plus fifteen percent and/or.
- b) Terminate the contract for balance work/supplies, with enforcement of penalty Clause as per contract for the un-delivered goods and with forfeiture of Performance Guarantee / Composite Bank guarantee.

c) Acquire the defective equipment/materials at reduced price, considered equitable under the circumstances.

7. EXPERIENCE OF BIDDERS:

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

- (i) Name of the manufacturer:
- (ii) Standing of the firm and experience in supply /manufacture of equipment / material quoted:
- (iii) Description of equipment/ material similar to that quoted, supplied and installed during the last two years with the name(s) of the Organizations to whom supplies were made wherein, **at least one (1) certificate** shall be from a state/central P.S.U.
- (iv) Details as to where installed etc.
- (v) Testing facilities at manufacturer's works.
- (vi) If the manufacturer is having collaboration with another firm [s], details regarding the same.
- (vii) Attested legible Xerox copies of necessary Manufacturer's certificate, Manufacturer's Authorization Certificate, valid authorized dealership certificate, Manufacturer's Price list and technical literature etc. should be furnished along with the tender. **If required, the firms may be requested to produce such original certificates for verification.**
- (viii) In case of manufacturers as bidders, they have to clearly state their experience, resources, engineering capacity. The bidder shall have to provide certificate for **manufacturing experience of minimum 5 years** for manufacturing of the materials / equipment
- (ix) The purchaser reserves the right to waive off the stipulation in respect of experience in case of new firms.
- (x) **The tender shall be accompanied with dimensional drawing and technical literature, leaflets, manuals if any.**

8. LANGUAGE AND MEASURES:

All documents pertaining to the contract including specifications, schedule, notices, correspondence, operating and maintenance instructions, drawings or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in this contract.

9. DEVIATION FROM SPECIFICATION:

It is in the interest of the tenderers to study the specification, specified in the tender schedule thoroughly before tendering so that, if any deviations are made by the Tenderers, (both commercial and Technical), the same are to be prominently brought out on a separate sheet under heading "Deviations Commercial" and "Deviations Technical".

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

10. RIGHT TO REJECT/ ACCEPT ANY TENDER:

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

11. Supplier to inform himself fully:

The supplier shall examine the instructions to tenderers, general conditions of contract, specification and the schedules of quantity and delivery to satisfy himself as to all terms and conditions and circumstances affecting the contract price. He shall quote price [s] according to his own views on these matters and understand that no additional allowances except as otherwise provided there in will be admissible. The purchaser shall not be responsible for any misunderstanding or incorrect information, obtained by the supplier other than the information given to the supplier in writing by the purchaser.

12. DELIVERY:

- a) Time being the essence of the contract; the equipment shall be supplied within the delivery period, specified in the contract. The Purchaser, however, reserves the right to reschedule the delivery and change the destination if required. The delivery period shall be reckoned from the date of placing the Letter of Intent/Purchase order, as may be specified in LOI / Purchase order.
- b) **The desired delivery period shall be from 30 (thirty) days of placing purchase order.**

13. DESPATCH INSTRUCTIONS.

- a) The equipment / materials should be securely packed and dispatched directly to the specified site at the supplier's risk by Road Transport only after getting dispatch clearance from the purchaser.
- b) **Loading & unloading of Ordered Materials.**
It will be the sole responsibility of the supplier for loading and unloading of materials both at the factory site and at the destination site/store. The Purchaser shall have no responsibility on this account.

14. FORCE MAJEURE:

The supplier shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force majeure such as acts of god, acts of the public enemy, acts of Govt., Fires, floods, epidemics, strikes, Freight Embargo and provided that the supplier shall within Ten (10) days from the beginning of delay on such account notify the purchaser in writing of the cause of delay. The purchaser shall verify the facts and grant such extension, if facts justify.

15. EXTENSION OF TIME:-

If the delivery of equipment / material is delayed due to reasons beyond the control of the supplier, the supplier shall without delay give notice to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice may or may not agree to extend the contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract.

16. GUARANTEE PERIOD: -

- (i) The Panels covered by this specification should be guaranteed for satisfactory operation and against defects in design, materials and workmanship for a period of at least 18 [eighteen] months from the last date of delivery or 12 [twelve] months from the date of utilization / commissioning whichever is earlier. The above guarantee certificate shall be furnished in triplicate to the purchaser for his approval. Any defect noticed during this period should be rectified / replaced by the supplier free of cost to the purchaser provided such defects are due to faulty design, bad workmanship or bad materials used, within one month upon written notice from the purchaser. The replaced equipment should also have the same guarantee period.
- (ii) The Bank Guarantee is to be extended accordingly. Date of delivery as used in this clause shall mean the date on which the materials are received in OPTCL'S site in full & good condition which are released for Despatch by the purchaser after due inspection.

17. **GST REGISTRATION CERTIFICATE, PAN CARD & AUTHORIZED DEALERSHIP CERTIFICATE:** Attested legible Xerox copies of Income Tax PAN Card, GST Registration Certificate and Authorized Dealership Certificates (if applicable) along with Test certificates valid on the date of opening of tender and up to the validity of the tender should be submitted along with tenders without which the bid will be rejected at the time of opening. If required, the tenders shall have to produce original documents for verification any time after the opening of tender. Those who fail to produce the same and found not to be valid on the date of opening of the tender, their tenders will be rejected.
18. **FREE REPLACEMENT:** Free replacement of materials lost/ damaged during transit shall be made immediately on receipt of the intimation from the consignee/ Paying Officer without waiting for settlement of the claim of bidders with Railway/Lorry/Insurance Company.
19. **QUANTITY VARIATION:** The quantity to be ordered may undergo revision at the time of placement of orders.
20. **B.G. TOWARDS SECURITY DEPOSIT, 100% PAYMENT AND PERFORMANCE GUARANTEE:**
- (a) For manufacturers & suppliers situated Inside & outside the state of ODISHA,
- A **Composite Bank Guarantee** towards **Performance Security Deposit** for 10% [Ten percent] of the total landing cost (Taxable Value plus GST thereon) of the purchase order shall be furnished from any nationalized/scheduled bank having a place of business at Talcher/ Angul, drawn in favour of the office of **General Manager EHT (O&M) Circle, Chainpal, Payabale at UCO Bank, TTPS Branch, Talcher** within 10 days from the date of issue of the purchase order. The BG shall be executed on non-judicial stamp paper worth of **Rs.100.00 [Rupees One Hundred]** only or as per the prevalent rules, valid for a period of 2 months more than the Guarantee Period, for scrutiny and acceptance, failing which the supply order will be liable for cancellation without any further written notices. The BG should be accompanied by a confirmation letter from the concerned bank and should have provision for encashment at Talcher/Angul before the Bank Guarantee is accepted and all concerned intimated. The B.G should be revalidated as and when intimated to you to cover the entire guarantee period.
- (b) No interest is payable on any kind of Bank Guarantee.
- (c) In case of non-fulfilment of contractual obligation, as required in the detailed purchase order/Specification, the composite Bank guarantee shall be forfeited.
- (d) The Bank Guarantee Format is provided at **Annexure-III, Section-V**
- (e) The aforesaid BG shall be returned to the Contractor after successful completion of the guaranteed obligations under the contract
- (f) In case of non-deposit of BG towards Performance security, the same will be deducted from the bill. In the event of any breach or default in all or any of the conditions set-forth, the authority may forfeit the whole amount of security deposit. The forfeiture of the security deposit shall not in any way limit or extinguish any remedy or relief to which the above authority at any time be law-fully entitled. No interest shall be paid on security deposit. The security deposit shall be released after satisfactory execution of contract and after completion of the the guarantee period.
21. **TERMS OF PAYMENT:**
- a) **100%** taxable value of the consignment / purchase order with 100% Goods & Services Tax in full as applicable (including freight & Insurance charges) will be paid on receipt of materials in good condition at stores / desired site and satisfactory **material verification** thereof and upon submission of bills along with the **material verification and acceptance certificate (MVAC)**. This is subject to furnishing and approval of security deposit or **Bank Guarantee** at the rate of 10% [Ten percent] of Taxable Value plus GST thereon. Tax as applicable shall be deducted from the source.

- b) Any imposition of new tax or revision of tax shall be paid/reimbursed at the time of dispatch, scheduled or actual whichever is lower (i.e. If delivery is within schedule period, tax variation as applicable shall be paid, and if delivery is made beyond schedule date, any additional financial implication due to statutory variation in tax shall be to bidder's account)
- c) The supplier shall furnish contract cum performance Bank Guarantee of appropriate amount to OPTCL as indicated above, within 30 days from the date of issue of the purchase order.

22. PRICE REDUCTION SCHEDULE FOR DELAY IN COMPLETION OF CONTRACT

- i) If the Supplier fails to deliver the materials/equipment within the delivery schedule, specified in the Purchase Order/Contract including delivery time extension, if any, granted with waiver of Price Reduction Schedule, the Purchaser shall recover from the Supplier, Price Reduction Schedule for a sum of half per cent (0.5 per cent) of the Taxable Value of the undelivered equipment /materials for each calendar week of delay or part thereof. For this purpose, the date of receipted challan shall be reckoned as the date of delivery. The total amount of Price Reduction Schedule shall not exceed five percent (5%) of the Taxable Value of the un-delivered equipment/materials. Equipment will be deemed to have been delivered only when all its components, accessories and spares as per technical Specification are also delivered. If certain components, accessories and spares are not delivered in time, the equipment/materials will be considered delayed until such time as the missing components, accessories and spares are delivered.
- ii) If the Supplier fails to rectify / replace the defective equipment / material within 30 days from the date of intimation of the defect, so noticed by the purchaser **within the guarantee period** then the price reduction schedule for sum of one half of the one percent (0.5%) of the total Total Taxable Value for each calendar week of delay shall be recovered by the purchaser within the guarantee period. For this purpose, price reduction schedule shall be reckoned from the 30th day from the date of issue of letter on defectiveness of equipment/material, so supplied, by the purchaser. The total amount of price reduction schedule in this case shall not exceed **5% (Five Percent)** of the purchase order/ Contract amount except GST (i.e. Total Taxable Value). If the defects so intimated within the guarantee period will not be rectified by the Supplier within the stipulated period then whole of the B.G. will be forfeited by the purchaser, without any intimation to the Supplier.

23. INSURANCE

The Supplier shall undertake insurance of stores / materials covered by this Specification unless otherwise stated. The responsibility of delivery of the stores at destination in good condition rests with the Supplier. Any claim with the Insurance Company or transport agency arising due to loss or damage in transit has to be settled by the supplier. The Supplier shall undertake free replacement of materials damaged or lost, which will be reported by the consignee within 30 days of receipt of the materials at destination without waiting for the settlement of their claims with the carriers and underwriters.

24. PAYMENT DUE FROM THE SUPPLIER: All costs and damages, for which the supplier is liable to the purchaser, will be deducted by the purchaser from any money, due to the supplier, under any of the contract(s), executed with OPTCL.

25. CERTIFICATE OF EXEMPTION FROM GOODS AND SERVICES TAX.

Offers with exemption from Goods and Services Tax shall be accompanied with authenticated attested Photostat copy of exemption certificate. Any claim towards Goods and Services Tax shall be paid on actual basis subject to payment of GST by the supplier.

In case of Outward supply details of the supplier of Goods in GSTR-1 do not match with GSTR -2 of OPTCL on GSTN portal, the same will be adjusted through debit/credit advice issued by OPTCL under intimation to the supplier after allowing cooling period of 3 months after the date of supply.

26. **SUPPLIER'S RESPONSIBILITY:** Notwithstanding anything mentioned in the Specification or subsequent approval or acceptance by the Purchaser, the ultimate responsibility for design, manufacture, materials used and satisfactory performance shall rest with the bidders. The Supplier(s) shall be responsible for any discrepancy noticed in the documents, submitted by them along with the bid(s).
27. **VALIDITY.**
Prices and conditions contained in the offer should be kept valid for a minimum period of **180 days** from the date of opening of the tender, failing which the tender shall be rejected.
28. **MINIMUM QUALIFICATION CRITERIA OF BIDDERS**
All the prospective bidders are requested to note that their bids for tendered equipment can only be considered for evaluation if:
- The bidder should have manufacturing / supply experience of above rated or higher capacity equipment during last **5 (Five)** years reckoned from the date of opening of bid.
 - At least 50% of the tendered quantity of above rated or higher capacity equipment should have been supplied during last **5 (Five)** years reckoned from the date of opening of bid.
 - The above supplied equipment should have at least **2 (Two)** years successful performance during the above **5 (Five)** years period from the date of opening of bid. At least one of the performance certificates shall be submitted from Govt. of India / State Govt.(s) or their undertakings.
 - The bidder should have conducted type tests on the tendered equipment in the Government approved laboratory (CPRI/ ERDA) within **10 (Ten)** years from the date of opening of the tender provided no major change has been introduced in basic design / technology / material / mechanical construction / performance / characteristics / manufacturing process of equipment after the date of type test.
29. **ARBITRATION:** In the event of any dispute arising due to this contract, after due notice of the claim, the matter shall be referred to any arbitrator nominated by the CMD, OPTCL. The bidder agrees that the arbitrator could be any official of OPTCL. The bidder shall not have any objections in this regards and such appointment and the award of the arbitrator shall be final and binding on arbitration as per the Arbitration and Conciliation Act. 1996. The venue of the arbitration will be Bhubaneswar.
30. **JURISDICTION:-** The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. Suit, if any, arising out of this tender/ or contract shall be filed by either party in a Court of Law to which the jurisdiction of High Court of Odisha extends.
31. **NOTICES:**
- Notice, if any, relating to the contract given by one party to the other, shall be sent in writing. The procedure will provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
 - The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.
32. **CORRESPONDENCES.**
- Any notice to the supplier under the terms of the contract shall be served by Registered Post or by hand at the Supplier's Principal Place of Business.
 - Any notice to the Purchaser shall be served at the Purchaser's Principal Office in the same manner.

Official Address of the Parties to the Contract

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

Consignee: AGM (Elect.), 400/220/132KV Grid S/S, Meramundali

Purchaser/Paying Officer: Dy.General Manager (Electrical),
EHT (O&M)Division, Meramundali, OPTCL

Supplier: Address
 Telephone No.
 Fax No.

33. OUTRIGHT REJECTION OF TENDERS

The bidder shall purchase the tender document and submit the cost of Tender processing fee on or before the date and time of opening of the bid. In case of local Micro and small Enterprises (MSEs) registered with respective DICs, Khadi, Village, Cottage & Handicrafts Industries, OSIC and NSIC participating in the tender ,should have **copy of valid registration as local MSE / UDYAM registration certificate** as above on or before the date and time of submission of technical bid.

- a) The Tender shall not be submitted telegraphically or by FAX.
- b) The tender shall not be conditional.
- c) There must not be any violation to the terms & conditions set forth and provided in the tender specification.
- d) The schedule of prices should be filled up fully to indicate the break-up of the prices including taxes. Incomplete submission of this schedule will make the tender liable for rejection.
- e) The Tenderer should quote 'FIRM' price only and the price should be kept valid for a minimum period of 180 days from the date of opening of the tender.
- f) Non submission of all documents as per requirement.
- g) Tenders shall be accompanied with clear valid photocopy of GST registration, PAN card, Authorized Dealership Certificates, Certificate of Incorporation / Registration etc. which must be valid on the date of opening of the tender. All copies of documents and each page of the tender must be signed by the authorized representative of the bidders.
- h) The tenders not accompanied with the required true copies of test certificates, descriptive literature, dimensional drawing catalogues etc.
- i) Authorized dealership certificate issued by the manufacturers (In case of authorized dealer), valid on the date of opening of the tender shall be submitted along with the tender.
- j) The bidder should not have any pending litigation or arbitration with OPTCL with regard to any project or related activity. Further, the bid/order/contract shall be liable for outright rejection/cancellation at any stage if any information is detected.
- k) There must not be any deviation to the delivery schedule as specified in tender specification.
- l) Duly filled and signed Forms as per **List of Annexures, Section V**
- m) Tenderers not fulfilling the qualifying criteria
- n) The bidders have to unconditionally comply with tender specification.
- o) There must not be any violation to the terms & conditions set forth and provided in the tender specification.

Sd/-
Dy.General Manager (Elect.)
EHT (O&M) Division, Meramundali

SECTION – IV

Technical Specifications

For Supply of 02 Nos. Junction Box cum 200A MCCB Panel and 02 Nos. Outdoor Type ACB Panels for 750KVA and 500KVA Aux. Transformer of 400/220/132KV Grid S/S, Meramundali

SCOPE:

This specification covers the design, manufacture, assembly, inspection, testing, packing and delivery of **02 Nos. Junction Box cum 200A MCCB Panel and 02 Nos. Outdoor Type ACB Panels for 750KVA and 500KVA Aux. Transformer of 400/220/132KV Grid S/S, Meramundali** per the relevant Indian Standards and the details mentioned in the Technical Specification. The same are required for outdoor utilization in EHT substations. The material offered shall be complete with all components that are necessary for efficient operation. Such parts shall be deemed to be within scope of the supply whether specifically mentioned or not. The equipment shall conform in all respect to the highest standard of engineering, design, and workmanship and shall be capable of performing trouble free continuous operation.

The purposes of Panels is to be installed in the switch yard at the LT side of the Station Auxiliary transformer to protect the transformer from downstream faults and interconnection of Cables through Junction Box with a Tapping through 200 Amp MCCB. There shall be provision for three incomer cables each 300 Sqmm. terminating to bus bars which will be connected to Air-Circuit breaker through a set of 1200 Amp HRC Cartridge fuse for three phases and a link for Neutral. Three outgoing cables will come out from other end for power supply to the sub-station.

SWITCH BOARD DESIGN: - The junction box/ ACB Panels shall be dust & vermin proof and suitable for use in tropical climate powder coated by Siemens grey colour. Junction Box/ ACB Panels are of outdoor type and to be fabricated out of 2 mm CR steel. The body of the boxes shall have sufficient reinforcement with suitable size of channels, complete with channel base for fixing these boxes on plinths. The Junction boxes and ACB Panels should conform to IP-65 degree of protection. Preference shall be given to those who have successfully conducted type test as mentioned above.

The Junction Box and ACB Panels shall have double door both at front & back and door handle conforming **to general quality conditions. Provision for manual locking arrangement shall be provided.** The roof of the Junction Box/Panels shall be slightly slanting both sides as per drawing with an overhang of 50 mm to all side. **Any compromise on quality of the Box and its accessories shall be liable for rejection.** The nuts, bolts, washers used in the box shall be galvanized to avoid rusting. The door hinges shall not be visible from outside. The Junction Box/Panels shall have two nos. of solid Earthing points on either side with an arrangement for sufficient ventilation.

The Junction Box/Panels should be with provision for lighting inside the cabinet. The internal illumination for working should be of adequate intensity LED lamps.

WIRING: - The internal wiring shall be complete in all respect. All wiring shall be complete up to the terminal blocks. Wiring shall be carried out with suitable size flexible, heat resistant, switchboard wires. PVC insulated copper conductors. Wires shall not be spliced or tapped between terminal points. Each wire shall be continuous and there shall not be any joint within itself. Wires shall be neatly bunched and adequately supported so as to prevent sagging and strain on termination. The wiring shall be of 1.1 KV grade. Terminals should be so mounted that the appropriate wire may be connected without impairing the normal performance of the unit. The terminal Studs shall be readily accessible and of best quality.

Indicating lamps shall be provided for both incomer shall be LED type provided with suitable safety resistor, and colour dust-tight lens. Lamps shall be of very low wattage consumption and heat generated due to continuous burning shall not deteriorate lamp cover. The lamp holders shall preferably be screwed type.

BUS BARS: - The Junction Box/ACB Panel shall have provision of bus bars of Aluminium mounted on epoxy resin cast bus insulators fixed on suitable fixing arrangement. The bus bars shall be liberally sized for the specific current ratings (both short circuit and continuous currents). The size of the bus bars shall be such that the current density is not more than 1.00 A per sq.mm. at rated capacity. Necessary precaution shall be taken to avoid bimetallic action where copper conductors connected to the aluminium.

The bus bars shall be conveniently placed so as to provide adequate clearance between phases, phases to ground and from the body of the box conforming to I.E. Rules applicable for L.T. supply. The bus and connections shall be so supported as to be capable of safety withstanding stresses due to maximum short circuit current and also take care of any thermal expansion.

There should be Heat Shrinkable bus bar insulation tubing of Red Yellow-Blue & Black. (Not less than 3.0kv) should be applied on the Bus-Bars.

AIR CIRCUIT BREAKER FOR ACB PANEL

A.C. air circuit breaker shall be triple pole, Manual Draw Out type, suitable for 1100 volts grade/650 volts grade service, having continuous current carrying capacity of 1000/ 800 Amps with breaking capacity of 20 KA at 415 volts. The breaker shall be provided with trip free manually operated mechanism and a push button to trip the breaker electrically.

The breaker shall be provided with mechanical OFF/ON indicators.

The breaker shall be provided with sets of auxiliary contacts for OFF/On indicating lamps, trip circuit and interlocking circuit along with two sets of spare contacts. The door of the circuit breaker compartment shall be so interlocked that:

1. The door cannot be opened while the breaker is in closed opposition (i.e. 'ON')
2. When the door is opened, the breaker shall be locked so that it cannot be closed (i.e. it cannot be made 'ON'). The circuit breaker shall comply with the relevant I.S.S.

The breaker shall be complete with cable glands suitable for entry of 3.5 Core 300 sq.mm. 1100 V/ 650V grade aluminium cables. Thermal overload relay range shall be calibrated at 55%, 75%, and 100% of the height setting and suitable time settings.

Pick up and drop out voltage of the under-voltage release shall be 60% and 80% respectively of the rated voltage.

MCCB:

- a) The MCCB (**30KA breaking capacity**) of reputed make such as **L&T/ Schneider / C&S / BCH**, shall be provided with a quick make-quick break type of switching mechanism (thermal actuation)
- b) The MCCB/MCB shall employ a maintenance free contact system designed to minimize the let through energies while handling abnormal currents.
- c) Moulded case circuit breakers (MCCB's) shall be suitable for use over the full range of expected voltage variation as specified in the Schedules.
- d) MCCBs shall be suitably rated for both the continuous and short circuit loading of the circuits they are protecting under all service and atmospheric conditions stated in the specification. The Contractor shall ensure that correct discrimination is maintained between main and sub-circuits.
- e) For three phase circuits, the miniature circuit breakers shall be of the Four-pole type.
- f) All MCCBs shall be provided with an auxiliary contact for remote indication of circuit breaker operation.

- g) Means shall be provided to prevent the MCCBs being inadvertently switched to the 'OFF' position.
- h) MCCBs shall be mounted in such a manner so as to give easily visible indication of breaker position and shall be grouped and spaced according to their function in order to facilitate identification and easy replacement.

CABLE TERMINATION: - Junction box/ ACB Panels shall be designed to facilitate cable entry from the bottom of the switchboards. Sufficient space shall be provided to avoid sharp bending and for easy connection. Suitable cable glands of heavy duty, double compression type **made up of Brass** shall be provided at the bottom of the Box.

COMPLETENESS OF EQUIPMENT: - Any fittings accessories or apparatus which may not have been specifically mentioned in this specification but which are usually necessary in equipment of similar plant shall be deemed to be included in the specification and shall be supplied by the Tenderer without extra charge. All plant and equipment shall be complete in all details whether such details are mentioned in the specification or not.

INSPECTION: - The successful bidder shall provide free access to the Purchaser's representative at a reasonable time when the work is in progress. Inspection and acceptance of any equipment under this specification by the Purchaser shall not relieve the supplier of his obligation of furnishing equipment in accordance with the specification and shall not prevent subsequent rejection if the equipment is found to be defective. The purchaser reserves the right to insist for witnessing testing of the bought out items.

ACCEPTANCE AND ROUTINE TESTS: - All acceptance and routine tests as stipulated in the relevant standards shall be carried out by the supplier in presence of owner's representative. The supplier shall give fifteen days advance intimation to the Purchaser to enable him to depute his representative for witnessing the tests.

DOCUMENTATION: - The Bidder shall furnish the following drawings along with the offer.

1. General outline and assembly drawing of the L.T. Distribution Box with schematic drawing
2. Type test reports of ACB/MCCB
3. Test reports, literature of the bought out items and raw materials
4. Testing facilities available at works
5. List of customers with detailed address / purchase reference, quantity and year of supply with user certificate for such items.

SECTION - V

Annexure –I

Schedule of Quantity

SL. No.	DESCRIPTION	QNTY
	Outdoor Floor mounted panel board made out of 2 mm C.R Sheet steel, dust, water and vermin proof duly powder coated by SEIMENS GREY (RAL 7032) colour. The panels have the provision of cable alley chamber duly fixed with suitable connectors for taking out going connections. The bus bars of the panel to be Aluminium of adequate size. The bus bar to be covered with heat shrinkable PVC sleeveings i.e. Red, Yellow, and Blue. The bus bar to be mounted on DMC insulator. The metering instruments like indicators are to be mounted on bus bar door for easy identification.	
OUTDOOR TYPE 1000A JUNCTION-CUM-200A MCCB PANEL:-		
1	DN2-36kA 200A 4P MCCB, Make- L&T/C&S/Schneider/etc.	1No
2	SPREADER LINK FOR MCCB, Make- L&T/C&S/Schneider/etc.	1Set
3	EX.ROM FOR MCCB, Make- L&T/C&S/Schneider/etc.	1No
4	R,Y,B LAMP WITH C/F, Make- L&T/C&S/Schneider/etc.	3Nos
5	1000A ALUMINIUM BUSBAR (100X10), Make- Reputed Brand	4RUN
6	OUTDOOR ENCLOSURE, Make- Tata Sheet	1No
7	STEEL LOCK, Make- Reputed Brand	6Nos
8	NEUPRIN RUBERISED GASKET, Make- Reputed Brand	L/S
9	BAKELLITE SHEET COVER FOR BUSBAR, Make- Reputed Brand	L/S
10	50 DRUM INSULATOR, Make- Reputed Brand	16Nos
11	BUSBAR SLEEVE, Make- Reputed Brand	L/S
12	FASTNER, Make- Reputed Brand	L/S
13	POWDER COAT, Make- Reputed Brand.	L/S
14	WIRING CHARGES	L/S
1000A Outdoor ACB Panel		
1	1000A TP ACB (MDO), Make- L&T/C&S/Schneider/etc.	1No
2	R,Y,B LAMP, Make- L&T/ Schneider/ etc.	3Nos
3	ON,OFF,TRIP LAMP, Make- L&T/ Schneider/ etc.	3Nos
4	TRIPPING MICRO SWITCH FOR ACB, Make- L&T/ Schneider/ Kaycee/ etc.	1No
5	CONTROL MCB(4A SP), Make- L&T/ Schneider/ etc.	6Nos
6	1250A ALUMINIUM BUSBAR, Make- Reputed Brand	4RUN
7	STEEL LOCK, Make- Reputed Brand	6Nos
8	NEUPRIN RUBERISED GASKET, Make- Reputed Brand	L/S
9	BAKELLITE SHEET COVER FOR BUSBAR, Make- Reputed Brand	L/S
10	BUSBAR SLEEVE, Make- Reputed Brand	L/S
11	FASTNER, Make- Reputed Brand	L/S
12	POWDER COAT, Make- Reputed Brand.	L/S
13	WIRING CHARGES	LS

14	ENCLOSURE, Make- Tata Sheet	1No
800A Outdoor ACB Panel		
1	800A TP ACB (MDO), Make- L&T/C&S/Schneider/etc.	1No
2	R,Y,B LAMP, Make- L&T/ Schneider/ etc.	3Nos
3	ON,OFF,TRIP LAMP, Make- L&T/ Schneider/ etc.	3Nos
4	TRIPPING MICRO SWITCH FOR ACB, Make- L&T/ Schneider/ Kaycee/ etc.	1No
5	CONTROL MCB(4A SP), Make- L&T/ Schneider/ etc.	6Nos
6	1000A ALUMINIUM BUSBAR, Make- Reputed Brand	4RUN
7	STEEL LOCK, Make- Reputed Brand	6Nos
8	NEUPRIN RUBERISED GASKET, Make- Reputed Brand	L/S
9	BAKELLITE SHEET COVER FOR BUSBAR, Make- Reputed Brand	L/S
10	BUSBAR SLEEVE, Make- Reputed Brand	L/S
11	FASTNER, Make- Reputed Brand	L/S
12	POWDER COAT, Make- Reputed Brand.	L/S
13	WIRING CHARGES	L/S
14	ENCLOSURE, Make- Tata Sheet	1No

ABSTRACT

Sl. No.	Description of Material	UOM	Quantity
1	OUTDOOR TYPE 1000A JUNCTION BOX WITH 200A MCCB PANEL	No.	2
2	1000A OUTDOOR ACB PANEL	No.	1
3	800A OUTDOOR ACB PANEL	No.	1

SCHEDULE OF PRICE

Sl. No.	Description of material	Unit	Qty. Req.	Unit Price (Rs.)	Amount (Rs.)
1.	Outdoor Type 1000A Junction Box with 200A MCCB Panel	No.	2		
2.	1000A Outdoor ACB Panel	No.	1		
3	800A Outdoor ACB Panel	No.	1		
	Total Amount =				
	GST @ =				
	Total Amount (Inclusive GST) =				
	Or Say				

Schedule of Price (In word)

(Rupees.....)
) only.

Date
 Place

Signature of the Tenderer
 with seal.

**DETAILED DATA SHEET
TO BE FURNISHED BY THE TENDERERS**

1	Name of the Agency/ Contractor with detailed Postal Address: Contact No.: Email Address:	
2	Cost Tender Paper- Rs. 2000/- + 18%GST=Rs.2360/- (Rupees Two thousand three hundred sixty) only	BD/MR No- Date-
3	EMD-Rs.5000.00 (Rupees Five Thousand only)	BD/MR No- Date-
4	Attested copy of GST Certificate furnished	GST No.....
5	Attested copy of PAN Card	PAN No.....
6	Authorized Manufacturer/ Dealer Certificate	
7	Agreed to furnish Contract security deposit	Yes / No
8	Agreed to accept payment terms as per the tender specification	Yes / No
9	Agreed to adhere to completion of order as per the tender specification	Yes / No
10	Agreed to accept penalty clause as per the tender	Yes / No
11	Whether recent type test certificates from any Government approved laboratory are furnished or not	Yes / No
12	Attach past experience certificate for similar job in OSEB/ GRIDCO/ OPTCL or any other agencies	Yes / No
13	Agreed to keep validity of the offer 180 days from the date of tender opening without any variation in tender clause.	Yes / No
14	Agree to submit the drawings for approval	Yes/No.

Date

**Signature of the Tenderer
with seal**

ANNEXURE-III (B)

PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT PAYMENT AND PERFORMANCE

This Guarantee Bond is executed this _____ day of _____
2025 by us the _____ Bank at _____
P.O. _____ P.S. _____
District _____ State _____

1. WHEREAS the ODISHA POWER TRANSMISSION CORPORATION LTD., a body corporate constituted under the Electricity Act, 2003 [hereinafter called "the OPTCL" which shall include its successors and assigns has placed orders No. _____ Date _____] [hereinafter called "The Agreement"] on M/s. _____ [Hereinafter called "The Contractor"] which shall include its successors & assigns for execution of the work.

AND WHERE AS the bidder has agreed to execute the work for OPTCL in terms of the said agreement AND

WHEREAS the OPTCL has agreed [1] to exempt the bidder from making payment of Security [2] to release 100% payment of the cost as per the said agreement and [3] to exempt from performance guarantee on furnishing by the bidder to OPTCL, a Composite bank Guarantee of the value of 10 % [ten percent] of the contract price of the said agreement.

NOW THEREFORE, in consideration of the OPTCL having agreed [1] to exempt the bidder from making payment of Security [2] releasing 100% payment to the bidder and [3] to exempt from furnishing performance guarantee in terms of the said agreement as aforesaid, we, the _____ [Bank][hereinafter referred to as 'the Bank'] do hereby undertake to pay to the OPTCL an amount not exceeding Rs. _____ [Rupees _____] against any loss or damage caused to or suffered by or would be caused to or suffered by the OPTCL by reason of any breach by the said Bidder [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 this guarantee without any demur, merely on demand from the OPTCL stating that the amount claimed is due by way of loss or damage caused to or suffered by the OPTCL by reason of any breach by the said Supplier [s] of any of the terms or conditions, contained in the said agreement or by reason of the bidder'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 _____]

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

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

- 4 We, (_____ Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to do so enforceable till all the dues of

the OPTCL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Dy. General Manager, E.H.T.(O&M) Division ,OPTCL, Meramundali, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor [s] and accordingly discharges this Guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the [Date_____], we shall be discharged from all liability under this guarantee thereafter.

5. We,(_____Bank) further agree that the OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor [s] and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said Contractor [s] or for any forbearance, act or omission on the part of the OPTCL or any indulgence by the OPTCL to the said Contractor [s] or by any such matter or thing whatsoever which under the law relating to sureties would but these provisions have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank and Contractor [s].
7. We,[_____Bank] lastly undertake not to revoke this guarantee during its currency except with the previous consent of the OPTCL in writing.
8. We the _____ Bank further agree that this guarantee shall also be invoked at our place of business at Talcher/Angul (indicate the name of the branch) in the state of ODISHA.

Not with standing anything contained herein.

- 1) Our liability under this bank guarantee shall not exceed Rs. ----- (Rupees-----).
- 2) The bank guarantee shall be valid up to dt.-----
- 3) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only & only if you serve upon us at -----branch at Talcher/Angul a written claim or demand on or before dt.------.

Dated _____ Day of _____

For _____
[Indicate the name of Bank]

Witness((Signature, names & address)

- 1.
- 2.

ANNEXURE IV

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

Tender No: OTCN-06/2024-25

Date:

To,

The Dy. General Manager (Electrical),
EHT (O&M) Division, OPTCL,
Meramundali

Subject: Authorization for attending bid opening on..... (Date) in the Tender OTCN-06/2024-25 foron contract (Outsourced) basis to OPTCL (tender specification no :.....)

Dear Sir,

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of..... (Bidder) in order of preference given below.

Order of Preference	Name	Specimen Signature
---------------------	------	--------------------

1.

2.

(Specimen Signature duly attested)

Officer authorized to sign the bid documents on behalf of the bidder.

Yours faithfully,

Date:

Place:

Signature of authorized person

Full Name:

Seal

Note:

1. Only one representative shall be allowed.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not produced.

SECTION - VI

BID SECURITY DECLARATION FROM

To,
The **Dy. General Manager (Elect.)**,
EHT (O&M) Division, Meramundali.

I/ We, the authorized signatory of M/s.....,
participating in the subject tender no.for the item / job of
....., do hereby declare:

- (i) That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.

- (ii) That in the event we withdraw / modify our bid during the period of validity Or I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of Security Deposit and I/we will be suspended from being eligible for bidding / award of all future contract(s) of EHT (O&M) Division, OPTCL, Meramundali for a period of three years from the date of committing such breach.

Signature and Seal of Authorized Signatory of bidder
Name of Authorized Signatory.....
Company Name.....