

Tender No-TPSODL/OT/21-22/051

Package Name:Rate Contract for Selection of Scrap Auction Service Provider

Reply to Technical and Commercial Pre-Bid Queries

| Sr. No. | Detailed Reference to TPSODL Technical Document. Please specify Document No / Clause No / Page No | Description as per Bid Document | Remarks - Query / Clarification | TPSODL Response |
|---------|---|--|--|--------------------------------------|
| 1 | 2 | 3 | 4 | 5 |
| 1 | 1.7 Qualification Criteria Pg. No. 7 1.7.7 | Bidder should not have ever been under a declaration of ineligibility/ fraud/ banned/blacklisted by any PSU/State or Central Government institutions in India for any reason. (Self-Declaration). | <p>If we follow the CVC OR MOF guidelines then the particular clause need to be amended and time frame need to be added that can be either "banned/de-listed/black listed/debarred from business as on date OR banned/de-listed/black listed/debarred from business in last one year"</p> <p>We would also request you to check "Manual for Procurement of Consultancy and Other Services 2017" Guidelines Page no 45 Chapter -2 Para: 2.4.4 banning of Firms: - where it is clearly mentioned banning for specific period only. Particular point should be considered and NHPC's Tender Document with relevant points should be also revised accordingly.</p> | No change |
| 2 | 1.7 Qualification Criteria Pg. No. 7 1.7.10 | Bidder should have a DC-DR failover mechanism for the offered platform, with a recovery time of less than 8 mins, to ensure minimal disruption to any processes. STQC audit Report to be submitted as proof. | <p>Sir/Madam as per our understanding, any e-Procurement system (e-Tendering, Reverse e-Auction, Forward e-Auction) has to be tested and audited by STQC and has to be compliant with all the applicable requirements relating to security and transparency of the following guidelines"</p> <p>The conformity certificate of the following guidelines, extant CVC guidelines, GFR Rules and ISO 27001 (Information Security Management) Process Audit pertaining to e-Procurement application / system can be issued only by STQC department based at New Delhi Guidelines for compliance to quality requirement of e-Procurement Systems dated 31st August 2011 of Department of Electronics and Information Technology (DeiTy), Ministry of Communications & Information Technology of the Government of India [DeiTy Guidelines] which Includes</p> <ol style="list-style-type: none"> 1. CVC Guidelines of e-Procurement application software as covered by the relevant provisions of Annexure-II of DeiTy – Guidelines 2. GFR 2017 as covered by Annexure III of DeiTy – Guidelines 3. IT Act 2000 (and its amendment 2008) as covered by Annexure IV of DeiTy – Guidelines. <p>We further bring to your kind notice that in recent times many e-Procurement service providers misguides concern government departments by submitting non-admissible certificates issued by Private / CERT-IN Test Labs or STQC empanelled test laboratories which is not valid.</p> <p>We request you to confirm that final certificate issued by STQC New Delhi will only be considered as valid STQC Certificate and not from</p> | No change |
| 3 | 2 Evaluation Criteria Pg. No. 8 | TPSODL also, reserves right to split the order among more than one Bidder. Hence all bidders are advised to quote their most competitive rates against each line item. | On which ground contract will have split between more than one bidder? What will be commercial applicable to the bidders? | No change |
| 4 | ANNEXURE II Pg. No. 17 1. NATURE & SCOPE OF SERVICE | iv. Service Provider shall provide market survey and intelligence in relation to items covered by the agreement on a quarterly basis. | Please provide details on what do they mean by market survey and intelligence | Market survey with respect to prices |

| | | | | |
|----|--|---|---|---|
| 5 | GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS Pg. No. 23 17.0 INTELLECTUAL PROPERTY RIGHTS | If, in the course of performance of its functions and duties as envisaged by the scope of the present GCC, the Associate acquires or develops, any unique knowledge or information which would be covered, or, is likely to be covered within the definition of a trademark, copyright, patent, business secret, geographical indication or any other form of intellectual property right, it shall be obliged, under the terms of this present GCC, to share such knowledge or information with the TPSODL. All rights, with respect to, or arising from such intellectual property, as aforementioned, shall solely vest in TPSODL. | Any development in terms of knowledge and information which are developed by Associates independently during performance of services shall be property of Associate. | No change |
| 6 | 1.7 Qualification Criteria Pg. No. 6 1.7.1 | The bidder should have an average annual turnover of Rs.50 Crores in any of last Five financial years. | Financial Qualification Criteria should have to be realistic as per your project value. We believe that it should be Rs. 5 Crore or maximum Rs. 10 Crores per year in last three years. Please consider our suggestion and amend the clause accordingly. | No Change |
| 7 | ANNEXURE II Pg. No. 17 1. NATURE & SCOPE OF SERVICE | xii. All the advance receipts towards sale value of the material will be in the form of demand drafts/pay orders/NEFT favoring TPSODL and shall be collected by Service Provider & forwarded along with the copy of the delivery order issued to the Service Provider. | Hope it is up to service provider how to collect the EMD, Security Deposit, Sale Value and remit the same to TPSODL. If TPSODL wants then we can provide Payment gateway where bidder can pay EMD through online mode and participate in e-Auction. After completion of e-Auction, TPSODL can release the EMD of unsuccessful bidder and successful bidder's EMD can be converted to PG. Please let us know your interest & convenience. | No Change |
| 8 | General Query | | Please share approx. numbers of e-Auction to be conducted by TPSODL during the contract period. | There will be minimum one auction every six months and the number in every quarter could be one. |
| 9 | General Query | | Please share approx. value of scrap material which would be put up for sale through e-Auction during contract period. | Approx 20 Cr. Could be more. |
| 10 | General Query | | Please share year wise total sale/realised value of scrap sold through e-auctions in last three years. | This is a new company and previous figures would be misleading. |
| 11 | General Query | | Hope service provider can manage the e-Auction activities from their HO and physical presence or visit is not required. Communication & support will be managed by phone, email and remote access. Please confirm. | Yes. However for PR the company may visit personally. |
| 12 | General Query | | As functional requirement and e-auction process flow is not mentioned in the scope of work of RFP, we believe TPSODL has requirement of 'Standard English Auction' to be conducted for sale/disposal of scrap material. Please confirm. | We need the Standard English for conduct of Auction only. |
| 13 | General Query | | In entire RFP, many clauses related to requiring associates to take numbers of Insurance covers are mentioned. Hope these clauses are not applicable to us. Please confirm | During lifting of materials from TPSODL Premises i.e. Store / Site / Location, all risk pertaining to manpower & material shall be in Bidders Scope. Bidders has to ensure adequate insurance regarding the same. |

| | | | | |
|----|---|---|---|---|
| 14 | Pg. 6, Qualification Criteria Cl. 1.7.3 | Bidder must have vendor bank duly approved from Central Pollution Control Board (CPCB) & State Pollution Control Board (SPCB) for purchase of hazardous & e-waste materials like Battery, Lead, Copper Waste, Transformer Oil etc. (Validity CPCB & SPCB should be enclosed). | Bidder confirmation w.r.t. a CPCB/SPCB compliant vendor bank can be provided vide self declaration. However it would not be possible to submit the validity certificates for the entire vendor base, as evidence. Request TPSODL to modify suitably. | Initially bidder shall provide the list of minimum of 10 Nos. of their vendors with CPCB / SPCB documents. |
| 15 | Pg. 8, Evaluation criteria | TPSODL also, reserves right to split the order among more than one Bidder | Request TPSODL to confirm the conditions of splitting, percentage, as well as the no. of bidders within whom the work may be split. | No Change. Same shall be at TPSODL discretion. |
| 16 | Pg. 13, Cl. 4.6 Reverse Auctions Pg. 31, Cl. 3.10 | TPSODL 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. | Request TPSODL to confirm if this means that the TPSODL will not open the price bids submitted along with tender, but only conduct RA? If so, what will be the start bid price be based on? | No Change, Tender term and condition will prevail. |
| 17 | Pg. 16, Annexure I, Note 6 Pg. 36, Cl. 5, Prices/Rates / Taxes | The unit price to be indicated in col. should be exclusive of taxes. GST will be extra and applicable as per govt. prevailing rate The Prices/Rates are inclusive of all taxes, levies, cesses and duties, particularly Goods and Services Tax as applicable. | Kindly confirm if the commercials are to be quoted including tax or excluding, since there are different versions stated across the tender document. | Pg.16, Annexure I, Service Charge for Scrap Lifted (In %) should be exclusive of taxes. GST will be extra and applicable as per govt. prevailing rate |
| 18 | Pg. 17, Scope of Work, Cl. 1 (i, ii) | i. Service Provider shall not directly or indirectly participate in the bids for the sale /disposal of scrap/other material offered for sale/disposal. ii. Service Provider shall enter into all sale contracts with the intending buyers/ customers, prepare and issue all Sale Orders with the prior approval of TPSODL. | Both the statements are contradictory to each other. However based on our experience, we understand that the sale contracts are between TPSODL and H1 bidder. Service Provider / BA does not form a party to the sales contract since the ownership lies with TPSODL. The BA may issue the SO, DO and coordinate on behalf of TPSODL. Please confirm our understanding. | The statements are not contradictory. Service provider will NOT participate in the bids during the auction either directly or indirectly will be mandatory. It is mutually exclusive to the statement that the Service provider will be issuing SO and DO as per clarification below- Service Provider will intimate the winning bid to TPSODL and when the BG and Security deposit is approved the SO and DO will be issued on confirmation by TPSODL to the winning bidder by the Service provider with intimation to TPSODL. |
| 19 | Pg. 17, Scope of Work, Cl. 1 iii | Service Provider shall appoint dealers/ traders/ auctioneers for sale/distribution of items covered by the agreement with the approval of TPSODL | Does this mean that the Service Provider is allowed to delegate or sub-let the work to another auctioneer? Kindly confirm or delete. | The Revised Clause as below:-Service Provider shall appoint dealers/ traders for sale/distribution of items covered by the agreement with the approval of TPSODL Service provider will conduct online auction only and will publish the details of lots to be auctioned on the company auction site atleast one week in advance of the date of the auction. ALL dealers who are registered vendors under the qualifying clause for disposal of the nature of the lot (General, Hazardous etc)will be invited to attend. No subletting will be allowed. TPSODL approval is not required for participating vendors. However it will be ensured by the Service Provider that no vendor who has been blacklisted will be allowed to enter in future auctions either directly or indirectly which means by partnership with another company. |
| 20 | Pg. 17, Scope of Work, Cl. 1 vi | Service Provider shall sell the material in consultation and with prior approval of TPSODL. | Service Provider / BA does not form a party to the sales contract since the ownership lies with TPSODL. The BA may issue the SO, DO and coordinate on behalf of TPSODL. Please confirm our understanding. | Service Provider does not have the right to reject any transaction after the online auction. However in case TPSODL does need to stop a particular SO the Service provider can provide assistance and speak to the highest bidder to reject that particular auction. |

| | | | | |
|----|---|---|--|---|
| 21 | Pg. 17, Scope of Work, Cl. 1 xii | All the advance receipts towards sale value of the material will be in the form of demand drafts/ pay orders/NEFT favoring TPSODL and shall be collected by Service Provider & forwarded along with the copy of the delivery order issued to the Service Provider. | Request TPSODL to limit this to only online payment collection, as otherwise it fails the purpose of an online platform. | online payment mode shall only be used for collection. |
| 22 | Pg. 17, Nature and scope of responsibility, Cl. 2 iv | TPSODL has right to call in bidders for negotiations to enhance their offers in the interest of work. | Based on our experience in eAuctions, a post auction negotiation would completely fail the purpose of having a transparent and fair auction process. Request to remove this clause. | TPSODL has a right to fix the right price during online auction which if not achieved will automatically fail the auction. |
| 23 | Pg. 14, Cl. 7.3 Payment Terms Pg. 18, Service Charges, Cl. 4 iii | 100% payment shall be made to BA within 90 days on receipt clear invoice. Service charges payable to Service Provider shall be made by TPSODL within 30 days from the date of submission of the bills after complete lifting against sale order. | Kindly confirm the credit period within which payments will be cleared, since there are contradictory clauses in the tender document. | Service charges payable to Service Provider shall be made by TPSODL within 45 days from the date of submission of the bills after complete lifting against sale order. |
| 24 | Pg. 22, Annexure V, Sl.19 | List of trained / untrained manpower | It would be difficult to provide a complete list of employees or an organization, as such data is confidential. However a count of employees can be shared. Request TPSODL to modify suitably. | Initially organization chart having manpower count shall be submitted by bidder along-with bid. |
| 25 | | EMD | We understand that Notarized copies of documents, and EMD are required for participating in this tender. Therefore request you to extend it by 10 days since this entire week consists of holidays for most organizations. | Due Date shall be extend, may please refer the corrigendum in this regards. |
| 26 | Pg. 23, Annexure VI, Cl. 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. | Request TPSODL to clarify this clause with the context of this scope of work. If not, kindly remove this. | Not applicable. |
| 27 | Pg. 32, Cl. 4, Scope of work | All transport / lifting/ unloading/ storage/preservation of items at site shall be arranged by the Associate at no extra cost to TPSODL. | Quite large portion of the GCC terms are not applicable for this scope of work, including this particular clause. Lifting, etc. falls under the scope of the H1 buyer, and is stated in those lines in the catalogue. Request TPSODL to remove this clause. | Service provider shall ensure that this should be in the scope of H-1 bidder Transport/Lifting/Unloading will be under the scope of the H1 Bidder. |
| 28 | Pg. 34, Cl. 4.4 Deployment of workforce | Associate shall deploy adequate labour, as considered necessary by TPSODL for execution of the contract including Sundays and Holidays whenever required to do so with no extra cost to TPSODL | Request TPSODL to confirm the exact manpower requirement so that the Service Providers can consider such costs before quoting commercials. | No change The manpower to be deployed will be based on the quantum of material, vehicles provided by H1 Bidder for lifting and the time for loading the material. It cannot be specified in general terms. |
| 29 | Pg. 35, GCC Cl. 4.9, Technical Evaluation | TPSODL reserves the right to assign scores to different parameters including but not limited to the following while evaluating the bids. Evaluation parameter for bidders already Registered with TPSODL | Kindly confirm if this Table of evaluation shall be applicable for this tender. | Evaluation of Bidders will be an internal process and TPSODL do not require permission from the Service Provider or the Bidders. |
| 30 | Pg. 37, Cl. 6.2 Bills and invoices | Unless specified otherwise in the special conditions of contract, Associate shall raise not more than one invoice/contract per month for the services rendered in the prescribed Tax Format and the invoice shall be submitted within 15 days of the following month at Invoice Desk, TPSODL Bhubaneswar. | This may not be operationally feasible. Request TPSODL to remove this clause. | Not applicable. |

| | | | | |
|----|---|---|---|--|
| 31 | Pg. 37, Cl. 6.3 Payments and statutory deductions | In case any non-compliance to contract conditions comes to TPSODL's notice, TPSODL will be entitled to deduct 30% of estimated wages plus 20% of wages as TPSODL's overheads | Is this applicable over and above the LD clauses? This may not be operationally feasible. Request TPSODL to remove this clause. | Not applicable. |
| 32 | Pg. 55, Cl. 26, Insurance | BA shall also ensure Purchase of Special Covid Insurance policy of Rs. 5 lacs for the legal heir(s) of deceased BA employees (in case of death due to Covid- 19) Cost of the Covid Insurance policy shall be borne @50% each by the BA and TPSODL. BA will be reimbursed @50% of the Annual Premium based on the original money receipt and policy copy | This may not be operationally feasible. Request TPSODL to remove this clause. Most organizations already have an Insurance policy in place for the entire organization. It would not be possible to modify the same for a select few/all for 1 single project. | Not applicable. |
| 33 | Pg. 67, Cl. 7 Requirements during execution of work | b) Copy of PF Challan (latest by 26th day of every Month). c) Copy of ESI Challan (latest by 26th day of every Month). d) Copy of Wage disbursement sheet / Bank statement. | This may not be operationally feasible. Request TPSODL to remove this clause. | Not applicable. |
| 34 | Pg. 95, Compensation for BA personnel, Cl. 6.3.2 | i. It is mandatorily required to take the GPA policy coverage of Rs. 15 Lacs by the BA for his employees from a reputed insurance agency For Death or Permanent / Total Disablement The BA shall take an insurance coverage of at least Rs. 15 lakhs for each engaged employee, to cover any incidence of Death or Permanent / Total Disablement (Permanent/Total Disability shall be considered as defined under Employees' Compensation Act, 1923). | This may not be operationally feasible. Request TPSODL to remove this clause. Most organizations already have an Insurance policy in place for the entire organization. It would not be possible to modify the same for a select few/all for 1 single project. | Not applicable. |
| 35 | | General Query | Kindly confirm the no. of auctions, and sales value of scrap sold in the last 2 years, or expected to be sold in the next 2 years. | At this juncture only an approximation can be made at 20 Crores. |