

NIT No.: TPCODL/P&S/2026-27/1000012484

Open Tender Notification

For

**Design, Supply, Installation, Testing and commissioning of
Conversion of 33/11KV Outdoor Primary substations (PSS) to
Indoor PSS under SDMF-III**

Tender Enquiry No.: TPCODL/P&S/2026-27/1000012484

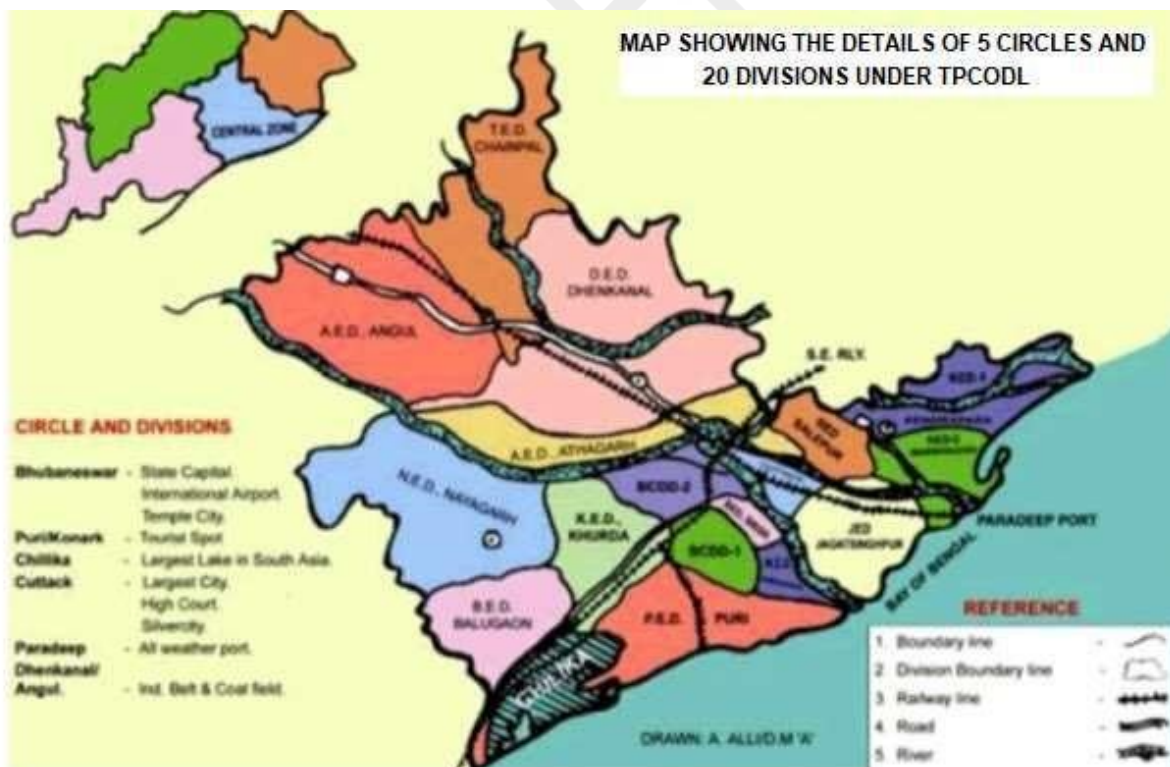
Due Date for Bid Submission: 21.08.2026 [15:00 Hrs.]

**The Tata Power Central Odisha Distribution Limited
1st Floor, Anuj Building, 29, Satya Nagar,
Bhubaneswar-751007**

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PREAMBLE

TP Central Odisha Distribution Limited (TPCODL) is a joint venture between Tata Power and the Government of Odisha with the majority stake being held by Tata Power Company (51%). TPCODL is a state electricity distribution utility with sole rights to distribution of electricity in the Central Zone in Odisha covering the distribution circles of Bhubaneswar, Cuttack, Paradeep and Dhenkanal in accordance with the Electricity Act. Tata Power Company has successfully won the bid to own the license for the distribution and retail supply of electricity in Odisha's five circles constituting Central Electricity Supply Utility of Odisha (CESU). It came into operation with effect from 01.06.2020. TPCODL serves a population of 1.36 Crore with Customer Base of 26 Lakh and a vast Distribution Area of 29, 354 Sq. Km. The primary business activity includes purchase of power from GRIDCO Ltd at BSP rate and distribute to consumers. The field structure has been presented below:



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Name of 20 Electrical Distribution Divisions are as follows:

1. Bhubaneswar City Distribution Division-I (BCDD-I)
2. Bhubaneswar City Distribution Division-II (BCDD-II)
3. Bhubaneswar Electrical Division (BED)
4. Nimapada Electrical Division, Nimapada (NED)
5. Khurda Electrical Division, Khurda (KED)
6. Balugaon Electrical Division, Balugaon (BEDB)
7. Nayagarh Electrical Division, Nayagarh (NYED)
8. Puri Electrical Division, Puri (PED)
9. City Distribution Division-I, Cuttack (CDD-I)
10. City Distribution Division-II, Cuttack (CDD-II)
11. Cuttack Electrical Division, Cuttack (CED)
12. Athagarh Electrical Division, Athagarh (AED)
13. Salipur Electrical Division, Salipur (SED)
14. Dhenkanal Electrical Division, Dhenkanal (DED)
15. Talcher Electrical Division, Chainpal (TED)
16. Angul Electrical Division, Angul (ANED)
17. Kendrapara Electrical Division, Kendrapara (KED-I)
18. Kendrapara Electrical Division, Marshaghai (KED-II)
19. Jagatsinghpur Electrical Division, Jagatsinghpur (JED)
20. Paradeep Electrical Division, Paradeep (PDP)

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**VERY VERY IMPORTANT FOR THE PROSPECTIVE BIDDERS TO NOTE
PRIOR TO GOING THROUGH THE TENDER DOCUMENT**

The bidders have to pay the requisite tender fees prior to submission of Pre-Bid queries (if any). The queries of the bidders who have paid the tender fees will be considered for clarification only. The queries of un-paid bidders shall not be considered for clarification. The queries are to be submitted in editable format of MS-Excel through e-mail only.

INFORMATION TO THE BIDDERS TO PARTICIPATE IN E-TENDER SYSTEM OF TPCODL

Procedure to Participate in Tender

Tender Enquiry No - TPCODL/P&S/2026-27/1000012484

Tender No.	Enquiry	Work Description	Estimated Value	EMD (Rs.) *	Tender Fee (Rs.) **	Last Date and Time for payment of Tender Fee
TPCODL/P&S/2026-27/1000012484		Design, Supply, Installation, Testing and commissioning of Conversion of 33/11KV Outdoor Primary substations (PSS) to Indoor PSS under SDMF-III	44 Cr	22,00,000	5,000	12.08.2026

* 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 VIIa"

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

Procedure to Participate in Tender.

Following steps to be done before “Last date and time for Payment of Tender Fee” as mentioned above:

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

- a. Tender Enquiry number
- b. Name of authorized person
- c. Contact number of authorized person
- d. E-mail id of authorized person
- e. Name of Firm
- f. Address of Firm

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- g. GST Registration No
- h. Details of submission of Tender Fee
- i. MSME Certificate, wherever applicable
- j. Details of Bank Account for refund of EMD
- k. Postal Address for refund of EMD

2. Non-Refundable Tender Fee, as indicated in table above, to be submitted in the form of Direct Deposit in the following bank account and submit the receipt along with a covering letter clearly indicating the Tender Reference/ Enquiry Number –

Beneficiary Name – TP Central Odisha Distribution Ltd.

Bank Name – STATE BANK OF INDIA

Branch Name – IDCO Towers, Bhubaneshwar

Address – PO- Sahidnagar, Janapath, Bhubaneswar.

Branch Code – 7891

Account No – 10835304915

IFSC Code – SBIN0007891

E-mail with necessary attachment of 1 and 2 above to be sent to liki.debata@tpcentralodisha.com with copy to asish.karmakar@tpcentralodisha.com before last date and time for payment of Tender Fee.

Interested bidders to submit Tender Fee and Authorization Letter before Last date and time as indicated above, after which link from TPCODL E-Tender system (Ariba) will be shared for further communication and bid submission.

Please note all future correspondence regarding the tender, bid submission, bid submission date extension, Pre-bid query etc will happen through TPCODL E-Tender system (Ariba). User manual to guide the bidders to submit the bid through E-Tender system (Ariba) is enclosed.

All communication will be done strictly with the bidders who have done the above step to participate in the Tender.

Also it may be strictly noted that once date of “Last date and time for Payment of Tender Participation Fee” is lapsed no Bidder will be sent link from TPCODL E-Tender System (Ariba). Without this link vendor will not be able to participate in the tender. Any last moment request to participate in tender will not be entertained.

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

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-. Steps for E-tender submission: -

Step 1:

The bidder can get primary information about the tender from the NEWSPAPER advertisement / TPCODL website (in case of open tender) / invitation through e-mail (in case of limited tenders)

Step 2:

First the prospective Bidder who intends to participate in an open tender should deposit the requisite tender fee as mentioned in the tender document through NEFT/ RTGS in the a/c of TPCODL as mentioned in the tender document. Deposit of the Tender fee should be made within the scheduled time for such deposit as indicated in the Tender document

Step 3:

After deposit of the tender fee, the bidder should furnish the following information through e-mail to the contact person indicated in the tender document.

Step 4:

After receipt of the above information through e-mail, Vendor will get an **invitation e-mail** from ARIBA System which is the e-tendering platform of TPCODL. In this mail there will be an online link as **Click Here** to participate in the tender. The link is **valid for 48 hrs** only.

Step 5: Click **"Click Here"** to access this event.

Step 6:

If you are bidding first time for TPCODL 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.

Those who are already having User Name and password for accessing TPCODL events, they can LOGIN using same User Name and password.

Step 7:

Click Continue. The simple one-page registration screen will open for first time user. **All * mark mandatory field to be filled in.**

Step 8:

You will be able to see the RFQ (i.e Detail Tender document).

Step 9:

After review and downloading of all documents click on **"Accept Review Pre-requisites"** i.e acceptance of terms and conditions.

Step 10:

Review and accept **"Bidder Agreement"**.

Step 11:

You can see attached tender document in PDF format 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.)**

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Step 13:

Uploading of Price Bid

- (a) Price schedule is attached in envelope.3.1 of ARIBA. 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 authorised person. PDF version of this price bid to be attached. For Price Bid put all the unit price and taxes and duties in provided field. Put "0" (ZERO) in not applicable field.
- (b) In addition, the bidder has to upload the editable form of the price bid in EXCEL format in envelope 3.2 of ARIBA system.

Step 14:

After uploading successfully 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=oxt0s1BN&dard=1>

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1. Event Information

1.1 Scope of work

Open Tenders are invited in through e-tender bidding process from interested Bidders for entering into for Design, Supply, Installation, Testing and commissioning of Conversion of 33/11KV Outdoor Primary substations (PSS) to Indoor PSS under SDMF-III as defined below:

Package no	Description	EMD Amount (Rs.)	Tender Fee Incl. GST(Rs.)
1	Design, Supply, Installation, Testing and commissioning of Conversion of 33/11KV Outdoor Primary substations (PSS) to Indoor PSS under SDMF-III	22,00,000	5,000(Inclusive of GST)

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 of requisite amount as mentioned above towards cost of bid documents.

Head (Procurement & Stores)

Tata Power Central Odisha Distribution Limited

1st Floor, Anuj Building, 29, Satya Nagar, Bhubaneswar-751007

Tender documents may be downloaded by interested eligible bidders from TPCODL website www.tpcentralodisha.com with effect from 07.08.2026 In the event detailed tender documents are downloaded from TPCODL website or are received through email from TPCODL, the Tender Fee shall be compulsorily submitted either online through NEFT/ RTGS or demand draft/ Banker's cheque drawn in favour 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 TPCODL website www.tpcentralodisha.com regularly for any modification/ clarification to the bid documents.

1.3 Calendar of Events

(a)	Date of sale/ availability of tender documents from TPCODL Website/ARIBA E-Tender Portal	From 07.08.2026
(b)	Last date and time of payment of Tender fees through RTGS/NEFT to get link for participation in E-Tender portal	12.08.2026
(c)	Last Date of receipt of Pre-Bid queries in MS – Excel format through e-mail, (if any) after which no queries will be entertained	14.08.2026

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(d)	Date of pre-bid meeting	To be intimated later
(e)	Last Date of Posting Consolidated replies to all the Pre-Bid queries as received in the TPCODL website	17.08.2026
(f)	Last date and time of receipt of Bids through ARIBA E-Tender portal	21.08.2026 up to 15:00 Hours
(g)	Date & Time of opening of bids	To be intimated later

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 TPCODL, 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.
- 1.4.4 Drawing, Type Test details (as applicable)
- 1.4.5 Duly signed and stamped 'Schedule of Deviations' as per Annexure III on bidder's letterhead.
- 1.4.6 Duly signed and stamped 'Schedule of Commercial Specifications' as per Annexure IV on bidder's letter head.
- 1.4.7 Proper authorization letter/ Power of Attorney to sign the tender on the behalf of bidder.
- 1.4.8 Copy of PAN, GST, PF and ESI Registration (In case any of these documents is not available with the bidder, same to be explicitly mentioned in the 'Schedule of Deviations')

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

1.5 Deviation from Tender

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

1.6 Right of Acceptance/Rejection

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

- 1.6.1 EMD of requisite value and validity
- 1.6.2 Tender fee of requisite value
- 1.6.3 Price Bid as per the Price Schedule mentioned in Annexure-I
- 1.6.4 Necessary documents against compliance to Qualification Requirements mentioned at

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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

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

1.7 Qualification Criteria:

1.7.1 TECHNICAL REQUIREMENT

This bid is open to any EPC / Turnkey bidder domicile in India independently, who meets the following Technical qualifying requirement;

1. The bidder, as a Principal Contractor (not as a Sub-Contractor), must have successfully supplied (with / without PTR), erected, tested and commissioned at least 1no. 33/11kV Indoor Substation or higher voltage class Indoor Sub Stations(having Transformer Capacity of 8 MVA or above)/ two works order of PTR bay extension (having Transformer Capacity of 8 MVA or above) or ITC of PSS having cumulative value of 20 Cr during last 5 years for reputed organization in India, necessary supporting documents i.e. order copy and completion certificate to be submitted in this regards.
2. The bidder should submit the performance certificates from at least 1 reputed utilities / companies for similar turnkey (SITC) works at same or higher rating voltage, one of them must be from the power utility. The service against the issued certificates should have been completed within 5 years of the bidding date. In case the bidder has got previous association with TP Discoms for supply of similar product, performance feedback of the same will be solely considered irrespective of the performance certificate issued by bidder's other customers.
3. The bidder should procure equipment & services from the Manufacturers Approved /authorized by TPCODL. Also, the bidder is supposed to have agreement with Manufacturer/ Service provider to provide support to TPCODL for any service & spares related issues during relevant guarantee/ warranty period as stipulated in the TPCODL specifications. (Self-undertaking to be submitted in this regard).

The Bidder must upload copies of the relevant Work Orders along with Handing Over and Taking Over Certificate or Client certified copies of Completion Certificate in proof of successful execution of Works and Performance Certificates duly signed by the competent authority of the Client in proof of successful operation of the above quantum of works from any utility/companies in India. The works experience schedule shall be as per pro forma given here under.

Work Experience Schedule

Work Order Ref.				Sub-Stations/Lines Installed, Erected & Commissioned		
Sl. No.	FY	Name of the Client	Work Order Ref (No. & Date)	Qty of relevant scope	Date of Completion or Commissioning	Documents provided in proof of having completed the works and/or of successful operation as the case may be. (As Attachment)

Supporting documents in favour of the above mentioned requirement shall have to be submitted/ uploaded by the Bidder as an attachment to the e-tender folder. Failure to furnish/upload any or all information as required as a part of Bid document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

1.7.2 BIDDER'S FINANCIAL QUALIFICATION.

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1. MINIMUM AVERAGE ANNUAL TURNOVER (MAAT): The average annual turnover of the bidder for the past Three FYs shall be a minimum of Rs.100 Cr. Copy of audited Balance Sheet and P&L Account to be submitted in this regard.

2. The bidder should be a firm registered/incorporated under Companies Act, 1956 or Companies Act, 2013, and further amendment (s)

(Photocopy of Certificate of Incorporation issued by the Registrar of Companies)

OR

a registered partnership firm (registered under section 59 of the Partnership Act, 1932),

(Photocopy of registered Partnership Deed) OR

a limited liability partnership (under the Limited Liability Partnership Act, 2002), (Photocopy of the LLP Registration Certificate issued by Registrar of Companies)

OR

a Proprietorship firms. ("Photocopy of Certificate/license issued by municipal authorities under Shop & Establishment Act. Or Complete ITR (including computation of income) in the name of Proprietor. Or Relevant documents issued by Central/State Government authority/department etc.)

1.7.3 BIDDER'S PERFORMANCE QUALIFICATION:

1. The bidders or Holding / Associate / Subsidiary Companies or its any group company who have earlier failed to execute even any order of the TPCODL / Odisha Discom/ Govt. Of Odisha /Govt. funded Project or who stand currently debarred / blacklisted by TPCODL / Govt. Of Odisha/any other Distribution / Transmission / Generation Utility in India shall not be eligible to participate in this tender.

2. The bidder should not have any pending litigation with TPCODL with regard to any project or related activity. The Bid furnished by the bidder shall not be eligible for consideration if it is not accompanied by the Affidavit. Further, the Bid/LOA/LOI shall be liable for outright rejection/ cancellation at any stage if any information contrary to the affidavit is detected.

3. The bidder must not be declared Insolvent or referred to National Company Law Tribunal (NCLT) under the Insolvency and Bankruptcy Code (IBC), 2016. In such case the bid shall also be rejected. In this respect one undertaking from the bidder that they are not declared as Insolvent or referred to NCLT under IBC shall be submitted along with the bid. Non-disclosure of this fact by the bidder will lead to rejection of the bid or termination of the contract with forfeiture of EMD/CPBG.

Note:

The bidder should certify/ declare the same in unequivocal terms by way of an affidavit duly sworn before a Notary. Failure to furnish/upload any or all information as required as a part of Bid document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

1.7.4. OTHERS:

1. Bidder should have a valid HT/ EHT Electrical license issued by Govt. of Odisha for carrying out electrical works in Odisha. Copy of license to be submitted.

2. Bidder must have all statutory compliance like valid PAN, ESI registration, EPF registration and GSTN registration, Certificate of Incorporation.

Note:

- The evaluation of bidder's safety capability with evaluation of safety bid is part of qualifying requirement for this work.
- Evaluation of Bidder capacity is part of part-I evaluation. TPCODL have right to reject any bid, at any time with or without assigning notice or reason thereof.

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- Joint venture/ consortium is not accepted in the tender.

TPCODL reserves the right to relax qualification criteria without assigning any reason thereof. TPCODL reserves the right to accept or reject any bid at any time without assigning reason what so ever may be.

1.8 Marketing Integrity

We have a fair and competitive marketplace. The rules for bidders are outlined in the General Condition of Contracts. Bidders must agree to these rules prior to participating. In addition to other remedies available, TPCODL 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 market place for a length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

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

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

2.0 Evaluation Criteria

- The bids will be evaluated technically on the compliance to tender terms and conditions.
- The bids will be evaluated commercially on the overall all-inclusive lowest cost for the complete BOQ as calculated in Schedule of Items [Annexure I].
- TPCODL however, reserves right to split the order line item wise and/or quantity wise amongst more than one Bidder(s). Hence all bidders are advised to quote their most competitive rates against each line item.
- Bidder has to mandatorily quote as per schedule of item [Annexure-I]. Failing to do so TPCODL may reject the bid.

NOTE: In case of a new bidder not registered with TPCODL, factory inspection and evaluation shall be carried out to ascertain bidder's manufacturing capability and quality procedures. However, TPCODL reserves the right to carry out factory inspection and evaluation for any bidder prior to technical qualification. In case a bidder is found as Disqualified in the factory evaluation, their bid shall not be evaluated any further and shall be summarily rejected. The decision of TPCODL shall be final and binding on the bidder in this regard.

2.1 Price Variation Clause: Prices will remain firm during the validity of rate contract.

2.2 Quantity variation Clause: There will not be any guarantee on quantity of job. Job has to be carried out on as and when required basis order from TPCODL on the quantity as specified in release order.

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3.0 Submission of Bid Documents

3.1 Bid Submission

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

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 / online NEFT/ RTGS transfer / Bank Draft / Bankers Pay Order (issued from a scheduled Bank) favoring ‘TP Central Odisha Distribution Limited “only. The EMD has to be strictly in the format as mentioned in General Condition of Contract, failing which it shall not be accepted by TPCODL 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.

TPCODL/ TPCODL Bank Details for transferring Tender Fee and EMD is as below:

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

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

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

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

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

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 of TPCODL, Bhubaneswar.

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

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-procurement 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 TPCODL. 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 for Entire Package “Design, Supply, Installation, Testing and commissioning of Conversion of 33/11KV Outdoor Primary substations (PSS) to Indoor PSS under SDMF-III”

Please mention our Enquiry Number: - **TPCODL/P&S/2026-27/1000012484** on the Tender and drop the same at Tata Power Central Odisha Distribution Limited, 1st Floor, Anuj Building, 29, Satya Nagar, Bhubaneswar-751007.

The envelope shall be addressed to:

Head (Procurement and Store)
Tata Power Central Odisha Distribution Limited
1st Floor, Anuj Building, 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 TPCODL, 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 TPCODL to collect the proposals from Courier/ Airlines/ Cargo Agents etc. shall be entertained by the TPCODL.

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

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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

- Please note all correspondence regarding the tender, bid submission, bid submission date extension, Pre-bid query etc will happen only through TPCODL E-Tender system (Ariba).
- No e-mail or verbal correspondence will be responded. All communication will be done strictly with the bidder who have done the above step to participate in the Tender.

Communication Details:

Contracts:-

Name : Liki Kumari Debata, Procurement
Contact No: 9777451282
E-Mail ID: liki.debata@tpcentralodisha.com

Name : Asish Karmakar, Head Procurement & Store
Contact No: 8768455566
E-Mail ID: asish.karmakar@tpcentralodisha.com

3.3 Bid Prices

Bidders shall quote for the entire Scope of Supply / work with a break up of prices for individual items and Taxes & duties. The bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price & total price with taxes, duties, packing & freight up to destination loading unloading at central store Bhubaneswar/ Choudwar of TPCODL. 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.

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

3.6 Alternative Bids

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

3.7 Modifications and Withdrawal of Bids

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

3.8 Earnest Money Deposit (EMD)

The bidder shall furnish, as part of its bid, an EMD amounting as specified in the tender. The EMD is required to protect the TPCODL 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 favour 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 TPCODL 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 TPCODL.

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

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

4.2 Technical Bid Opening

The bids shall be opened at TPCODL office in front of participated bidders either physically or in virtual mode. A link shall be provided to the participated bidders to view the tender opening process online. Also Participating Bidders shall get mail intimation from TPCODL E-Tender system (Ariba) when their Technical Bids are opened.

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 TPCODL.

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 TPCODL without any further correspondence in this regard.

4.3 Preliminary Examination of Bids/ Responsiveness

TPCODL 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. TPCODL 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, TPCODL 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 TPCODL and/or the TPCODL 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, TPCODL may, at its discretion, ask the Bidder for a clarification on its Bid for any deviations with respect to the TPCODL 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 TPCODL. After all techno commercial issues are clarified, the date of price bid opening will be intimated to the technically accepted bidders and same shall also be notified at TPCODL website.

4.5 Price Bid Opening

The bids shall be opened at TPCODL office in front of Techno-commercially and / or safety qualified bidders either physically or in virtual mode. A link shall be provided to the bidders to view the price-bid opening process online. Bidders shall also get mail intimation from TPCODL E-Tender system (Ariba) when their Price Bids are opened.

4.7 Reverse Auctions

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

Reverse Auction shall be as per the below approach:

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

Illustrative example: Total no 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.

5.0 Award Decision

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

TPCODL 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 TPCODL 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 (Annexure VII)
5. Technical Specifications (Annexure II)
6. Inspection Test Plan (Annexure VIII)
7. Acceptance Form for Participation in Reverse Auction (Annexure VI)
8. General Conditions of Contract (Annexure IX)

7.0 Post Award Contract Administration

7.1 Special Conditions of Contract

7.1.1 AWARD OF CONTRACT: After finalization of tender, Rate Contract shall be issued on successful bidder with a validity period of **15 Months**. The bidder shall complete the Survey of the assigned project jointly with authorized person(s) / agency of TPCODL & submit Substation wise Joint Survey Report along with SLD, Substation wise BOQ & proposed work completion Schedule to TPCODL for approval within 30 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 TPCODL. After approval of above reports by TPCODL, Substation wise Release Orders shall be issued to the bidder basing on the approved BOQ. The bidder shall take all efforts to complete the Project within scheduled Time.

7.1.2 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 TPCODL against Tax Invoice. However, the price shall **remain firmed until the completion of the Project**, even if contract period is extended due to any reason. There shall be no price variation during the Contract Period / Extended Contract Period.

7.1.3 PROJECT COMPLETION PERIOD: Work completion Period shall be **15 Months from date of issue of RO**. The work completion period shall be revised if the reason of delay in completion of works is not attributable to the bidder. 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.

7.1.4 PERFORMANCE GUARANTEE:

For major equipment (RMU, LT/ HT Conductor & XLPE Cables, HDPE, RLP & WPB Pole etc.) and all minor equipment and its workmanship, the bidder shall provide **guarantee of 60 (Sixty) Months commencing immediately after the satisfactory commissioning and handing over of Entire projects as per individual RO /PO**. If any defects are not remedied within the time frame, the Engineer-In-Charge may proceed to do the work at the bidder'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 bidder and the cost of such work shall be recovered from the bidder. In the event such action is taken by the Engineer-In-Charge, the bidder will be notified in due course and he shall assist wherever possible in making necessary corrections. This shall not relieve the bidder 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 bidder. If any repair is carried out on his behalf at the site, the bidder shall bear the cost of such repairs.

7.1.5 CONTRACT PERFORMANCE BANK GUARANTEE: The successful Bidder shall be required to furnish a **Contract Performance Bank Guarantee** in non-judicial stamp paper of appropriate value (as per the prescribed format) issued in favour of "TP Central Odisha Distribution Ltd." En-cashable at Bhubaneswar Branch of the Issuing Bank only within **30 (Thirty) days from the date of issue of the Release Order**

7.1.6 BG: The Contract Performance Bank Guarantee (CPBG) amount shall be equal to **Five percent (5%)** of the Contract Price (including GST) of rate contract valid for 03 (three) Months over and above work completion period (SITC) plus Guarantee Period i.e. **(15 months (SITC) + 60 Months (Guarantee Period) +3 Months (Claim Period) = 78 months)**.

If the work completion period gets extended the Contract Performance Bank Guarantee shall be extended accordingly. In case the contract price gets revised, the successful bidder shall submit the amended Bank Guarantee to that effect.

The aforesaid CPBG shall be returned to the bidder after successful completion of the guaranteed obligations under the contract.

7.1.7 LATENT DEFECT WARRANTY: The period of latent defect warranty **shall be 5 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 bidder 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 bidder if the defects are a result of the bidder's breach of contract and/or negligence and OWNER suffers loss as a result.□

7.1.7. LIQUIDATED DAMAGE / PENALTY: If the bidder 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, TPCODL has the right to levy LD **@0.5% for each week** of delay or part thereof of the contract price of unfinished portion of works subject to the maximum of **5% (five percent) of the total contract price**.

7.1.8 SUMITTAL & INSPECTION AND TESTING: The time line to submit the GTP & drawing materials (DTR/11Kv & 33Kv Switchgear panel, HT /LT cable, pole, conductor, RMU, isolator, Insulator) shall be submitted within 5 days and balance materials within 15 days after receiving of RC/ LOI. Also, BA shall have to submit PSS layout within 10days.

TPCODL reserves the right to carry out material / services inspection through Third Party Inspecting Agency (TPIA) and or TPCODL or any authorized representative of OWNER at the bidder's or its Vendor's manufacturing works. The bidder 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.

The Engineer-In-Charge shall have the right to re-inspect any equipment/materials though previously inspected and approved by him at the bidder's or its Vendor's works, before and after the same are erected at Site. If by the above inspection, TPCODL rejects any equipment, the bidder 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 bidders and/or agencies, which might have got damaged or affected by the replacements or re-work done to the bidder's/Vendor's work.

7.1.9 INSPECTION COST: Expenses in respect of witnessing the Inspection & Testing of the equipment / materials offered by the bidder, at the inspection and testing site, will be to the account of TPCODL. 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 bidder.

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

7.1.10 STORE & STORAGE INSURANCE:

- a. The bidder 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 bidder shall bring to Site all Construction equipment, tools and tackles for the purpose of the works.
- b. He shall also employ necessary **watch and ward establishment** for the purpose.
- c. All the equipment and materials including spares being supplied by the bidder shall be kept completely **insured** by the bidder at his cost from time of dispatch from the bidder'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.
- d. Storage-Cum-Erection Insurance Policy / Certificate endorsing TPCODL as principal insured.

7.1.11 SURPLUS MATERIALS/EQUIPMENT: Bidder shall plan & execute the Contract in a manner such that no surplus materials/Equipment is accumulated after completion of the Contract.

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 bidder without any cost to TPCODL.

7.1.12 RIGHT OF WAY: The responsibilities of acquiring Right of Way (ROW) lies with bidder at his risk and cost. However, TPCODL will facilitate process of securing the ROW. The Acquisition of land for Sub- Stations shall be the sole responsibility of TPCODL. Whereas the bidder shall be responsible for securing the RoW for lines work. Similarly, responsibilities of getting clearance from Railway, NHAI, Forest, Water and other Statutory/Govt. bodies lie with the bidder at his risk and cost (except payment of statutory fees). However, TPCODL 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 bidder, however statutory fees paid, if any will be reimbursed by TPCODL.

7.1.13 EMBOSSING / PUNCHING / CASTING: All equipment and materials supplied /erected under the Project shall bear distinct mark of "TPCODL/ SDMF III" by a way of embossing / punching / casting. This should be clearly visible to naked eye.

7.1.14 ELECTRICITY & WATER: The bidder 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 bidder shall pay at the applicable tariff plus the overheads, if any, for such use. Where such supplies are not available, the bidder shall make his own arrangement for provision of any supplies he may require.

7.1.15 New Items: 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 bidder at cost not exceeding the latest Benchmarking Price of TPCODL/other Tata Power managed Utilities in Odisha. In case the benchmarks are not available, the prices shall be mutually agreed.

7.1.16 All the major/minor material to be purchased in line with the Approved make shared in the Technical specifications.

7.1.17 All other terms and conditions of TPCODL GCC shall be applicable

The bidder shall follow and comply with TPCODL Contractor Safety Management (CSM) and annual safety plan and applicable rules and regulation as per relevant safety guidelines i.e CEA 2010 safety guidelines, CEA 2010 construction guidelines etc., pertaining to the safety of workmen, employees, plant and equipment or as may be prescribed from time to time, without any demur, protest or contest or reservations.

7.2 Drawing Submission & Approval- As per requirement of TPCODL.

7.3 Delivery Terms: As specified in Special conditions of contract clause no 7.1.

7.4 Guarantee / Warranty Period: As specified in Special conditions of contract clause no 7.1

7.5 Payment Terms

Mobilization Advance:

10% of total contract price shall be paid as Mobilization Advance (interest free) against the Advance BG of equivalent amount. This advance payment shall be adjusted on pro-rata basis against subsequent tax invoices.

Supply part:

1. On delivery of Materials/ Equipment (including spares) at site, bidder shall raise Tax Invoice for the supplied items @ 100% of the Basic price (taxable value) of Supplies along with 100% GST on the Basic Price (taxable value) of Supplies.
TPCODL shall release progressive payment accordingly i.e. 60% of the basic value plus 100% of tax on delivery of material and certified invoice.
2. 30% shall be released after erection of material/equipment against certified invoice
3. Balance 10% shall be released after successful commissioning and handed over and taken over of respective package.

Erection Part:

- 90% shall be released after successful erection of material/equipment against certified invoice.
- Balance 10% shall be released after successful commissioning and handed over and taken over of respective package.

All of the above payment shall be payable within thirty (30) days of receipt of the bidder's certified invoice.

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.

7.7 Ethics

- i. TPCODL is an ethical organization and as a policy TPCODL lays emphasis on ethical practices across its entire domain. Bidder should ensure that they should abide by all the ethical norms and in no form either directly or indirectly be involved in unethical practice.
- ii. TPCODL work practices are governed by the Tata Code of Conduct which emphasizes on the following:
- iii. We shall select our suppliers and service providers fairly and transparently.
- iv. 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.
- v. 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.
- vi. 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.
- vii. We respect our obligations on the use of third party intellectual property and data.

- viii. Bidder is advised to refer GCC attached at Annexure IX for more formation. Any ethical concerns with respect to this tender can be reported to the following e-mail ID: ethics@tpcentralodisha.com

8.0 Specification and standards

As per Annexure II.

9.0 General Condition of Contract

Any condition not mentioned above shall be applicable as per GCC for Service attached along with this tender at Annexure VIII.

10.0 Safety

Annexure IX – Contractor's safety code of conduct and Safety Terms and Conditions.

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

Schedule of Items
Attached separately with the tender

Importance Note:

- Price shall be quoted considering item description and technical specification.
- The bidders are advised to quote prices strictly in the above format. Failing to do so, bids are liable for rejection.
- Bidder should quote as per the "Item description" column. No cutting/ overwriting in the prices is permissible.
- **Bidder have to quote against each items having Unit and Qty. No rate should be quoted where unit and qty are blank. Mentioning “extra/inclusive” in any of the column may lead for rejection of the price bid.**
- Unit price of the price bid shall be considered from the bidder quotation and other than unit price viz items description, unit, qty, etc shall be consider as per the tender price schedule format.
- All materials shall be supplied and erected by the BA turnkey basis.
- The unit price should be inclusive of freight, insurance and other levies (if any) and exclusive of GST. GST to be mentioned separately. Total price shall be inclusive of all.
- The bidders advised to visit the site and understand scope of the work before price quotation.
- The Bidder should ensure that the unit prices for the same item furnished in price schedules are consistent with each other. In case of any inconsistency in the Unit prices furnished in the price proposal of the bidder, the TPCODL have right to consider the lowest unit price shall be considered in evaluation.
- There shall be no price variation during the Contract Period / Extended Contract Period.

ANNEXURE II
Technical specifications

Attached separately with the tender

ANNEXURE III

Schedule of Deviations

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

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

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

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

Seal of the Bidder:

Signature:

Name:

ANNEXURE IV

Schedule of Commercial Specifications

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

S. No.	Particulars	Remarks
1.	Prices firm or subject to variation (If variable indicate the price variation clause with the ceiling if applicable)	Firm / Variable
1a.	If variable price variation on clause given	Yes / No
1b.	Ceiling	- -----%
1c.	Inclusive of GST	Yes / No (If Yes, indicate % rate)
1d.	Inclusive of transit insurance	Yes / No
2.	Delivery	Weeks / months
3.	Guarantee clause acceptable	Yes / No
4.	Terms of payment acceptable	Yes / No
5.	Performance Bank Guarantee acceptable	Yes / No
6.	Liquidated damages clause acceptable	Yes / No
7.	Validity (180 days) (From the date of opening of bid)	Yes / No
8.	Inspection during stage of manufacture	Yes / No
9.	Rebate for increased quantity	Yes / No (If Yes, indicate value)
10.	Change in price for reduced quantity	Yes / No (If Yes, indicate value)
11.	Covered under Small Scale and Ancillary Industrial Undertaking Act 1992	Yes / No (If Yes, indicate, SSI Reg'n No.)

Seal of the Bidder:

Signature:

Name:

ANNEXURE V

Checklist of all the documents to be submitted with the Bid

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

S. No.	Documents attached	Yes / No / Not Applicable
1	EMD of required value	
2	Tender Fee as mentioned in this 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	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	
20	PAN, GST, PF, ESIC (The bidder must have all statutory compliance like valid PAN, GSTN etc. The bidder must submit the copy of all these registrations)	
21	Power of Attorney undertaking (Proper authorization letter/ Power of Attorney to sign the tender on the behalf of bidder)	

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, TPCODL intends to use the reverse auctions through SAP-SRM tool 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. TPCODL 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. TPCODL will make every effort to make the bid process transparent. However, the award decision by TPCODL would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of TPCODL, 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 TPCODL.
6. In case of intranet medium, TPCODL shall provide the infrastructure to bidders. Further, TPCODL 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 TPCODL.
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 TPCODL 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 TPCODL.
12. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all-inclusive prices offered during conclusion of the auction event for arriving at Contract amount.

Signature & Seal of the Bidder

ANNEXURE VII

SCOPE OF WORK

Attached separately with the tender

Annexure-VIIa

Preferential norms for procurement from MSMEs registered in the State of Odisha

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 past experience, 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.

Annexure VIII

GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract Attached as Annexure to this document.

ANNEXURE IX

Safety Terms and conditions

Attached separately with the tender

ANNEXURE X
Contractor's Safety Code of Conduct

Attached separately with the tender

ANNEXURE XI

Attached separately with the tender

Annexure XII

Vendor Evaluation Score Card

Performance Evaluation of Business Associate will be done in two parts as mentioned below:

1. Pre-Order Evaluation
2. Post-order Evaluation

Pre-Order Evaluation contains following parameters

- a. Responsiveness
- b. Bid Adherence
- c. Price & competitiveness

Post-Order Evaluation contains following parameters

- a. Safety Adherence
- b. Statutory Compliances
- c. Service Level Agreement