



TP WESTERN ODISHA DISTRIBUTION LIMITED

NIT No.: TPWODL/AK/O/SER/ 2500001210

Open Tender Notification

For

Rate Contract for performance based 11 kV & LT Network Maintenance & Allied Work, 33 kV Network Maintenance and Operational Assistance of 33/11 kV Sub-Stations of TPWODL.

**Tender Enquiry No.: TPWODL/AK/O/SER/2500001210,
Due Date for Bid Submission: 30th June'2026**

**TP WESTERN ODISHA DISTRIBUTION LIMITED
(A TATA Power and Odisha Government Joint Venture)
Procurement & Stores 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 validity of three years 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/AK/O/SER/2500001210	Rate Contract for performance based 11 kV & LT Network Maintenance & Allied Work, 33 kV Network Maintenance and Operational Assistance of 33/11 kV Sub-Stations of TPWODL for 3 years	5.00 Lakh	5,000	17.06.2026

* 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)

1.1 Scope of work

Bids are invited from interested Bidders to award Rate Contract (RC) for a detailed BOM (Annexure-I) as per TPWODL specification/ standard.

^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:** TP DISCOM 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.

Note:

- In case the bidder has a previous association with TPWODL / Other TP DISCOMs for similar products and services, the performance feedback for that bidder from TPWODL/ Other TP DISCOMs User Group shall only be considered irrespective of performance certificates issued by any third organization. Performance must be from not below the level of Chief/ GM/ Head.
 - 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, DISCOM reserves the right to disqualify the bidders during techno - commercial evaluation of the bid.

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/P.O.- Sambalpur, Dt: Sambalpur, Odisha-768001
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 amitesh.kumar@tpwesternodisha.com with copy to riya.kumari@tpwesternodisha.com and 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	08.06.2026
(b)	Date by which Interested and Eligible Bidder to pay Tender Fee and confirm participation as mentioned in "Procedure to Participate in Tender"	17.06.2026,
(c)	Due Date of receipt of pre-bid queries by in Ariba portal message box, if any	19.06.2026, 16:00 Hours
(d)	Date & Time of Pre-Bid Meeting (If any)	To be notified
(e)	Due Date of Posting Consolidated replies to all the pre-bid queries as received	23.06.2026,
(f)	Due date and time of receipt of Bids	30.06.2026,
(g)	Date & Time of opening technical bids	To be notified
(h)	Date & Time of opening of Price of qualified bids	To be notified to the successful bidders

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	Performance	Bidder should have Performance Certificate for at least two years satisfactory performance from minimum 1 reputed utility for above and similar works.(AMC) In case bidder is already associated with TPWODL/Other TP DISCOMs, Part –II (as per annexure-II of tender) shall be applicable against	The performance certificate and contact details of the client need to be submitted

		this clause irrespective of Performance certificate produced by bidder from other Utility.	
2	Technical Experience	The bidder should have experience in providing AMC services for LT network & 33 kV or 11 kV Network in any power distribution utility during last 4 years and should have executed cumulative contract with value equal to or more than Rs. 20 Cr.	Order Copies for relevant works to be provided for the same.
3	ELBO	The bidder should possess valid HT ELBO License and furnish a copy of same. In case, the bidder is having valid HT License issued from other State, Bidder shall submit the copy of the same. However, Bidders (Having other State HT License) shall also submit the undertaking along with receipt of the applied application copy for ELBO License at the time of bid submission.	Copy of Valid License/ Undertaking along with applied application form shall be submitted by Bidder.
		Bidder should also have valid ELBO license for all of his Lineman workmen. In case of HT license not available for all linemen, they shall submit an undertaking for submission of the same within 3 months from the date of award of Contract.	Copy of Valid License/ Undertaking shall be submitted by Bidder.
B	Financial Pre-Qualification Requirements		
1	Commercial Capability	The bidder should have Average Annual turnover of at least Rs. 20 Cr. in last 3 Financial Year (FY) i.e. for FY 22-23, FY 23-24 & FY 24-25 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 Compliance	The prospective Bidder(s) should have following: a. Valid GST Registration b. Valid PAN No. c. Valid EPFO Registration d. Valid ESIC Registration e. Odisha State MSME Certificate (if applicable)	Certificate/ registration copy of the same to be submitted
3	No Joint Venture	The bidder shall submit bid as a Sole bidder. Joint venture / consortium not allowed. Bidder has to submit self- undertaking for the same.	Self-Undertaking shall be submitted by bidder.

Note: The evaluation of contractor's safety capability with evaluation of safety bid is part of qualifying requirement. TPWODL reserves the right to waive minor deviation if they do not materially affect the capability of the bidder to fulfil the contract.

Based on latest / previous years experiences of TPWODL/Tata Power / Other TP Discoms/Tata Power group companies with BA, TPWODL reserves the right to disqualify the bidders during techno-commercial evaluation of the bid in the of adverse or negative feedback. Past performance experience at Tata Power and its Group Companies shall supersede feedback from other Customers. TPWODL's decision will be final and binding for all bidders. TPWODL reserve the right to scrutinize and reject any of such existing vendors without assigning reason whatsoever may be.

3.0 Evaluation Criteria

- a. *The bids will be evaluated technically on the compliance to tender terms and conditions.*
 - b. *The bids will also be evaluated on Safety Parameters as mentioned in annexure of the tender. Bidders have to submit all the documents related to safety bid.*
 - c. *Bidder has to mandatorily quote for all Lots/ Clusters and each line item of the BOQ. Failing to do so, Bids may be rejected.*
 - d. *The bids will be evaluated commercially on the overall all-inclusive lowest cost basis, on overall Price Quoted for each Lot/ cluster as defined in the tender BOQ [Annexure I].*
 - e. *The number of lots/clusters awarded to a single bidder shall be determined based on cost optimization, as well as the bidder's capacity and capability to meet the required Service Level Agreements (SLAs). Award value of a bidder shall also depend upon:*
 - i. Turnover
 - ii. Past Performance
 - iii. Years of Work Experience, etc.
- Bidder should maintain a justified margin on their costing which will take care of various factors i.e. Statutory Licenses, GPA Policy, conveyance, Overhead, Interest on Working Capital, Profit etc. In case it is observed that if any bidder has quoted prices which is unviable as assessed by TPWODL evaluation committee, following shall be further course of action:
 - I. **Request for Price Justification:**

If the quoted price appears to be unreasonably low, TPWODL reserves the right to seek a detailed justification from the bidder, which must include:

 - A detailed breakdown of costs (material, labor, overheads, profit margin, etc.).
 - An explanation of how the bidder intends to execute the project at the quoted price without compromising quality, safety, and adherence to the project schedule.
 - II. **Evaluation of Justification:**

Upon receipt of the justification, TPWODL will evaluate the submission to assess its viability and ensure that the quoted price does not compromise the quality, reliability, or timeline of the project.

III. Rejection of Bid:

If the bidder fails to provide a satisfactory justification within the specified time frame, or if the justification provided is found to be unreasonable, incomplete, or indicative of a non-workable price, the TPWODL reserves the right to:

- Reject the bid.
- Forfeit the bid security (EMD)

4.0 Price Basis

Price shall be fixed and firm during the contractual period.

5.0 Contact Information

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

Communication Details:

Package Owners:

Name (1): Amitesh Kumar

Contact No.: 9038264044

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

Escalation Level I:

Name: Ajit Singh Head- Contracts & Procurement

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

Escalation Level II:

Name: Mr. Anil Kumar, Chief -TS, Contracts & Strees

E-Mail ID: anilkumar.ojha@tpwesternodisha.com

6.0 Submission of Bid Documents

6.1 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:

6.1.1 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 favoring '**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 Tender Fee and EMD is as below:

A/C NO.	BENEFICIARY	NAME OF THE BANK	IFS CODE	ACCOUNT TYPE
005511100001556	TP WESTERN ODISHA DISTRIBUTION LTD HQ	UNION BANK OF INDIA, BURLA (ANDHRA BANK)	UBIN0800554	CURRENT CUMFLEXI A/C

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)"

"3 Yrs. Rate Contract for 11 kV & LT Network Maintenance & Allied Work, 33 KV Network Maintenance and Operational Assistance of 33/11 kV Sub-Stations of TPWODL."

Chief (TS, Contracts & Stores)

TP WESTERN ODISHA DISTRIBUTION LIMITED

Corporate Office, Burla-768017

Kind Attn.: Mr. Amitesh Kumar

**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 favor of TP Western Odisha Distribution Limited payable at 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
a) accept the Purchase Order, or
b) furnish the required Performance Security Bank Guarantee

6.1.2 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 TPWODL.***

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.

6.1.3. 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.

6.2 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.

6.3 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 1.7.
- 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.

6.4 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.

7 Bid Related Details

7.1 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 TPWODL 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 break 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.

7.2 Bid Currencies

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

7.3 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.

7.4 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.

7.5 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.

8 Bid Opening & Evaluation

8.1 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.

8.2 Technical Bid Opening

Technical Bids shall be opened online as per schedule mentioned in section 1.3, in Contract Office ,Sambalpur. 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

8.2.1 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.

8.2.2 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.

8.2.3 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.

8.3 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 Contracts Office, Sambalpur. 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 TPWODL without any further correspondence in this regard.

9 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 honor prices submitted to the marketplace
- Breach of terms as published in TENDER / NIT

10 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 TPWODL, and all suppliers are required to return these documents to TPWODL upon request. Suppliers who do not honour these confidentiality provisions will be excluded from participating in future bidding events.

11 Reverse Auction

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.

12 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 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 among multiple 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.

TPWODL 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 TPWODL reserves right to award contract to other suppliers who are found fit.

13 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)

14 Post Award Contract Administration

14.1 Special Conditions of Contract

- I. The Overall Period of the Contract shall be a period of 3 years. However, after finalization of the tender, Rate Contract shall be issued for a period of one year only and shall be extended on year-on-year basis on Finalized terms & conditions and BA's performance.
- II. Price shall remain firm for the entire RC Period. However, TPWODL shall pass on only VDA/ minimum wages revision, made by Govt. of Odisha. The cost of other components shall remain firm throughout the Contract Period.
- III. BA should be ready to mobilize all the required resources within 15 days of issuance of LOI/RC.
- IV. This is a service contract. All materials unless specifically mentioned in the scope of the work / tender document shall be supplied by TPWODL.
- V. Business Associate's Safety Code of Conduct along with its amendments as issued time to time by TPWODL shall be applicable in this contract. All new amendments shall be effective from the

date of their issue or from its date of intimation to the Business Associate by TPWODL whichever is later.

- VI. BA shall obtain an undertaking of having provided required T&P/Safety Gadgets/PPEs from each of its workman and submit the same to EIC within 15 days of commencement of this contract. BA shall also obtain an undertaking from each of its workman to work with utmost safety while rendering services. The format for these undertakings shall be provided by STS/ Distribution Operation Services (DOS) Team.
- VII. All vehicles deployed by BA for AMC Works should be clean ,tidy well maintained and not be older than 10 years during the entire Contractual Period. BA shall be responsible for all statutory compliances of vehicle and take clearance from the EIC/ Safety in Charge. Vehicle shall be non AC with roof carrier. Vehicle should be registered for commercial activities, with valid fitness certificate and pollution certificate from issuing authority. Only Commercial license drivers with minimum 3 years of driving experience authorized by the contractor /vendor should drive the vehicles. The BA should ensure that all the vehicles should have fire extinguisher & are in safe driving condition. All seat belts, brakes, lights, tyres, Mirrors, gauges in good working conditions. All vehicles will be provided with a spare wheel in good condition and with all other tools required to attend to any minor breakdowns. The BA will be fully responsible for any road accidents including fatal accidents, loss to property or person, injury, damage, etc, to any other person/s (including passengers & third party). For this purpose, the BA shall take out a Motor Insurance Comprehensive Policy with passenger liability covered as per Motor Vehicle Act. BA to arrange alternate vehicle in case of breakdown of any vehicle. Vehicle should have valid Registration, PUC, License, Insurance, Road Tax. All Vehicles shall be deployed with required drivers as per Motor Vehicle Act.
- VIII. All vehicles must be equipped with a vehicle tracking system. The device shall be provided by TPWODL, while its safety, security, and upkeep shall be the sole responsibility of the Business Associate. In case of damage /theft of the device penalty will be imposed on BA to recover the cost of the device.
- IX. Persons engaged in rendering the above services will be Bidders employees and Odisha DISCOM shall have no responsibility towards their employment or the requirement to be insured under Employees state Insurance Act, 1948 or medically covered under Employees Provident Fund Act, 1952 and all other relevant labour laws such as Minimum Wages Act, Payment of Wages Act, Contract Labour Abolition Act etc., it will be BAs responsibility to obtain necessary code nos. and shall keep TPWODL completely indemnified against all claims, costs and charges arising out of personnel injury or death of BA employees caused by any reason. In the event of any claims, BA will be solely responsible to meet claims, costs, charges and expenses arising out of such claims.
- X. All supervisors / skilled / unskilled persons should be physically fit and healthy. Competency assessment of supervisors/skilled persons will be carried out by TPWODL officials within two months of deployment and the Lineman in bronze badge category will not be allowed to work on the network until they upgrade their skill and qualify for Platinum/Gold or Silver badge category. Those in bronze category however will be allowed to work as helpers.

- XI. TPWODL will reserve the rights to scrutinize the profile / CV of the BA's team member and can reject the member who does not meet the requisite criteria as mentioned in the tender. Bidder has to replace the member and provide alternate replacement within 15 days who fulfil all the criteria. Bidder has to submit minimum 05 CVs of Supervisors before deployment of site.
- XII. The Business Associate has to submit attested copies of qualification and experience certificate of each individual with EIC/HOGs/Heads of TPWODL. No person with past record of unethical conduct shall be hired/ deployed by Business Associate. TPWODL reserves the right to verify these records and if found any fake certificate than suitable action shall be taken.
- XIII. Training Awareness: - BA should encourage their employees and ensure proper training for operating machines and handling general tasks efficiently.
- XIV. Handling of Theft Cases: In case of any theft, the BA shall be responsible for filing an immediate FIR, in consultation with the Site In-Charge. If theft incidents increase repeatedly, penalties may be imposed on the BA, or the matter shall be addressed through mutual discussion between BA and TPWODL. BA must provide detailed information regarding the stolen items.
- XV. BA shall obtain an undertaking of having provided required safety training to each of its workman and submit the same to EIC. The format of undertaking shall be devised by TPWODL safety department.
- XVI. TPWODL reserves the right to make changes to the scope of work with a view to optimize on the overall cost to DISCOM. The Business Associate shall fully cooperate for the same in making such changes with an aim for overall cost optimization. The revised charges for AMC shall be jointly agreed upon between TPWODL and the Business Associate in such case.
- XVII. In case, a mutual consensus on the rates and other terms and conditions is not reached, DISCOM reserves the right to terminate the contract by giving suitable notice period and allocating the same to any other Business Associate as deemed fit by DISCOM to maintain uninterrupted operations at site.
- XVIII. Performance Bank Guarantee amounting to 3% of the yearly contract value shall be submitted by the BA as per GCC for a period equivalent to contract validity period plus one month. For Odisha MSME bidders, applicable relaxation for Odisha MSMEs shall be considered.
- XIX. Unless communicated by Odisha DISCOM in writing, the contract shall automatically stand terminated after the expiry of its validity period without serving any notice thereof.
- XX. Odisha DISCOM appreciates and welcomes the engagement/employment of persons from SC/ST community or any other deprived section of society by their BAs.

- XXI. Any change in statutory taxes, duties and levies during the contract period shall be borne by Odisha DISCOM.
- XXII. Under no circumstances shall the payment terms defined in the tender document be tied to, dependent upon, or influenced by the salary disbursement obligations of the Business Associate.
- XXIII. Bidders to ensure that their GST registration is valid during validity of contract. Any violation, in this regard may lead to contractual consequences not limited to blacklisting but also payment will be blocked for the works executed.
- XXIV. Subcontracting of any job shall normally be not allowed, however any subcontractor, if proposed for minor scope shall be subject to approval authorized Person/EIC of TPWODL.
- XXV. The prospective bidder must quote for all the LOTs as indicated in Annexure- I. Bid for any package includes the entire scope of work i.e. 11KV & LT Network AMC, 33KV Network AMC and 33/11 KV Substation Operation Assistance including all applicable charges.
- XXVI. SLA shall be strictly monitored by DISCOM and scoring shall be monitored as per SLA parameters set out in the tender. In case of BA scoring less than 80% marks as per SLA, for 3 consecutive months, DISCOM shall take suitable action including termination of the contract/debarred without any notice.
- XXVII. BOCW shall not be applicable for pure AMC activities. However, any work within AMC tender/ RC come under capacity expansion, then BOCW will be applicable for that particular job, separate invoice for such activities shall be raised by BA. The quoted prices of these line items should be inclusive of BOCW charges, which shall be borne by BA only.
- XXVIII. The Service Provider/Business Associate shall pay and discharge all its obligations towards its employees and agents etc., for payment of their dues including wages, minimum wages as revised from time to time by the respective authorities, salaries, allowances, provident fund and Employees' State Insurance Corporation contributions, gratuity, bonus or any other contractual or statutory or social security liabilities.
- XXIX. TP Odisha Discoms reserve the right to deduct an amount equivalent to the gratuity component (excluding GST) of the deployed Service Provider/Business Associate workforce from each invoice. The said amount shall be retained by TP Odisha Discoms and shall be reimbursed upon submission of a valid claim by the Service Provider/Business Associate employee to the Service Provider/Business Associate, subject to applicable statutory provisions. It will be the responsibility of the Service Provider/Business Associate to inform and share a copy of the gratuity claim received from the employee to the relevant TP Odisha Discom within 5 working days of such receipt. The Service Provider/Business Associate shall be solely responsible for the payment of any interest or compensatory or penal amount over and above the principal gratuity amount. Discoms reserve the right to reject reimbursement of the deducted gratuity amount in appropriate circumstances, including but not limited to instances where:

- a. *The application/claim is not made under the relevant statutory format;*
- b. *The application/claim does not contain all the relevant information as mandated under the law;*
- c. *The employee is not entitled to gratuity under the law;*
- d. *The application/claim contains incorrect or false information;*
- e. *The application/claim is forged or fabricated;*
- f. *The application/claim of the employee is not shared with the Discom within 5 working days from the date of the receipt of the application/claim by the Service Provider/Business Associate;*
- g. *Other instances as the TP Odisha Discoms deem fit.*

XXX. During execution of the contract, in case any unforeseen conditions arises for manpower reduction from the fixed AMC services / PSS operation services, the subsequent wages along with additional 5% overhead charges over and above the wages shall be deducted from the invoices.

For example, If the minimum wages of the manpower is 'X', the total deduction amount shall be "X+(5% of X)".

XXXI. BA shall obtain a declaration from their employees (during induction of this contract) for no dues from their previous employer and submit the same to BA legal cell prior to issuance of ID cards.

XXXII. BA shall submit No Dues Certificates from each employee to BA legal cell after completion of contractual period during final settlement.

Also, during the contractual period, if any manpower is terminated, no dues certificate to be obtained from the manpower during final settlement of respective BA employee and the same to be submitted to BA legal cell.

XXXIII. COMPENSATION FOR BA PERSONNEL: The BA shall take insurance coverage (GPA) 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.

XXXIV. In the interest of operational exigency / emergency restoration / safety compliance / optimum utilization of resources, the Engineer-In-Charge (EIC) shall have the right to deploy/utilize the tools, tackles, machinery, vehicles, safety equipment and other resources arranged under the

11kV & LT AMC, 33kV AMC and PSS O&M works and vice versa, whenever required in the organizational interest. The Business Associate (BA) shall extend all necessary support and cooperation for such inter-utilization of resources and ensure timely availability and operational readiness of the same without affecting compliance to applicable SLA, safety and performance requirements of the respective contracts.

- XXXV. Engineer-In-Charge (EIC) have the right to utilize the on-call (variable) line items of 11kV & LT AMC, 33kV AMC and PSS O&M works and vice versa, whenever required in the organizational interest / operational exigency / emergency restoration / safety compliance / optimum utilization of resources.
- XXXVI. BA shall maintain the instruments & Tools, tackles & PPEs & materials along with regular servicing & must maintain the required consumables as specified in the annexures. BA should consider the cost in their bid.
- XXXVII. Annual health check-up to be done of all employees along with eye checkup and report to be submitted along with 2nd month bill after start of yearly contract. If not submitted along with 2nd month bill then @ Rs1000 per employee shall be held till submission of report. If the report is not submitted along with 4th monthly bill then @Rs 2500 per employee shall be deducted as penalty and shall not be returned.
- XXXVIII. It is mandatory to apply for Id card of all deployed employees along with all requisite documents in BMS portal of TPWODL immediately after receipt of rate contract. This activity shall be completed within one month of deployment other suitable penalty shall be imposed.
- XXXIX. **Manpower Category Revision Clause:**
The manpower categories considered in this Contract are based on the prevailing classification and statutory wage structure applicable at the time of tendering. In case of any revision/change in manpower category classification by any statutory authority during the currency of the Contract, for example Helper manpower category change from Unskilled to Semi-Skilled, and if adopted by TPWODL for this Contract, the differential wage component, if any, shall be payable to the BA subject to successful qualification of competency assessment/test, wherever applicable, and submission of supporting documents including competency certification, wage register/payroll, bank transfer proof, PF & ESI records, attendance/muster roll certified by EIC, and other statutory compliance documents as required by TPWODL.

Such differential payment shall be applicable only from the effective date communicated by TPWODL(EIC) and shall not have retrospective effect. Mere issuance of statutory notification/order shall not automatically entitle the BA for reimbursement unless specifically adopted by TPWODL for this Contract. TPWODL's decision regarding applicability, eligibility, admissibility of claims, and extent of reimbursement shall be final and binding on the BA.

XL. Fuel Price Variation Clause for Fixed services Vehicle Component:

The quoted monthly rate for deployment of fixed service vehicles (12 Hours / 24 Hours, as applicable against respective fixed service line items) shall be based on the prevailing diesel

price on the date of bid submission ("Base Diesel Rate"). No escalation/de-escalation shall be applicable unless the diesel price variation exceeds $\pm 10\%$ of the Base Fuel Rate.

In case the diesel price variation exceeds $\pm 10\%$, the vehicle hiring charges shall be adjusted only for the variation beyond $\pm 10\%$ as per the following formula:

Adjusted Vehicle Charge = Base Vehicle Charge + ((Current Fuel Rate - (1.10 × Base Fuel Rate)) / Base Fuel Rate) × 0.30 × Base Vehicle Charge

For reduction in diesel price beyond 10%, similar downward adjustment shall also be applicable.

Adjusted Vehicle Charge = Base Vehicle Charge - (((0.90 × Base Fuel Rate) - Current Fuel Rate) / Base Fuel Rate) × 0.30 × Base Vehicle Charge

The "Current Fuel Rate" shall mean the average monthly retail fuel price published by IOCL for the TPWODL operational area / Bhubaneswar. Further, 30% of the vehicle hiring charge shall be considered as fuel cost component for the purpose of escalation/de-escalation calculation.

XLI. All the terms and conditions of GCC-Services shall be applicable.

14.2 Drawing Submission and Approval

As per SCC, Clause number 13.1

14.3 Payment Terms

14.3.1 Payment term for 11KV AMC Works / 33KV AMC Works / PSS Operation (BA shall submit monthly error free invoice (s) by 3rd of every month for previous month's bill along with supported documents in Sigitek with soft copy to User team (DISCOM).

- a. 90% **(Gross value) of invoice value** shall be released within **7 days** of submission of **error free certified** invoices only in Sigitek portal by BA.
- b. Balance 10% of the invoices value shall be released within **30 days** based on submission of the following documents (verified by EIC/ Divisional Manger):
 1. Invoice copy
 2. Certified attendance sheet
 3. Wage sheets
 4. Safety Score card
 5. Performance Score Card
 6. Tools & Plant Sheets
 7. Tripping Data
 8. DPR Sheet
 9. PSS Cleaning Data (Only of PSS Operations)
 10. Submission of error free Statutory Compliances.

Note- TPWODL reserves the right to deduct and retain an amount equivalent to the gratuity component (excluding GST) of the deployed BA workforce while processing the 10% payment and, which shall be reimbursed upon submission of a valid claim by the BA employee through the respective BA, subject to prevailing statutory provisions. The same shall be ensured by BA cell of TPWODL.

- c. BA will get the invoices verified from the EIC with reference to respective SLA (for Vehicles, separate SLA is there).
- d. EIC shall check every month with safety department for CSM violations by BA and also check the monthly performance of the BA with respect to performance measurement parameters in SLA. Based on the data & information available, EIC shall prepare performance scorecard indicating deduction of marks for non-compliance and shall forward the same to User (DOS/STS) team.
- e. Based on EIC feedback on SLA & Statutory Compliances, User (DOS/STS) team will process for release of balance 10% payment.

Note: -

1. The performance of BA will be evaluated & validated by EIC- DOS/STS on the basis of MIS/evidences submitted by the BA. Payment of the balance 10% monthly invoice amount will be made as per the marks scored against total 100 marks under various performance criteria in the month. (For example, if the BA has secured 90 marks in the performance measurement, the BA will be paid 90% of the balance 10% monthly invoice amount).
2. In case there is any further applicable deduction owing to CSM violations, same will also be deducted from 10% of the monthly invoice of same month and excess amount, if any, will be deducted from the next month's invoice.

14.3.2 Payment term for Vehicles & Other Variable line items (Other than 11KV AMC Works / 33KV AMC Works / PSS Operation fixed charges):

100% payment shall be made within 30 days on submission of the following documents duly certified by EIC/DOS/STS.

1. Error free invoice
2. Work completion certificate (if applicable)
3. Vehicle Logbook Sheet & Statuary Certificates (w.r.t. the engaged Vehicles)
4. Attendance sheet (if applicable)

If any or all Pt among Pt 2,3 & 4 shall not be applicable, BA shall mention the same in Remarks in the raised invoices.

15 Climate Change

Significant quantities of waste are generated during the execution of project and an integrated approach for effective handling, storage, transportation and disposal of the same shall be adopted. This would

ensure the minimization of environmental and social impact in order to combat the climate change. Please refer attached Environment Policy and Sustainability Policy (Annexure–X).

16 Ethics

TPWODL is 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.

DISCOM 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

17 Specification and standards

As per Annexure II

18 General Condition of Contract

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

19 Safety Policy and Safety Terms & Conditions

Annexure VIII attached along with this tender.

20 Tata Code of Conduct

Annexure IX attached along with this tender.



TP WESTERN ODISHA DISTRIBUTION LIMITED

NIT No.: TPWODL/AK/O/SER/ 2500001210

CONFIDENTIAL

Annexure- I**Price Schedule- Attached Separately****NOTE:**

- Prices shall be firm till the validity of the Rate Contract.
- The bids will be evaluated commercially on All-inclusive BOQ Value.
- The unit price to be entered in Price Schedule is unit price of the tendered item and exclusive of GST. GST shall be calculated as per price bid schedule.
All itemized prices are to be quoted on FOR basis at PAN TPWODL Site/ Stores.
- The bidders are advised to quote prices strictly in the above format. Failing to do so, bids are liable for rejection.
- 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.**
- No cutting/ overwriting in the prices is permissible.
- The quantity mentioned above are for evaluation purpose only and may vary as per actual site requirement.
- There will not be any guarantee on quantity of job. Job has to be carried out on as and when required basis order from TPWODL on the quantity to be specified in the order.

ANNEXURE-II : Technical Evaluation Format

S. No.		Parameter	Sub-parameter	Max Marks
1	Part- I (Technical Evaluation)	Technical Performance	Bidder should have Performance Certificate for at least two years satisfactory performance from minimum 1 reputed utility for above and similar works. In case bidder is already associated with TPWODL/TP DISCOMs, Part –II (as per annexure-II of tender) shall be applicable against this clause.	Compliance (Yes/ No)
		Technical Experience	The bidder should have experience in providing maintenance Services/ AMC Works for LT network & 33 kV or 11 kV network in any power distribution utility during last 4 years and should have executed cumulative contract with value equal to or more than Rs. 20 Cr. during last Four years.	Compliance (Yes/ No)
		ELBO License	The bidder should possess valid HT ELBO License and furnish a copy of same. In case, the bidder is having valid HT License issued from other State, Bidder shall submit the copy of the same. However, Bidder shall also submit the self- undertaking along with receipt of the applied application copy for ELBO License at the time of bid submission.	Compliance (Yes/ No)
		ELBO License	The Bidder should also have valid ELBO license for all of his Lineman workmen. In case of HT license not available for lineman, they shall submit an undertaking for submission of the same within 3 months from the date of award of Contract.	Compliance (Yes/ No)
		No Deviation	Adherence to Tender Specification & other Scope of Work (Submission of Annexure-III)	Compliance (Yes/ No)
		Qualification to Part -1 – 100% compliance to above points		

2	Part – II Internal User Feedback	Performance Feedback	Adherence to other compliances (SLA) based on Penalty levied in last 1 year		10	
			Adherence to all statutory norms	Timely Payment	5	
				ESI, EPF, etc.	5	
		Total Marks				20
		Qualification to Part -2~ 60% of total marks (i.e. 12 marks)				Qualified/ Disqualified

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

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 more fair and 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 DISCOM 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

NIT No.: TPWODL/AK/O/SER/ 2500001210

CONFIDENTIAL

ANNEXURE VII : General Conditions of Contract

Attached Separately with Tender



TP WESTERN ODISHA DISTRIBUTION LIMITED

NIT No.: TPWODL/AK/O/SER/ 2500001210

ANNEXURE VIII : Safety Policy and Safety Terms & Conditions

Attached Separately with 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 Chief-TS, Contracts & Stores; e-mail ID: anilkumar.ojha@tpwesternodisha.com



TP WESTERN ODISHA DISTRIBUTION LIMITED

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ANNEXURE X : Authorization Letter Format

(To be presented by the authorized person at the time of opening of Bid on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company)

Chief – TS, Contracts & Stores

TPWODL, Sambalpur.

SUB: Tender for

Ref: Tender No. dated.

Dear Sir,

This has reference to your above Tender. Mr. / Miss / Mrs. is hereby authorized to attend the bid opening of the above Tender on on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority
Name & Designation of Authorizing Authority

NOTE: This Authorization letter is to be carried at the time of Bid Opening

ANNEXURE XI : Instructions to Bidder for participation in ARIBA System

Step 1: 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:

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 amitesh.kumar@tpwesternodisha.com before “Last date and time for payment of Tender Participation Fee”.

Step 4: On receipt of the document as mentioned in Step 3 above and after due verification of the same, ARIBA link for participation in the tender will be sent to bidder's e-mail address from ARIBA system.

Step 5: In this e-mail online link as “**Click Here**” shall be there to access the event & participate in the tender.

Step 6: First time bidders need to **Sign Up** for accessing the event. Create User Name and password as mentioned in Sign Up page. A one-page registration screen will open for first time user. All * mark mandatory field to be filled in.

Those who are already having User Name and password for accessing events, may LOGIN using same User Name and password. (Bidder's user name and password for their other customer shall not be applicable for TPWODL.

Step 7: Post login, access the RFQ

Step 8: After review and downloading of all documents click on “**Review Pre-requisites**”

Step 9: Review and accept “**Bidder Agreement**”.

Step 10: Tender document (PDF) can be downloaded from relevant section in Ariba Portal

Step 11: Technical Bid Submission: Bidder has to attach pdf version of technical bid in section relevant to technical bid submission. Uploading any price related information in this section shall lead to bidder rejection.

Step 12: Price Bid Submission: Price schedule as attached in relevant section has to be downloaded. Price and tax details to be filled-in as per the format. PDF version of duly filled price bid to be uploaded in relevant section. Price bid to be mandatorily signature & sealed by authorized person on Company letter head. For Price Bid put all the unit price and taxes and duties in provided field. Put "NA" in not applicable field.

Step 13: After successfully uploading Techno commercial offer and price part, click - **"Submit Entire Response"**