

Procedure to Participate in Tender

Tender Enquiry No- TPSODL/OT/2026-27/2500001234

Tender Enquiry No.	Work Description	EMD (Rs.)	Estimated tender cost (Rs- Cr.)	Tender Fee (Inclusive of GST) (Rs.)	Last Date and Time for payment of Tender Fee
NIT Number: TPSODL/OT/2026-27/2500001234	Rate Contract for Engineering, Supply, Erection & Commissioning of 33/11 kV Primary Sub-Stations under Phase-IV of ODSSP on "Turnkey Contract Basis", at Kotia , Jeypore Circle.	15.00 Lakh	14.92 Cr.	5,000	14.08.2026, 18:00 Hrs

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

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 Rajkishore.tripathy@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/2026-27/2500001234

Open Tender Notification

For

Rate Contract for Engineering, Supply, Erection & Commissioning of 33/11 kV Primary Sub- Stations under Phase-IV of ODSSP on “Turnkey Contract Basis”, at Kotia , Jeypore Circle.

Tender Enquiry No.: TPSODL/OT/2026-27/2500001234

Due Date for Bid Submission: 25.08.2026; 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 entering into a Rate Contract valid for a period of **12 Months** as defined below:

Tender Enquiry No.	Work Description	EMD (Rs.)	Estimated tender cost (Rs- Cr.)	Tender Fee (Inclusive of GST) (Rs.)	Last Date and Time for payment of Tender Fee
NIT Number: TPSODL/OT/2026-27/2500001234	Rate Contract for Engineering, Supply, Erection & Commissioning of 33/11 kV Primary Sub-Stations under Phase-IV of ODSSP on "Turnkey Contract Basis", at Kotia , Jeypore Circle.	15.00 Lakh	14.92 Cr.	5,000	14.08.2026, 18:00 Hrs

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.

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	14.08.2026; 18:00 Hours
(b)	Date & Time of Pre-Bid Meeting (If any)	Not Applicable
(c)	Last Date of receipt of pre-bid queries, if any	14.08.2026 up to 18:00 Hours ((after which no queries will be entertained)
(d)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	18.08.2026;17:00 Hours
(e)	Last date and time of receipt of Bids	25.08.2026 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.

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- 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 requirements:

- I. The bidder should have average annual turnover of Rs. 50 Crores in last three financial years (FY 22-23, FY 23-24 & FY 24-25). Copy of Audited balance sheet and Profit and loss account statement to be submitted. UDIN No is mandatory in the audited balance sheet / PL statement.
- II. The prospective Bidder(s) should be any Principal EPC/ Turnkey Contractor having Domicile in India independently, possessing valid HT/EHT Electrical Contractor License from ELBO.
Bidder shall submit the valid ELBO HT/EHT license copy.
- III. The Bidder should possess the followings:
 - i. Valid EPF Registration Certificate.
 - ii. Valid ESI Registration Certificate.
 - iii. Valid GST Registration Certificate.
 - iv. Valid PAN No.

Technical Qualification requirements:

IV. Previous Experience:

The bidder should have successfully supplied (with / without PTR & Switchgears), installed, tested and commissioned at least one substation (PSS) of similar rating & capacity or, higher rating and capacity.

Or,

The bidder should have executed two work order of 'PTR bay extension of similar rating or higher capacity and voltage.

The above works must be completed during last 3 years for any reputed organization in India.

Necessary supporting documents i.e. order copy and completion certificate to be submitted in this regard.

V. Performance Certificate:

The bidder should submit performance certificates from at least 2 reputed utilities / companies for similar turnkey works (with / without PTR & Switchgears) at same or higher rating voltage, one of them must be from a power utility. The service against the issued certificates should have been completed within 7 years of the bidding date. In case the bidder has got previous association with TP Discoms for execution of similar works, performance feedback of the same will be solely considered irrespective of the performance certificate issued by bidder's other customers.

Vi. The bidder should procure equipment & services from the Manufacturers Approved /authorized by TPSODL. Also the bidder is supposed to have agreement with Manufacturer/ Service provider to provide support to TP Odisha Discom for any service & spares related issues during relevant guarantee/ warranty period as stipulated in the TPSODL specifications.

Self-undertaking to be submitted in this regard.

Note: -

-The indenting 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.

- 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.

"TPSODL reserve the right to waive minor deviation, if they do not materially affect the capability of the bidder to perform the contract."



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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.

“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.”

The evaluation of contractor's safety capability with evaluation of safety bid is part of qualifying requirement.

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

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 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

- Bidders Evaluation shall be done on L-1 on overall BoQ cost.
- The bids will be evaluated techno- commercially as per qualification requirements of the tender & also evaluated on Safety Parameters as mentioned in annexure of the tender. Bidders have to submit all the documents related to safety bid.
- The bids will be evaluated commercially on the overall all-inclusive lowest cost for complete BoQ [Annexure I]. Bidders has to mandatorily quote against each line items of BoQ, failing to do so, bids are liable for rejection. All bidders are advised to quote their most competitive rates.
- Maximum 03 nos. of eligible bidders (L-1 to L-3) shall be allowed in RA process. Balance bidders i.e., L4, L5, L6 & and so on, would not be allowed to participate in the RA process.
- In case it is observed that if any bidder has quoted prices which is unviable as assessed by TPSODL evaluation committee, TPSODL reserves the right to out rightly-reject such bid.
- Price Variation Clause: The prices shall remain FIRM during the entire contract period.

Note: -

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:** The prices shall remain firm entire contract period.

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. 15,00,000 /- (Rupees Fifteen Lakh 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



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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 HOD-Procurement as addressed hereunder-

TP SOUTHERN ODISHA DISTRIBUTION LIMITED

(A Tata Power and Odisha Government Joint Venture)

Procurement Department (2nd Floor)

Khodasingi, Ambapua

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

Type of Account: TPSODL Corporate Expenditure Account.

Name of the Bank: Union Bank of India, Kamapalli Branch, Berhampur.

IFSCode: UBIN0562599

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 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) or 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

“RC for Engineering, Supply, Erection & Commissioning of 33/11 kV Primary Sub- Stations under Phase-IV of ODSSP on “Turnkey Contract Basis”, at Kotia , Jeypore Circle.”

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: Mr. Rajkishore Tripathy
Department: Procurement
Contact No.: 9437967673
E-Mail ID: rajkishore.tripathy@tpsouthernodisha.com

Head – Procurement

Name: Mr. Vijay Kumar

E-Mail ID: vijay.kumar@tpsouthernodisha.com

Chief – Contract and 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.

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.

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 Purchase Order, 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

Bids shall be opened as per the schedule mentioned in Calendar of Events. In case of limited tenders, the bids shall be opened internally by TPSODL. 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. 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.

TPSODL reserve the right to open the price bids internally instead of public opening of bids.

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)

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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

i. Award of Contract:

Rate Contract shall be issued with a validity period of 1 year from the date of placement of RC.

The BA shall carry out detailed site survey, route survey, engineering verification, drawing validation, layout verification, quantity verification, foundation verification, cable routing, shutdown planning and preparation of construction drawings and as-built drawings.

The BA shall complete the Survey of the assigned project jointly with authorized person(s) / agency of TPSODL & submit Joint Survey Report along with SLD, BOQ & proposed work completion Schedule to TPSODL for approval within 15 days of issue of RC.

The Work Completion Schedule should consist of Key Mile Stones covering entire scope of work such as engineering, procurement, manufacturing, shipment and field erection activities including Civil works in line with the Work Completion Schedule of TPSODL.

ii. Prices/ Rates/ Taxes

The Contract price comprising of Supply, Installation, Testing and Commissioning shall remain **FIRM** during the entire Contract period except statutory variation in Taxes, which shall be to the account of TPSODL against Tax Invoice. However, the price shall remain firmed until the completion of the Project, even if contract period is extended due to any reason. There shall be no price variation during the Contract Period / Extended Contract Period.

iii. Project Completion Period:

Work shall be completed within 15 months from the date of RO / GTP approval whichever is later. L-1 Schedule (Submission of Activity wise milestones to complete the project within scheduled time line) shall be furnished by the BA. The supply shall be sequential and as per agreed milestones.

iv. Performance Guarantee:

CPBG amounting to 5% of the Rate Contract value shall be submitted & shall remain valid till 72 months from the date of award of Rate Contract. Claim period shall be 1 months from the date of Bank Guarantee Validity. (For Odisha MSME, applicable CPBG shall be 1.25% of the RC value).

In case of any defects arising within Guarantee Period, and defects are not remedied within the stipulated time frame, the Engineer-In-Charge may proceed to do the work at the BA's risk and cost.

In the event of any emergency, where in the judgment of the Engineer-In-Charge, delay would cause serious loss or damages, repair may be made by the Engineer-In-Charge or

a third party chosen by the Engineer-In-Charge without advance notice to the BA and the cost of such work shall be recovered from the BA. In the event such action is taken by the Engineer-In-Charge, the BA will be notified in due course and he shall assist wherever possible in making necessary corrections. This shall not relieve the BA of his liabilities under the terms and conditions of the Contract.

The repaired or new parts will be supplied and erected free of cost by the BA. If any repair is carried out on his behalf at the site, the BA shall bear the cost of such repairs.

v. Guarantee Period:

The Guarantee Period will be equipment/service/work specific and same are specified in the Standard Specifications of TPSODL for the equipment/material/service/work, and where standard specifications are not part of contract documents or guarantee period is not specified in the standard specifications, the guarantee period shall be as per the Special Terms and Conditions of the Contract.

In case of no mention of the guarantee period in standard specifications or SCC, Guarantee Period will be 24 months from the date of handing over the completed installations after commercial operation at required voltage level.

In case of any fault detected in the UG cable within warranty period, that must be rectified by BA within 5 days without any additional cost.

vi. Liquidated Damages / Penalty:

If the BA fails to supply the Materials/Equipment or fails to complete the erection including civil works within the due date of agreed key mile stones as defined in the Works Completion Schedule, TPSODL has the right to levy LD @1% for each week of delay or part thereof of the contract price of un-finished portion of works subject to the maximum of 10% (Ten percent) of the total contract price.

vii. Inspection & Testing:

The materials shall be inspected by the Third-Party Inspecting Agency (TPIA) and / or TPSODL or any authorized representative of OWNER at the BA's or its Vendor's manufacturing works. The BA shall give the advance notice in writing about the place of Inspection and/or Testing at least 15 days before the schedule date on which the equipment/materials will be ready for Inspection and/or Testing.

viii. The Engineer-In-Charge shall have the right to re-inspect any equipment/materials though previously inspected and approved by him at the BA's or its Vendor's works, before and after the same are erected at Site. If by the above inspection, TPSODL rejects any equipment, the BA shall make good for such rejections either by replacement or modifications/repairs as may be necessary to the satisfaction of the Engineer-In-Charge, free of cost. Such replacement will also include the replacements or re-execution of such of those works of other BAs and/or agencies, which might have got damaged or affected by the replacements or re-work done to the Contractor's/Vendor's work.

ix. Inspection Cost:

a. Expenses in respect of witnessing the Inspection & Testing of the equipment / materials offered by the Contractor, at the inspection and testing site, will be to the account of TPSODL. However, if re-inspection of same materials is required due to any non-compliance, Additional cost of such re-inspection, if any, shall be borne by the BA.

b. EPC BA is responsible for arranging the Electrical Inspectorate Clearance and it should be in his purview to get it done. TPSODL will facilitate the process for getting clearance and reimburse the Statutory Fee on production of receipts for such payment.

x. Store & Storage Insurance:

- i. The BA shall make his own arrangements of land for Stores and Workshops as required for storage of materials supplied and brought to site under the Contract at his own cost. The BA shall bring to Site all Construction equipment, tools and tackles for the purpose of the works.
- ii. BA shall also employ necessary watch and ward establishment for the purpose.
- iii. All the equipment and materials including spares being supplied by the BA shall be kept completely insured by the BA at his cost from time of dispatch from the Contractor's works / Vender's works, up to the completion of erection, testing & commissioning and taking over of the entire works in accordance with the Contract.

xi. Surplus Materials/Equipment:

- a. Bidder shall plan & execute the Contract in a manner such that no surplus materials/Equipment is accumulated after completion of the Contract.
- b. Surplus Materials/Equipment arising out of the contract, if any, the same shall be taken back by the BA without any cost to TPSODL.
- c. In addition to above, surplus of the civil works arising out of the contract, if any, shall also be taken back by the BA without any cost to TPSODL.

xii. Right of Way (ROW):

The responsibilities of acquiring Right of Way (ROW) lies with contractor at his risk and cost. However, TPSODL will facilitate process of securing the ROW. BA shall be responsible for securing the RoW for lines/ Infra works. Similarly, responsibilities of getting clearance from Railway, NHAI, Forest, Water and other Statutory/Govt. bodies lie with the BA at their risk and cost (except payment of statutory fees). However, TPSODL will facilitate the process for getting clearance and reimburse the Statutory Fee on production of receipts for such payment. The Reinstatement of Roads (damaged during laying of UG Cable) & other RoW compensation are to the account of the EPC BA, however statutory fees paid, if any will be reimbursed by TPSODL. During excavation work, if any water line, telephone line or any other cable damage happens, the same shall be rectified by BA without any additional cost. Permission from respective authority to be obtained by BA.

xiii. Embossing / Punching / Casting:

All equipment and materials supplied /erected under the Project shall bear distinct mark by a way of embossing / punching / casting. This should be clearly visible to naked eye. The marking details shall be shared by TPSODL during GTP approval.

xiv. Electricity & Water:

The BA shall be entitled to use for the purpose of performing the Services such supplies of electricity and water as may be available on the Site and shall provide any apparatus necessary for such use. The BA shall pay at the applicable tariff plus the overheads, if any, for such use. Where such supplies are not available, the BA shall make their own arrangement for provision of any supplies he may require.

xv. New Items:

- a. In case any new item(s) are required during the execution of the Contract which are not available in the BOQ/Price Schedule contained initial RC issued after completion of this Tender, the same shall be executed by the Contractor at cost not exceeding the latest Benchmarking Price of TPSODL/other Tata Power managed Utilities in Odisha. In case the benchmarks are not available, the prices shall be mutually agreed.

- b. The increase in quantity w.r.t items in BOQ or inclusion of new item(s), however, shall always be subject to the prior approval of the competent authority/ EIC of the project.
- xvi. In case of Dismantling of Materials (if any), BA shall hand over the same to TPSODL nearest store through section officer with transportation at BA's own cost. Handover of materials to the nearest store should be properly documented as per TPSODL's formats.
 - xvii. BA shall conduct the Electrical inspection by Electrical Inspector or as nominated by I&QA wing, corporate office, TPSODL after completion of work. All statutory charges towards inspection shall be within scope of the contractor.
 - xviii. TPSODL reserves the right to enhance the RC / PO value to the extent of 15% within the contractual period.
 - xix. BA 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.
 - xx. 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.
 - xxi. Business Associates Safety Code of Conduct along with its amendments as issued time to time by TPSODL shall be applicable in this contract. All new amendments shall be effective from the date of their issue or from its date of intimation to the BA by TPSODL whichever is later.
 - xxii. TPSODL reserves the right to make changes to the scope of work with a view to optimize on the overall cost to TPSODL. The vendor shall fully cooperate with TPSODL in making such changes with an aim for overall cost optimization. The revised charges for Contract shall be jointly agreed upon between TPSODL and the vendor in such case.
 - xxiii. TPSODL appreciates and welcomes the engagement/employment of persons from SC/ST community or any other deprived section of society by their Bas.
 - xxiv. BA must ensure that adequate manpower is available for working at site.
 - xxv. All the PPEs, other equipment & vehicles which shall be required for successful and safe accomplishment/execution of works shall be in scope of BA.
 - xxvi. The quoted prices should be inclusive of BOCW charges. The BOCW charges shall be borne by BA.
 - xxvii. The Service Provider / Business Associate 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 Service Provider/Business Associate 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 Service Provider/Business Associate. It is clearly understood that, should TPSODL be called upon to make any payment including any penalty to any authorities in this behalf, the Service Provider/ Business Associate 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 Service Provider/business Associate to TPSODL.
 - xxviii. All other terms of GCC-composite orders shall remain applicable.

7.2 Payment Terms

The prices shall remain firm throughout the contract period.

Payment Term:

The payment shall be released within 30 days from the date of receipt of certified and error-free invoice.

(A) For Supply:

I. Post ensuring the receipt of material at site / store and certification by TPSODL along with invoice complete in all respects, 60% of gross invoice value shall be released.

BA shall submit the following documents:

- a. Submission of error free Invoice of 100% of supplied materials duly certified by TPSODL.
- b. Tax Invoice.
- c. Insurance policies as per tender including GPA policy as per TPSODL GCC – Composite (if applicable)
- d. TPSODL EIC approved Pert Chart, Field Quality Plan.
- e. Submission of Contract Performance Bank Guarantee as per tender terms.
- f. Manufacturer's / BA's guarantee certificate of Quality.
- g. E-Way Bill (if applicable)
- h. MDCC issued by TPSODL. (if applicable)

II. Payment of 30% gross invoice value (already 60% amount released). This amount shall be released along-with invoice of installation.

(B) For Installation:

90% of gross invoice value on actual executed work shall be released for the service line items and composite line items for Civil works.

Following documents shall be submitted:

- a. Submission of error free Invoice of 100% gross value duly certified by TPSODL
- b. Tax Invoice
- c. Submission of a true copy of 'Installation All Risk Insurance Policy' which was taken for the awarded jobs.
- d. Signed Joint Measurement Certificate

(C.) Supply + Installation:

Balance 10% amount towards invoices shall be released.

Following documents shall be submitted

- a. Handing Over Taking Over Certificate
- b. EI / IHI Report
- c. Compliances of EI / IHI Report
- d. Reconciliation statement of materials and duly certified by TPSODL

BA shall submit their invoices complete with all supporting documents in SIGITEK portal of TPSODL.

7.3 Delivery Terms: -As per special condition of contract mentioned in point 7.1.

7.4 Drawing Submission and Approval: - As per special condition of contract mentioned in point 7.1.

7.5 Warranty Period: -As per special condition of contract mentioned in point 7.1.

7.6 Climate Change

Significant quantities of waste are generated during the execution of project and an integrated approach for effective handling, storage, transportation and disposal of the same shall be adopted. This would ensure the minimization of environmental and social impact in order to combat the climate change. Please refer attached Environment Policy and Sustainability Policy, Annexure-XI for more details.

7.7 Ethics

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

Bidder is advised to refer GCC attached at Annexure VIII 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 Supply 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-IX, for details. Violation of Safety norms will result in Penalty as mentioned in the above document

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ANNEXURE I

Schedule of Item

(Attached separately with the tender document)

Signature & Seal of the Bidder

NOTE:

- Bidders are advised to quote in the tender only after completing the field survey.
- The above Prices shall be for FOR TPSODL Site, inclusive of all taxes and scope of work as defined in this Tender.
- The bids will be evaluated commercially on overall all-inclusive lowest cost for overall BoQ, as calculated in Schedule of Items [Annexure 1].
- Bidder has to mandatorily quote against each line items as per schedule of item [Annexure-I]. Failing to do so TPSODL may reject the bid.
- Bidders shall strictly share the price bids in the shared format, in excel sheet as well as Signed PDF Copy of the same. Failing to do so, the bids are liable for rejection.
- The bidder must fill each and every column of the format. Mentioning “extra/inclusive” in any of the column may lead for rejection of the price bid.
- Scope of Work mentioned are tentative, work shall be executed as per actual site survey conducted by Business associate. Release order shall be issued as per actual Survey.
- No cutting/ overwriting in the prices is permissible.

ANNEXURE II
SCOPE OF WORK AND SERVICE LEVEL AGREEMENT

SCOPE OF WORK

Supply, Erection & Commissioning of 33/11 kV Primary Sub- Stations under Phase-IV of ODSSP on “Turnkey Contract Basis”, at Kotia, Jeypore Circle

1. Objective

The scope covers complete engineering, supply, transportation, construction, erection, installation, testing and commissioning of the 33/11 kV Primary Sub- Stations under Phase-IV of ODSSP on “Turnkey Contract Basis”, at Kotia, Jeypore Circle. The BA shall provide all materials, manpower, tools, tackles, machinery, transportation, consumables, supervision and engineering support required for successful completion of the work.

The BA shall execute the project on semi-turnkey basis (some items shall be free issued i.e. already mentioned in BoQ) and rest of the items shall be executed on turnkey (SITC) basis. Free items will be issued from TPSODL's agency store located at Koraput and Rayagada.

While receiving these free items, the bidder to ensure healthiness for successful completion of the project. Bidder has to avail transit insurance additionally and the cost should be considered while bidding, since there are no separate items for the same. Any damage during transportation bidder has to reinstate the same without any additional cost to TPSODL. Loading and unloading of these free-issued items shall be the bidder's scope without additional cost to TPSODL.

All prevailing statutory compliances will be the scope of the bidder.

Any item, activity or service not specifically mentioned but necessary for successful completion and commissioning shall be deemed included in the scope without any additional financial implication to TPSODL.

All items shall be successfully commissioned and handed over to TPSODL with all guaranteed and acceptable operational parameters as per applicable standards and TPSODL's requirements.

2. Site Survey & Engineering

The BA shall carry out detailed site survey, route survey, engineering verification, drawing validation, layout verification, quantity verification, foundation verification, cable routing, shutdown planning and preparation of construction drawings and as-built drawings.

Soil investigations / ERT in sub-stations and lines have not been made. The Contractor shall investigate the soil properties and soil bearing capacity as part of the scope of work. Bidder can do the soil investigation at its cost for bidding purpose.

Also, bidder has to visit the store location for the free-issued items.

3. Material Accounting & Salvage

All items (including free issued) shall be inspected along with TPSODL's appointed PMA agency after receipt at site. All returnable materials (if any) shall be transported to TPSODL stores and proper reconciliation records shall be maintained.

4. Construction of New PSS

Construction of the new 33/11 kV PSS including foundations, structures, control room works, switchyard development, equipment erection, bus bars, cable trenches, cable laying, metering system, protection system, battery and battery charger system, indoor electrification and associated works.

5. Earthing System

The BA shall design, install, test and commission the complete earthing system including equipment earthing, structure earthing and all associated earthing conductors and accessories covered under the BOQ.

6. Firefighting System

Supply, installation, testing and commissioning of firefighting equipment and associated systems as covered under the BOQ and applicable standards.

7. SCADA & Control System

Supply, installation, integration, testing and commissioning of SCADA-related equipment, communication interfaces, control cabling and associated hardware. End-to-end SCADA integration shall be in the BA's scope.

8. 33 kV & 11 Network Works

Engineering, supply, erection, testing and commissioning of approximately 27CKM of 33 kV network & approximately 24 CKM of 11 kV network covered under the BOQ including poles, conductors, insulators, hardware, earthing, jumpers, connectors and associated accessories.

9. Shutdown Management

The BA shall prepare detailed shutdown schedules and execute the work within approved shutdown windows. Necessary manpower, equipment and resources shall be mobilized in advance.

10. Quality Assurance & Inspection

All materials shall conform to approved TPSODL specifications. Inspection, testing, and witness by PMA appointed by TPSODL and subsequent documentations and quality control records shall be maintained throughout execution.

The Contractor shall operate systems which implement the following:

Hold Point “A stage in the material procurement or workmanship process beyond which work shall not proceed without the documented approval of designated individuals or organisations.”

The Engg. In charge written approval is required to authorise work to progress beyond the Hold Points indicated in approved Quality Plans.

Notification Point “A stage in material procurement or workmanship process for which advance notice of the activity is required to facilitate witness.”

If the Engg. In charge / his authorised person does not attend after receiving documented notification in accordance with the agreed procedures and with the correct period of notice then work may proceed.

The following will be the hold points in the contract:

- i) Sub-structure (Foundation concreting in substation and line)
- ii) Roof casting
- iii) Stringing of conductor

Subsequently Cube test for concrete sample made, bar bending schedule, foundations etc for all civil works needs to be verified and to be approved as per drawings.

11. ERECTION AT SITE AND ACCOMMODATION

The Contractor shall provide, at his own cost and expense, all labour, plant and material necessary for unloading and erection at the Site and shall be entirely responsible for its efficient and correct operation.

The Contractor shall be responsible for arranging and providing all living accommodation services and amenities required by his employees.

12. PROGRESS REPORTING

The Contractor shall submit for approval, the detailed project schedule for material procurement, site mobilisation, man and machine deployment, delivery, erection, testing, commissioning, and handing over programme etc. in line with the outline project schedule furnished by the owner. The Contractor shall submit periodical progress reports (weekly, fortnightly, monthly) whose details will be in accordance with EIC and will be decided at the time of signing the contract agreement. The reports shall show clearly and accurately the position of all activities associated with engineering, material procurement, works tests, shipping, site erection, testing and commissioning with regard to the agreed contract programme.

13. Right of Way:

The responsibilities of acquiring Right of Way (ROW) lies with contractor at his risk and cost. However, TPSODL will facilitate process of securing the ROW. The Acquisition of land for

Sub- Stations shall be the sole responsibility of TPSODL. Whereas the Contractor shall be responsible for securing the RoW for lines work. Similarly, responsibilities of getting clearance from Railway, NHAI, Forest, Water and other Statutory/Govt. bodies lie with the contractor at his risk and cost (except payment of statutory fees). However, TPSODL will facilitate the process for getting clearance and reimburse the Statutory Fee on production of receipts for such payment. The Reinstatement of Roads (damaged during laying of UG Cable) other RoW compensation are to the account of the EPC Contractor, however statutory fees paid,

if any will be reimbursed by TPSODL.

11. Safety Requirements

The BA shall deploy trained manpower, safety supervisors and PPEs. Barricading, work permits, firefighting arrangements and safety procedures shall be implemented. Any accident or damage shall be the sole responsibility of the BA.

12. Testing & Commissioning

All necessary testing i.e. transformer tests, cable tests, relay testing, protection checks, earthing tests, SCADA integration tests, line charging tests etc. but limited to all other pre-commissioning and commissioning activities will be jointly witness and certified along with PMA agency.

13. Documentation & Deliverables

Submission of inspection reports, test certificates, material reconciliation statements, transformer shifting records, commissioning reports, warranty documents, as-built drawings and final completion dossier.

14. Defect Liability & Performance

The BA shall rectify defects observed during the defect liability period and shall remain responsible for satisfactory operation of the entire system handed over under the contract within the timeline as stipulated by TPSODL.

15. Deemed Inclusion Clause

The BA shall be deemed to have visited the site and understood all execution requirements. Any item, service or activity required for successful completion, testing, commissioning and handing over of the project, though not specifically mentioned, shall be considered included in the contract scope.

1) For further **clarification on the Scope of work / BoQ**, bidders may **please contact**:

Mr. Scion Samantray

E-mail: scion.samantray@tpsouthernodisha.com

Mob: 7205277235

2) For further **clarification on the Specifications** bidders may **please contact**:

Mr. Shailendra Kumar Jaiswal

E-mail: shailendra.jaiswal@tpsouthernodisha.com

Mob: 8800759651

Important Note

- All bidders submitting quotes in response to this Tender acknowledge and agree that they have thoroughly reviewed, comprehended, and fully understand the Scope of Work. Bidders further confirm that they have carefully examined all relevant documents, specifications, drawings, and other information provided by the TPSODL officials mentioned above & Pre-bid Queries pertaining to the project for which the quote is being submitted.
- By submitting a quote, each bidder represents and warrants that they have diligently evaluated the Scope of Work and have taken into consideration all relevant factors, including but not limited to the project requirements, timelines, materials, labour, and costs associated with the Scope of Work. Bidders further acknowledge that they have sought clarification or additional information from TPSODL regarding any ambiguities, uncertainties, or discrepancies in the Scope of Work, and that they are satisfied with the information provided to them.
- It is understood and agreed that any discrepancies, misunderstandings, or errors related to the Scope of Work, whether apparent or latent, shall be the responsibility of the bidder, and the TPSODL shall not be liable for any claims, losses, damages, or costs incurred as a result of such discrepancies, misunderstandings, or errors. Bidders are solely responsible for accurately interpreting and pricing the Scope of Work in their quotes.
- Failure to fully understand and comply with the Scope of Work, or failure to seek clarification on any ambiguities or uncertainties, shall not be a valid basis for any claim or dispute arising from the Tender or subsequent contract. Bidders acknowledge that their quotes are based on their complete understanding of the Scope of Work.

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

(Attached separately with the tender document)

CONFIDENTIAL

Annexure VIII

General Condition of Contract (Attached separately with the tender document)

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Annexure IX

Attached: -Safety Policy and Safety Terms and Conditions

CONFIDENTIAL

Annexure X

Attached: - Tata Code of Conduct (TCoC)

CONFIDENTIAL

Annexure XI

Attached: - Environment & Sustainability Policy

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