

TP Southern ODISHA DISTRIBUTION LIMITED  
(A Tata Power & Odisha Govt. joint venture)  
Kamapalli, Courtpetta, Berhampur, Ganjam, Odisha, India -760004  
NIT No.: TPSODL/OT/2023-24/50

## **Procedure for Participating in Tender**

<b>Tender Enquiry No</b>	<b>Work Description</b>	<b>EMD (Rs.)</b>	<b>Tender Participation Fee (Inclusive of GST)</b>	<b>Last date and time for Payment of Tender Participation Fee</b>
TPSODL/OT/2023-24/050	Supply of Inverter, Battery, Trolley and 3 Pin Top	50,000	Rs 5,000	28.09.2023 18:00 hrs

Please note that corresponding details mentioned in this document will supersede any other details mentioned anywhere else in the Tender Document.

Procedure for Participating in Tender. Following steps to be done before “Last date and time for Payment of Tender Participation Fee” as mentioned above.

1. Eligible and Interested Bidders to submit duly signed and stamped letter on Bidder's letterhead indicating.
  - A. Tender Enquiry number
  - B. Name of authorized person
  - C. Contact number
  - D. e-mail id
  - E. Details of submission of Tender Participation Fee
  - F. GST Number
2. Non-Refundable Tender Participation Fee, as indicated in table above, to be submitted in the form of direct deposit in the following bank account and submit the receipt along with a covering letter clearly indicating the Tender Reference no:

Beneficiary Name : TP Southern Odisha Distribution Limited.  
Account No : 625901010050070  
Name of the Bank : Union Bank of India, Kamapalli Branch, Berhampur  
IFSC Code : UBIN0562599

E-mail with necessary attachment of 1 and 2 above to be send to [nabeelah.ahmed@tpsouthernodisha.com](mailto:nabeelah.ahmed@tpsouthernodisha.com) with copy to [manoj.kharbanda@tpsouthernodisha.com](mailto:manoj.kharbanda@tpsouthernodisha.com) before “Last date and time for Payment of Tender Participation Fee”.

3. Bids are to be submitted only through online e-procurement platform, ARIBA. Any other form of bid submission will not be accepted. Link for bidding through ARIBA e-procurement platform will be mailed to bidder once Letter received as mentioned in point no 1 & 2 above.
4. Refer Tender Document for other details.

**OPEN TENDER NOTIFICATION**  
**for**  
**Purchase Order for Supply of Inverter,**  
**Battery, Trolley and 3 Pin Top.**

Tender Enquiry No.: TPSODL/OT/2023-24/50

**Due Date for Bid Submission: 06.10.2023**

**TP Southern Odisha Distribution Limited**  
**Berhampur, Odisha**

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## 1. Event Information

### 1.1. Scope of work

Open Tenders are invited through E-Tender Bidding Process from interested Bidders for entering into a firm Purchase Order for the following:

Sl. No.	Description	EMD Amount (Rs.)	Tender Fee (Rs.)
1	Supply of Inverter 1Kva, Battery, Trolley and 3 Pin Top across TPSODL.	50,000	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 (Procurement & Stores)

TP Southern Odisha Distribution Limited  
Khodasingi | 2nd Floor, BPR North Star | Berhampur – 760010  
District - Ganjam | Odisha | India

### 1.3. Calendar of Events

(a)	Last date and time of Payment of Tender Fee	28.09.2023 18:00 Hrs.
(b)	Last Date of receipt of pre-bid queries if any.	30.09.2023 17:00 Hrs
(c)	Date and Time of Pre-Bid Meeting	NA
(d)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	04.10.2023, 17:00 Hrs
(e)	Last date and time of receipt of Bids	06.10.2023, 18:00 Hrs
(f)	Date & Time of opening technical bids & EMD (Envelope-1 & 2)	07.10.2023, 15:00 Hrs onwards

**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 TPSODL's office, the last date of submission of bids and date of opening of bids will be the day 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.
- 1.4.4 Drawing, Type Test details along with a sample of each item as specified at Annexure I (as applicable)
- 1.4.5 Duly signed and stamped 'Schedule of Deviations' as per Annexure III on bidder's letter head.
- 1.4.6 Duly signed and stamped 'Schedule of Commercial Specifications' as per Annexure IV on bidder's letter head.
- 1.4.7 Proper authorization letter/ Power of Attorney to sign the tender on the behalf of bidder.
- 1.4.8 Copy of PAN, GST, PF 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:

- i. EMD of requisite value and validity
- ii. Tender fee of requisite value
- iii. Price Bid as per the Price Schedule mentioned in Annexure I (BOQ)
- iv. Necessary documents against compliance to Qualification Requirements mentioned at Clause 1.7 of this Tender Document
- v. Filled in Schedule of Deviations as per Annexure III
- vi. Filled in Schedule of Commercial Specifications as per Annexure IV
- vii. Receipt of Bid within the due date and time

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

### 1.7 Qualification Criteria

1. The bidder should have an average annual turnover of Rs. 50 lacs for any of the last three years out of FY 19-20, FY 20-21, FY 21-22 & FY 22-23. Copy of Audited / CA Certified balance sheet and profit-loss statement of the company required to be submitted

2. The bidder must be a Manufacturer or Authorized Dealer. Self-Certification for being OEM shall be submitted in this regard on company's letter head. In the case of Authorized Dealer, they shall submit the certificate from OEM.

Note- The manufacturers quoting directly shall not authorize their channel partners for the same tender.

3. The bidder should have experience of Supply of inverter and battery of similar or higher rating. Copy of work orders/ completion certificates issued by reputed company or invoice generated by BA, to be submitted in this regard.

4. The bidder must have all statutory compliance like valid PAN no. & GSTIN etc. The bidder must submit the copy of all these registrations/supporting document.

5. The bidder should have performance certificates from at least one reputed company for work of similar or higher rating of Inverter. The work against these issued certificates shall be completed in last seven years from the date of bid submission.

Past performance experience at TATA Power and its group company shall supersede feedback from other utilities.

6. Bidder should not be blacklisted by any Govt. Organization/Utility. Bidder must submit self-undertaking.

#### **Preferential norms for Odisha MSMEs as mentioned hereunder shall also be applicable**

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

**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.

**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 Technical Qualification, 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

**Performance Bank Guarantees:** Performance Bank Guarantee for MSME registered in the State of Odisha shall be 25% of the value

normally prescribed.

### 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, TPSODL 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 TPSODL. This includes all bidding information submitted to TPSODL. All tender documents remain the property of TPSODL and all suppliers are required to return these documents to TPSODL upon request. Suppliers who do not honor these confidentiality provisions will be excluded from participating in future bidding events.

## 2. Evaluation Criteria

- The bids will be evaluated technically on the compliance to tender terms and conditions.
- The bids will be **evaluated commercially on the overall all- inclusive lowest cost** for the complete tender BOQ as calculated in Schedule of Items [Annexure I in tender document].
- Bidder has to mandatorily quote for all line items as per schedule of item [Annexure-1]. Failing to do so TPSODL may reject the bid.
- It is intended to split the contract among maximum 02 nos. of bidders. Maximum 04 nos. of eligible bidders (L-1 to L-4) shall be allowed in RA process. Balance bidders i.e. L5, L6 & and so on, would not be allowed to participate in the RA Process."

#### NOTE:

In case the bidder has a previous association with TPSODL for similar products and services, the performance feedback for that bidder from TPSODL User Group shall only be considered irrespective of performance certificates issued by any third organization.

"Based on latest / previous years experiences of Tata Power / Tata Power group companies with BA, TPSODL reserves the right to disqualify the bidders during techno - commercial evaluation of the bid."  
"TPSODL reserves the right to disqualify the bidder/s during techno - commercial evaluation of the bid, in case it is found that some matter / case pertaining to the bidder is prevalent under any kind of litigation (filed by either of the party) with TPSODL / Tata Power / Tata Power group companies. This will also include old pending matters, if any, of erstwhile SOUTHCO era."

**2.1 Price Variation Clause:** Price shall remain firm throughout the contract period.

**2.2 Quantity variation Clause:** There will not be any guarantee on quantity of job. Job has to be carried out on as and when required basis order from TPSODL on the quantity to be specified in the order

### 3. Submission of Bid Documents

#### 3.1 Bid Submission

Bidders are requested to submit their offer in line with this Tender document through e-tendering process. Please note all future correspondence regarding the tender, bid submission, bid submission date extension, etc. will happen only through TPSODL E-Tender system (Ariba).

All communication will be done strictly with the bidder who have done the above step to participate in the Tender.

Bids shall be submitted in 3 (three) parts:

**FIRST PART: "EMD"** as applicable shall be submitted. ***The EMD of Rs. 50,000 (Rupees Fifty Thousand Only) shall be valid for 210 days from the due date of bid submission in the form of Bank Guarantee / Bank Draft / Bankers Pay Order (issued from a Scheduled Bank) online NEFT/ RTGS transfer favoring "TP Southern Odisha Distribution Limited" payable at Berhampur.*** The EMD has to be strictly in the format as mentioned in General Condition of Contract, failing which it shall not be accepted by TPSODL and the bid as submitted shall be liable for rejection.

A separate *non-refundable tender fee of Rs. 5000.00 (Rupees Five Thousand only)* of stipulated amount also needs to be transferred online through NEFT/ RTGS in case the tender document is downloaded from our website.

TPSODL Bank Details for transferring Tender Fee and EMD is as below:

**Beneficiary Name : TP Southern Odisha Distribution Limited.**  
**Account No : 625901010050070**  
**Name of the Bank : Union Bank of India, Kamapalli Branch, Berhampur**  
**IFSC Code : UBIN0562599**

**Note-** EMD is preferred in form of Bank Guarantee and to be delivered at the following address. However, in view of present situation if Bidder is finding it difficult to make and submit BG for EMD amount, they can do online transfer of EMD amount in the above-mentioned Account and submit proof of the same as part of Bid Submission.

Please note that in such case, Tender Fee and EMD should be strictly 2 separate transactions.

Please note as return of EMD from Bank Account is non-standard practice the same may take more time than return of EMD BG.

**EMD Original Hard Copy shall be delivered at the following address in Envelope clearly indicating Tender Reference/ Enquiry Number, Name of Tender and Bidder Name**

**Chief (Procurement & Stores)**  
TP Southern Odisha Distribution Limited  
Khodasingi | 2nd Floor, BPR North Star | Berhampur – 760010



District - Ganjam | Odisha | India

**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 TPSODL E-tender System (Ariba) only. Hard Copy of Technical Bids not to be submitted.**

**THIRD PART: "PRICE BID"** shall contain only the price details and strictly in format as mentioned in Annexure I along 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.

**Price Bid is to be submitted in soft copy through TPSODL E-Tendering system (Ariba) only. Hard copy of Price Bid not to be submitted**

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**

"Purchase Order Supply of Inverter 1Kva, Battery, Trolley and 3 Pin Top across TPSODL."

**AT TPSODL, ODISHA** The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the 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.

**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 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 TPSODL website by the stipulated timelines as detailed in calendar of events.

#### Communication Details:

Name: Ms. Nabeelah Ahmed  
Contact No: 7815052921  
E-Mail ID: [nabeelah.ahmed@tpsouthernodisha.com](mailto:nabeelah.ahmed@tpsouthernodisha.com)

#### Head – Procurement

Name: Mr. Manoj Kharbanda  
Contact No: 9971395197  
E-Mail ID: [manoj.kharbanda@tpsouthernodisha.com](mailto:manoj.kharbanda@tpsouthernodisha.com)

#### Chief – Contract and Stores

Name: Mr. Subrata Dey  
E-Mail ID: [subrata.dey@tpsouthernodisha.com](mailto:subrata.dey@tpsouthernodisha.com)

### 3.3 Bid Prices

Bidders shall quote for the entire Scope of Supply/ work 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 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.

#### Applicable GST to be specified clearly.

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/ SLA 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 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), if applicable,** The bidder shall furnish, as part of its bid, an EMD amounting as specified in the tender. The EMD is required to protect 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 Southern Odisha Distribution Limited payable at Berhampur.
- 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:***

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

**Or**

- b) The successful Bidder does not
- a) accept the Purchase Order/Rate Contract, or
  - b) furnish the required Performance Security Bank Guarantee

### **3.9 Type Tests (if applicable)**

The type tests specified in 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 TPSODL.

## **4 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 TPSODL's processing of Bids or award decisions may result in rejection of the Bidder's Bid.

#### **4.2. Technical Bid Opening**

Bids will be opened at TPSODL Office, Berhampur. All tender bids shall be opened internally by TPSODL. Presence of any bidder will not be allowed during bid opening process. 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.

#### **4.3. Preliminary Examination of Bids/Responsiveness**

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. 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, 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 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, TPSODL may, at its discretion, ask the Bidder for a clarification on its Bid for any deviations with respect to the 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 TPSODL.

#### **4.5. Price Bid Opening**

Price bids will be opened internally without the presence of any bidder representative. 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 TPSODL without any further correspondence in this regard.

#### **4.6. Reverse Auctions**

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 Award Decision**

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 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 3.2 above. The decision to place purchase order/LOI solely depends on TPSODL on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that TPSODL may deem relevant.

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

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

### **6 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 (Annexure VII)
5. Technical Specifications (Annexure II)
6. Acceptance Form for Participation in Reverse Auction (Annexure VI)
7. General Conditions of Contract (Annexure VIII)

## 7 Post Award Contract Administration

### 7.1. Special Conditions of Contract (SCC):

- After finalization of contract, Purchase order shall be awarded to successful bidder.
- TPSODL appreciates and welcomes the engagement/employment of persons from SC/ ST community or any other deprived section of society by their BAs.
- Post award of rate contract, Business Associate (BA) shall submit applicable Performance Bank Guarantee as per GCC within 15 days. PBG applicable shall be 10% of contract Value (**Performance Bank Guarantee for MSME registered in the State of Odisha shall be 25% of the prescribed value**) PBG submitted, shall be released after completion of applicable warranty period plus one month. In case of non-submission of CPBG, equivalent amount corresponding to applicable BG value against 100% contract value shall be deducted from first invoice.  
  
Equivalent value PBG from OEM shall also be required to be submitted by the selected bidder, in case bidder is not OEM.
- Any change in statutory taxes, duties and levies during the contract period shall be borne by TPSODL. However, in case of delay in work execution owing to reasons not attributable to 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 TPSODL.
- Liquidated Damage (LD) will be applicable @ 1% of the contract value for per week of delay subject to maximum 10% of the contract value plus applicable GST.
- TPSODL shall short close the issued purchase Order, in case of any quality issues.
- Delivery shall be completed within 45 days from the date of placement of PO.
- Delivery Location of each inverter is shared in the tender document.
- Bidders to ensure that their GST registration is valid during validity of contract. Any violation, in this regard may lead to contractual consequences not limited to blacklisting but also payment will be blocked for the works executed.
- All the terms and conditions of TPSODL GCC-Supply shall be applicable.

### 7.2 Drawing Submission & Approval:

The relevant drawings (if applicable) and GTPs (if applicable) need to be submitted within two weeks of receipt of Purchase Order by the successful bidder to TPSODL for approval. In case, re-submission of drawings is required on request of TPSODL, same needs to be submitted back to TPSODL within 5 days of such request.

### 7.3 Guarantee Period:

Bidder shall provide warranty for the material supplied for a period of 3 years months from the date of supply.

**7.5 Payment Terms:**

On successful completion of job and certification of acceptance by certified official, Associate shall submit the Bills/ Invoices in original in the name of TP Southern Odisha Distribution Limited to Invoice Desk.

Post submission of an error-free and verified invoice (s), **payment shall be released within 45 days.**

The invoice must be in the name of TP Southern Odisha Distribution Ltd. with correct GST No. BA must submit the invoice at the BIRD Counter of TPSODL, located at:

TP Southern Odisha Distribution Limited  
Corporate Office, Courtpeta  
Berhampur-760004

E- Invoice Clause: The Central Board of Indirect Taxes and Customs vide Notification No. 01/2022 – Central Tax dated 24th February, 2022 have notified the mandatory issuance of E-Invoices w.e.f. 1st April 2022 for those suppliers whose turnover during previous years have exceeded Rs.20crs.

In view of the aforesaid notification your office is required to issue Tax Invoice with appropriate IRN (Invoice Reference Number) and QR Code printed on the face of the invoice. Please note invoices issued without IRN and QR code if applicable to your organization will be rejected as the same is not considered as a valid Tax Invoice.

GST Reimbursement Clause: As per GST law, the supplier/BA has to issue Tax Invoice along with supply of goods and in case of services within 30 days from the date of supply of service. The GST amount billed in the Tax Invoice has to be deposited first by your organization. In case, your organization doesn't deposit GST with Govt. treasury on/before prescribed due date, we reserve the right to withheld GST amount till the time it reflected in GSTR-2A / GSTR-2B of company portal

Below are the check points while receiving the invoice from Vendor.

- a. Tax Invoice must be written if GST is charged. (Invoice/Bill will not be accepted)
- b. HSN or SAC Code is mandatory if Tax invoice is being issued.
- c. Original for Recipient should be written if original invoice is being submitted.
- d. Company Name and Address with state code should be mentioned properly. "TP Southern Odisha Distribution Limited
- e. Invoice number must be within 16 Digit.
- f. Invoice Date must be mentioned.
- g. GST and PAN of both supplier and TPSODL must be mentioned.
- h. E-Invoice is mandatory if BA's turnover is above Rs 5 Cr. (Manual Invoice won't be processed) w.e.f. from 1st August, it will be Rs 5 Cr.
- i. Bank Details should be written on the invoice (Optional)

**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. Please refer attached Environment Policy and Sustainability Policy, Annexure-XI for more details.

#### **7.7 Ethics:**

TPSODL is an ethical organization and as a policy 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.

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 Tata Code of Conduct (TCOC) attached at Annexure X for more information.

Any ethical concerns with respect to this tender can be reported to the following e-mail ID:

[mpkulkarni@tpsouthernodisha.com](mailto:mpkulkarni@tpsouthernodisha.com)

#### **8. Specification and standards**

As per Annexure II

#### **9. General Condition of Contract**

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

#### **10. Safety:**

All jobs are this tender have to be executed strictly in compliance to the Safety terms and Conditions of TP Southern Odisha Distribution Limited. Please refer attached Safety terms and conditions, Annexure-IX, for details. Violation of Safety norms will result in Penalty as mentioned in the above document.



**ANNEXURE I**

**Schedule for Items**

SI No.	Description	HSN Code	UoM	Qty	Unit Price Rs.	Unit Tax Rs.	All Inclusive Unit Price Rs.	Total all Inclusive Price Rs.
				Q	(A)	(B)	(C=A+B)	(D=C*Q)
1	Supply of 1 KVA Inverter along with Battery Min backup of 3 Hr in 80% load with 3 years warranty.		Nos	120				
3	Supply and Installation of Trolley for Inverter & Battery with 3 years warranty.		Nos	120				
4	Supply and Installation of 3 Pin Top 10 Amp with 3 years warranty.		Nos	120				
<b>Total All Inclusive Price (In Rs) as per BOQ</b>								

Signature & Seal of the Bidder

**Note:**

- The bids will be evaluated commercially **on the overall all-inclusive lowest cost for the complete tender BOQ** as mentioned in Schedule of Items [Annexure I in tender document].
- Price shall remain Firm.
- The quantity mentioned above is for evaluation purpose only and may vary during the execution. Release Orders against this Rate Contract shall be issued by TPSODL as per actual requirement.
- It is intended to split the contract among maximum 02 nos. of bidders. Maximum 04 nos. of eligible bidders (L-1 to L-4) shall be allowed in RA process. Balance bidders i.e L5, L6 & and so on, would not be allowed to participate in the RA process.
- 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.
- HSN/SAC codes must be mandatorily provided wherever necessary.
- The unit price with GST in column no. “D” of Annexure-I shall be FOR PAN TPSODL Location.

**ANNEXURE II**

Technical Specifications for 1 KVA Online Sine Wave Inverter and Battery.			
Sr. No.	Specifications	Requirement	Compliance
<b>1</b>	<b>Make</b>		
A	Rated capacity	1000-1100 (12V)	
B	Certifications	BIS certified as per IS/IEC standards	
C	Make	Products should be from reputed make	
<b>2</b>	<b>Input / Output</b>		
A	Nominal Input Voltage	230Vac 1 Phase	
B	Input Voltage Window @ full load	140 - 300Vac (load dependent) Input Power Factor	
C	Frequency & Frequency Range	50+/- 1Hz	
D	Nominal Output Voltage	230V	
E	Output Waveform	Pure Sine Wave	
F	Input Connection	C14 15A/15A 3 pin socket	
G	Output Receptacles	(1 ) IN 15A	
H	Battery type	200 Ah SMF battery	
I	Re-charge Time to 90% Capacity	3 Hr	
J	Battery Backup Time* ( At 80% load )	3 Hr	
K	Start-on-Battery	Inverter can be started without being connected to AC utility power	
<b>3</b>	<b>Communication User Interface</b>		
A	Switching	Automatic	
B	Visual/Display	MAINS ON UPS ON BATTERY CHARGING OVERLOAD BATTERY LOW FAULT INDICATION	
C	Control	One button for On/Off	
<b>4</b>	<b>Environment</b>		
A	Operating Temperature	0°C ~ 60 °C	
B	Storage Temperature	-15°C ~ 50°C	
C	Humidity	0 ~ 90%	
D	Cooling mode	Forced cooling	
E	Noise Level	<40dB	

**Technical Specifications for 1 KVA Online Sine Wave Inverter and Battery.**

Sr. No.	Specifications	Requirement	Compliance
<b>5</b>	<b>Technology</b>		
A	Wire On/Off	On/Off through wire also	
B	Design	Micro Controller Based Intelligent Control Design.	
C	Auto Reset Feature	Yes	
D	Efficiency	> 80%	
E	Charger	Power Factor Controlled Boost Technology	
F	Battery charging current	Constant charging approx 10% of the rated battery current in AH	
G	Protections	Short circuit, Overload, Over temperature, Low Battery, No Load Shutdown	
<b>6</b>	<b>Warranty</b>	3 Years on Inverter & Batteries	

## 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 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:**

## 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 or subject to variation (If variable indicate the price variation clause with the ceiling if applicable)	Firm / Variable
1a.	If variable price variation on clause given	Yes / No
1b.	Ceiling	----- %
1c.	Inclusive of GST	Yes / No (If Yes, indicate % rate)
1d.	Inclusive of transit insurance	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 (180 days) (From the date of opening of 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.)

**Seal of the Bidder:**

**Signature:**

**Name:**

**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 tender	
3	Signed copy of this tender as an unconditional acceptance	
5	Duly filled schedule of commercial specifications (Annexure IV)	
6	Sheet of commercial/technical deviation if any (Annexure III)	
7	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/other certified agency) if applicable	
14	Project/supply Completion certificates	
15	Performance certificates if applicable	
16	Client Testimonial/Performance Certificates if applicable	
17	Credit rating/solvency certificate if applicable	
18	Undertaking regarding non blacklisting (On company letter head)	
19	List of trained/untrained Manpower	
20	Drawings/Documents mentioned in Sr no. 18 of the specification	

**Seal of the Bidder:**

**Signature:**

**Name**

**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 fairer and more transparent, 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. 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. TPSODL will make every effort to make the bid process transparent. However, the award decision by TPSODL would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of 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 TPSODL.
6. In case of intranet medium, TPSODL shall provide the infrastructure to bidders. Further, 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 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 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 auction event shall be considered by TPSODL.
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**

Scope of Work and SLA

Scope of Work:

Supply of Items as per Annexure-I

Service Level Agreement is as below:

<b>Service Level Agreement</b>		
<b>S. No</b>	<b>Activity</b>	<b>SLA Timelines</b>
1	Configuration/ Call Response Time	<b>4 Hr</b>
2	Resolution Time	NBD

**Escalation Matrix:-**

<b>Category</b>	<b>On call Response</b>	<b>Contact person</b>	<b>Email id</b>
Support – Initial analysis (L1)	Within 4 hrs		
L2	Within 6 Hrs		
Account Manager			-
Sales Director			



