



TP WESTERN ODISHA DISTRIBUTION LIMITED
(A Tata Power & Odisha Govt. joint venture)

Procedure to Participate in Tender

Tender Description	Tender Enquiry No.	EMD (In Rupees)	Tender Fee inclusive of GST (Rs)	Last date and time of Payment of Tender Fee
RC for AMC OF AC Installed at Various Offices across TPWODL, Odisha	TPWODL/PG/SER/2500000946	50,000/-	5,000/-	19/05/2025 17.00 Hrs.

* EMD is exempted for MSMEs registered in the State of Odisha.

** MSMEs registered in the State of Odisha shall pay the tender fee of Rs. 1,000/- including GST.

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

Procedure to Participate in Tender to get tender link. Following steps to be done before “Last date and time for Payment of Tender Fee” as mentioned above.

1. Authorization letter: Eligible and Interested Bidders to submit duly signed and stamped letter on Bidder's letterhead indicating

- Tender Enquiry number
- Name & Address of the Bidder
- Name of authorized person
- Contact number
- e-mail address
- Details of submission of Tender Participation Fee
- GST Registration No

2. For Regular Bidders: Non-Refundable Tender Participation Fee, as indicated in table above, to be submitted in the form of direct deposit in the following bank account and submit the receipt along with a covering letter clearly indicating the Tender Reference no:

Beneficiary Name: TPWODL Expenditure Account
Bank Name: Union Bank of India
Branch Name: Sambalpur Naya Para
Address: AT/PO: Sambalpur, Dist.: Sambalpur, Odisha-768001
Branch Code: 536521
Account No: 365201010033244
IFSC Code: UBIN0536521



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3. For MSME Category Bidders.

Local MSME Registered in the State of Odisha refer to the below mentioned **Norms for procurement from MSMEs registered in the state of Odisha** for details of tender participation.

Interested MSME bidders are required to submit undertaking with valid registration certificate before the last date and time of tender purchase.

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

(ii) Refer Tender Document for other details.

E-mail with necessary attachments of 1 and 2 above shall be sent to prashanti.garnaik@tpwesternodisha.com with copy to hemanta.swain@tpwesternodisha.com before “Last date and time for Payment of Tender Fee.

Interested bidders to submit Tender Participation Fee and Authorization Letter before Last date and time as indicated above after which link from TPWODL 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 TPWODL 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 bidder 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 Fee” is lapsed no Bidder will be sent link from TPWODL E-Tender System (Ariba). Without this link, BA 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 Participation Fee / EMD by Bidder who have not done the pre-requisite will not be refunded.

Also, all future corrigenda to the said tender will be informed on Tender section on website. <https://www.tpwesternodisha.com>.



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Norms for procurement from MSMEs registered in the state of Odisha:

- 1) 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) 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 of Financial Turnover for MSME registered in the State of Odisha shall be reduced to 20% of the existing criteria.
- 4) Performance Bank Guarantee for MSME registered in the State of Odisha shall be 25% of the value prescribed.

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TENDER DOCUMENTS

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TP WESTERN ODISHA DISTRIBUTION LIMITED
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OPEN TENDER NOTIFICATION

FOR

**Annual Maintenance Contract for Air
Conditioners in TPWODL Offices , Odisha**

Tender Enquiry No.: TPWODL/PG/SER/2500000946

Due Date for Bid Submission: 06.06.2025[17:00 Hrs.]

**TP Western Odisha Distribution Limited
(A TATA Power and Odisha Government Joint Venture)
Procurement & Contracts Department**



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1. Event Information

1.1. Scope of work

Open Tenders are invited in e-tender bidding process from interested and eligible Bidders for entering into a Contract valid for a period of 12 months as defined below: -

S. No.	Description	EMD Amount (Rs)	Tender Fee* (Rs.)
1.	Annual Maintenance Contract for Air Conditioners in TPWODL Offices, Odisha	50,000	5,000 (Incl. GST)

**Inclusion of GST*

1.2. Availability of Tender Documents

As per "Procedure for participating in tender".

1.3. Calendar of Events

(a)	Date of sale/ availability of tender documents from TPWODL Website	09.05.2025 up to 17 .00 Hours onwards
(b)	Last date and time of Payment of Tender Fee	19.05.2025 up to 17.00 Hours
(c)	Last Date of receipt of pre-bid queries, if any	23.05.2025 up to 17.00 Hours
(d)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	25.05.2025 up to 17.00 Hours
(e)	Last date and time of receipt of Bids	06.06.2025 up to 17.00 Hours
(f)	Date & Time of opening technical bids	Participating Bidders will get mail intimation from TPWODL E-Tender system (Ariba) when their Technical Bids are opened. Refer Section 4.2 for details
(g)	Date & Time of opening of Price of qualified bids	Bidders will get mail intimation from TPWODL E-Tender system (Ariba) when their Price Bids are opened. Refer Section 4.5 for details.

Note: - In the event of extension of last date of submission of bids, same shall be intimated to the participating bidders through e-tender system.

In the event of the last date specified for submission of bids and date of opening of bids is declared as a closed holiday for TPWODL's Office, the last date of submission of bids and date of opening of bids will be the following working day at appointed times



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Pre bid meeting shall be scheduled online. The same shall be communicated to the interested bidders who post receipt of their Tender Fee.

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 with Qualification Criteria mentioned in Clause 1.7.
- 1.4.4 A duly signed copy of Tender as an acceptance to all terms and conditions as mentioned in this TENDER.
- 1.4.5 Balance Sheet as mentioned in Qualification Criteria.
- 1.4.6 Work executed details as per Qualification Requirement along with supporting documents.
- 1.4.7 Drawing, Type Test details along with sample of each item as specified at Annexure -I (If applicable).
- 1.4.8 Commercial specification details as per attached sheet.
- 1.4.9 Duly signed and stamped 'Schedule of Deviations' as per Annexure III on bidder's letter head.
- 1.4.10 Duly signed and stamped 'Schedule of Commercial Specifications' as per Annexure IV on the bidder's letter head.
- 1.4.11 Proper authorization letter/ Power of Attorney to sign the tender on the behalf of bidder.
- 1.4.12 Copy of PAN, GST, MSME Certificate (In case any of these documents is not available with the bidder, same to be explicitly mentioned in the 'Schedule of Deviations')

Please note that in absence of any of the above documents, the bid submitted by a bidder shall be liable for rejection.

1.5. Deviation from Tender

Normally, the deviations to tender terms are not admissible and the bids with deviation are liable for rejection. Hence, the bidders are advised to refrain from taking any deviations on this Tender. Still in case of any deviations, all such deviations shall be set out by the Bidders, clause by clause in the 'Annexure III - Schedule of Deviations' and same shall be submitted as a part of the Technical Bid.

1.6. Right of Acceptance/Rejection

Bids are liable for rejection in absence of following documents:

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

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



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1.7 Qualification Criteria

The prospective bidder must qualify all the following requirements to be eligible to participate in the bidding. Bidders who meet the following requirements will be considered successful bidders and TPWODL has a right to disqualify those bidders who do not meet these requirements:

- a) The bidder should have an average annual turnover of **Rs. 10 Lac** for the last 3 Financial years. **(Balance Sheet, Profit & Loss Account Statement / CA Certificate for turnover shall be submitted as supporting documents)**
- b) Minimum experience of 3 years is required in AMC (Annual Maintenance Contract) of ACs. Work should be supported with a copy of the Purchase Order (PO) and a Completion Certificate.
- c) The bidder should submit a copy of the Purchase Order (PO) or RC (Rate Contract) with a value of either Rs.5 lakh for a single PO or a total value of Rs.10 lakh through multiple POs.
- d) Bidder has branch or support service offices with qualified technicians for 24X7 support in Odisha. Office address proof of personnel details will be required.

However, TPWODL reserves the right to scrutinize and reject any such existing vendors without assigning any reason whatsoever 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, TPWODL 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 marketplace 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 should not be disclosed, published or advertised in any manner without written authorization from TPWODL. This includes all bidding information submitted to TPWODL. All tender documents remain the property of TPWODL, and all suppliers are required to return these documents to TPWODL upon request. Suppliers who do not honor these confidentiality provisions will be excluded from participating in future bidding events.



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2. Evaluation Criteria

- The bids will be evaluated technically on the compliance to tender terms and conditions
- The bids of technically qualified BAs will be evaluated commercially at the overall all-inclusive lowest cost for overall BOQ as calculated in the schedule of items. TPWODL, however, reserves the right to split the order line item wise and/or quantity wise among more than one Bidder. Hence all bidders are advised to quote their most competitive rates against each line item. However, the final decision in this regard shall be of TPWODL and shall be binding on the bidder.
- Bidder must mandatorily quote against each item of Schedule of Items [Annexure I]. Failing to do so, TPWODL may reject the bids.
- The bidder must provide breakup of the prices as quoted by them against line items as mentioned in schedule of items. In case, it is observed that the bidders have under quoted the prices against these line items in view of current market price, transportation cost etc. and TPWODL reserves right to out rightly -reject the bids.

2.1 Price Variation Clause: The prices remain FIRM during the entire contract period.

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

3. Submission of Bid Documents

3.1 Bid Submission

Bidders are requested to submit their offer in line with this Tender document.

All correspondence regarding the tender, bid submission, bid submission date extension, Pre-bid query etc. will happen only through TPWODL E-Tender system (Ariba).

No e-mail or verbal correspondence will be responded. All communication will be done strictly with the bidders who have participated in the Tender as elaborated in procedure for participating in tender.

Bids shall be submitted in 3 (three) parts:

FIRST PART: "EMD" of Rs.50,000/ of shall be submitted. The EMD shall be valid for 210 days from the due date of bid submission in the form of Bank Guarantee / NEFT/ RTGS. The EMD shall be strictly in the format of Bank Guarantee as mentioned in General Condition of Contract, failing which it shall not be accepted by TPWODL and the bid as submitted shall be liable for rejection. 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.



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TPWODL Bank Details for transferring EMD are as below:

Account Name: TP WESTERN ODISHA DISTRIBUTION LTD HQ
Bank Name: UNION BANK OF INDIA, BURLA (ANDHRA BANK)
Bank Account No.: 005511100001556
IFSC Code: UBIN0800554

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

Please note that in such case, Tender Fee and EMD should be strictly 2 separate transactions. Please note as the return of EMD from Bank Account is non-standard practice the same may take more time than return of EMD BG.

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

Head (Procurement & Contracts)
TP WESTERN Odisha Distribution Limited
Corporate Office, Burla, Pin - 768017

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/Contract Period, Payment terms etc. as per the Annexure IV – Schedule of Commercial Specifications.
- g) Quality Assurance Plan/Inspection Test Plan for supply items (if applicable)

The technical bid shall be properly indexed and is to be submitted through TPWODL E-tender System (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.



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Price Bid should be uploaded in soft copy through TPWODL E-Tendering system (Ariba) only & should not be uploaded in any folder other than assigned folder for price bid. Hard copy of Price Bid is not submitted.

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the TPWODL, shall be written in the English Language. Any printed literature furnished by the Bidder may be written in another Language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

SIGNING OF BID DOCUMENTS:

The bid must contain the name, residence and place of business of the person or persons making the bid and must be signed and sealed by the Bidder with his usual signature. The names of all people 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 a 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 in the Proposal shall be the exact legal name of the firm.

3.2 Contact Information

Please note all correspondence regarding the tender, bid submission, bid submission date extension, Pre-bid query etc. will happen only through TPWODL E-Tender system (Ariba).

No e-mail or verbal correspondence will be responded. All communication will be done strictly with the bidders who have participated in the Tender as elaborated in procedure for participating in tender.

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



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Communication Details:

Package Owner

Name: Miss Prashanti Garnaik

Email ID: prashanti.garnaik@tpwesternodisha.com

Contact No: 7735963177

Escalation Matrix

Name: Mr. Hemanta Kr Swain

Email ID: hemanta.swain@tpwodl.com

Contact No: 9099995729

Head – Contracts & Procurement

Name: Mr. Ajit Singh

E-Mail ID: ajit.singh@tpwesternodisha.com

Bidders are strictly advised to communicate with Package Owner through TPWODL E-tender System (Ariba) only. They need to pay Tender Participation Fee and receive the Ariba log-in. The above escalation details are for reference purposes only.

3.3 Bid Prices

Bidders shall quote for the entire Scope of Supply/ work with a breakup 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 TPWODL. 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/service, breakup of price constituents.

The quantity breaks up shown elsewhere 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 TPWODL 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.



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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 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 an event.

3.8 Earnest Money Deposit (EMD), if applicable

The bidder shall furnish, as part of its bid, an EMD amount as specified in the tender. The EMD is required to protect TPWODL against the risk of bidder's conduct which would warrant forfeiture.

The EMD shall be denominated in any of the following form:

- a) Banker's Cheque/ Demand Draft/ Pay order drawn in favor of "TP Western Odisha Distribution Limited", payable at Burla only
- b) Online transfer of requisite amount through NEFT/ RTGS
- c) 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
 - I. accept the Purchase Order/Rate Contract, or
 - II. furnish the required Performance Security Bank Guarantee.

3.9 Type Tests (if applicable)

The type tests specified in TPWODL 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 specified tests at his cost. The decision to accept/ reject such bids rests with TPWODL.

4 Bid Opening & Evaluation process

4.1. Process to be confidential

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons



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not officially concerned with such a process. Any effort by a Bidder to influence the TPWODL's processing of Bids or award decisions may result in rejection of the Bidder's Bid.

4.2. Technical Bid Opening

Bids will be opened at TPWODL Office, Burla. All tender bids shall be opened internally by TPWODL. Presence of any bidder will not be allowed during bid opening process. Technical bid must not contain any cost information whatsoever.

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

Next, the technical bid of the bidders who have furnished the requisite EMD will be opened, one by one. Participating Bidders will get mail intimation from TPWODL E-Tender system (Ariba) when their Technical Bids are opened.

4.3. Preliminary Examination of Bids/Responsiveness

TPWODL 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. TPWODL may ask for submission of original documents 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, TPWODL 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 TPWODL 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, TPWODL may, at its discretion, ask the Bidder for clarification on its Bid for any deviations with respect to the TPWODL specifications and attempt will



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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 TPWODL. 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 TPWODL website.

4.5. Price Bid Opening

Price Bid of only Technically Qualified Bidders shall be considered and open internally by TPWODL. Bidders will get mail intimation from TPWODL E-Tender system (Ariba) when their Price Bids are opened. 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 TPWODL without any further correspondence in this regard.

4.6. Reverse Auctions

TPWODL reserves the right to conduct the reverse auction 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.

Reverse Auction shall be as per the below approach:

No of bidders to be allowed in RA process shall be: Total No of bidders on whom tender would be split PLUS 2 more bidders.

Illustrative example: Total no qualified bidders is 10 & tender needs to split amongst 4 bidders.

PLUS 2 means $(04 + 02 = 06)$ means lowest 6 bidders i.e., L1 to L6 bidders would be allowed in the RA process. Balance, H1 to H4 bidders would not be allowed in the RA process.

In case – Total no of qualified bidders is equal to or less than the PLUS 2 number, all qualified bidders shall be allowed in the RA process.

Illustrative example: Total no qualified bidders is 4 & tender needs to split amongst 2 bidders. PLUS 2 means $(02 + 02 = 04)$, so all 4 qualified bidders would be allowed in the RA process.

Illustrative example: Total no of qualified bidders is 3 & tender would be awarded to single party only. PLUS 2 means $(01 + 02 = 03)$, so all 3 qualified bidders would be allowed in the RA process.



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5 Award Decision

TPWODL 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 TPWODL on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that TPWODL may deem relevant.

TPWODL reserves the rights to award a contract to one or more bidders so as to meet the delivery/job completion requirement or nullify the award decision without assigning any reason thereof.

NOTE: Please note that the intimation of Price Bid Opening will go only to those bidders who are Technically Acceptable and whose price bid is opened. Bidders who are not successful in technical or commercial part of the process will be intimated to collect EMD only after end of process.

It is informed that TPWODL shall not provide status updates or give an explanation of process followed for bidder selection criteria whatsoever, to any participating bidder.

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

6 Order of Preference/Contradiction

In case of contradiction in any part of various documents in tender, the 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 Jobs and SLA (If any) Annexure VII)
5. Technical Specifications (Annexure II)
6. Inspection Test Plan (If any)
7. Acceptance Form for Participation in Reverse Auction (Annexure VI)
8. General Conditions of Contract Service (Annexure VIII)

7 Post Award Contract Administration

7.1. Special Conditions of Contract

- After finalization of the tender, RC shall be issued on successful bidder with a validity period of **12 months**. Prices remain firm till validity of the contract is issued.



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- Post award of rate contract, Business Associate (BA) shall submit applicable Performance Bank Guarantee as per GCC within 15 days. PBG applicable shall be 5% of Contract Value, with validity till guarantee period plus one month.
- Any change in statutory taxes, duties and levies during the contract period shall be borne by TPWODL. However, in case of delay in order execution owing to reasons not attributable to TPWODL, 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 TPWODL.
- All other terms and conditions of TPWODL GCC shall be applicable.
- Quotation in all BOM items is mandatory, and bid shall be rejected if any line of found blank in un price bid.
- **Termination-** During the course of the execution, if at any time TPWODL observes and opines that the work under order is not being performed in accordance with the terms of this Agreement or TATA code of conduct is not being followed, TPWODL shall have the right to terminate the agreement by serving a 30 days' notice of termination on the BA in accordance with clauses of this Agreement. TPWODL shall be entitled to recover all damages from BA including losses occurred due to loss of time TPWODL's right to terminate the Agreement in terms of this clause shall be without prejudice to its other rights. In case the BA may wish to move out of the agreement or otherwise is unable to discharge the obligations assumed by it hereunder due to reasons not attributable to TPWODL, then TPWODL shall have the right to invoke the PBG submitted by the BA to which the BA make no challenge or protest.
- Unless communicated by TPWODL in writing, the contract shall automatically stand terminated after the expiry of its validity period without serving any notice thereof
- All other terms and conditions of TPWODL General Conditions of Contract shall be applicable.

7.2 Drawing Submission & Approval

Within 15 days of RC issuance by TPWODL, it is the responsibility of BA to submit all the drawings and GTP for manufacturing clearance. In case BA delays submission of CAT-A / GTP/drawing for necessary approvals within mentioned timelines, then TPWODL reserves the right to cancel issued rate contract / release order and reserves the right to forfeit EMD / PBG

7.3 Contract Period

Contract Period shall be valid for 01 year

7.4 Payment Terms

The payment shall be released within **60** days from the date of submission of certified bills/ invoices through SIGITEK portal.



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

7.6 Ethics

TPWODL is an ethical organization and as a policy TPWODL 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.

TPWODL work practices are governed by the Tata Code of Conduct which emphasizes on the following:

- We shall select our suppliers and service providers fairly and transparently.
- We seek to work with suppliers and service providers who can demonstrate that they share similar values. We expect them to adopt ethical standards comparable to our own.
- Our suppliers and service providers shall represent our company only with duly authorized written permission from our company. They are expected to abide by the Code in their interactions with, and on behalf of us, including respecting the confidentiality of information shared with them.
- We shall ensure that any gifts or hospitality received from, or given to, our suppliers or service providers comply with our company's gifts and hospitality policy.
- We respect our obligations on the use of third-party intellectual property and data.

Bidder is advised to refer Tata Code of Conduct (TCOC) attached at Annexure X for more information.

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

ppt@tpwesternodisha.com.

8 Specification and Standards

Attached separately with tender

9 General Condition of Contract

Any condition not mentioned above shall be applicable as per GCC attached along with this tender. (Annexure VIII)



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10 Safety

All jobs are this tender must be executed strictly in compliance with the Safety terms and Conditions of TP WESTERN Odisha Distribution Limited. Please refer to the Safety terms and conditions, Annexure-IX, for details. Violation of Safety norms will result in Penalty as mentioned in the above document <http://www.tatapower.com>

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ANNEXURE I

Schedule for Items (BOQ)

Attached separately with the tender

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ANNEXURE-II

Technical Specifications – Not Required for Services

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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 TPWODL'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 with 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:



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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 indicates 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 (90 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 Registration No.)

Seal of the Bidder:

Signature:

Name:



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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 three completed financial years; mandatorily enclosing Profit & loss account statement	
8	Acknowledgement of Testing facilities if available (duly mentioned on bidder letterhead)	
9	List of Machine/tools with updated calibration certificates if applicable	
10	Details of order copy (duly mentioned on bidder letter head)	
11	Order copies as a proof of quantity executed	
12	Details of Type Tests if applicable (duly mentioned on bidder letter head)	
13	All the relevant Type test certificates as per relevant IS/IEC (CPRI/ERDA/other certified agency) if applicable	
14	Project/supply Completion certificates	
15	Performance certificates if applicable	
16	Client Testimonial/Performance Certificates if applicable	
17	Credit rating/solvency certificate if applicable	
18	Undertaking regarding non blacklisting (On company letter head)	
19	List of trained/untrained Manpower	
20	Drawings/Documents mentioned in Sr no. 18 of the specification	

Seal of the Bidder:

Signature:

Name



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ANNEXURE VI

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

(To be signed and stamped by the bidder)

In a bid to make our entire procurement process fairer and more transparent, TPWODL 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 accepted by the bidder on participation in the bid event:

1. TPWODL 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. TPWODL will make every effort to make the bid process transparent. However, the award decision by TPWODL would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of TPWODL, 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 TPWODL.
6. In case of intranet medium, TPWODL shall provide the infrastructure to bidders. Further, TPWODL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case of an auction event is restarted, the best bid as already available in the system shall become the start price for the new auction.
7. In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be outrightly rejected by TPWODL.
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 TPWODL 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 the auction event shall be considered by TPWODL.
12. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all-inclusive prices offered during conclusion of the auction event for arriving at Contract amount.

Signature & Seal of the Bidder



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ANNEXURE VII

SCOPE OF JOBS

- I. Dismantling of Old AC in all over TPWODL Offices across, as and when requirement basis.
- II. Cleaning of the AC on every monthly visit.
- III. Checking of Copper pipe and drainpipe during your visit.
- IV. Checking, removal & gas filling of AC units.
- V. Maintenance of split/Window AC as part of Preventive Maintenance.
- VI. Replacement & installation of damaged compressor of AC units.
- VII. Supply & Installation of Cu tube for AC units.
- VIII. Installation of Split AC at different Offices.
- IX. Providing tools and tackles for services of Ac along with technician, helper and minor spares as per requirement at site.
- X. Supply and Replacement of Copper Pipe, Drainpipe, MCB 32 AMP, MS Stand, 3core Copper wire for repairing Old ACs.
- XI. Any defective spare part/device will be handed over to TPWODL with proper receipt on spare challan with signature of TPWODL official.
- XII. Vender will perform all work of this order with full safety. TPWODL will not be responsible in any way for any harm or accident taken place in course of performing maintenance work in TPWODL premises or outside of premises.
- XIII. AC maintenance in Offices will be performed under supervision of TPWODL Official and related challan will be signed by them also.
- XIV. Vendor will report to TPWODL official regarding daily program, work conducted, spare changed location of maintenance completed, no of AC maintained with type.
- XV. Submission of maintenance check list and spare data with MIS in excel sheet shall be submitted in the first week of every month, after the date of completion of Monthly maintenance of AC.



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Penalties:

As part of Contractual agreement, the vendor will be liable for penalty @ Rs.500/EA in following conditions.

- I. Not visiting the Office / location as per schedule of Monthly visit.
- II. Not updating and maintaining the MIS data of AC maintenance.
- III. If during inspection or audit by TPWODL any abnormality found in the AC.
- IV. All the employees from Vender found without display the photo identity card as approved by TPWODL, safety helmet and safety shoes while working in any of the TPWODL premises
- V. Employees of Vender found involved in any unsafe and unethical act.
- VI. Not submitting maintenance record /fault, repair, service challan and replaced spares item receipt from TPWODL
- VII. Replacement of unapproved make spares
- VIII. All defective part not returned to location in-charge with receipt on service challan.

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ANNEXURE VIII

General Conditions of Contract – Attached Separately with the tender.

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ANNEXURE IX : 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 Head - Contracts & Procurement e-mail ID: ajit.singh@tpwesternodisha.com