



## Industrial Energy Limited

NIT No.: IEL/KPO/CC25AKTKPO-02/24-25

(Contracts Department)

Industrial Energy Limited, Kalanganagar, Duburi, Odisha-755019

### Procedure for Participating in Tender

Tender Enquiry No.	Work Description	Estimated cost/ EMD	Tender Participation Fee	Last date and time for Payment of Tender Participation Fee
CC25AKTKPO-02	Chemical Lab Services for CPP-1 power plant at IEL, Kalanganagar	Rs.1,00,000/-	Rs. 2000.00	09.06.2024

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

**Procedure for Participating in Tender. Following steps to be done before** “Last date and time for Payment of Tender Participation Fee” as mentioned above.

1. **Tender Fees-** Non-Refundable Tender Participation Fee, as indicated in table above, to be submitted in the form of

Direct deposit in the following bank account and submit the receipt along with a covering letter clearly indicating the Tender Reference number – Beneficiary Name – Industrial Energy Limited.

**Beneficiary Name - Industrial Energy Limited**

**Bank Name - HDFC Bank Ltd**

**Branch code - 000706**

**IFSC code - HDFC0000706**

**A/c No - 07060310000021**

**Branch - Jajpur Road Branch**

**MICR code - 755240102**

2. **Authorization letter-** Eligible and Interested Bidders to submit duly signed and stamped letter on Bidder's letterhead indicating the following:



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Tender Enquiry Number	Name of authorized person	Contact Number	Email id	Fee Amount

**E-mail with necessary attachments as per step 1 and 2, as indicated above to be sent to [alok.tripathy@tatapower.com](mailto:alok.tripathy@tatapower.com) with copy to [urprabhakarrao@tatapower.com](mailto:urprabhakarrao@tatapower.com) before “Last date and time for Payment of Tender Participation Fee”, after which link from Tata Power 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 be only through Tata Power E-Tender system (Ariba). User manual to guide the bidders to submit the bid through e-Tender system (Ariba) will be share with ARIBA tender.

No e-mail or verbal correspondence will be responded. All communication will be done strictly with the bidder who have complied with above steps 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 Tata Power 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.

Any payment of Tender Participation Fee / EMD by Bidder who have not done the prerequisite within stipulated timeline will not be refunded.



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### INTRODUCTION

Industrial Energy Limited (IEL) is the JV (Joint Venture) of TATA POWER & TATA STEEL, it was formed for Generation and supply of power and process steam by utilization of waste gases from Blast furnace and coke oven of TSL plant at Kalinganagar.

<b>Site Name</b>	67.5 MW X 3 units - IEL, Kalinganagar
<b>Owner</b>	Industrial Energy Limited
<b>Project Manager</b>	Industrial Energy Limited
<b>Site Location</b>	Industrial Energy Ltd. C/O - The Tata Power Co. Ltd., Inside of Tata Steel Ltd., Kalinganagar, Jajpur , Jajpur Road , Duburi-755026, Odisha, India
<b>Nearest Railway Station</b>	Jajpur Keonjhar Road, Odisha. Appx. 21 kilometres from TSL Kalinganagar plant.
<b>Transport Mode</b>	Rail/Road. Nearest Airport at Bhubaneswar. Appx.120 km away from plant location and guest house.



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#### 1.0 Event Information

##### 1.1 Scope of work

Open Tenders are invited in through e-tender bidding process from interested & eligible Bidders for Chemical Lab Services for CPP-1 power plant at IEL, Kalinganagar, Duburi, Odisha-755026.

Line item	Description	EMD Amount	Tender Fees
1	Chemical Lab Services for CPP-1 power plant at IEL, Kalinganagar	Rs. 1,00,000/-	Rs. 2,000

##### 1.2 Availability of Tender Documents

Refer "Procedure for participating in tender".

##### 1.3 Calendar of Events:

(a)	Date of availability of Tender Document on TPC Website.	From 15-May-2024 onwards
(b)	Date by which interested and eligible vendors to pay tender fee and confirm participation in accordance with 'Procedure for participating in tender'.	09-June-2024
(c)	Date of pre-bid meeting (if any)	12-June-2024



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(d)	Last date of submission of pre-bid queries (if any).	16-June-2024
(e)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	18-June-2024
(f)	Last Date and time for receipt of bids	22-June-2024

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

### 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 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 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 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

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



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### 1.7 Qualification Criteria:

To be filled by IEL				To be filled up be Vendor	
Sr No	Parameter	IEL Requirement	Documents to be submitted by vendor to ascertain meeting of Pre-Qualification Requirement	Vendor Submission against IEL PQR Requirement	Documents submitted by Vendor to ascertain meeting of Pre-Qualification Requirement
1	2	3	4	5	6
1	Technical Experience	The Tenderer should have proven experience of required service not less than 5 years. The tendered system/material by the Tenderer should be in successful operation at least for 3 year as on the date of submission of the Tender.	Documentary evidence (i.e.) Experience certificate/performance certificate. older than 5 years to establish the fact that, the vendor has experience of not less than five (05)years in the successful operation at least for three years as on the date of submission of bid. Performance Certificates for the same from reputed company where service is rendered		



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			need to be produced.		
2	Resources management	The Tenderer should have enough capability to manage skilled human resources as well as material resources (tools, all necessary consumables, all required PPEs)	Documentary evidence to establish the fact that the bidder has adequate capability to manage human & material resources (viz. Performance certificate, Rewards & Recognitions on subject matter)		
3	Deployment & mobilization of resources	The Tenderer must be capable enough to deploy skilled human resources as mentioned in skill-set requirement mentioned in job scope. If any inconvenience happens with deployment, same to be sorted out within 24 hours and same to be applied for other resources also.	Documentary evidence to establish the fact that the bidder has adequate capability to manage human & material resources (viz. Performance certificate, Rewards & Recognitions on subject matter)		
4	Employee welfare	The Tenderer must pay ESI/PF contributions to applicable government authority for & on behalf of employee as well as Employer's contribution without defaulting for a single time.	Employee Master Roll, ESI/PF statement for last 5 years to be submitted.		
5	Statutory requirement	The Tenderer must fulfil all Statutory Requirements (labour license etc) and must possess all required Statutory Clearances	All documents to be submitted with bid.		



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		from appropriate authority.			
6	Support	The bidder should have well established, prompt service-support facility required during any unforeseen events/emergency/exigency/total power failure/grid failure/local black-out/pandemic etc.	Documentary evidence for well established, prompt service-support facility.		
7	Vendor Registration Requirement	In case bidder's factory/office from which the Purchase Order/ Outline Agreement will be executed is registered then Vendor Code to be mentioned. In case not then duly filled Vendor Registration Form along with Backup Documents to be submitted as part of Commercial Bid	Vendor Code if Vendor is registered with Tata Power. Duly filled Vendor Registration Form along with Backup Documents for Vendor not registered with Tata Power. (Please note that for bidder not registered with Tata Power, registration will be taken up in Tata Power ERP system only if the bidder is successful)		
8	Capability to Handle Job financially if awarded	Average Annual turnover of the bidder for last three years shall not be less than Rs 150/- Lakhs	Profit and Loss Statements, Balance Sheet, Cash Flow Statements for the Three (3) preceding financial years duly audited and approved by Authorized Audit Firm / CA Order copy with details of Customer for whom work is done		



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9	Vendor to not have commercial liability including litigation liability and litigation history	Bidder to confirm that they (bidding company, their parent company or subsidiary company) were not involved in any litigation in last three years or more and there are no pending or open litigations. In case there were litigations in last 3 years or any present litigation is going on than details of the same must be submitted.	Affidavit indicating no litigation / blacklisting etc. In case of litigation / blacklisting the same to be annexed		
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### 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, IEL 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 behaviour that disrupts the fair execution of the marketplace, may result in restriction of a bidder from further participation in the marketplace for a length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

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

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

### 2.0 Evaluation Criteria



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- The bids will be evaluated technically on the compliance to tender terms and conditions.
- The bids will be evaluated commercially on overall all-inclusive lowest cost for overall BOQ as calculated in Schedule of Items [Annexure I]. IEL reserves the right to split the order quantity wise among more than one Bidder. Hence all bidders are advised to quote their most competitive rates against each line item.
- Bidder must mandatorily quote as per schedule of item [Annexure-I]. Failing to do so IEL may reject the bid.
- Safety bid shall evaluate in terms of certificates of ISO 9001, ISO 14001 and ISO 45001/18001, Man-Power details (with safety officer & Supervisor), Relevant Tools and tackles, HIRA / JSA related to the job, Last 3 Years safety records. Failing to qualify the safety bid evaluation, IEL will reject the bid.

NOTE: In case of a bidder new to Tata Power, site inspection and evaluation shall be carried out to ascertain bidder's manufacturing capability and quality procedures. However, IEL reserves the right to carry out site 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 IEL shall be final and binding on the bidder in this regard.

### Submission of Bid Documents

**3.0 Bid Submission** Bidders are requested to submit their offer in line with this Tender document.

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

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

Bids shall be submitted in 3 (Three) parts:

FIRST PART: "EMD" of Rs. 2,00,000/- (Rupees Fifty Thousand only) shall be submitted. The EMD shall be valid for 180 days from the due date of bid submission in the form of Bank Guarantee (BG) favouring 'Industrial Energy Limited'. The EMD BG must be strictly in the format as mentioned in General Condition of Contract, failing which it shall not be accepted, and the bid as submitted shall be liable for rejection.



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EMD shall be strictly in the format of Bank Guarantee and Original Hard Copy shall be delivered at the following address in Envelope clearly indicating Tender Reference Number, Name of Tender and Bidder Name.

Head Contracts & Materials,  
Industrial Energy Limited,  
IEL-Kalinganagar, Duburi,  
Jajpur – 755026, Odisha.

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 comprising of certificates of ISO 9001, ISO 14001 and ISO 45001/18001, Man Power details , Relevant Tools and tackles, HIRA / JSA related to the job, Last 3 Years safety records.

The technical bid shall be properly indexed and is to be submitted through e-tender. Hard Copy of Technical Bids should not be submitted.

THIRD PART: “PRICE BID” shall contain only the price details and strictly in format as mentioned in Annexure I along with explicit break up of basic prices, Taxes & duties, Freight etc. In case any discrepancy is observed between the item description stated in Schedule of Items mentioned in the tender and the price bid submitted by the bidder, the item description as mentioned in the tender document (to the extent modified through Corrigendum issued if any) shall prevail. Price Bid is to be submitted in Soft Copy through Tata Power E-Tender system (Ariba) only. Hard Copy of Price Bid should not be submitted.

SIGNING OF BID DOCUMENTS:



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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 clearly show 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 Tata Power E-Tender system (Ariba).

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

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 for each item & total price with taxes, duties & freight up to destination at various sites of IEL, Kalinganagar. 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.



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3.4 Bid Currencies: Prices shall be quoted in Indian Rupees Only.

3.5 Period of Validity of Bids : Bids shall remain valid for 90 days from the due date of submission of the bid.

Notwithstanding clause above, the IEL 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 IEL against the risk of bidder's conduct which would warrant forfeiture. 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 accept the purchase order, or furnish the required performance security BG.

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



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### 4.2 Technical Bid Opening

The bids shall be opened internally by IEL. 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, technical bids of bidders who have submitted EMD shall be opened. Participating Bidders will get mail intimation from Tata Power E-Tender system (Ariba) when their Technical Bids are opened.

### 4.3 Preliminary Examination of Bids/ Responsiveness

IEL 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. IEL 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, IEL 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 IEL and/or the IEL 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, IEL may, at its discretion, ask the Bidder for a clarification on its Bid for any deviations with respect to the IEL 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 IEL.



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### 4.5 Price Bid Opening

Price Bid of only Technically and / or Safety Qualified Bidders shall be considered and opened internally by IEL.

Bidders will get mail intimation from Tata Power E-Tender system (Ariba) when their Price Bids are opened. The EMD of the bidder withdrawing or substantially altering his offer at any stage after the technical bid opening will be forfeited at the sole discretion of IEL without any further correspondence in this regard.

### 4.7 Reverse Auctions

IEL 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.

### 5.0 Award Decision

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

IEL 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 IEL reserves the right to award other suppliers who are found fit.

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

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

### 6.0 Order of Preference/Contradiction:



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

1. Schedule of Items
  2. Post Award Contract Administration
  3. Submission of Bid Documents
  4. Technical Specifications
  5. Inspection Test Plan
  6. Acceptance Form for Participation in Reverse Auction
  7. General Conditions of Contract
- Post award of rate contract, bidder shall submit applicable Performance Bank Guarantee as per General terms and conditions of contract.
  - Any change in statutory taxes, duties and levies shall be borne by IEL.
  - All other terms and conditions of IEL GCC shall be applicable.

### 7.2 Completion Period:

Mobilization period shall be 15 days from the date of issue of Purchase Order / Letter of Intent. Contract period shall be 3 Years. However, contract release order shall be awarded Year on Year Basis subject to satisfactory performance of preceding Year Contract.

### 7.3 Payment Terms: Payment terms shall be as per General terms and conditions of contract.

7.4 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.

7.5 Ethics: IEL is an ethical organization and as a policy IEL 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.

IEL 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.



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- 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 VIII for more information. Any ethical concerns with respect to this tender can be reported to the following e-mail ID:

[cecounsellor@tatapower.com](mailto:cecounsellor@tatapower.com)



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### ANNEXURE – I

JOB SCOPE:

#### **Background of Project Location/Site: -**

Industrial Energy Limited (Tata Power) is having 3X67.5 MW power plants at Kalinganagar, Orissa. The job involves sampling of water, & chemicals and analysis of water, chemicals and LDO. This job requires calibration of equipment/Instruments and preparation of all reagents, standards as applicable.

We require reputed and experienced vendor for Chemical Lab Service at IEL, Kalinganagar.

Period of Contract: Three years

#### **Scope of job for Chemical Lab Services for Industrial Energy Limited (IEL), Kalinganagar**

1. Chemist and Sampler must be technically suitable and fit for Chemical Laboratory (all jobs as applicable) and experience in plant chemistry of high pressure boiler.
2. All necessary facilities will be provided by IEL (I.e. instruments, reagents, spares and lab wares).
3. Party has to supply all safety appliances as applicable. Any loss/damage of IEL property (equipment's, spares, lab-ware, consumables), the loss amount will be deducted from the bill.
4. The workmen supplied by party should have knowledge of use safety appliances.
5. Jobs will be carried round the clock.
6. "OFF" days are to be maintained by suitable replacement.
7. Technical suitability of chemist and sampler:

##### 7A. Chemist:

Chemist must be graduate in chemistry and must have three years' experience in similar job and he must be well conversant with the following jobs:

- i. Knowledge of handling, storage, and use of hazardous chemicals. Operation of UV-spectrophotometer, pH meter, conductivity meter, Millipore water system, Preparation of Ref. Standard solution & their standardization and reagent solution.
- ii. Knowledge of water and steam analysis and treatment, fuel oil (LDO) & Testing of chemicals as applicable to thermal power plant.
- iii. Knowledge of BIS (Bureau of Indian standards) procedure as applicable.
- iv. Fair knowledge of computer data interpretation and provide the support services as applicable.
- v. Knowledge of safety practices in chemical laboratory.

##### 7B. Sampler:

- i. Must be a literate (Min. 10<sup>th</sup>/Matric, Read and write in English).
- ii. Must be aware of plant safety and use of PPEs.

8. Vender must meet the department every week for the performance review and monthly review meeting of minutes (MOM) will be noted.

9. During emergency, party must supply spares & consumables (of low price). Billing will be done based on challan as approved by the department. Before submission of Quotation, Vender must meet the user department for understanding the details of job to be performed during contract period.



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Following Personal Protective Equipment's must be used:

1. ISI certified FRP helmets with chin strap
2. 3 M / equivalent cartridge/canister mask for acid gas/ Chlorine gas.
3. Full body PVC suit with Face mask
4. Safety goggles
5. Safety gloves
6. Safety shoe with steel/Fibre tows
7. Reflector Jacket.
8. Ear Plug.

please refer Safety terms & condition for more details regarding PPEs.

9. Maintain all records of PPE, s Distributed to your workers monthly basis.
10. Special training of Acid and other chemical given to your employee Monthly basis.
11. Maintain good housekeeping around the workplace.
12. Always wear Reflector jacket when they in the Plant.
13. Contractor need to execute job as per Business Associate's Safety Code of Conduct.

THE JOBS AT CHEMICAL LAB COVERS THE FOLLOWING SERVICES:

1	Managing competent manpower ShiftWise (Chemist & Sampler) to comply for water sample analysis in all shifts.
2*	Steam and water sample collection and analysis with following the SOP - 2 times /Shift for the parameters as in annexure-1.
3	Analysis of water samples from other sources as and when required.
4	Preparation of chemicals in dosing tanks and regulating of dosing quantity as per requirement.
5	Chemical/Reagent consumption and stock updates
6	Preparation of reagents and standard solutions for calibration as applicable.
7	Laboratory logbook updating and maintaining
8	MSDS availability of all chemicals used in laboratory
9	Instrument calibration using standard solution.
10	Maintaining 1S, 2S and 3S in Laboratory

CHEMICAL ANALYSIS WORK -

- 1) pH OF WATER SAMPLE
- 2) CONDUCTIVITY OF WATER SAMPLE
- 3) SILICA IN WATER SAMPLE]
- 4) PHOSPHATE IN WATER SAMPLE
- 5) P-ALKALINITY OF WATER SAMPLE
- 6) M- ALKALINITY OF WATER SAMPLE
- 7) TOTAL HARDNESS IN WATER
- 8) CALCIUM HARDNESS IN WATER
- 9) TOTAL SUSPENDED SOLIDS
- 10) STRENGTH OF ALKALI SOLUTIONS
- 11) PREP. OF BUFFER SOLUTION



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- 12) PREP. OF PHOSPHATE STANDARD
- 13) PREP. OF SILICA STANDARD
- 14) PREP. OF REAGENTS AS APPLICABLE
- 15) PREP. OF EDTA SOLN.
- 16) PREP. OF Hg(SCN)<sub>2</sub> SOLUTION
- 17) PREP. OF PDAB SOLUTION
- 18) PREP. OF NESSLER REAGENT
- 19) PREP. OF NEOCUPRION REAGENT
- 20) PREP. OF ANS/SOD.ACETATE SOLUTION
- 21) PREP. OF AMMONIUM META VANDATE SOLN.
- 22) PREP. OF OXALIC/NaHCO<sub>3</sub> SOLN
- 23) STANDARDISATION OF ACID STRENGTH
- 24) SAMPLING OF LDO FROM TANKER
- 25) ANALYSIS OF STRENGTH OF CHEMICALS
- 26) CALIBRATION JOBS AS APPLICABLE

### **Other Terms & condition as per below:**

1. **General Condition of Contract (Service)**
2. **Safety terms & condition**

### **Other Requirements**

- The Service provider must be an ISO 9001, ISO 45001, and ISO 14001 Certified Company.

### **GATE PASS/MEDICAL FITNESS:**

- I. The service provider shall comply with the gate pass procedure of IEL's security and as per Tata steel.
- II. The personnel/employees/workers employed by the Service Provider for Plant location shall have to go formal medical examination at the time of engagements at **Tata Steel's Hospital** located at **Kalinganagar** and subsequently before the renewal of gate pass. Only those personnel/employees/workers that have been medically fit shall be engaged.
- III. All personnel of service provider should have Government ID (Aadhar, Voter, passport, driving license) and the Police verification must be carried out for each employee by the Service Provider before engaging them on duty.



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### 1. UNIFORM

- I. The Service Provider's personnel should be smart, polite and with sound health /medically fit. It shall be the responsibility of the Service Provider to supply uniform, proper kit and livery to their employees and ensure that their employees should always wear clean, neat, and tidy dresses while on duty.
  
- II. The Service Provider should provide kits and liveries to all the workmen engaged by him from the very first day of the operation of the contract.

### 2. Customer Satisfaction Surveys

#### Scope of Service:

"The SERVICE Provider" shall self-perform the release of quarterly all employee customer satisfaction surveys.

"The SERVICE Provider" Deliverables: "The SERVICE Provider" shall:

- a) Issue a quarterly customer satisfaction survey and compiling the results
  
- b) Determine user views on the performance of the service.
  
- c) Analyse ways to improve internal customer's satisfaction.

### 3. REPORTING:

"The SERVICE Provider" shall self-perform regular reporting as outlined in SLA & scope. Performance on all internal and external audits is an important component in the assessment of "The SERVICE Provider" performance and below par performance on audit can lead to the termination of the contract.



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**“The SERVICE Provider” Deliverables:**

SCHEDULES OF CHEMICAL LAB. SAMPLING & ANALYSIS PERFORMANCE PARAMETERS:

S. No.	Parameter	Weightage ( as per system criticality )	K-Factor (Availability Factor depending on Criticality) below which Penalty to be imposed	Remark
1	Timely Availability of Samples as per Plan	20%	>95%	<b>Non availability due to</b> Inadequate mobilization of skilled Chemist and sampler with VALID GATEPASS, MEDICAL& SAFETY CARDS & EMPLOYMENT CARD(Form-XIX) issued by Contractor.  Will be tracked on daily basis and as per Contractor's Safety Code of Conduct guidelines.
2	sample Collection & Analysis as per procedure	30%	>95%	
3	In-house Calibration of Instruments as per plan.	30%	>95%	
4	To ensure the lab-operational assistance during sampling & testing.	10%	>95%	
5	Compliance to Safety and House Keeping	10%	100%	

Liquidated Damages / Penalties

1. In case of failure to start the work within due date, the work order awarded may be cancelled with written intimation to the Contractor.
2. Availability of equipment / systems shall be as tabulated above and the liquidated damages (LD)/Incentive shall be imposed in case the availability reduces below the desired K-Factors (Availability Factors) as stipulated under the ANNEXURE.
  1. The Liquidated Damages shall be calculated as per the formulae below:  
 $LD = \Delta \times \text{weightage} \times 1\% \text{ of the contract price corresponds to those particular days.}$   
 : Difference between desired K- factor and actual K- Factor (availability).  
 Weightage will be calculated for LD as absolute numbers not the percentage
  2. If any equipment / system availability reduces below 85 90%, then it shall presume as system failure of the Contract and accordingly the payment for that day shall be deducted. In case this repeats for more than 3 days in a month, it will be considered as breach of contract and shall be dealt accordingly.
  3. In case the total deployment strength reduces by more than 10% of the total agreed deployment strength in any particular month of the year, due to absenteeism or whatsoever, liquidated damages @1% of the monthly contract value per such month shall be deducted from Contractor's bills.
  4. Penalty of Rs.10000.00 shall be imposed per instance if the housekeeping is not maintained properly by you to the satisfaction.
  5. Notwithstanding anything to the contrary in the Contract, the overall cap of annual cumulative of penalty and liquidated damages shall not exceed 10% of the Annual Contract Price.
  6. Repeated non-compliance on performance parameters for three months (continuous/non continuous) should attract penalty as no payment of monthly bill or termination of contract at buyer's discretion.



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### ANNEXURE – II

## **PQR for service of Chemical lab service**

#### **BIDDERS PRE-QUALIFICATION REQUIREMENTS:**

1. Interested parties to note that Bidder shall be required to fulfill the prequalification requirement/criteria in order to qualify for the subject work. Bidder will be required to submit relevant supporting documents to demonstrate their qualification during the bid submission stage against Tender document/RFQ and bidders not found meeting the pre-qualification requirements given below will be disqualified from the tender without further discussion.

#### **TECHNICAL REQUIREMENT:**

2. The Bidder Tenderer should furnish List of Clients with completion certificate to whom chemical lab service Contract provided during the last three financial years i.e. FY 2021-22, FY 2022-23, FY 2023-24 **(Attach Certificates from concerned)**.

4. The Bidder/Tenderer should provide minimum three references for having successfully rendered Chemical lab services at industrial premises having annual contract value of Rs. 50 lakhs or above in 2-3 Tata Group Companies and other big industrial power plants. Prior experience of NTPC, Tata Power and Tata Steel Limited, Kalinganagar will be an added advantage. **(Attach Certificate of Experience and Satisfactory Completion of work awarded from concerned Establishments Companies)**

5. Bidder/Tenderer should necessarily have their full-fledged Laboratory setup and a digital platform for monthly MIS reports to capture daily log, daily checklists Report Daily issues & concern to user, share monthly reports etc.

6. Bidder/Tenderer should preferably have ISO 9001, ISO 14001, ISO 45001 certification or must give an undertaking for its willingness to obtain the same within One (01) month of qualification for the work.

7. Bidder/Tenderer must be registered with GST, EPFO & ESIC Authorities and should have a valid EPFO & ESI Registration Number issued by respective authorities, ready to extend the codes to Kalinganagar. **(Attach self-attested photocopy of Registration)** Bidder/Tenderer must have all applicable statutory registrations/certificates. No pending legal cases/defaulters related to IT, GST, EPFO and ESIC payment/taxes.

8. Sub - Contracting of this contract is not allowed.

9. All disputes are subject to jurisdiction of Cuttack, Odisha.



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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 IEL's specifications.

**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:**



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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.)

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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 Excise Duty	Yes / No (If Yes, indicate % rate)
1d.	Sales tax applicable at concessional rate	Yes / No (If Yes, indicate % rate)
1e.	Octroi payable extra	Yes / No (If Yes, indicate % rate)
1f.	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 technical 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.)



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### ANNEXURE - V

Checklist of all the documents to be submitted with the Bid  
Bidder must 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	



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### Annexure VI

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

In a bid to make our entire procurement process fairer and more transparent, IEL 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. IEL 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. IEL will make every effort to make the bid process transparent. However, the award decision by IEL would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of IEL, 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 IEL.
6. In case of intranet medium, IEL shall provide the infrastructure to bidders. Further, IEL 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 IEL.
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 IEL site.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder.



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11. No requests for time extension of the auction event shall be considered by IEL.
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