



TP Southern ODISHA DISTRIBUTION LIMITED

(A Tata Power & Odisha Govt. joint venture)

Kamapalli, Courtpeta, Berhampur, Ganjam, Odisha, India -760 004

NIT No.: TPSODL/OT/2026-27/2500001258

Procedure for Participating in Tender

Tender Enquiry No	Work Description	EMD (Rs.)	Tender Fees (Inclusive of GST) (RS.)	Last date and time for Payment of Tender Fees
TPSODL/OT/2026-27/2500001258	Rate Contract for Supply of Earthing Device GI Earthing Spike at TPSODL	2,00,000/-	5,000	22.08.2026; 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.

- Eligible and Interested Bidders to submit duly signed and stamped letter on Bidder's letterhead indicating.
 - Tender Enquiry number
 - Name of authorized person (BA shall submit Proper notarized authorization letter/ Power of Attorney to sign the tender on the behalf of bidder / company.)
 - Contact number
 - e-mail id
 - Details of submission of Tender Participation Fee
 - GST Number
- 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 priya.sahoo02@tpsouthernodisha.com with copy to Vijay.Kumar@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.

5. MSME BA from Odisha may refer and follow as per TPSODL GCC norms- Clause 9.4.



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OPEN TENDER NOTIFICATION

FOR

**" Rate Contract for Supply of Earthing Device GI
Earthing Spike at TPSODL".**

Tender Enquiry No.: TPSODL/OT/2026-27/2500001258

Due Date for Bid Submission: 02.09.2026



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1. Event Information

1.1. Scope of work

Open Tenders are invited through e-tender bidding process from interested and eligible bidders for entering into a Rate Contract valid for a period of **12 Months** as defined below:

Tender Enquiry No.	Work Description	EMD (Rs.)	Tender Fee (Inclusive of GST) (Rs.)	Last Date and Time for payment of Tender Fee
NIT Number: TPSODL/OT/20 26-27/ 2500001258	Rate Contract for Supply of Earthing Device GI Earthing Spike at TPSODL.	2,00,000	5,000	22.08.2026, 18:00 Hrs.

1.2. Availability of Tender Documents

Please refer the “procedure to participate in the e-tender”.

1.3. Calendar of Events

(A)	Last date and time of Payment of Tender Fee	22.08.2026, 18:00 Hours.
(B)	Last Date of receipt of pre-bid queries if any.	26.08.2026 up to 11:00 Hours.
(C)	Date and Time of Pre-Bid Meeting	NA
(D)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	29.08.2026 up to 18:00 Hours.
(E)	Last date and time of receipt of Bids	02.09.2026 up to 22:00 Hours.
(F)	Date & Time of opening technical bids & EMD (Envelope-1 & 2)	03.09.2026, 10:00 Hours 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.



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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

Bidder has to mandatorily quote for complete BoQ.

Qualification requirements:

1. The average annual turnover requirement of the bidder shall be a minimum of Rs. 2 Cr in last three Financial years (FY 22-23, FY 23-24, FY 24-25). For MSME registered in the State of Odisha, criteria shall be reduced to 20% of the existing one. Copy of audited P&L Account (with UDIN no.) to be submitted in this regard.
2. The bidder shall submit the performance certificate issued during last 07 years from any reputed Power generation, transmission & Distribution Utility/any State, Central Govt. organization. Performance experience at TATA Power and its group company shall supersede feedback from other utilities. Last day of previous month prior to date of bid submission shall be counted for purpose of years calculation. (Required Documents -The performance certificate and contact details of the client need to be submitted).
3. For manufacturing facility to manufacture the tendered materials and should have in-house facilities for routine & acceptance tests as per technical specifications – OEM shall submit self-authorization certificate and channel partner / authorized dealer, they shall submit the certificate from OEM.



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Note:

- a. The manufacturer quoting directly should not authorize their channel partner for the same tender.
- b. The OEM in any case will not authorize more than one channel partner against the same tender.
4. The Bidder should have Order Copy of similar items of total cumulative value of Rs. 1 Cr. during the last 3 years. Last day of previous month prior to date of bid submission shall be counted for purpose of years calculation. (Required Documents - Order copy to be provided).
5. The The prospective Bidder(s) should be have following certificates : -
 - a- Valid GST Registration Certificate.
 - b- Valid PAN No.
6. Bidder should not be blacklisted by any utility / Govt. Organization. Bidder has to submit undertaking for the same. Bidders presently under blacklisting by TPSODL, Tata Group Companies, the Government of Odisha, or any other utility in India due to any reason related to similar supply/service contract will be considered ineligible to participate in this tender. This supersedes the Performance Certificate Clause of Qualification Criteria.

Note- 'Debarment' will not be considered as 'Blacklisting'

Note: The Bidder must submit an undertaking for acceptance of all terms & conditions of the tender document, associated corrigendum/amendments, GCC – Supply, Corrigendum and reply to Pre-Bid Queries along with the bid document.



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The indenting bidder(s) shall furnish the documentary evidence pertaining to the above qualifying criteria or else their bid shall be rejected outright without any further correspondence.

Note: The evaluation of contractor's safety capability with evaluation of safety bid is part of qualifying requirement for participating packages.

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

1) Tender Fees

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

2) Earnest Money Deposit (EMD)

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

3) Qualification Requirement for Open Tenders

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

For 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.

4) 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 behaviour 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 honour 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 honour these confidentiality provisions will be excluded from participating in future bidding events.

2. Evaluation Criteria

- a) Bidders has to mandatorily quote for each line item of the BOQ. Failing to do so, TPSODL may reject the bids.
- b) The bids will be evaluated techno - commercially on the compliance to tender terms and conditions.
- c) The bids will also be evaluated on Safety Parameters as mentioned in annexure of the tender along with techno commercial evaluation. Bidders have to submit all the documents related to applicable evaluation.
- d) The bids will be evaluated commercially on overall total all-inclusive lowest cost of Tender BOQ as mentioned in Schedule of Items [Annexure I in tender document]. TPSODL prefers to split the overall contract and TPSODL reserves the right to decide the number of items to be awarded to a single bidder considering the best cost optimization, capacity and capability of the bidders to ensure SLA.
- e) It is intended to split the contract among maximum 02 nos of Bidders. Hence, maximum 4 eligible bidders, (L1 to L4 techno commercial qualified bidders) shall be allowed to participate in RA. Balance Bidders i.e L5, L6, L7 & so on, would not be allowed to participate in RA process

NOTE-1: In case of a new bidder not registered with TPSODL, existing sites shall be visited by TPSODL officials for confirming overall performance of the BA. However, TPSODL reserves the right to carry out sites' inspection and evaluation for any bidder prior to technical qualification. In case a bidder is found as Disqualified in the sites visit evaluation, their bid shall not be evaluated any further and shall be summarily rejected. The decision of TPSODL shall be final and binding on the bidder in this regard.

2.1 Price Variation Clause:

Price shall be variable during the entire contract period as per IEEMA mentioned below. Maximum ceiling value up to 15% is allowed on plus side and there is no ceiling value on negative side.

PV Clause:

PV clause will be applicable, and the price will be variable as per the below mentioned formula.

For Galvanized Items: - (containing only Steel)

$$P = P_0 (0.20 + 0.58 \cdot SBIR/SBIR_0 + 0.07 \cdot Zn/Zn_0 + 0.15 \cdot W/W_0).$$

Wherein, P = Price payable as adjusted in accordance with the above formula. P₀ = Price quoted / confirmed.

SBIR = Price of Steel Billets-Retail (This price is as applicable on the 1st working day of the month, Two months prior to the date of MDCC of TPSODL.)

SBIR₀ = Price of Steel Billets-Retail (This price is as applicable on the 1st working day of the month, one month prior to the date of tendering.)

W = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base: 2001 = 100) This index number is as applicable on the first working day of the month, four months prior to the date of issue of MDCC by TPSODL.

W0 = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base: 2001=100) this index number is as applicable on the first working day of the month, three months prior to the date of tendering. Zn = Price of Electrolytic high-grade zinc. (This price is as applicable on the 1st working day of the month, Two months prior to the date of issue of MDCC by TPSODL.)

Zn0 = Price of Electrolytic high-grade zinc. (This price is as applicable on the 1st working day of the month, one month prior to the date of issue of tendering).

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.

TPSODL reserves the right to enhance the RC / PO value to the extent of 15% within the contractual period.

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. 2,00,000.00 (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 favouring '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.

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.



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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
BPR North Star Building, 2nd Floor, Khodasingi,
Berhampur, Odisha - 760010

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

Rate Contract for supply of Earthing device GI Earthing Spike at 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: Communication Details:

Name: Mr. Priya Darshan Sahoo

Contact No: 7008749850

E-Mail ID: Priya.sahoo02@tpsouthernodisha.com

Head – Procurement

Name: Mr. Vijay Kumar

Contact No.: 9871798582

E-Mail ID: Vijay.Kumar@tpsouthernodisha.com

Chief – Contract and Stores

Name: Mr. Subrata Dey

E-Mail ID: 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 favour 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



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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/ Criteria

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 4.3 above. The decision to place Rate Contract /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

- 1. Rate Contract shall be valid for a period of 12 months from the placement of the Contract. Release Order (RO) shall be placed as per the requirement of TPSODL.
- Post award of RC, Business Associate (BA) shall submit applicable Performance Bank Guarantee as per GCC within 15 days. PBG applicable shall be 5% of contract value (Performance Bank Guarantee for MSME registered in the State of Odisha shall be 25% of the prescribed value). PBG should be valid for applicable guaranty period, plus a 1-month claim period, from the date of award of contract.
- 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.

- TPSODL reserves the right to enhance the RC value to the extent of 15% within the contractual period.
- Covid Insurance clause as mentioned in GCC shall not be applicable. However, if intimated by TPSODL during validity of contract for Covid Insurance policy, same has to be abided by BA at no extra cost to TPSODL
- TPSODL appreciates and welcomes the engagement/employment of persons from SC/ST community or any other deprived section of society by their BAs.
- In line with the tender T&Cs, it is to be proactively ensured by BA to have all suitable arrangement including manpower for safe unloading and stacking of materials at TPSODL Stores. However, in case of emergency or during unavoidable circumstances - If BA requests TPSODL for unloading of materials, TPSODL shall debit the suitable amount from the Invoice in lieu of the same. Amount calculated and debited by TPSODL shall be final and binding on the bidder.
- All the terms and conditions of TPSODL GCC- Supply shall be applicable.

7.2 Delivery Terms / Contract Period: Rate Contract shall be issued with a validity period of 12 months.

Materials shall be delivered within 45 days from the date of issuance of release order / GTP, Drawing approval, whichever is later. The material shall be delivered as per the location mentioned in the release order across PAN TPSODL

7.3 Warranty Period

As per Technical Specification.

7.5 Payment Terms

- I. Prices shall be variable during the entire contract period as per IEEMA. Price variation Clause annexed. Maximum ceiling Value up to 15% is allowed on plus side and there is no ceiling value on negative side.
- II. 100% of invoice value shall be released within 45 days from the date of submission of error free and certified invoice along with PV invoice (if Applicable). TPSODL shall certify the invoice.

“BA shall submit invoices with all supporting documents in SIGITEK portal of TPSODL”.

Supporting Documents:

- a. E-Invoice with IRN is mandatory if last financial year turnover is above Rs 5 Cr. / in case less than Rs. 5 Cr. Self-undertaking is required.
- b. Tax Invoice.
- c. HSN or SAC Code is mandatory with invoices.
- d. Invoice number must be within 16 Digit.
- e. GST and PAN of both supplier and TPSODL must be mentioned in invoice.
- f. Warranty / Guarantee certificates as per contract terms.
- g. E-Way Bill (if applicable)
- h. MDCC (if applicable)

7.6 Drawing Submission and Approval

BA shall submit the GTP for approval within 07 days of receipt of Rate Contract. It is the responsibility of BA to get the GTP approval within 10 days of award of Contract.

7.7 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.

7.8 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, copy to Vijay.Kumar@tpsouthernodisha.com

8 Specification and standards

Attached Separately in Tender Documents

9 General Condition of Contract

Any condition not mentioned above **shall be applicable as per GCC** 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	Item Description	HSN Code	Qty	UOM	Unit Price (Rs.)	GST (Rs.)	All Inclusive unit Price (Rs.)	Total Amount
1	EARTHING DEVICE GI EARTHING SPIKE		10,000	EA				
Total All Inclusive Price as per BOQ								

NOTE:

- The quantity mentioned above is for evaluation purpose only and may vary during the execution.
- The bidders are advised to quote prices strictly in the above format and for all the line items as mentioned above. Failing to do so, bids are liable for rejection.
- 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.
- The prices shall be FOR PAN TPSODL SITE/STORE, Odisha Locations.
- HSN/SAC Code for respective line item must be mandatorily provided where ever applicable.

SCOPE OF WORK

Scope of work include supply of Earthing Device GI Earthing Spike at TPSODL



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ANNEXURE II
Technical Specification

Attached Separately in Tender Documents.

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:



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ANNEXURE VI

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

(To be signed and stamped by the bidder)

In a bid to make our entire procurement process 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 out-rightly 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



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ANNEXURE VII
SCOPE OF WORK

Attached Separately



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Annexure VIII
GENERAL CONDITION OF CONTRACT

Attached - General Condition of Contract for Supply.



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Annexure IX
Safety Policy and Safety Terms and Conditions

Attached separately

ANNEXURE X
TATA CODE OF CONDUCT

The Owner abides by the Tata Code of Conduct in all its dealing with stake holders and the same shall be binding on the Owner and the Contractor for dealings under this Order/ Contract. A copy of the Tata Code of Conduct is available a tour website:

<https://www.tatapower.com/pdf/aboutus/Tata-Code-of-Conduct.pdf>

The Contractor is requested to bring any concerns regarding this to the notice of our Chief Procurement & Stores e-mail ID: subrata.dey@tpsouthernodisha.com

ANNEXURE XI
ENVIRONMENT & SUSTAINABILITY POLICY



CORPORATE ENVIRONMENT POLICY

Tata Power is committed to a clean, safe and healthy environment, and we shall operate our facilities in an environmentally sensitive and responsible manner. Our commitment to environmental protection and stewardship will be achieved by:

- Complying with the requirements and spirit of applicable environmental laws and striving to exceed required levels of compliance wherever feasible
- Ensuring that our employees are trained to acquire the necessary skills to meet environmental standards
- Conserving natural resources by improving efficiency and reducing wastage
- Making business decisions that aim towards sustainable development
- Engaging with stakeholders to create awareness on sustainability

(Praveer Sinha)
CEO & Managing Director

Date: 15th June, 2018

TATA POWER
Lighting up Lives!



CORPORATE SUSTAINABILITY POLICY

At Tata Power, our Sustainability Policy integrates economic progress, social responsibility and environmental concerns with the objective of improving quality of life. We believe in integrating our business values and operations to meet the expectations of our customers, employees, partners, investors, communities and public at large

- We will uphold the values of honesty, partnership and fairness in our relationship with stakeholders
- We shall provide and maintain a clean, healthy and safe working environment for employees, customers, partners and the community
- We will strive to consistently enhance our value proposition to the customers and adhere to our promised standards of service delivery
- We will respect the universal declaration of human rights, International Labour Organization's fundamental conventions on core labour standards and operate as an equal opportunities employer
- We shall encourage and support our partners to adopt responsible business policies, Business Ethics and our Code of Conduct Standards
- We will continue to serve our communities:
 - By implementing sustainable Community Development Programmes including through public/private partnerships in and around our area of operations
 - By constantly protecting ecology, maintaining and renewing bio-diversity and wherever necessary conserving and protecting wild life, particularly endangered species
 - By encouraging our employees to serve communities by volunteering and by sharing their skills and expertise
 - By striving to deploy sustainable technologies and processes in all our operations and use scarce natural resources efficiently in our facilities
 - We will also help communities that are affected by natural calamities or untoward incidence, or that are physically challenged in line with the Tata Group's efforts

The management will commit all the necessary resources required to meet the goals of Corporate Sustainability.



(Praveer Sinha)
CEO & Managing Director

Date: 15th June, 2018

GENERAL CONDITIONS OF CONTRACT