Procedure to Participate in Tender

Tender Enquiry No- TPSODL/OT/2022-23/108

Tender Enquiry No.	Work Description	EMD (Rs.)	Tender Fee (Inclusive of GST) (Rs.)	Last Date and Time for payment of Tender Fee
NIT Number: TPSODL/OT/22-23/108	PO for supply & installation of various support softwires for ADMS.	50,000	5,000	30.11.2022, 18:00 Hrs

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

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

1) **Tender Fees**
   To participate in the tender, MSMEs registered in the State of Odisha shall pay Rs.1,000/- including GST towards cost of tender paper.
2) **Earnest Money Deposit (EMD)**
   EMD shall be exempted for MSME registered in the State of Odisha. However, Bidder shall be barred to participate in the tendering process for a period of 2 years in case it backs out post award of the contract.
3) **Qualification Requirement for Open Tenders**
   Qualification Requirement of Financial Turnover for MSME registered in the State of Odisha shall be reduced to 20% of the existing criteria.
   For Technical Qualification, instead of relying on the volumes / value of earlier Supplies / Projects, assessment of the Bidder shall be done on the basis of feedback from Customers. Past performance experience at Tata Power and its Group Companies shall supersede feedback from other Customers.
4) **Performance Bank Guarantees**
   Performance Bank Guarantee for MSME registered in the State of Odisha shall be 25% of the value normally prescribed.

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
   d. E-mail id
   e. Details of submission of Tender Fee
   f. GST Registration No

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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 Southern Odisha Distribution Limited
   Bank Name – Union Bank of India
   Branch Name – Kamapalli Branch, Berhampur.
   Account Type – TPSODL Corporate Expenditure Account.
   Account No – 625901010050070
   IFSC Code – UBIN0562599

   E-mail with necessary attachment of 1 and 2 above to be sent to shubhranshu.sahu@tpsouthernodisha.com with copy to manoj.kharbanda@tpsouthernodisha.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 TPSODL 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 only through TPSODL E-Tender system (Ariba). User manual to guide the bidders to submit the bid through E-Tender system (Ariba) is also enclosed.

   No e-mail or verbal correspondence will be responded. 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 TPSODL 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 Fee / EMD by Bidder who have not done the prerequisite will not be refunded.

   Also all future corrigendum to the said tender will be informed on Tender section on website https://www.tpsouthernodisha.com/archivetenders.html

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NIT No.: TPSODL/OT/2022-23/108

Open Tender Notification

For

PO for supply & installation of various support softwires for ADMS.

Tender Enquiry No.: TPSODL/OT/2022-23/108

Due Date for Bid Submission: 12.12.2022; 16:00 Hours

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TP SOUTHERN ODISHA DISTRIBUTION LIMITED
(A Tata Power and Odisha Government Joint Venture)
(Procurement Department)
Call Center /Training Center, Duduma Colony, Ambagada, Berhampur, Odisha-761001

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1.0 Event Information

1.1 Scope of work

Open Tenders are invited through e-tender bidding process from interested and eligible bidders for Supply & installation of various support softwires for ADMS as listed below. The detailed scope of work is mentioned in the Annexure- VII.

SL No	Description	UoM	Qty
1	Windows 2019 Standard 16 core license	nos	32
2	Exsi Host (7.0 Update 3)	nos	4
3	Mota data Path Management (Metadata 7.8)	nos	20
4	Antivirus Agent (TrendMicro Apex One 2019)	nos	12
5	HIDS Agent TrendMicro Deep Security Manager 20.0.605	nos	8
6	Backup Agent Veeam 11.0.1.1261	nos	20

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.

1.2 Availability of Tender Documents

Please refer “Procedure to participate in the e-tender”.

1.3 Calendar of Events

(a)	Last Date of receipt of Tender Fee	30.11.2022, 18:00 Hrs
(b)	Date & Time of Pre-Bid Meeting (If any)	Not Applicable
(c)	Last Date of receipt of pre-bid queries, if any	02.12.2022, up to 17:00 Hours
(d)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	05.12.2022 up to 17:00 Hours
(e)	Last date and time of receipt of Bids	12.12.2022 up to 17:00 Hours
(f)	Date & Time of opening technical bids & EMD	12.12.2022 17:00 Hours onwards
(g)	Date & Time of opening of Price of qualified bids	Will be notified to the successful bidders through our website / e-mail.

Note: - In the event of last date specified for submission of bids and date of opening of bids is declared as a closed holiday for TPSODL, 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 along with a sample of each item as specified at Annexure I (as applicable)

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1.4.5 Duly signed and stamped 'Schedule of Deviations' as per Annexure III on bidder's letter head.

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, MSME, 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: -

.6.1 EMD of requisite value and validity

.6.2 Tender fee of requisite value

.6.3 Price Bid as per the Price Schedule mentioned in Annexure-I

.6.4 Necessary documents against compliance to Qualification Requirements mentioned at Clause 1.7 of this Tender Document.

.6.5 Filled in Schedule of Deviations as per Annexure III

.6.6 Filled in Schedule of Commercial Specifications as per Annexure IV

.6.7 Receipt of Bid within the due date and time

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

.7 Qualification Criteria

- The bidder should have Average Annual turnover of at least Rs. 1 Crore for any of last 3 Financial Year (FY) out of FY 18-19, FY 19-20, FY 20-21 & FY 21-22. (Copy of audited balance sheet and Profit and loss account statement to be submitted in this regards).
- The bidder can be an OEM/ Authorized distributor/Partner of OEM. In case, bidder is not an OEM, then the bidder must submit the authorization letter from Principal OEM. The Authorization Certificate shall be furnished on the letter head of the manufacturing concern / OEM and should be signed by a person on behalf of the manufacturer/OEM, who is competent to authorize the trader / Channel Partner. If Principal OEM participates in Bidding Process, the bids of Authorized trader / Channel Partner shall be treated as 'cancelled' if they unable to furnish 'Letter of Consent' from Principal OEM.
- The offered products in the solution against the supply order shall be latest version and should not be end of life till 21 Aug 2026, however if any product which is declared end of life product by OEM during the supply period of material, in this case the bidder should supply replaced model or next higher model/version of the Product. (Bidder's Self-declaration to be furnished in this regard.)

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- Bidder/OEM must have implemented, minimum 05 similar installations. (Self declaration/ PO copy to be furnished in this regards)
- OEM should have presence in INDIA for last 8 years. (Establishment Certificates of OEM to be furnished by bidder.)
- OEM or Authorized distributor/Partner of OEM should have a registered office in India to provide sales and 24x7 support in India. OEM should have TAC Support center based out of India.
  (The certificate/declaration to this effect should be submitted.)
- The bidder must have all statutory compliance like valid PAN no., ESI registration, EPF registration, GSTN, etc. In case bidder is not having these statutory compliances, the Bidder shall submit an undertaking that in case it is a successful bidder, it shall obtain the same and submit to TPSODL before execution / award of contract.
  (Copy of above registrations / supporting documents to be submitted)

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

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

2) **Earnest Money Deposit (EMD)**
   EMD shall be exempted for MSME registered in the State of Odisha. However, Bidder shall be barred to participate in the tendering process for a period of 2 years in case it backs out post award of the contract.
3) **Qualification Requirement for Open Tenders**
   Qualification Requirement of Financial Turnover for MSME registered in the State of Odisha shall be reduced to 20% of the existing criteria.
   For Technical Qualification, instead of relying on the volumes / value of earlier Supplies / Projects, assessment of the Bidder shall be done on the basis of feedback from Customers. Past performance experience at Tata Power and its Group Companies shall supersede feedback from other Customers.
4) **Performance Bank Guarantees**

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

   Note:
   1.In case the bidder has a previous association with TPSODL for similar products and services, the performance feedback for that bidder from TPSODL User Group shall only be considered irrespective of performance certificates issued by any third organization

   However, TPSODL reserve the right to scrutinize and reject any of such existing vendors without assigning reason what so ever may be.
   Based on latest / previous years experiences of Tata Power / Tata Power group companies with BA, TPSODL reserves the right to disqualify the bidders during techno - commercial evaluation of the bid.

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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, TPSODL reserves the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the General Condition of Contracts. A bidder who violates the market place rules or engages in behavior that disrupts the fair execution of the marketplace, may result in restriction of a bidder from further participation in the marketplace for a length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

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

1.9 Supplier Confidentiality

All information contained in this tender is confidential and shall not be disclosed, published or advertised in any manner without written authorization from TPSODL. This includes all bidding information submitted to TPSODL. All tender documents remain the property of TPSODL and all suppliers are required to return these documents to TPSODL 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 all-inclusive lowest cost for overall tender BOQ as calculated in Schedule of Items *[Annexure I].* TPSODL however, reserves right to split the order line item wise and/or quantity wise amongst more than one Bidder. Hence, all bidders are advised to quote their most competitive rates against each line item.
- Bidder has to mandatorily quote against each item of Schedule of Items *[Annexure I].* Failing to do so, TPSODL may reject the bids.
- TPSODL reserves the right to disqualify the bidder/s during techno - commercial evaluation of the bid, in case it is found that some matter / case pertaining to the bidder is prevalent under any kind of litigation (filed by either of the party) with TPSODL / Tata Power / Tata Power group companies. This will also include old pending matters, if any, of erstwhile SOUTHCO era.

  NOTE: In case of a new bidder not registered, existing sites shall be visited by TPSODL officials for confirming overall performance of the BA. However, TPSODL reserves the right to carry out sites inspection and evaluation for any bidder prior to technical qualification. In case a bidder is found as Disqualified in the sites visit evaluation, their bid shall not be evaluated any further and shall be summarily rejected. The decision of TPSODL shall be final and binding on the bidder in this regard.

2.1 Price Variation Clause: The prices shall remain FIRM during the entire contract period.

3.0 Submission of Bid Documents

3.1 Bid Submission

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

Bids shall be submitted in 3 (Three) parts:

FIRST PART: "EMD" of **Rs. 50,000 /-** (Rupees Fifty Thousand only) shall be submitted.

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The EMD shall be valid for 210 days from the due date of bid submission in the form of BG/ Bankers Pay Order favoring 'TP Southern Odisha Distribution Limited", payable at Berhampur only. The EMD has to 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. EMD in the form of BG/ Bankers Pay Order shall be required to be submitted only at the Office of HOD-Procurement as addressed hereunder-

TP SOUTHERN ODISHA DISTRIBUTION LIMITED

(A Tata Power and Odisha Government Joint Venture)

Procurement Department

Call Center /Training Center, Duduma Colony, Ambagada, Berhampur, Odisha-760002

EMD May also be submitted through NEFT/ RTGS as per Bank details provided below with proper furnishing of submission details

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.

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

Beneficiary Name – TP Southern Odisha Distribution Limited

Account No: 625901010050070
Type of Account: TPSODL Corporate Expenditure Account.
Name of the Bank: Union Bank of India, Kamapalli Branch, Berhampur.
IFSCode: UBIN0562599

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)*
h) Acceptance of Annexure for Scope of work and Service level agreement.

The technical bid shall be properly indexed and is to be submitted through TPSODL E-tender platform (Ariba) only. Hard copy of Technical Bids need 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 descriptionas mentioned in the tender document (to the extent modified through Corrigendum issued if any) shall prevail.

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Price Bid is to be submitted in soft copy through TPSODL E-Tendering system (Ariba) only , Hard copy of Price Bid not be submitted.

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

"PO Supply & installation of various support softwires for ADMS as mentioned in the tender BoQ"

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the TPSODL, shall be written in the English Language.

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 authorizinghim 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 ofthe Company and shall be accompanied by certified true copies of the resolutions, extracts ofArticles of Association, special or general Power of Attorney etc. to show clearly the title, authority and designation of persons signing the Bid on behalf of the Company.

Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with bid.

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

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

3.2 Contact Information

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

Communication Details:

Package Owner - Contracts

Name: Mr. Shubhranshu Shekhar Sahu
Department: Procurement
Contact No.: 9263639730
E-Mail ID: shubhranshu.sahu@tpsouthernodisha.com

HOD-Procurement

Name: Mr. Manoj Kumar Kharbanda

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Contact No: 9971395197

E-Mail ID: manoj.kharbanda@tpsouthernodisha.com

Chief – Procurement & Stores:

Name: Mr. Subrata Dey

E-Mail ID: subrata.dey@tpsouthernodisha.com

Bidders are strictly advised to communicate with Package Owner through TPSODL E-tender System (Ariba) only. They need to pay Tender Participation Fee to receive the Ariba log-in.

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 for each item & total price with taxes, duties & freight up to destination at various sites of TPSODL. 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 breaks 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/ SLA mentioned in the tender, shall be deemed to be included in prices quoted.

Applicable GST to be specified clearly.

The quantity breaks 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/ SLA mentioned in the tender, shall be deemed to be included in prices quoted.

3.4 Bid Currencies

Prices shall be quoted in Indian Rupees Only.

3.5 Period of Validity of Bids

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

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

3.6 Alternative Bids

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

3.7 Modifications and Withdrawal of Bids

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

3.8 Earnest Money Deposit (EMD)

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

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

- Banker's Cheque/ Demand Draft/ Pay order drawn in favor of TP Southern Odisha Distribution Limited payable at Berhampur.
- 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:

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/ Rate contract, or furnish the required performance security BG

3.9 Type Tests (if applicable)

The type tests specified in TPSODL 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 TPSODL.

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

4.2. Technical Bid Opening

Bids shall be opened as per the schedule mentioned in Calendar of Events. In case of limited tenders, the bids shall be opened internally by TPSODL. Owing to COVID Scenario, in case of Open Tenders also, the bids shall be opened internally by TPSODL. Technical bid must not contain any cost information whatsoever.

First the "EMD" will be checked. 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 TPSODL.

4.3. Preliminary Examination of Bids/Responsiveness

TPSODL 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. TPSODL may ask for submission of original documents in order to verify the documents submitted in support of qualification criteria.

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

4.5. Price Bid Opening

Price bids will be opened at the stipulated date and time. The EMD of the bidder withdrawing or substantially altering his offer at any stage after the technical bid opening will be forfeited at the sole discretion of TPSODL without any further correspondence in this regard.

4.6. Reverse Auctions

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 and reserves the rights to conduct the manual negotiation with the BA who is declared L1 after Reverse Auction. 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

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

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

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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. Acceptance Form for Participation in Reverse Auction (Annexure VI)
7. General Conditions of Contract (Annexure VIII)

7.0 Post Award Contract Administration

7.1 Special Conditions of Contract

- Business Associate (BA) shall submit applicable Performance Bank Guarantee as per GCC within 15 days of issuance of order. PBG applicable shall be 10% of Order Value. PBG submitted, shall be released after completion of applicable guarantee period plus one month.
- **MDCC is not applicable.**
- Any change in statutory taxes, duties and levies during the contract period shall be borne by TPSODL. However, in case of delay in work execution owing to reasons not attributable to TPSODL, any increase in total liability shall be passed on the Bidder, whereas any benefits arising owing to such statutory variation in taxes and duties shall be passed on TPSODL.

All the terms and conditions of TPSODL General Conditions of Contract for Composite Orders shall be applicable.

7.2 Completion period

As per Point no-7 of Annexure- VII (SOW & SLA).

7.3 Warranty Period

As per Point no-2 of Annexure- VII (SOW & SLA).

7.4 Payment Terms

On completion of softwires installation and certification of acceptance by certified official, Associate shall submit the Bills/ Invoices in original in the name of TP Southern Odisha distribution Limited to Invoice Desk (BIRD). The payment shall be released within 45 days from the date of submission of certified bills/ invoices.

7.5 Drawing Submission and Approval

The relevant drawings and GTPs (if applicable) need to be submitted by BA within 02 weeks of receipt of RC. In case, re-submission of drawings is required on request of TPSODL, same needs to be submitted back to TPSODL within 5 days of such request.

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Wherever TPSODL specifications are not available, relevant IS/IEC to be followed. All Drawings mentioned in the Tender Specification and other required for the completeness of the tender shall be submitted. Drawing submission process shall not be deemed complete of all the requirements are not complied during the submission of the same.

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

- TPSODL is an ethical organization and as a policy TPSODL 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.

- TPSODL work practices are governed by the Tata Code of Conduct which emphasizes on the following:

- We shall select our suppliers and service providers fairly and transparently.

- We seek to work with suppliers and service providers who can demonstrate that they share similar values. We expect them to adopt ethical standards comparable to our own.

- Our suppliers and service providers shall represent our company only with duly authorized written permission from our company. They are expected to abide by the Code in their interactions with, and on behalf of us, including respecting the confidentiality of information shared with them.

- We shall ensure that any gifts or hospitality received from, or given to, our suppliers or service providers comply with our company's gifts and hospitality policy.

- We respect our obligations on the use of third-party intellectual property and data.

Bidder is advised to refer GCC attached at Annexure IX for more information.

Any ethical concerns with respect to this tender can be reported to the following e-mail ID: mpkulkarni@tpsouthernodisha.com with cc to manoj.kharbanda@tpsouthernodisha.com

8.0 Scope of job and Service Level Agreement (SLA)

As per Annexure II.

9.0 General Condition of Contract

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

10.0 Safety

Safety related requirements as mentioned in our safety Manual put in the Company's website which can be accessed by:

http:// www.tpsouthernodisha.com

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

All jobs in this tender have to be executed strictly in compliance to the Safety terms and Conditions of TP Southern Odisha Distribution Limited. Please refer attached Safety terms and conditions, Annexure-X, for details. Violation of Safety norms will result in Penalty as mentioned in the above document.

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Annexure-1

Schedule of Items (Price Bid)

Sl No.	Description	Unit	Quantity	HSN / SAC Code	Unit Rate (Rs.)	Appl. Taxes & Duties	All Inclusive Unit Rate (Rs.)	Total All Inclusive Value (Rs.)
			A		B	C	D = B + C	E = A x D
1	windows 2019 Standard 16 core license	Nos	32					
2	Exsi Host (7.0 Update 3)	Nos	4					
3	Meta data Path Management (Metadata 7.8)	Nos	20					
4	Antivirus Agent (TrendMicro Apex One 2019)	Nos	12					
5	HIDS Agent TrendMicro Deep Security Manager 20.0.605	Nos	8					
6	Backup Agent Veeam 11.0.1.1261	Nos	20					

Authorized Signatory

NOTE:

1) The bidders are advised to quote prices strictly in the format attached. Break-Up of prices for line-items to be provided in format given.
2) The bidder must fill each and every column of the format attached. Mentioning “extra/inclusive” in any of the column may lead for rejection of the price bid.
3) No cutting/ overwriting in the prices is permissible.
4) The prices shall be FOR TPSODL Locations.
5) The bidders shall quote against each of the line items as indicated below. The quantity as mentioned above neither implies nor guarantees any minimum deployment thereunder. The above quantity is based on TPSODL estimates. It is indicative only and is not binding on TPSODL for fulfillment. Actual quantities may vary as per TPSODL’s requirements.

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ANNEXURE II

TECHNICAL SPECIFICATIONS

Not applicable

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ANNEXURE III

Schedule of Deviations

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

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

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

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

Seal of the Bidder:

Signature:

Name:

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ANNEXURE IV

Schedule of Commercial Specifications

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

S. No.	Particulars	Remarks
1.	Prices firm 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:

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ANNEXURE V

Checklist of all the documents to be submitted with the Bid

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

S. No.	Documents attached	Yes / No / Not Applicable
1	EMD of required value	
2	Tender Fee as mentioned in this tender	
3	Signed copy of this tender as an unconditional acceptance	
5	Duly filled schedule of commercial specifications (Annexure IV)	
6	Sheet of commercial/technical deviation if any (Annexure III)	
7	Balance sheet for the last completed three financial years; mandatorily enclosing Profit & loss account statement	
8	Acknowledgement for Testing facilities if available (duly mentioned on bidder letter head)	
9	List of Machine/tools with updated calibration certificates if applicable	
10	Details of order copy (duly mentioned on bidder letter head)	
11	Order copies as a proof of quantity executed	
12	Details of Type Tests if applicable (duly mentioned on bidder letter head)	
13	All the relevant Type test certificates as per relevant IS/IEC (CPRI/ERDA/other certified agency) if applicable	
14	Project/supply Completion certificates	
15	Performance certificates	
16	Client Testimonial/Performance Certificates	
17	Credit rating/solvency certificate	
18	Undertaking regarding non blacklisting (On company letter head)	
19	List of trained/untrained Manpower	

Seal of the Bidder:

Signature:

Name

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ANNEXURE VI

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

(To be signed and stamped by the bidder)

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

Signature & Seal of the Bidder

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Annexure VII

SCOPE OF WORK AND SERVICE LEVEL AGREEMENT

Sl No.	Description	Compliance	Remarks
	Scope of Work		
	TPSODL has commissioned SCADA System in Phase-1 and now will be integrating Advanced Distribution Management System (ADMS) application supplied by GE(Digital) in Phase-2 at TPSODL. These softwires in scope will be deployed for commissioning of ADMS. Bidder has to mandatorily quote for all line items and TPSODL will get the evaluation done base on the assessment for compatibility with existing system.		
	Service Level Agreement		
1	**Terms of Agreement:**		
	This agreement shall remain in force from the date of commencement i.e. <date > till the expiry of the warranty (including extension if any) for the device provided against this order. It shall be open to TPSODL to terminate this agreement any time during its currency by giving one month notice to the vendor, in writing.		
2	**Commencement of Warranty Period**		
	The warranty/support period will start from date of completion of installation of device/software i.e. from the date on which installation report is signed by TPSODL in TPSODL format.		
	a) The warranty /support of the software 's carries till December 2027. Vendor shall provide support /maintenance of the software's for a period year as per terms and laid in this document. Conditions laid in this document.		
	b) Vendor shall be authorized channel partner of OEM. Vendor shall submit the authorization certificate form OEM along with this SLA.		
	c) Uptime guarantee: Uptime of the equipment's will be 99 %. This will be calculated on monthly basis.		
3	**Scope of Work**		
	TPSODL nominated person release RO/mail for supply of software license to TPSODL (Scope of Installation area will be TPSODL DC(STPI Berhampur) and STPI(BBSR))		
	a) Complete configuration of the device to integrate with existing Data Centre network.		
	b) Implement and documentation of the same		
	c) Test all the services.		
	d) Provide Hands on Training for TPSODL Team.		

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	e) Vendor should complete the project as per the agreed time.		
	f) OEM Team/Engineer / Bidder 's representative should do the implementation services at site.		
4	**Maintenance Services**		
	Vendor shall provide maintenance services under this agreement for the software listed above on per agreed vide purchase order number for the purchased equipment.		
	The maintenance services shall include the following: -		
	(i) Corrective Maintenance		
	Any system/software failure, service will be attended by vendor's engineer and if necessary, by their specialists and consultant. if any software having issue, it should be replaced with equivalent version or higher version only.		
	(ii) Preventive Maintenance		
	TPSODL will allow vendor to carry out required Preventive Maintenance of the device. The down time required for Preventive Maintenance will be included in total down time of system to calculate quarterly uptime and also communicated to TPSODL management by the vendor.		
5	Spares Availability/ Support for OS Patch		
	Vendor shall have a back-to-back Business Critical Support arrangement with the <OEM> for spares and escalation support. Vendor shall also have a formal arrangement with < OEM> for any technical support that may be required on the hardware and the OS.		
	A copy of agreement between service provider & OEM should be provided to TPSODL		
	The deliveries under system Hardware, software/patches support include: -		
	System Software (IOS) updates / upgrades		
	Pro-active patch notification & installation on device		
	Operating System Bug-fixes		
	Access to OEM Diagnostic Solutions Database.		
	Any other changes beneficial to TPSODL will be done on device through the bidder		
6	**Response and Resolution Time**		
	As mentioned in SLA		
7	**Delivery Time**		
	The softwires shall be delivered within 4-6 weeks from order issuance date and installation of the same should be done in one week from the date of intimation. (Client will intimate the installation date to bidder for installation of equipment's).		
8	**Method of contact to Engineer**		

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	Vendor should mention contact no, e-mail id and name of concerned engineer		
9	**Level of specialist assistance to engineer.**		
	The vendor will ensure that all required specialist /Technical Support will be provided to his engineer so that the guaranteed uptime will be achieved		
	Level of Escalation (If problem is not resolved as per SLA)		
	Level 1 – The Account Manager <Ph number, Email id>		
	Level 2 – General Manager or Equivalent Level <Ph number, Email id>		
	Level 3 – CEO of the company <Ph number, Email id>		
10	**Reporting**		
	The vendor shall prepare a Monthly Report in the prescribed format of TPSODL covering the following - Uptime Summary Report		
11	**Liquidated Damages**		
	Incase uptime commitment of device (as mentioned in clause 2 (a), (c), 3, 5, 6, 7, 8)) of this SLA) is not met, the same would attract a Penalty @ Rs1000 per hour per device. The penalty money will be recovered from the payment due to vendor.		

S. No	Activity	SLA Timelines
1	Configuration/ Call Response Time	2 Hours response time.
2	Resolution Time	4 hours from the time of call registration.

Escalation Matrix: -

Category	On call Response	Contact person	Email id
Support – Initial analysis (L1)	Within 2 hrs		
L2	Within 4 Hrs		
Account Manager			
Sales Director			

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Annexure VIII

Attached separately- General Condition of Contract

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ANNEXURE X
TATA CODE OF CONDUCT

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

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

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

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ANNEXURE XI
ENVIRONMENT & SUSTAINABILITY POLICY

CORPORATE ENVIRONMENT POLICY

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

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

(Praveer Sinha)
CEO & Managing Director

Date: 15th June, 2018

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CORPORATE SUSTAINABILITY POLICY

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

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

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

(Praveer Sinha)
CEO & Managing Director

Date: 15th June, 2018

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