

Procedure to Participate in Tender**Tender Enquiry No- TPSODL/OT/2026-27/2500001180**

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/ 2026-27/ 2500001180	Rate contract for Repairing & Reconditioning services works of Distribution Transformer at DTR workshop, Central Store Berhampur, TPSODL	2,00,000	5,000	30.05.2026, 18:00 Hrs.

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

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.

Procedure to Participate in Tender.

Following steps to be done before “Last date and time for Payment of Tender Fee” as mentioned above:

1. Eligible and Interested Bidders to submit duly signed and stamped letter on Bidder's letter head indicating
 - a. Tender Enquiry number
 - b. Name of authorized person
 - c. Contact number
 - d. E-mail id
 - e. Details of submission of Tender Fee
 - f. GST Registration No

2. Non-Refundable Tender 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/ Enquiry Number –

Beneficiary Name – TP Southern Odisha Distribution Limited

Bank Name – Union Bank of India

Branch Name – Kamapalli Branch, Berhampur.

Account Type – TPSODL Corporate Expenditure Account.

Account No – 625901010050070

IFSC Code – UBIN0562599

E-mail with necessary attachment of 1 and 2 above to be sent to m.lisha@tpsouthernodisha.com with copy to vijay.kumar@tpsouthernodisha.com before last date and time for payment of Tender Fee.

Interested bidders to submit Tender Fee and Authorization Letter before Last date and time as indicated above, after which link from TPSODL E-Tender system (Ariba) will be shared for further communication and bid submission.

Please note all future correspondence regarding the tender, bid submission, bid submission date extension, Pre-bid query etc. will happen only through TPSODL E-Tender system (Ariba). User manual to guide the bidders to submit the bid through E-Tender system (Ariba) is also enclosed.

No e-mail or verbal correspondence will be responded. All communication will be done strictly with the bidders who have done the above step to participate in the Tender.

Also, it may be strictly noted that once date of “Last date and time for Payment of Tender Participation Fee” is lapsed no Bidder will be sent link from TPSODL E-Tender System (Ariba). Without this link vendor will not be able to participate in the tender. Any last moment request to participate in tender will not be entertained.

Any payment of Tender Fee / EMD by Bidder who have not done the prerequisite will not be refunded.

Also, all future corrigendum to the said tender will be informed on Tender section on website <https://www.tpsouthernodisha.com/archivetenders.html>



NIT No.: TPSODL/OT/2026-27/2500001180

Open Tender Notification

For

**Rate contract for Repairing and Reconditioning services works of
Distribution Transformer at DTR workshop, Central Store
Berhampur, TPSODL**

Tender Enquiry No.: TPSODL/OT/2026-27/2500001180

Due Date for Bid Submission: 10.06.2026; 17:00 Hours

CONFIDENTIAL

**TP SOUTHERN ODISHA DISTRIBUTION LIMITED
(A Tata Power and Odisha Government Joint Venture)
Procurement & Stores Department**

Corporate office: Kamapalli, Courtpetta, Berhampur, Ganjam, Odisha, India -760 004

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1.0 Event Information

1.1 Scope of work

Open Tenders are invited through e-tender bidding process from interested and eligible bidders for Supply & Installation of Air Conditioner and their accessories:

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/ 2500001180	Rate contract for Repairing & Reconditioning services works of Distribution Transformer at DTR workshop, Central Store Berhampur, TPSODL	2,00,000	5,000	30.05.2026, 18:00 Hrs.

1.2 Availability of Tender Documents

Please refer "Procedure to participate in the e-tender".

1.3 Calendar of Events

(a)	Last Date of receipt of Tender Fee	30.05.2026; 18:00 Hrs.
(b)	Date & Time of Pre-Bid Meeting (If any)	If required to be notified through our website / e-mail
(c)	Last Date of receipt of pre-bid queries, if any	30.05.2026 up to 18:00 Hrs. (after which no queries will be entertained)
(d)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	02.05.2026 up to 18:00 Hours
(e)	Last date and time of receipt of Bids	10.06.2026 up to 17:00 Hours
(f)	Date & Time of opening technical bids & EMD	Will be notified to the bidders through our website / e-mail.
(g)	Date & Time of opening of Price of qualified bids	Will be notified to the successful bidders through our website / e-mail.

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

1.4 Mandatory documents required along with the Bid

- 1.4.1 EMD of requisite value and validity
- 1.4.2 Tender Fee in case the tender is downloaded from website
- 1.4.3 Requisite Documents for compliance to Qualification Criteria mentioned in Clause 1.7.
- 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, MSME, 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: -

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

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

1.7 Qualification Criteria

Commercial qualification criteria:

1. The bidder should have Average Annual turnover of at least *Rs. 2.0 Cr.* in any *last 3 Financial Year* (FY2022-23, FY2023-24, FY2024-25). (Copy of audited Balance Sheet and P&L Account to be submitted in this regard).
2. The bidder must have a minimum two years' experience with knowledge to provide services of DT repairing at reputed organization with order/orders value minimum of Rs. 25 Lakhs cumulatively during last 04 years. However, in case the bidder has a present association with running work order with Odisha Discoms for similar services, shall be considered irrespective of mentioned experience criteria.
3. Bidder should not be black-listed by any Central / State Government / Public Sector Undertaking in India (Undertaking on company letterhead for the same is required)
4. BA shall submit Proper notarized authorization letter/ Power of Attorney to sign the tender on the behalf of bidder / company.
5. The BA shall pay and discharge all its obligations towards its employees and agents etc., for payment of their dues including wages, minimum wages as revised from time to time by the respective authorities, salaries, allowances, provident fund and Employees' State Insurance Corporation contributions, gratuity, bonus or any other contractual or statutory or social security liabilities. The BA agrees to absolve TPSODL from all liabilities as stated under this clause and also from all the liabilities with regard to all other statutory enactment to the extent applicable to the Services provided by the BA. It is clearly understood that, should TPSODL be called upon to make any payment including any penalty to any authorities in this behalf, the BA shall immediately reimburse such amounts to TPSODL without protest even after the Agreement is terminated or during the currency of this Agreement provided the claim

relates to a period during which Services were being provided by BA to TPSODL. Bidder must submit the self-undertaking.

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.

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

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. TPSODL certificate/feedback will be from Head / GM or above Level only.
- In case the bidder has got previous association with Tata Power / TPCODL / TPNODL / TPWODL / TPSODL or any other group companies for supply or services of any similar product or service, performance feedback will be solely considered irrespective of the performance certificate issued by bidder's other customers.
- 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.”

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.

However, TPSODL reserve the right to scrutinize and reject any of such existing vendors without assigning reason what so ever may be.

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.

2.0 Evaluation Criteria

- The bids will be evaluated technically on the compliance to tender terms and conditions.
- Bidders has to mandatorily quote for each line item of the BOQ. Failing to do so, TPSODL may reject the bids.
- The bids will be evaluated commercially on the **overall all-inclusive lowest cost basis as defined in the tender BOQ / Schedule of Items [Annexure I]**
- The prices shall remain FIRM during the entire contract period.
- However, the wages of respective category of the manpower shall be revised on account of any revisions in minimum wages/VDA and statutory compliances as published by the Labor Department, Govt. of Odisha during the contract period (**This shall be subject to TPSODL acceptance/Discretion and Decision of TPSODL shall be binding on BA**). The revision shall be limited to an increase in minimum wages/VDA as per the applicable category of the workforce.
- Quantity variation Clause: "TPSODL reserves the right to enhance the RC value to the extent of 15% within the contractual period"

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.

NOTE: In case a new bidder is not registered with TPSODL, factory inspection and evaluation shall be carried out to ascertain bidder's manufacturing capability and quality procedures.

However, TPSODL reserves the right to carry out factory inspection and evaluation for any bidder prior to technical qualification.

In case a bidder is found as Disqualified in the factory evaluation, their bid shall not be evaluated any further and shall be summarily rejected. The decision of TPSODL shall be final and binding on the bidder in this regard.

2.1 Price Variation Clause:

Price shall remain firm.

3.0 Submission of Bid Documents

3.1 Bid Submission

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

Bids shall be submitted in 3 (Three) parts:

FIRST PART: “EMD” of Rs. 2,00,000 /- (Rupees two lakhs only) shall be submitted.

The EMD shall be valid for 210 days from the due date of bid submission in the form of BG/ Bankers Pay Order favoring ‘TP Southern Odisha Distribution Limited’, payable at Berhampur only. The EMD has to be strictly in the format as mentioned in General Condition of Contract, failing which it shall not be accepted and the bid as submitted shall be liable for rejection. EMD in the form of BG/ Bankers Pay Order shall be required to be submitted only at the Office of “Chief-Procurement & Stores” as addressed hereunder-

Chief (Procurement & Stores)

TP Southern Odisha Distribution Limited
BPR North Star Building, 2nd Floor, Khodasingi,
Berhampur, Odisha - 760010

EMD May also be submitted through NEFT/ RTGS as per Bank details provided below with proper furnishing of submission details

A separate non-refundable tender fee of stipulated amount also needs to be transferred online through NEFT/ RTGS in case the tender document is downloaded from our website.

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

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

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)*
- h) Acceptance of Annexure for Scope of work and Service level agreement.

The technical bid shall be properly indexed and is to be submitted through TPSODL E-tender platform (Ariba) only. Hard copy of Technical Bids need not 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 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 Repairing and Reconditioning services works of Distribution Transformer at DTR workshop, Central Store Berhampur, TPSODL”

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.

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:

Package Owner - Contracts

Name: Ms. M Lisha
Department: Procurement
Contact No.: 9078119269
E-Mail ID: m.lisha@tpsouthernodisha.com

Head - Procurement

Name: Mr. Vijay Kumar
Contact No: 9871798582
E-Mail ID: vijay.kumar@tpsouthernodisha.com

Chief – Procurement & Stores:

Name: Mr. Subrata Dey
E-Mail ID: subrata.dey@tpsouthernodisha.com

Bidders are strictly advised to communicate with Package Owner through TPSODL E-tender System (Ariba) only. They need to pay Tender Participation Fee to receive the Ariba log-in.

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.

The quantity breaks 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.

Applicable GST to be specified clearly.

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)

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 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.

4.0 Bid Opening & Evaluation process

4.1. Process to be confidential

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

4.2. Technical Bid Opening

Technical bids shall be opened in the presence of the participating bidders. Bids shall be opened as per the schedule mentioned in Calendar of Events. Technical bid must not contain any cost information whatsoever.

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

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

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/or 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. After all techno commercial issues are clarified, the date of price bid opening will be intimated to the technically accepted bidders and same shall also be notified at TPSODL website.

4.5. Price Bid Opening

Price bids will be opened at the stipulated date and time as per the schedule mentioned in Calendar of Events. 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.

5.0 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 4.3 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 all the rights to award the contract to one or more bidders so as to meet the delivery requirement or nullify the award decision without assigning any reason thereof.

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

6.0 Order of Preference/Contradiction

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

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

7.0 Post Award Contract Administration

7.1. Special Conditions of Contract

- a. The overall period of the contract shall be for a period of 02 years. Initially Rate Contract shall be issued with validity of one year from the effective date of RC and shall be renewed for 2nd year based on performance feedback from the user group. The prices shall remain FIRM during the entire contract period.
- b. However, the wages of respective category of the manpower shall be revised on account of any revisions in minimum wages/VDA and statutory compliances as published by the Labour Department, Govt. of Odisha during the contract period (**This shall be subject to TPSODL acceptance/Discretion and Decision of TPSODL shall be binding on BA**). The revision shall be limited to an increase in minimum wages/VDA as per the applicable category of the workforce.
- c. On-call manpower (Skilled/Un-Skilled), as & when required shall be called for 8 Hrs. Shift Duty with advance intimation (prior notice to mobilize) of 03 days. However, the maximum limit for on call resources will be 12No. /Day for each category.
-The manpower if required will have to work in the shifts other than the General Shift timing as per the requirement of EIC/ DOS.
- d. It is advised to deploy local manpower. TPSODL may support to provide resources.
- e. Quantities mentioned in BOQ shall be applicable for evaluation purposes only. TPSODL shall reserve the right to increase or decrease the quantity to any extent or completely nullify the requirement, of any of the aforesaid BOQ line items. However, the prices (per Manpower) finalized shall be applicable for respective line items for the entire contract period.
- f. Post award of RC, BA shall submit applicable PBG within 21 days of issuance of RC. PBG applicable shall be 5% of contract value. PBG period shall have validity for higher tenure of warranty period plus 1 month. Performance Bank Guarantee for MSME registered in the State of Odisha shall be 25% of the value normally prescribed.
- g. TPSODL appreciates and welcomes the engagement/employment of persons from the SC/ST community or any other deprived section of society by their BAs.

- h. TPSODL shall short-close the issued Release Order / Rate contract, in case of any quality/Service issues
- i. All necessary PPEs and consumables such as Safety Shoes, Safety helmets, Hand Gloves, and Reflective Jackets shall be provided by TPSODL.
- j. Bidders to ensure that their GST registration is valid during validity of the 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
- k. 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.
- l. 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
- m. Qty Variation Clause: TPSODL reserves the right to enhance the RC / PO value to the extent of 15% within the contractual period.
- n. All the terms and conditions of TPSODL GCC- Service shall be applicable.

7.2 Payment Terms

Price: Service charges shall remain FIRM during the entire contract period. The prices shall remain firm during the entire two-year contract period,

However, the wages of respective category of the manpower shall be revised on account of any revisions in minimum wages/VDA and statutory compliances as published by the Labour Department, Govt. of Odisha during the contract period (This shall be subject to TPSODL acceptance/Discretion and Decision of TPSODL shall be binding on BA). The revision shall be limited to an increase in minimum wages/VDA only as per the applicable category of the workforce.

Payment Terms:

- a. BA shall submit monthly error-free invoice (s) by the 3rd of every month for the previous month's work along with supported documents in the Sigitek portal with soft copy to EIC.
- b. **On-Call manpower:** 100% of invoice value shall be released within 07 days from the date of submission of error free and certified invoice along with PV invoice (if Applicable). Invoices shall be certified by EIC of TPSODL and deductions shall be applicable for non-compliance, if any, against Performance Measurement Criteria / SLA.

"BA shall submit their invoices complete 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.

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- d. Invoice number must be within 16 Digit.
 - e. GST and PAN of both supplier and TPSODL must be mentioned.
 - f. Warranty / Guarantee certificates (if applicable)
 - g. Singed Joint Measurement Certificate (if applicable)
- c. **Fixed Manpower:** 90% of invoice value shall be released within 07 days from the date of submission of error free and certified invoice along with PV invoice (if Applicable). Invoices shall be certified by EIC of TPSODL and deductions shall applicable for non-compliance, if any, against Performance Measurement Criteria / SLA.

“BA shall submit their invoices complete 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.
 - f. Warranty / Guarantee certificates (if applicable)
 - g. Singed Joint Measurement Certificate (if applicable)
- b. EIC shall check every month with safety department for CSM violations by BA and also check the monthly performance of the BA with respect to performance measurement parameters in SLA. Based on the data & information available, EIC shall prepare performance scorecard indicating deduction of marks for non-compliance and shall forward the same to DOS team.
- c. Based on EIC feedback on SLA & Statutory Compliances, EIC/DOS team will intimate finance about SLA score & statutory compliances for the release of balance 10% payment of fixed charges invoice.

Note: -

1. The performance of BA will be evaluated & validated by EIC/DOS on the basis of MIS/evidence submitted by the BA. Payment of the balance 10% monthly fixed charge invoice amount will be made as per the marks scored against total of 100 marks under various performance criteria in the month. (For example, if the BA has secured 90 marks in the performance measurement, the BA will be paid 90% of the balance 10% monthly fixed charges invoice amount).
2. In absence of any worker at workplace, BA shall ensure the availability of same manpower to avoid failure of operation of work in DT Workshop. If BA Could not arrange the same then TPSODL shall made the deductions as mentioned below:
3. In case of absenteeism of BA employee, proportionate deduction from the Monthly Gross Wages (Wages including Basic, VDA, Statutory Bonus, Leave Encashment and any other

allowances except for reimbursements) shall be affected. For the purpose of this calculation, standard month is to be taken as 26 days.

4. In case there is any further applicable deduction owing to CSM violations, the same will also be deducted from 10% of the monthly fixed charges invoice of same month, and the excess amount, if any, will be deducted from the next month's invoice.

Note:

The Central Board of Indirect Taxes and Customs have notified the mandatory issuance of E-Invoices for those suppliers whose turnover during previous years have exceeded Rs.5crs. 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

7.3 Delivery Term

Services shall be Started within 15 days of the award of LOI / RC as intimated by the TPSODL DOS department.

7.4 Warranty Period

Not Applicable

7.5 Climate Change

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

7.6 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 GCC attached at Annexure IX for more information.

Any ethical concerns with respect to this tender can be reported to the following e-mail ID: mpkulkarni@tpsouthernodisha.com with cc to manoj.kharbanda@tpsouthernodisha.com

8.0 Scope of job and Service Level Agreement (SLA)

As per Annexure I and II.

9.0 General Condition of Contract

Any condition not mentioned above shall be applicable as per GCC for Service attached along with this tender at Annexure VIII.

10.0 Safety

11.0 Safety related requirements as mentioned in our safety Manual put in the Company's website which can be accessed by:

12.0 [http:// www.tpsouthernodisha.com](http://www.tpsouthernodisha.com)

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

14.0 All jobs in 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-X, for details. Violation of Safety norms will result in Penalty as mentioned in the above document.

ANNEXURE I

Schedule of Items

Description	BOQ with detailed Price breakup			
Category of Employees	Skilled Manpower	Unskilled Manpower	On-call- (Skilled Manpower)	On-call- (Unskilled Manpower)
Minimum wages of Category wise with VDA (W.E.F: 01.04.2026)	572.00	472.00	572.00	472.00
Minimum Wages- (26 days(i)/01day for on-call(i))	14,872.00	12,272.00	572.00	472.00
ER EPF (13%) (ii)	1,933.36	1,595.36	74.36	61.36
ER ESI (3.25%) (iii)	483.34	398.84	18.59	15.34
BONUS (8.33%) (iv)	1,238.84	1,022.26	47.65	39.32
Gratuity 4.81%(v)	715.34	590.28	27.51	22.70
Leave 5.77%(vi)	858.11	708.09	33.00	27.23
LWF (vii)	3.33	3.33	0.13	0.13
TOTAL- CTC-(A) (i+ii+iii+iv+v+vi+vii+viii)	20,104.33	16,590.17	773.24	638.08
Service charge per month in Rs. (B) (Including Supervision Charges + Uniform charges +Other charges)				
GST @18% on C= (A+B)				
Total Cost per month all-inclusive/Each D=(A+B+C)				
BOQ (Q)/Month	12.00	7.00	365.00	365.00

Total Cost Per Month All incl (E=D*Q)				
Total Cost Per Year All incl F=(E*24)				

NOTE:

- The bids will be evaluated commercially on the overall lowest BOQ.
- The monthly fixed charges for total of 19 manpower as per the scope of work.

Skilled manpower:12 No. which includes 01 welder
Unskilled manpower:7 No.
- The service charge shall be included: Supervision Charges + Uniform charges + Other charges.
- The bids will be evaluated commercially on the overall lowest BOQ.
- The overall period of the contract shall be for a period of 02 years. The contract shall however initially be placed for a period of one year only. TPSODL reserves the right to extend the contract for 2nd year as per the agreed rates (pre-finalized rates) and performance of the bidder.
- 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.
- Quantities mentioned in BOQ shall be applicable for evaluation purposes only. TPSODL shall reserve the right to increase or decrease the quantity. to any extent or completely nullify the requirement, of any of the aforesaid BOQ line items. However, the prices (per Manpower) finalized shall be applicable for respective line items for the entire contract period.
- **Service charges shall remain FIRM during the entire contract period. The prices shall remain firm during the entire two-years contract period;**
However, the wages of respective category of the manpower shall be revised on account of any revisions in minimum wages/VDA and statutory compliances as published by the Labour Department, Govt. of Odisha during the contract period (**This shall be subject to TPSODL acceptance/Discretion and Decision of TPSODL shall be binding on BA**). The revision shall be limited to an increase in minimum wages/VDA as per the applicable category of the workforce.
- All necessary PPEs and consumables such as Safety Shoes, Safety helmets, Hand Gloves, and Reflective Jackets shall be provided by TPSODL.

- The On-Call manpower as mentioned above in the BOQ is indicative and will be used for evaluation purpose. Actual quantity will be based on actual requirement.
- On-call manpower (Skilled/Un-Skilled), as & when required shall be called for 8 Hrs. Shift Duty with advance intimation (prior notice to mobilize) of 03 days. However, the maximum limit for on call resources will be 12No. /Day for each category.
- It is advised to deploy local manpower. TPSODL may support to provide resources.

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ANNEXURE-II

Scope of Work & Service Level Agreement

Scope of work include Repairing and Reconditioning services works of Distribution Transformers at DTR workshop, Central Store Berhampur, TPSODL

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ANNEXURE III

Schedule of Deviations

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

Unless specifically mentioned in this schedule, the tender shall be deemed to confirm the 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	
16	Client Testimonial/Performance Certificates	
17	Credit rating/solvency certificate	
18	Undertaking regarding non blacklisting (On company letter head)	
19	List of trained/untrained Manpower	

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 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

ANNEXURE-VII

Technical Specification

NA.

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Annexure VIII

GENERAL CONDITIONS OF CONTRACT

Attached Separately: TPSODL- General Conditions of Contract for Service.

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ANNEXURE IX

SAFETY POLICY AND SAFETY TERMS AND CONDITIONS

Attached Separately: Safety Terms and Conditions

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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: pkjain@tatapower.com.

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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!



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