



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

Tender Ref No. TPWODL/PG/O/SU/ 2500001246

Open Tender Notification

For

**Rate Contract for Supply of 33kV & 11kV V-Cross
Arm with Back clamp, F-Clamp and Pole top
bracket in TPWODL.**

Tender Enquiry No.: TPWODL/PG/O/SU/ 2500001246

Due Date for Bid Submission: 11.08.2026 [20:00 Hrs.]

**TP WESTERN ODISHA DISTRIBUTION LIMITED
(A TPWODL and Odisha Government Joint Venture)**

Head - Contracts & Procurement Department

Corporate office: Burla-768017

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1.0 Event Information

Bids are invited in Two Bid system from interested Bidders to establish a Rate Contract with **Twelve Months** of validity as mentioned below:

Tender Enquiry No.	Work Description	EMD (Rs.) *	Tender Fee inclusive of GST (Rs.) **	Last Date and Time for payment of Tender Fee
TPWODL/PG/O/SU/ 2500001246	Rate Contract for Supply of 33kV & 11kV V-Cross Arm with Back clamp, F-Clamp and Pole top bracket in TPWODL.	2,00,000/-	5,000	11.08.2026 20:00 Hrs.

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

** Tender fee – Rs. 1,000/- including GST. for MSMEs registered in the State of Odisha (Ref. Odisha MSME Preferential Norms[^] for details on Odisha MSME support)

[^]Odisha MSME Preferential Norms

- **Tender Fees Relaxation:** To participate in the tender, MSMEs registered in the State of Odisha shall pay Rs.1,000/- including GST towards cost of tender paper.
- **Earnest Money Deposit (EMD) Exemption:** EMD shall be exempted for MSME registered in the State of Odisha. However, Bidder shall be barred to participate in the tendering process for a period of 2 years in case it backs out post award of the contract.
- **Qualification Requirement Relaxation:** Qualification Requirement of Financial Turnover for MSME registered in the State of Odisha shall be reduced to 20% of the existing criteria.
- **Past Experience Relaxation:** 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.
- **Reservation for MSME:** TPWODL shall procure at least 20% of the total volume of the procurement from MSME registered in the State of Odisha (however, it shall not apply where goods/services are not available with the MSME), subject to matching L1 discovered prices and meeting technical specifications including quality requirements.
- **Performance Bank Guarantee (PBG) Relaxation:** Performance Bank Guarantee for MSME registered in the State of Odisha shall be 25% of the value normally prescribed.

1.1 Scope of work

Bids are invited from interested Bidders to award Rate Contract (RC) for supply of 33kV & 11kV V-Cross Arm with Back clamp, F-Clamp and Pole top as per specification, as per below mentioned details:

Rate Contract for supply of 33kV & 11kV V-Cross Arm with Back clamp, F-Clamp and Pole top bracket in TPWODL.			
Sl. No.	Item Description	UOM	Qty
01	Cross Arm HT V Shape For 11KV GI	EA	7,000
02	11kV GI V-Cross Arm For 9 MTR PSC Pole	EA	9,000
03	Black clamp GIF/11kv V cross arm	EA	7,000
04	Black clamp GI 11kv 'V' cross 9m PSC pole	EA	10,000
05	Clamp F type GI for 11kv	EA	17,000
06	11kv GI top bracket	EA	4000
07	Cross arm HT V shaped 33kv GI	EA	7500
08	Black clamp F/33kv V cross arm 50 X8 MM	EA	9000
09	Clamp top 33kv F type (GI)	EA	9000
10	Bracket 33KV top pole	EA	4000

1.2 Availability of Tender Documents

The bidder can get primary information about the tender from the Newspaper advertisement. Tender documents can be downloaded from TPWODL' website: -

www.tpwesternodisha.com

Non-Refundable Tender Participation Fee, as indicated in tender document, to be submitted before last date of tender fee payment, in the form of direct deposit / NEFT / RTGS in the following bank account.

Beneficiary Name: TPWODL Expenditure Account

Bank Name: Union Bank of India

Branch Name: Sambalpur Naya Para

Address: At/Po: Sambalpur, Dt: Sambalpur, Odisha-768 001

Branch Code: 536521

Account No.: 365201010033244

Account Type: Current

IFSC Code: UBIN0536521

To receive online bidding link, eligible and Interested bidder shall send an email to Package Owner (Ref. Clause 4.0 for details) attaching duly signed and stamped letter on Bidder's letterhead, with following details, expressing their intent to bid against above tender in following format:

Sr No	Description	Bidder's Response
i)	Tender Enquiry No.	
ii)	Description of materials / Works Tendered	
iii)	Name and address of the bidding company	
iv)	Name of the authorized contact person	
v)	Contact No. of authorized person	
vi)	E-mail Id to which online ARIBA link to be sent	
vii)	Tender Fee details (Amount / NEFT-RTGS UTR No / Date) (Ref sec 1.2)	
viii)	GST No. of bidder	
ix)	MSME Certificate (if applicable)	
x)	Postal address of bidder for return of EMD BG	

E-mail has to be sent to prashanti.garnaik@tpwesternodisha.com , mrinal.kumar@tpwesternodisha.com> with copy to Head -Contracts & Procurement ajit.singh@tpwesternodisha.com before last date and time for payment of tender participation fee (Clause 1.3).

On receipt of the above letter, after due verification, ARIBA link for participation in the tender will be sent to bidder's e-mail address from ARIBA system. Bids shall be submitted only through online e-procurement platform, ARIBA. Any other form of bid submission shall not be accepted. **(Ref. Annexure XII for detailed instructions on bid submission in ARIBA)**

1.3 Calendar of Events

(a)	Date of sale/ availability of tender documents from Website	20.07.2026
(b)	Date by which Interested and Eligible Bidder to pay Tender Fee and confirm participation as mentioned in "Procedure to Participate in Tender"	28.07.2026 18:00 Hours
(c)	Date & Time of Pre-Bid Meeting (If any)	Shall be intimated, if any
(d)	Due Date of receipt of pre-bid queries by e-mail, if any	30.07.2026 18:00 Hours
(e)	Due Date of Posting Consolidated replies to all the pre-bid queries as received	3.08.2026 18:00 Hours
(f)	Due date and time of receipt of Bids	11.08.2026 20:00 Hours

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 TPWODL office, the last date of submission of bids and date of opening of bids will be the day following working day at appointed times.

2.0 Pre- Qualification Criteria

Sr No	Parameter	Owner Requirement	Documents to be submitted by Bidder
A	Technical Pre-Qualification Requirements		
1	Technical Experience / Performance	Bidder/OEM shall submit the performance certificate during last 03 years from any reputed Power Distribution Utility/Industry. Bidder shall submit the copy of performance certificate in this regard. Past performance experience at TATA Power and its group company shall supersede feedback from other utilities.	The performance certificate and contact details of the client need to be submitted
2	Manufacturing Facility	The bidder should have own manufacturing facility / fabricator of the tendered materials and should have in-house facilities for routine & acceptance tests as per technical specifications.	Self- Undertaking be submitted.
3	Authorization	The bidder should be a manufacturer/steel fabricator having its own manufacturing facility of offered materials of required specifications. Along with above facility the bidder should have own galvanizing unit and in-house facilities for acceptance tests as per technical specifications. Bidder must submit undertaking in this regard. TPWODL reserves the right to inspect the said manufacturing/testing facility as a proof of compliance to this parameter.	Undertaking has to be submitted by bidder in this regard.
4	Experience	The bidder/OEM should have supplied similar item as per tender during the last 03 years. Copy of Purchase Order/RO/RC/ Completion certificate shall be submitted as supporting document.	Order copies has to be submitted by bidder in this regard
B	Financial Pre-Qualification Requirements		
1	Commercial Capability	The Bidder should have an average annual turnover of Rs. 5 Crores in last 3 three financial years. Qualification Requirement of Financial Turnover for MSME registered in the State of Odisha shall be reduced to 20% of the existing criteria.	Copy of audited P&L Account (with UDIN no.) to be submitted in this regard
2	Statutory Compliances	The prospective Bidder(s) should be have following certificates- a. Valid GST Registration Certificate. b. Valid PAN No. c. Odisha State MSME Certificate (if applicable)	Certificate to be submitted
3	Blacklisting	Bidder should not have been blacklisted by any Govt. Organization / utility.	Bidder shall submit self-undertaking in this regard.

Note: TPWODL reserve the right to waive minor deviation if they do not materially affect the capability of the bidder to perform the contract. **Note: The above qualification criteria shall be relaxed in case of BA already empanelled for the same job with TPWODL and their performance found satisfactory.**

3.0 Evaluation Criteria

- The bids will be evaluated techno-commercially and on qualifying criteria of tender terms and conditions.
- The bids will be evaluated commercially for all-inclusive lowest cost on LOT wise BOQ as calculated in Schedule of Items [Annexure I]).
- Bidder has to mandatorily quote against each item of Schedule of Items [Annexure I]. Failing to do so, TPWODL may reject the bids.
- In case the bidder has a previous association with TPWODL for similar products, the performance feedback for that bidder from TPWODL's User Group shall only be considered irrespective of performance certificates issued by any third organization.

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

- Based on latest / previous years experiences of Tata Power / Tata Power group companies with BA, TPWODL reserves the right to disqualify the bidders during techno - commercial evaluation of the bid.

NOTE: In case a new bidder is not registered with TPWODL, factory inspection and evaluation shall be carried out to ascertain bidder's manufacturing capability and quality procedures. However, TPWODL 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 TPWODL shall be final and binding on the bidder in this regard

3.1 Price Basis

Price shall be fixed and firm during the contractual period.

4.0 Contact Information

All the bidders are requested to send their pre-bid queries (if any) against this tender through Ariba within the stipulated timelines. The consolidated reply to all the queries received shall be posted on website by the stipulated timelines as detailed in calendar of events.

Communication Details:

Package Owner:

Name: Prashanti Garnaik

Contact No.: 7735963177

E-Mail ID: prashanti.garnaik@tpwesternodisha.com

Name: Mrinal Kumar, HoG-Procurement

Contact No.: 7879541493

E-Mail ID: mrinal.kumar@tpwesternodisha.com

Escalation Level I:

Name: Mr. Ajit Singh, Head - Contracts & Procurement

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

5.0 Submission of Bid Documents

5.1 Bid Submission

Bidders are requested to submit their offer in line with this Tender document through e-tendering process.

All future correspondence regarding the tender, bid submission, bid submission date extension, Pre-bid query etc. shall be through E-Tender system (Ariba).

Bids shall be submitted in 3 (Three) parts:

5.1.1 First Part: EMD

EMD as applicable shall be submitted. The EMD shall be valid for 210 days from the due date of bid submission in the form of Bank Guarantee / Bank Draft / Bankers Pay Order (issued from a Scheduled Bank) online NEFT/ RTGS transfer favouring '**TP Western Odisha Distribution Limited**' payable at **Burla**. The EMD BG has to be strictly in the format 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.

TPWODL Bank Details for transferring and EMD is as below:

Beneficiary Name: TP WESTERNODISHA DISTRIBUTION LTD.

Bank Name: UNION BANK OF INDIA

Branch Name: Burla (Andhra Bank)

Address: AT/PO: Burla

District: SAMBALPUR, ODISHA

PIN: 768 017

Account No.: 005511100001556

Type of Account: CURRENT CUM FLEXI ACCOUNT

IFSC Code: UBIN0800554

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

-In such case, Tender Fee and EMD should be strictly 2 separate transactions else bids shall be rejected.

-Return of EMD from Bank Account is non-standard practice and 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

“EMD (Earnest Money Deposit)”

" Rate Contract for Supply of 33kV & 11kV V-Cross Arm with Back clamp, F-Clamp and Pole top bracket in TPWODL."

**Head – Contracts & Procurement
TP Western Odisha Distribution Limited
Corporate office, Burla:768017**

Kind Attn.: Mr. Mrinal Kumar, Mob No.: 7879541493

**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.*

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

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

- Bank Guarantee in favour of TP Western Odisha Distribution Limited payable at Sambalpur/Burla.
- Online transfer of requisite amount through NEFT/ RTGS.
- Bank Guarantee valid for 210 days after due date of submission.

Ref. GCC for Format of Bank Guarantee

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, or
- ii. furnish the required Performance Security Bank Guarantee

5.1.2 Second Part: Techno-Commercial Bid

Techno-Commercial bid shall contain the following documents. Absence of any of these may attract bid rejection:

1. Index Stating Document name & Page No./Document No. in bid. As illustrated below: ***The type tests specified in technical specifications should have been carried out **within five years** (unless otherwise explicitly stated) 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 DISCOM.

2. Indexing of the Content of Techno-commercial Bid may also be furnished per the Bidder's preference. But in that case, the above- mentioned table as well as the **Corresponding Page Nos.** need to be modified and furnished accordingly.

The technical bid shall be submitted through E-tender System (Ariba) only. Hard Copy of Technical Bids need not be submitted unless specifically asked for.

5.1.3 Third Part: Price Bid

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 and Taxes & duties 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. The price bids containing any deviations/conditions shall be liable to be rejected.

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

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and 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.

5.1 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.

5.2 Mandatory documents required along with the Bid

- I. EMD of requisite value and validity
- II. Tender Fee.
- III. Requisite Documents for compliance to Qualification Criteria mentioned in Clause 2.0

- IV. Acceptance of Specification, drawing with filled in GTP as per Annexure II.
- V. Duly signed and stamped 'Schedule of Deviations' as per Annexure III on bidder's letter head.
- VI. Duly signed and stamped 'Schedule of Commercial Specifications' as per Annexure IV on bidder's letter head.
- VII. Duly filled in Annexure V and VI.
- VIII. Proper authorization letter/ Power of Attorney to sign the tender on the behalf of bidder.
- IX. Copy of PAN, GST 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 (as applicable), the bid submitted by a bidder shall be liable for rejection.

5.3 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.

6 Bid Related Details

6.1 Bid Prices

Bidders need to quote for all items as per the Price schedule attached in Annexure I. 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 DISCOMs' sites. The all-inclusive prices offered shall be inclusive of all costs –Insurance, Transport, duties, taxes, levies paid or payable etc. during the execution of the supply work. Applicable GST to be specified clearly.

The quantity breaks up shown else-where other than Price Schedule may 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.

6.2 Bid Currencies

Prices shall be quoted in Indian Rupees Only unless otherwise stated explicitly.

6.3 Period of Validity of Bids

Bids shall remain valid for **180 days** from the due date of submission of the bid.

Notwithstanding clause above, 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.

6.4 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.

6.5 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.

7 Bid Opening & Evaluation

7.1 Bid Confidentiality

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 TPWODL in processing of Bids or award decisions may result in rejection of the Bidder's Bid.

7.2 Technical Bid Opening

Technical Bids shall be opened online as per schedule mentioned in section 1.3, in TPWODL Office. Bidders having authorization letter (format Annexed- XI) for attending bid opening from competent authority of respective Organizations, who may choose to be present physically / online at the time of tender opening. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time. Technical bid must not contain any cost information whatsoever, else bids shall be liable to be rejected.

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

7.2.3 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 in order & format as detailed elsewhere in this document. TPWODL 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, 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. TPWODL reserves the right to reject non-responsive bids.

7.2.4 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 /Engineering may at its discretion, ask the Bidder for a clarification on its Bid for any deviations with respect to specifications and attempt will be made to bring all bids on a common footing. Any such clarification as sought shall have to be responded to bidder **within two working days**, post which the bids shall be liable to be rejected. 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.

7.2.5. Right of Acceptance/Rejection

Bids are liable for rejection in absence of following documents:

- i. EMD of requisite value and validity.
- ii. Tender fee of requisite value.
- iii. Price Bid as per the Price Schedule mentioned in Annexure I (BOQ)
- iv. Necessary documents against compliance to Qualification Requirements mentioned in Clause 2.0 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. Signed and filled in Specification and GTP as per Annexure II.
- viii. Duly filled and signed Annexure V and VI.
- ix. 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.

7.3 Price Bid Opening

Price Bids will be opened online for all technically qualified bidders on the dates as shall be informed to qualified bidders in TPWODL Office. Bidders having authorization letter (format annexed) only for attending bid opening from competent authority of respective Organizations, who may choose to be present physically/online at the time of bid opening. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same 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 DISCOM without any further correspondence in this regard.

8 Market 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 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 honour prices submitted to the marketplace
- Breach of terms as published in TENDER / NIT

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

10 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.

Bidders shall be allowed to participate in Reverse auction as per following criteria hence bidders are advised to quote their most competitive rates while submitting the bids to avoid disqualification from participation in Reverse Auction.

Reverse Auction shall be as per the below approach:

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

Illustrative example: Total no of 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 of 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.

11 Award Decision

DISCOM 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 3.0. 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 7.2.1. The decision to place purchase order/LOI solely depends on TPWODL on bidder qualification & cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that TPWODL may deem relevant.

TPWODL reserves the right to split the order quantity wise/Line item wise among approx. **2 Nos. of Bidders**. All bidders are advised to quote their most competitive rates against each line item. However, TPWODL reserves the right to adjust the splitting as per bidders' participation/qualification/any other unforeseen condition in tender.

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

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

12 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 – Price Bid (Annexure I)
2. Technical Specifications (Annexure II)
3. Special Conditions of Contract (Clause 13.1)
4. Submission of Bid Documents (Clause 5.0)
5. Acceptance Form for Participation in Reverse Auction (Annexure VI)
6. General Conditions of Contract (Annexure VII)

13 Post Award Contract Administration

13.1 Special Conditions of Contract

- 1) Contract period: Rate Contract shall be valid for a period of 12 months from the placement of the Contract.
- 2) Prices Validity: shall remain firm till validity of issued rate contract. Prices shall be on FOR Basis, inclusive of Transit Insurance/ Packing & Forwarding & ITC charges and shall be inclusive of unloading & stacking at TPWODL site / store locations.
- 3) Delivery Period: Delivery shall be completed within 60 days from the receipt of order or date of giving CAT-A approval which one is later and drawing shall be submitted by the BA within 15 days from the date issuance of approved purchase order and installation and commissioning shall be completed within 30 days thereafter.
- 4) Business Associate (BA) shall submit applicable Performance Bank Guarantee as per GCC within 15 days of issuance of RC, with validity of warranty Period plus one Month. PBG applicable shall be 5 % of Contract Value. Performance Bank Guarantee for MSME registered in the State of Odisha shall be 25% of the value prescribed.
- 5) LD: In the event that the works are delayed beyond the interim milestone completion date / contractual completion date, Liquidated damage to the extent of 1% of the contract value per week of delay or part thereof shall be levied, subject to a maximum of 10 % of the total contract value. TPWODL shall short close the issued Release Order / Rate contract, in case of any quality issues, front issue, non-mobilization from vendor for taking up the works / not completing works in time.
- 6) Any change in statutory taxes, duties and levies during the contract period shall be borne by TPWODL. However, in case of delay in work 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.
- 7) Guarantee/Warranty Period: Applicable as per technical specification attached separately with this tender.
- 8) BA shall submit GTP/ Drawing within 15 days from issuance of the rate contract. If drawing is not approved by competent authority due to document shortfall or any changes are suggested, vendor has to resubmit new drawing/GTP/documents within 05 days of such intimation. BA shall offer for

prototype inspection within 15 days of issuance of approved Drawings/GTP (if applicable). In case BA does not get necessary approvals for issuance of manufacturing clearances /CAT-A within mentioned / mutually agreed timelines, then TPWODL reserve the right to cancel issued rate contract / release order and also reserve the right to forfeit EMD/PBG.

- 9) TPWODL appreciates and welcomes the engagement/employment of persons from SC/ST community or any other deprived section of society by their BAs.

10) Payment Terms:

On successfully delivery of the materials in good condition, and certification of acceptance by TPWODL's certified official of the work, 100% payment shall be released within 60 days from the date of submission of certified bills/invoices. BA shall submit the certified bills / invoices in original in the name of TP Western Odisha Distribution Ltd. to Invoice Desk (SGITEK Portal) complete in all respects.

For MSME- Payment shall be made within 45 days.

11) Compensation for BA Personnel:

The BA shall take an insurance coverage of at least Rs. 15 lakhs for each engaged employee, to cover any incidence of Death or Permanent / Total Disablement (Permanent/Total Disability shall be considered as defined under Employees' Compensation Act, 1923). In the event of any such unfortunate incident, the BA would ensure that adequate compensation is paid immediately to the family of the victim(s) from his own resources. This compensation shall be covered under the insurance policy subscribed by the BA and the arrangement should be such that it would get reimbursed to the BA by the insurance agency subsequently.

- 12) The successful bidder has to follow the Contract safety management (CSM) as per GCC. The penalty will be imposed to bidder for any safety violation as per CSM matrix.

- 13) Pre-dispatch inspection and MDCC shall be applicable as per GCC.

- 14) TPWODL reserves right to short close the issued Release Order / Rate contract, in case of any quality or performance issues.

All the terms and conditions of TPWODL GCC-Supply (attached with this tender) shall be applicable.

14 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.

15 Ethics

TPWODL are ethical organizations bound by Tata Code of Conduct. As a policy we lay 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 for more information. For details, refer link: <https://www.tata.com/about-us/tata-code-of-conduct>

Any ethical concerns with respect to this tender can be reported to the following email ID: ppt@tpwesternodisha.com

16 Specification and standards

As per Annexure II

17 General Condition of Contract

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

18 Safety Policy and Safety Terms & Conditions

Annexure VIII attached along with this tender.

19 Tata Code of Conduct

Annexure IX attached along with this tender.

ANNEXURE I
Schedule for Items

(Attached separately with Tender as Annexure-B1 – Schedule of Quantities)

Note: All the items mentioned above should be supplied along with respective fittings.

NOTE:

- 1) Prices shall be firm till the validity of the Rate Contract.
- 2) The bids will be evaluated commercially on Individual Line-Item basis.
 - a) All itemized prices are to be quoted on FOR basis at TPWODL Site/ Stores.
- 3) Issuance of Release Orders (RO) shall be done by TPWODL as per the requirement.
- 4) The material shall be delivered as per the location captured in the Release Order.
- 5) The bidders are advised to quote prices strictly in the above format. Failing to do so, bids are liable for rejection.
- 6) The bidder must fill each and every column of the above format. ***Mentioning “extra/inclusive”/other conditions in any of the column may lead for rejection of the price bid.***
- 7) No cutting/ overwriting in the prices is permissible.
- 8) The quantity mentioned above are for evaluation purpose only and may vary as per actual site requirement.
- 9) The bidders are advised to quote prices strictly in the above format. Failing to do so, bids are liable for rejection.

ANNEXURE-II : Technical Specification

Attached separately with Tender

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 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
a.	If variable price variation on clause given	Yes / No
b.	Ceiling	----- %
c.	Inclusive of GST	Yes / No (If Yes, indicate % rate)
d.	Inclusive of transit insurance	Yes / No
2.	Delivery Clause acceptable	Yes / No
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.	Covered under Small Scale and Ancillary Reg'n No.) Industrial Undertaking Act 1992	Yes / No (If Yes, indicate, SSI

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, 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 as 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 out-rightly rejected.
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 / store.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder.
11. No requests for event time extension of 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 & Stamp of Bidder]



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

Tender Ref No. TPWODL/PG/O/SU/ 2500001246

ANNEXURE VII: General Conditions of Contract

Attached Separately with Tender

ANNEXURE VIII : Safety Policy and Safety Terms & Conditions

Attached Separately with Tender

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