

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Northern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/2023-24/038

OPEN TENDER NOTIFICATION**FOR**

**Engineering, Supply, Erection & Commissioning of 5
Nos of PSS along with associated 33 & 11 kV Line
on “Turnkey Contract Basis” for TPNODL.**

Tender Enquiry No.:**ODISHA DISCOM/CCG/2023-24/038****Due Date for Bid Submission: 28.09.2023 [20:00Hrs.]****Centralized Contracts Group****(A TATA Power and Odisha Government Joint Venture)****TP Central Odisha Distribution Limited****1st Floor, Anuj Building, Plot No.29, Satya Nagar, Bhubaneswar –
751007**

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INFORMATION TO THE BIDDERS TO PARTICIPATE IN E-OPEN TENDER SYSTEM**-: Steps for E-tender submission:-**

Bids are to be submitted only through online e-procurement platform, ARIBA. Any other form of bid submission will not be accepted. Online Link for submission of bid through ARIBA will be sent only after confirmation of payment of tender fee from bidder.

Step 1: The bidder can get primary information about the tender from the Newspaper advertisement / ODISHA DISCOM / TPWODL / TPNODL / ODISHA DISCOM website <www.tpcentralodisha.com> and can download the tender document from the above website.

Step 2: 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.

Account Name: TP Central Odisha Distribution Limited
Bank Name: State Bank of India,
IDCO Towers, Bhubaneswar
Bank Account No. : 10835304915
IFSC Code: SBIN0007891

Step 3: Eligible and Interested bidder to send an email to ODISHA DISCOM attaching duly signed and stamped letter on Bidder's letterhead, with following details, expressing their intend to bid against above tender:

SI 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. authorized person	
vi)	E-mail Id of the where online ARIBA link to be mailed.	
vii)	Tender Fee details (Amount / NEFT-RTGS UTR No /	
viii)	GST No.of bidder	
ix)	MSME Certificate, wherever applicable	
x)	Postal address of bidder for return of EMD BG	

E-mail has to be sent to <sumitkumar@tpsouthernodisha.com> with copy to <vipin.chauhan@tpnodl.com> before "Last date and time for payment of Tender Participation Fee".

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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 mail address from ARIBA system.

Step 5: In this mail there will be an online link as **Click Here** to participate in the tender.

Step 6: Click "**Click Here**" to access this event.

Step 7: If bidder is bidding first time through ARIBA site then please "Sign UP" by creating User Name and password as mentioned in Sign Up page. Please follow the process, as mentioned in the Sign Up page, during creation of User Name and password. Also a simple 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, they can LOGIN using same User Name and password.

If bidder has got User name and password for their other customer other than Tata Power, same will not be applicable for this tender.

Step 8: You will be able to see the RFQ

Step 9: After review and downloading of all documents click on "**Review Pre-requisites**"

Step 10: Review and accept "**Bidder Agreement**".

Step 11: You can see attached pdf tender document against clause no 1.1.1 (Introduction).

Step 12: Vendor has to attach pdf version of technical bid in clause no. 2.1 and 2.2. In this field do not attach any price document.

Price schedule is attached in clause no.3.2. Same has to be downloaded and price and tax details to be filled in as per the format given, print to be taken in vendor's letter head and signature and seal to be made by authorized person. PDF version of this price bid to be attached in clause 3.2 For Price Bid put all the unit price and taxes and duties in provided field. Put "0" (ZERO) in not applicable field.

Step 13: After successfully putting Techno commercial offer and price part then click on "**Submit Entire Response**"

Note: **Once user ID and password created, bidder can also login to ARIBA site through the following URL:**

<https://service.ariba.com/Sourcing/aw/124997008/aw?awh=r&awssk=ox0s1BN&dard=1>

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1.0 Event Information**1.1 Scope of work**

Open Tenders are invited in E-Tender Bidding Process from interested Bidders for entering into an Order for the following package as mentioned below:

Line Item no.	Description	EMD Amount (Rs.)	Tender Fee Including GST (Rs.)
1	Engineering, Supply, Erection & Commissioning of 5 Nos of PSS along with associated 33 & 11 kV Line "Turnkey Contract Basis" for TPNODL.	15,00,000/-	5,000

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

** MSMEs registered in the State of Odisha shall pay tender fee of Rs. 1,000/- including GST. For details of MSME norms, pls refer "Annexure A" below.

1.2 Availability of Tender Documents

Non-transferable tender documents may be purchased by interested eligible bidders from address given below, on submission of written application to the under mentioned and upon payment of non-refundable Tender fee.

Centralized Contracts Group
(A TATA Power and Odisha Government Joint Venture)
TP Central Odisha Distribution Limited
1st Floor, Anuj Building, Plot No.29, Satya Nagar, Bhubaneswar – 751007

Tender documents may be downloaded by interested eligible bidders from ODISHA DISCOM WEBSITE www.tpcentralodisha.com. In the event detailed tender documents can also be downloaded from ODISHA DISCOM/ TPNODL/ TPWODL/ ODISHA DISCOM WEBSITE or are received through email, the Tender Fee shall be compulsorily submitted either online through NEFT/ RTGS or demand draft/ Banker's cheque drawn in favor of "TP Central Odisha Distribution Limited", payable at Bhubaneswar only. Any such bid submitted without this Fee shall be rejected.

Bidders are requested to visit ODISHA DISCOM WEBSITE www.tpcentralodisha.com regularly for any modification/clarification/ corrigendum to the bid documents.

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1.3 Calendar of Events

(a)	Date of sale/ availability of tender documents from ODISHA DISCOM website/ARIBA E-Tender Portal of ODISHA DISCOM	09.09.2023
(b)	Date & Time of Pre- Bid Meeting	Will be notified (if any)
(c)	Last date and time of payment of Tender fees through RTGS/NEFT to get link for participation in E-Tender portal	16.09.2023 up to 18:00 Hours
(d)	Last Date of receipt of Pre-Bid queries in MS – Excel format through e-mail, (if any)	19.09.2023 up to 17:00 Hours, after which no queries will be entertained
(e)	Last Date of Posting Consolidated replies to all the Pre-Bid queries.	23.09.2023
(f)	Last date and time of receipt of Bids through ARIBA E-Tender portal	28.09.2023 up to 20:00 Hours
(g)	Date & Time of opening of Price of qualified bids	Will be notified to the successful bidders through our website / e-mail.

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

1.4 Mandatory documents required along with the Bid

- 1.4.1 EMD of requisite value and validity
- 1.4.2 Tender Fee in case the tender is downloaded from website
- 1.4.3 Requisite Documents for compliance to Qualification Criteria mentioned in Clause 1.7.
 - a. Audited P & L account for last Three Finance Years.
 - b. Performance certificate from the concerned clients to meet the Qualifying Criteria.
 - c. Under taking for availability of in house testing facility to carry out Routine and Acceptance test.
- 1.4.4 Duly signed and stamped 'Schedule of Deviations' as per Annexure III on bidder's letter head.
- 1.4.5 Duly signed and stamped 'Schedule of Commercial Specifications' as per Annexure IV on bidder's letter head.
- 1.4.6 Proper authorization letter/ Power of Attorney to sign the tender on the behalf of bidder.
- 1.4.7 Copy of PAN, GST, PF, Electrical License, and ESI Registration (In case any of these documents is not available with the bidder, same to be explicitly mentioned in the 'Schedule of Deviations')

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

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1.5 Deviation from Tender

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

1.6 Right of Acceptance/Rejection

Bids are liable for rejection in absence of following documents: -

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

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

1.7 Qualification Criteria

- i. The bidder should have average annual turnover of Rs. **75 Crores** in any of the three financial years from (FY 17-18, FY 18-19, FY 19-20, FY 20-21 & FY 21-22). Audited balance sheet, profit and loss account and auditors report from the statutory auditors of the company required).
- ii. Bidder shall be financially sound and stable. The liquid assets (Cash at Bank & Fixed Deposit) and Un-Utilized credit facility (both Fund & Non-Fund based) available from
 - a. bank(s) duly certified by the Bank(s)-within one Month prior to the date of Tender opening, should **not be less than 25 Crores**. Submit Original bank certificate towards Liquid Assets.
 - b. -The bidder has to furnish the certificate from the Chartered Accountant (CA) certifying the Annual Turnover of the company only based on audited balance sheet, profit & Loss statement.
- iii. The prospective Bidder(s) should be any Principal EPC/ Turnkey Contractor having Domicile in India independently, possessing valid HT/EHT Electrical Contractor License. In case, the HT/EHT license is not from ELBO Odisha, Contractor license for execution of works is to be obtained from the Office of the EIC-CUM-PCEI, Odisha.

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- a. However, the contractor should furnish the documents as a proof to TPNODL, that they have applied to the issuing authority for issuing of ELBO Contractor License within 15 days from the issue of Order. In case the Contractor license is not furnished within 40 Days from the issue of Order, TPNODL has the right to cancel the Order without any intimation to the BA.
- b. The Bidder should possess the followings:
- Valid EPF Registration Certificate.
 - Valid ESI Registration Certificate.
 - Valid GST Registration Certificate.
 - Valid PAN No.
- iv. The bidder must have executed, tested and commissioned similar jobs or above for Engineering, Supply, Erection & Commissioning of at least 2 Nos of 33/11kV or higher voltage class AIS Sub-Station (having Transformer Capacity of 5 MVA or above) on Turnkey basis in any utility/companies for a total value of Rs.50.00 cr. in last five years and also meet the following criteria:
- Have executed One single order of Rs. 30 Cr. during last 5 financial years. or
 - Have executed Two orders of Rs. 15 Cr. (each) during last 5 financial years. or
 - Have executed Three orders of Rs 10 Cr. (each) during last 5 financial years.

Bidder shall submit the Order copies / completion certificate issued by Power Utility/ Reputed Company.

- v. The bidder should submit the performance certificates from at least 2 reputed companies for similar turnkey (SITC) works at same or higher rating voltage, one of them must be from the power utility. The work against these issued certificates should be completed in last seven years from the date of bid submission.

Note: - In case the bidder has a previous association with Tata Power group Companies for similar products and services, the performance feedback for that bidder by Tata Power group companies shall only be considered irrespective of performance certificates issued by any third organization.

- vi. Bidder should not be blacklisted by any Govt. Organization / utility. Bidder has to submit undertaking for the same.
- vii. The Bidder must have Office Setup in State of Odisha with Odisha State GST Registration. Self-undertaking with complete address of registered Office and GST registration details has to be submitted along with the bid. Alternatively, bidders not having the Office & Odisha GST Registration may also participate and require to submit an undertaking with the bid "to open such Office with Odisha GST Registration" within 45 days from award of contract. Self-undertaking in this regard shall be submitted by the Bidder.

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- viii. Joint Venture/ consortium are not allowed. Self-undertaking in this regard has to be submitted by Bidder.
- ix. Bidder shall consider and supply of all equipment/ materials of the approved make only as per TPNODL approved vendor (OEM) List. Self-undertaking in this regard has to be submitted by BA.

Note: The evaluation of contractor's safety capability with evaluation of safety bid is part of qualifying requirement for participating packages.

***Preferential norms for Odisha MSMEs as mentioned hereunder shall also be applicable.**

1) Tender Fees

To participate in the tender, MSMEs registered in the State of Odisha shall pay Rs.1,000/- including GST towards cost of tender paper.

2) Earnest Money Deposit (EMD)

EMD shall be exempted for MSME registered in the State of Odisha. However, Bidder shall be barred to participate in the tendering process for a period of 2 years in case it backs out post award of the contract.

3) Qualification Requirement for Open Tenders

Qualification Requirement of Financial Turnover for MSME registered in the State of Odisha shall be reduced to 20% of the existing criteria.

For Technical Qualification, instead of relying on the volumes / value of earlier Supplies / Projects, assessment of the Bidder shall be done on the basis of feedback from Customers. Past performance experience at Tata Power and its Group Companies shall supersede feedback **from other Customers.**

4) Reservation for MSME

It shall be mandatory to 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.

5) Performance Bank Guarantees

Performance Bank Guarantee for MSME registered in the State of Odisha shall be 25% of the value normally prescribed.

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Note:

1. *In case the bidder has a previous association with Odisha DISCOM for similar products and services, the performance feedback for that bidder from Odisha DISCOM's User Group shall only be considered irrespective of performance certificates issued by any third organization. However, Odisha DISCOMs reserve the right to scrutinize and reject any of such existing vendors without assigning reason what so ever may be.*
2. *Based on latest / previous years experiences of Tata Power / Tata Power group companies with BA, Odisha DISCOM reserves the right to disqualify the bidders during techno - commercial evaluation of the bid.*
3. *Odisha DISCOM reserves the right to disqualify the bidder/s during techno - commercial evaluation of the bid, in case it is found that some matter / case pertaining to the bidder is prevalent under any kind of litigation (filed by either of the party) with Odisha DISCOMs / Tata Power / Tata Power group companies. This will also include old pending matters, if any, of erstwhile era."*

1.8 Marketing Integrity

We have a fair and competitive marketplace. The rules for bidders are outlined in the General Condition of Contracts. Bidders must agree to these rules prior to participating. In addition to other remedies available, CCG reserves the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the General Condition of Contracts. A bidder who violates the market place rules or engages in behavior that disrupts the fair execution of the marketplace, may result in restriction of a bidder from further participation in the marketplace for a length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

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

1.9 Supplier Confidentiality

All information contained in this tender is confidential and shall not be disclosed, published or advertised in any manner without written authorization from CCG. This includes all bidding information submitted to CCG. All tender documents remain the property of CCG and all suppliers are required to return these documents to CCG upon request. Suppliers who do not honor these confidentiality provisions will be excluded from participating in future bidding events.

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2.0 Evaluation Criteria

- The bids will be evaluated technically on the compliance to tender terms and conditions.*
- 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.*
- The bids will be evaluated commercially on the overall all-inclusive lowest cost basis, on overall tender BOQ [Annexure I]. Bidders has to mandatorily quote for all line items of complete BOQ. Failing to do so, Bids may be rejected.*
- CCG reserves the right to split the tender BOQ/qty among more than one bidder.*

Bidder shall mandatorily submit their capability to handle maximum quantum of Work during the contract tenure period. DISCOM/CCG reserves the right to decide the allocation of value/ quantity upon an individual BA, based upon its financial & Other capabilities

2.1 Price Variation Clause:

The prices shall remain “**FIRM**” during the entire contract period.

3.0 Submission of Bid Documents

3.1 Bid Submission

Bidders are requested to submit their offer in line with this Tender document. CCG shall respond to the clarification raised by various bidders and the replies will be sent to all participating bidders through e-mail and shall be posted at ODISHA DISCOM website/ e-tender portal.

Bids shall be submitted in 3 (Three) parts:

FIRST PART: “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 BG/ Bank Draft / Bankers Pay Order (issued from a scheduled Bank) favoring ‘TP Central Odisha Distribution Limited’. The original EMD has to be strictly in the format attached as **Annexure-XII** of this tender document and the same must reach to the address as mentioned in Cl. No. 1.2 with the tender No and contact person written on the top of the envelope, failing which it shall not be accepted 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.

ODISHA DISCOM Bank Details for transferring Tender Fee and EMD is as below:

Beneficiary Name – TP Northern Odisha Distribution Limited
 Bank Name – Union Bank of India
 Branch Name – Balasore Branch
 Account No – 500601010280332; IFSC Code – UBIN0550060

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In case the EMD is in the form of BG, the original hard copy must reach to the address mentioned in Sl. No.1.2 before opening of the Bid.

SECOND PART: “TECHNICAL BID” shall contain the following documents:

- a) Documentary evidence in support of qualifying criteria
- b) Technical literature/GTP/Type test report etc. *(if applicable)*
- c) Qualified manpower (if available)
- d) Testing facilities *(if applicable)*
- e) No Deviation Certificate as per the Annexure III – Schedule of Deviations
- f) Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, payment terms etc. as per the Annexure IV – Schedule of Commercial Specifications.
- g) Quality Assurance Plan/Inspection Test Plan for supply items *(if applicable)*
- h) Safety Bid- Annexure AA

The technical bid shall be properly indexed and is to be submitted through E-Tender portal of ODISHA DISCOM.

THIRD PART: “PRICE BID” shall contain only the price details and strictly in format as mentioned in Annexure I with explicit break up of basic prices, Taxes & duties, Freight etc. In case any discrepancy is observed between the item description stated in Schedule of Items mentioned in the tender and the price bid submitted by the bidder, the item description as mentioned in the tender document (to the extent modified through Corrigendum issued if any) shall prevail.

FOR BIDS INVITED THROUGH E-PROCUREMENT PORTAL:

The interested bidders are requested to obtain user name and password for purpose of bid submission through e-procurement portal (tatapower.sourcing.ariba.com).

Bids shall be submitted in 3 (Three) parts on the assigned folder of E-Tender site. May please refer the user manual available at (tatapower.sourcing.ariba.com).

Bids have to be mandatorily submitted only through e-procurement portal of Tata Power. Bids submitted through any other form/ route shall not be admissible.

The EMD in the form of Bank Draft / BG / Bankers Pay Order shall be submitted in original hard copy and then placed in sealed envelope which shall be clearly marked as below:

EMD

“Engineering, Supply, Erection & Commissioning of 5 Nos of PSS along with associated 33 & 11 kV Line on “Turnkey Contract Basis” for TPNODL.”

Please mention our Enquiry Number: - TPCODL/CCG/2023-24/038 on the Tender and drop the same at TP Central Odisha Distribution Limited, 2nd Floor, IDCO Towers, Janpath, Bhubaneswar-751019.

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The envelope shall be addressed to:

Chief- Centralized Contracts Group
(A TATA Power and Odisha Government Joint Venture)
TP Central Odisha Distribution Limited
1st Floor, Anuj Building, Plot No.29, Satya Nagar, Bhubaneswar – 751007

The envelope shall also bear the Name and Address of the Bidder along with our Tender No. and subject.

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

The Bidder has the option of sending the Bids in person or by post. **(NOT APPLICABLE TO THIS TENDER)** However late receipt due to postal delay or any other reason will not be entertained. Bids submitted by Email/ Telex/ Telegram / Fax will be rejected. **No request from any Bidder to the CCG to collect the proposals from Courier/ Airlines/ Cargo Agents etc. shall be entertained by the CCG.**

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 the bid.

A bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent' or other designation without disclosing his principal will be rejected.

The Bidder's name stated on the Proposal shall be the exact legal name of the firm.

3.2 Contact Information

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

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Communication Details:

Name: Mr. Sumit Kumar
Contact No- 8003383014
E-Mail ID : sumitkumar@tpsouthernodisha.com
Name: Mr. Vipin Chauhan (Head-CCG)
Contact No: 9717393121
E-Mail ID: Vipin.Chauhan@tpnodl.com

3.3 Bid Prices

Bidders shall quote for the entire Scope of Supply / work as per the Technical Specification (Annexure-II) with a break up of prices for individual items and Taxes & duties. The bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each item & total price with taxes, duties & freight up to destination at ODISHA DISCOM Website. The all-inclusive prices offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during the execution of the supply work, breakup of price constituents.

The quantity break-up shown else-where other than Price Schedule is tentative. The bidder shall ascertain himself regarding material required for completeness of the entire work. Any items not indicated in the price schedule but which are required to complete the job as per the Technical Specifications/ Scope of Work mentioned in the tender, shall be deemed to be included in prices quoted.

3.4 Bid Currencies

Prices shall be quoted in Indian Rupees Only.

3.5 Period of Validity of Bids

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

Notwithstanding clause above, the CCG may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and responses thereto shall be made in writing.

3.6 Alternative Bids

Bidders shall submit Bids, which comply with the Bidding documents. Alternative bids will not be considered. The attention of Bidders is drawn to the provisions regarding the rejection of Bids in the terms and conditions, which are not substantially responsive to the requirements of the bidding documents.

3.7 Modifications and Withdrawal of Bids

The bidder is not allowed to modify or withdraw its bid after the Bid's submission. The EMD as submitted along with the bid shall be liable for forfeiture in such event.

3.8 Earnest Money Deposit (EMD)

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

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

- Banker's Cheque/ Demand Draft/ Pay order drawn in favor of "TP Central Odisha Distribution Limited", payable at Bhubaneswar.
- Online transfer of requisite amount through NEFT/ RTGS.
- Bank Guarantee valid for 210 days after due date of submission.

The EMD shall be forfeited in case of:

a) The bidder withdraws its bid during the period of specified bid validity.

Or

- b) The case of a successful bidder, if the Bidder does not
- i) accept the purchase order, or
 - ii) furnish the required performance security BG

3.9 Type Tests (if applicable)

The type tests specified in CCG specifications should have been carried out within five years prior to the date of opening of technical bids and test reports are to be submitted along with the bids. If type tests carried out are not within the five years prior to the date of bidding, the bidder will arrange to carry out type tests specified, at his cost. The decision to accept/ reject such bids rests with CCG.

4.0 Bid Opening & Evaluation process

4.1 Process to be confidential

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

4.2 Technical Bid Opening

Bids will be opened at ODISHA DISCOM Office, Bhubaneswar as per the schedule mentioned in Calendar of Events. In case of limited tenders, the bids shall be opened internally by CCG. In case of Open Tenders, the bids shall be opened in the presence of accredited representatives of bidders who may choose to be present at the time of tender opening. Technical bid must not contain any cost information whatsoever.

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

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

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4.3 Preliminary Examination of Bids/Responsiveness

CCG will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order. CCG 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, CCG will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the Goods offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation.

Bid determined as not substantially responsive will be rejected by the CCG and/or the CCG and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

4.4 Techno Commercial Clarifications

Bidders need to ensure that the bids submitted by them are complete in all respects. To assist in the examination, evaluation and comparison of Bids, CCG may, at its discretion, ask the Bidder for a clarification on its Bid for any deviations with respect to the CCG specifications and attempt will be made to bring all bids on a common footing. All responses to requests for clarification shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted owing to any clarifications sought by CCG. After all techno-commercial issues are clarified, the Price Bid of the qualified bidders complying all Techno-Commercial conditions will be opened.

4.5 Price Bid Opening

Opening of Price bids is sole concerned upon the Techno-Commercial Evaluation. 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 CCG without any further correspondence in this regard.

4.7 Reverse Auctions

CCG reserves the right to conduct the Reverse Auction (instead of public opening of price bids) for the products/ services being asked for in the tender. The terms and conditions for such reverse auction events shall be as per the Acceptance Form attached as Annexure VI of this document. The bidders along with the tender document shall mandatorily submit a duly signed copy of the Acceptance Form attached as Annexure VI as a token of acceptance for the same.

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5.0 Award Decision

Odisha Discoms will award the contract to the successful bidder whose bid has been determined to be the lowest-evaluated responsive bid as per the Evaluation Criterion mentioned at Clause 2.0. The Cost for the said calculation shall be taken as the all-inclusive cost quoted by bidder in Annexure I (Schedule of Items) subject to any corrections required in line with Clause 4.3 above. The decision to place rate contract / purchase order/LOI solely depends on CCG on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that CCG may deem relevant.

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

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

6.0 Order of Preference/Contradiction:

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

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

7.0 Post Award Contract Administration

7.1 Special Conditions of Contract

a) Award of Contract:

After finalization of tender, Firm order shall be issued on Business Associate.

The Contractor shall complete the Survey of the assigned project jointly with authorized person(s) / agency of ODISHA DISCOM & submit Joint Survey Report (substation / Circle wise, as applicable) along with SLD, BOQ & proposed work completion Schedule to DISCOM for approval within 15 days of issue of RC.

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

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b) Prices/ Rates/ Taxes

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

c) Project Completion Period:

Overall Project has to be completed within **31st March'2024**. L-1 Schedule (Submission of Activity wise Milestones to complete the project within scheduled time line) shall be furnished with the Bid documents. The Supply shall be sequential and as per agreed milestones

d) Performance Guarantee:

The Contract Performance Bank Guarantee (CPBG) amount shall be equal to Three percent (3%) of the Rate Contract Price (including GST). Bank Guarantee shall be valid for work completion period plus Guarantee Period i.e. (7 Months + 60 Months = 67 months). Claim period shall be 12 months from the date of Bank Guarantee Validity. If the work completion period gets extended the Contract Performance Bank Guarantee shall be extended accordingly. In case the contract price gets revised, BA shall submit the amended Bank Guarantee to that effect. The aforesaid CPBG shall be returned to the Contractor after successful completion of the guaranteed obligations under the contract.

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

In the event of any emergency, where in the judgment of the Engineer-In-Charge, delay would cause serious loss or damages, repair may be made by the Engineer-In-Charge or a third party chosen by the Engineer-In-Charge without advance notice to the Contractor and the cost of such work shall be recovered from the Contractor. In the event such action is taken by the Engineer-In-Charge, the Contractor will be notified in due course and he shall assist wherever possible in making necessary corrections. This shall not relieve the Contractor of his liabilities under the terms and conditions of the Contract.

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

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e) Latent Defect Warranty:

The period of latent defect warranty **shall be 10 years reckoned from the date of completion of guarantee period** commencing immediately after the satisfactory commissioning for the entire works under the contract.

The latent defect warranty shall mean such warranties which are 'Latent' to the equipment supplied or erected which would not normally be discovered/seen by an inspection nor discoverable during the trial run. These are concealed flaws which one would normally not expect from the item during the execution of the contract or during the guarantee period but subjected from a manufacturing defect for which the contractor shall remain liable for replacement/rectification for such 'Latent' defect.

Owner shall exercise the right of latent defect warranty for replacement/rectification of Supply/Workmanship.

Owner will have a claim in damages against the contractor if the defects are a result of the Contractor's breach of contract and/or negligence and OWNER suffers loss as a result.

f) Liquidated Damages / Penalty:

If the Contractor fails to supply the Materials/Equipment or fails to complete the erection including civil works within the due date of agreed key mile stones as defined in the Works Completion Schedule, ODISHA DISCOM has the right to levy LD @0.5% for each week of delay or part thereof of the contract price of un-finished portion of works subject to the maximum of 5% (five percent) of the total contract price.

g) INSPECTION AND TESTING:

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

h) The Engineer-In-Charge shall have the right to re-inspect any equipment/materials though previously inspected and approved by him at the Contractor's or its Vendor's works, before and after the same are erected at Site. If by the above inspection, ODISHA DISCOM rejects any equipment, the Contractor shall make good for such rejections either by **replacement** or modifications/repairs as may be necessary to the satisfaction of the Engineer-In-Charge, free of cost. Such replacement will also include the replacements or re-execution of such of those works of other Contractors and/or

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agencies, which might have got damaged or affected by the replacements or re-work done to the Contractor's/Vendor's work.

i) Inspection Cost:

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

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

j) Store & Storage Insurance:

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

k) Surplus Materials/Equipment:

- I. Bidder shall plan & execute the Contract in a manner such that no surplus materials/Equipment is accumulated after completion of the Contract.
- II. Surplus Materials/Equipment including construction surplus of the civil works arising out of the contract, if any, the same shall be taken back by the Contractor without any cost to ODISHA DISCOM.

l) Right of Way:

The responsibilities of acquiring Right of Way (ROW) lies with contractor at his risk and cost. However, ODISHA DISCOM will facilitate process of securing the ROW. The Acquisition of land for Sub- Stations shall be the sole responsibility of ODISHA DISCOM. Whereas the Contractor shall be responsible for securing the Row for lines/ Infra works. Similarly, responsibilities of getting clearance from Railway, NHAI, Forest, Water and other Statutory/Govt. bodies lie with the contractor at his risk and cost

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(except payment of statutory fees). However, ODISHA DISCOM will facilitate the process for getting clearance and reimburse the Statutory Fee on production of receipts for such payment. The Reinstatement of Roads (damaged during laying of UG Cable) & other RoW compensation are to the account of the EPC Contractor, however statutory fees paid, if any will be reimbursed by ODISHA DISCOM.

m) Embossing / Punching / Casting:

All equipment and materials supplied /erected under the Project shall bear distinct mark of "TPNODL/ FY23-24/ODSSP Phase V" by a way of embossing / punching / casting. This should be clearly visible to naked eye.

n) Electricity & Water:

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

- o) ODISHA DISCOM may appoint an appropriate Project Management Agency (PMA) to assist ODISHA DISCOM in monitoring the physical & financial progress of this Project. Under such arrangement by ODISHA DISCOM, the turnkey contractor shall be required to execute the project under supervision/ monitoring of PMA.

p) New Items:

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

- II. The increase in quantity w.r.t items in BOQ or inclusion of new item(s), however, shall always be subject to the prior approval of the competent authority/ EIC of the project.

- q) 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.

7.2 Drawing Submission & Approval

NA

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7.3 Delivery Terms

As per point 7.1.

7.4 Warranty Period

Not Applicable.

7.5 Payment Terms

The payment shall be payable within **thirty (30) days** of receipt of the Contractor's invoice, subject to fulfillment of all the conditions for release of such payment. Owner will also make progressive payment against supply of materials/equipment, erection & commissioning within **thirty (30) days** of receipt of the Contractor's invoice, subject to fulfillment of all the conditions for release of respective stages of payment schedule.

A) Inception Cost

Inception Cost (10%) of the contract price of each RO:

Inception cost of ten percent (10%) of the Contract price shall be made subject to the following:

- I. Submission of "Tax Invoice", in terms of the CGST and OGST Rules, as applicable under GST law in triplicate for claiming such inception cost.
- II. Acknowledgement of the Contract Order by the Contractor.
- III. Submission and approval of Contract Performance Bank Guarantee
- IV. Submission and Approval of Works Completion Schedule defining the Key Mile stones of project activities, survey report, BOQ based on survey report and layout/ route diagram.
- V. Evidence of establishment of Project Office for the concerned Package/works.
- VI. Submission and Acceptance of unconditional & irrevocable Bank Guarantee issued in favour of TPNODL., for the equivalent amount of inception cost (10% of Order Value) in accordance with the Bank Guarantee Proforma attached. The said Bank Guarantee shall be initially valid for 30 days over and above the schedule date of Contract completion period of work. If the Contract period gets extended, the Bank Guarantee shall also be extended accordingly. Besides above, any other documents as required by the Engineer-In-Charge.

For Supply Component

On supply of Materials/ Equipment, Contractors shall raise Tax Invoice for the 60% of the Basic price (taxable value) of Supplies on 100% of the Basic Price (taxable value) of Supplies. TPNODL shall release progressive payment accordingly, subject to the following;

- I. On completion of supply, receipt, verification & acceptance of the materials/ equipment at Project Site / Contractor's Project Stores/TPNODL's designated Stores or such

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- destination specified in dispatch instruction by the Authorized Officer of TPNODL/Agency engaged for the said purpose.
- II. Evidence of dispatch (Tax Invoice of the Vendor), R/R or L/R, Challan & packing list identifying contents of each shipment, Copy of Contractor's e-way bills.
 - III. Contractor's detailed Tax Invoice for the 60% of the Basic price (taxable value) of Supplies along with CGST plus OGST or IGST on 100% of the Basic Price (taxable value) of Supplies as per the GST guideline.
 - IV. Storage-Cum-Erection Insurance Policy / Certificate endorsing TPNODL as principal insured.
 - V. Contractor's Guarantee Certificate of Quality covering the entire Guarantee period.
 - VI. Material Dispatch Clearance Certificate (MDCC) issued by TPNODL.
 - VII. Physical Verification and Acceptance of Equipment/Materials (MVAC).
 - VIII. Certification of Embossing/Punching/Casting/Painting by the verifying & accepting Authority as per the relevant clause.
 - IX. Approved Inspection certificate.
 - X. Approved Type Test Report(s).
 - XI. Submission of Indemnity Bond equivalent to the total cost of the Materials/Equipment supplied.
 - XII. Besides above, any other documents as required by the Engineer-In-Charge.

II) Progressive Payment (20%):

Contractors shall raise Invoice for the 20% of the Basic price (taxable value) of Supplies against erection, Installation and commissioning of such materials and

Equipment supplied. TPNODL shall release progressive payment accordingly, subject to the following;

- I. Invoice (20% of the Basic price (taxable value) of Supplies duly certified by the Engineering in Charge.
- II. Copy of the Tax Invoice earlier submitted at the time of releasing 60% progressive payment.
- III. Copy of Joint Measurement Certificate (JMC) for the Erection, Installation and Commissioning of such supplied Equipment/Materials. Copy of Handing over Report is required for Spare materials.
- IV. Submission and acceptance of Material Utilization Statement.
- V. Besides above, any other documents as required by the Engineer-In-Charge.

(III) Final Payment (10%):

The balance Ten percent (10%) of the Contract Value shall be made as mentioned below; Contractors shall raise Invoice for the 10% of the Basic price (taxable value) of Supplies after successful Commissioning and taking over of complete project under the Contract. TPNODL shall release the above payment towards supply subject to the following;

- I. Submission of 10% Invoice of Supplies duly certified by the Project Manager.
- II. Copy of Certificate from Electrical Inspectorate.

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- III. Copy of evidence of Test charge of the works.
- IV. Submission and acceptance of final Material Reconciliation Statement for the entire works under the Contract based on the MVAC vis-à-vis JMC.
- V. Submission and approval of amended Contract Performance Bank Guarantee for the extended work completion period, if any.
- VI. Evidence of Return of dis-mantled items, if any, to TPNODL.
- VII. Evidence of Return of Unused OSM items, if any, to TPNODL.
- VIII. Work Completion Certificate for each completed work duly certified by the Engineer-In Charge.
- IX. Signing of Handing over and Taking Over Certificate.
- X. Besides above, any other documents as required by the Engineer-In-Charge.

(C) FOR ERECTION COMPONENT**Progressive Payment (80%) for Erection, Installation and Commissioning:**

On successful Erection and Installation of the works, Contractors shall raise Tax Invoice on the 80% of the Basic price (taxable value) of Erection portion along with 100% of the CGST plus OGST, or IGST on the Basic Price (taxable value) of Erection portion, as the case may be thereon. TPNODL shall release progressive payment accordingly subject to the following;

- I. Tax Invoice on the 80% certified by the Engineer-In- Charge.
- II. Monthly Material Utilization Certificate duly certified by the Engineer-In-Charge / Project Manager.
- III. Joint Measurement certificate (JMC) jointly signed by the Engineer-In-Charge / Project Manager and the Contractor.
- IV. Return of dismantled materials, if any, duly acknowledged / certified by the concerned Engineer-In-Charge / Project Manager. Acceptance of Contract Performance Bank Guarantee.
- V. Copies of all statutory documents such as Project License, Valid Labour License, GST Registration certificate and Storage-Cum-Erection Insurance Certificate shall be furnished against the first running bill.
- VI. For Civil Works erection component, contractor shall submit copies of Pour Card, Cube Test report with the documents mentioned above.
- VII. Besides above, any other documents as required by Engineer-In-Charge / Project Manager.

7.6 Climate Change

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

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7.7 Ethics

- Odisha DISCOMs are ethical organization and as a policy, DISCOM lays emphasis on ethical practices across its entire domain. Bidder should ensure that they should abide by all the ethical norms and in no form either direct or indirect. He shall also employ necessary watch and ward establishment for the purpose.
- Odisha 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 GCC attached at Annexure X for more information.

Any ethical concerns with respect to this tender can be reported to the following e-mail ID: pradip.sil@tpcentralodisha.com

8.0 Specification and standards:

Attached separately with tender.

9.0 General Condition of Contract

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

10.0 Safety

Safety related requirements as mentioned in our safety Manual is put in the Company's website and same shall be strictly followed.

<http://www.tatapower.com>

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

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ANNEXURE I**(Price Schedule attached Separately with the tender)****NOTE:**

1. The bidders are advised to quote prices strictly in the format attached.
2. The bidder must fill each and every line item & column of the format attached. Mentioning "extra/inclusive" in any of the column may lead for rejection of the price bid.
3. No cutting/ overwriting in the prices is permissible.
4. The bidders shall quote against each of the line items as indicated in the BOQ. The above quantity is based on DISCOM estimate. It is indicative only and is not binding on DISCOM for fulfilment. Actual quantities may vary as per DISCOM's requirements.
5. In case it is observed that if any bidder has quoted prices which is unviable as assessed by DISCOM committee, Odisha DISCOM reserves the right to out rightly-reject such bid.
6. The offered Price will be evaluated on overall all Inclusive BOQ value to arrive at the lowest offered Price by each bidder.
7. The bidders are advised to quote prices strictly in the price bid format. Failing to do so, bids are liable for rejection.

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Northern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

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ANNEXURE II

Technical Specification- Not Applicable.

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ANNEXURE III**Schedule of Deviations**

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

*Unless **specifically** mentioned in this schedule, the tender shall be deemed to confirm the CCG's specifications:*

S. No.	Clause No.	Tender Clause Details	Details of deviation with justifications

By signing this document we hereby withdraw all the deviations whatsoever taken anywhere in this bid document and comply to all the terms and conditions, technical specifications, scope of work etc. as mentioned in the standard document except those as mentioned above.

Seal of the Bidder:

Signature:

Name:

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ANNEXURE IV**Schedule of Commercial Specifications**

(The bidders shall mandatorily fill in this schedule and enclose it with the offer Part I: Technical Bid. In the absence of all these details, the offer may not be acceptable.)

S. No.	Particulars	Remarks
1.	Prices firm including GST	Yes / No
2.	Delivery	Weeks / months
3.	Guarantee clause acceptable	Yes / No
4.	Terms of payment acceptable	Yes / No
5.	Performance Bank Guarantee acceptable	Yes / No
6.	Liquidated damages clause acceptable	Yes / No
7.	Validity (180days) (From the date of opening of technical bid)	Yes / No
8.	Inspection during stage of manufacture	Yes / No
9.	Rebate for increased quantity value)	Yes / No (If Yes, indicate
10.	Change in price for reduced quantity	Yes / No (If Yes, indicate value)
11.	Covered under Small Scale and Ancillary Industrial Undertaking Act 1992 Reg'n No.)	Yes / No (If Yes, indicate, SSI

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ANNEXURE V**Checklist of all the documents to be submitted with the Bid**

Bidder has to mandatorily fill in the checklist mentioned below: -

S. No.	Documents attached	Yes / No / Not Applicable
1	EMD of required value	
2	Tender Fee as mentioned in this RFQ	
3	Company profile/ organogram	
4	Signed copy of this RFQ as an unconditional acceptance	
5	Duly filled schedule of commercial specifications (Annexure IV)	
6	Sheet of commercial/technical deviation if any (Annexure III)	
7	Audited 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/International Accredited Lab.) 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	
20	Valid BEE certification to use star Level for the offered Transformers	
21	Self declaration in company letter head to furnish TTR within stipulated time as per the format attached in Annexure-XI	
22	Self declaration in company letter head confirming production capacity as OEM to meet the tendered quantity	

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Annexure VI**Acceptance Form for Participation In Reverse Auction Event***(To be signed and stamped by the bidder)*

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

Signature & Seal of the Bidder

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TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Northern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

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Annexure VII

**SCOPE OF WORK AND SERVICE LEVEL AGREEMENT
(Attached separately)**

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Northern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

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Annexure VIII

**General Condition of Contract (GCC)
(Attached separately)**

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Northern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

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Annexure IX

Safety Policy and Safety Terms and Conditions- Attached Separately

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Annexure X**Tata Code of Conduct (TCoC)**

The Owner abides by the Tata Code of Conduct in all its dealing with stake holders and the same shall be binding on the Owner and the Contractor for dealings under this Order/ Contract. A copy of the Tata Code of Conduct is available a tour website:

<https://www.tatapower.com/pdf/aboutus/Tata-Code-of-Conduct.pdf>

The Contractor is requested to bring any concerns regarding this to the notice of our Chief Procurement & Stores e-mail ID: pkjain@tatapower.com

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Annexure XI**Environment & Sustainability Policy****CORPORATE ENVIRONMENT POLICY**

Tata Power is committed to a clean, safe and healthy environment, and we shall operate our facilities in an environmentally sensitive and responsible manner. Our commitment to environmental protection and stewardship will be achieved by:

- Complying with the requirements and spirit of applicable environmental laws and striving to exceed required levels of compliance wherever feasible
- Ensuring that our employees are trained to acquire the necessary skills to meet environmental standards
- Conserving natural resources by improving efficiency and reducing wastage
- Making business decisions that aim towards sustainable development
- Engaging with stakeholders to create awareness on sustainability

(Praveer Sinha)
CEO & Managing Director

Date: 15th June, 2018



CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/2023-24/038



CORPORATE SUSTAINABILITY POLICY

At Tata Power, our Sustainability Policy integrates economic progress, social responsibility and environmental concerns with the objective of improving quality of life. We believe in integrating our business values and operations to meet the expectations of our customers, employees, partners, investors, communities and public at large

- We will uphold the values of honesty, partnership and fairness in our relationship with stakeholders
- We shall provide and maintain a clean, healthy and safe working environment for employees, customers, partners and the community
- We will strive to consistently enhance our value proposition to the customers and adhere to our promised standards of service delivery
- We will respect the universal declaration of human rights, International Labour Organization's fundamental conventions on core labour standards and operate as an equal opportunities employer
- We shall encourage and support our partners to adopt responsible business policies, Business Ethics and our Code of Conduct Standards
- We will continue to serve our communities:
 - By implementing sustainable Community Development Programmes including through public/private partnerships in and around our area of operations
 - By constantly protecting ecology, maintaining and renewing bio-diversity and wherever necessary conserving and protecting wild life, particularly endangered species
 - By encouraging our employees to serve communities by volunteering and by sharing their skills and expertise
 - By striving to deploy sustainable technologies and processes in all our operations and use scarce natural resources efficiently in our facilities
 - We will also help communities that are affected by natural calamities or untoward incidence, or that are physically challenged in line with the Tata Group's efforts

The management will commit all the necessary resources required to meet the goals of Corporate Sustainability.

(Praveer Sinha)
CEO & Managing Director

Date: 15th June, 2018

TATA POWER
Lighting up Lives!



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Annexure XII**Format of BID BG**

Whereas (Name of the Contractor), a Company incorporated under the Indian Companies Act 1956, having its Registered office at _____, (hereinafter called the "BIDDER") has in response to your Invitation to Bid against Enquiry No. _____ dated _____, for (name of work), offered to supply and/or execute the works as contained in Employers letter dated _____.

AND WHEREAS BIDDER is required to furnish to you a Bank Guarantee for the sum of Rs. _____/-(Rupees ____ only) as Earnest Money against Bidder's offer as aforesaid.

AND WHEREAS we, (name of the bank) having our Registered Office at _____ and Branch office at _____, have at the request of Bidder, agreed to give you this Guarantee as hereinafter contained.

NOW THEREFORE, in lieu of earnest money deposit, we, the undersigned, hereby covenant that the aforesaid Bid of the BIDDER shall remain open for acceptance by you during the period of validity as mentioned in the Bid Document or any extension thereof as requested by you and if Bidder shall for any reason back out, whether expressly or impliedly, from this said Bid during the period of its validity or any extension thereof as aforesaid, we hereby guarantee to you the payment of the sum of Rs. _____/-(Rupees ____ only) on demand and without demur and notwithstanding the existence of any dispute between you and the BIDDER in this regard and we hereby further agree as follows:

- (a) You shall have the right to file/make a claim on us under the Guarantee for a further period of six months from the said date of expiry.
- (b) That this guarantee shall not be revoked during its currency without your written express consent.
- (c) That you may without affecting this guarantee grant time or other indulgence to or negotiate further with BIDDER in regard to the conditions contained in the said Bid

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NIT No.: TPCODL/CCG/2023-24/038

document and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between you and BIDDER.

- d) That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of BIDDER.
- (e) That any account settled between you and BIDDER shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- (f) That this guarantee commences from the date hereof and shall remain in force till BIDDER, if his Bid is accepted by you, furnishes the Contract Performance Guarantee as required under the said specifications and executes formal Contract Agreement as therein provided or till ____Days (__days) from the date of submission of the Bid by the BIDDER i.e. (expiry date), whichever is earlier.
- (g) That the expression, BIDDER and Bank, and OWNER herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assignees.
- (h) Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs._____/-(Rupees _____only) and the Guarantee will remain in force upto and including and shall be extended from time to time for such period or periods as may be desired by you. Unless a demand or claim under this Guarantee is received by us in writing within six months from (expiry date), i.e. on or before (claim period date), we shall be discharged from all liabilities under this guarantee thereafter.
- (i) Any claim/extension under the guarantee can be lodgeable at issuing outstation bank or at Bhubaneswar branch and claim will also be payable at Bhubaneswar Branch. **(To be confirmed by Bhubaneswar Branch by a letter to that effect)**

Notwithstanding anything contained hereinabove:

- a) Our liability under this Bank Guarantee shall not exceed Rs._____/-(Rupees _____ only).
- b) This Bank Guarantee shall be valid upto ----- 20__.

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- c) Our Liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ----- 20__.

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