

08.08.2022

Corrigendum No. – 1

Tender Enquiry No- TPSODL/OT/2022-23/073

Work Description - Rate Contract for Services of Customer Relation Executive at TPSODL, Odisha.

1. The calendar of events shall be as under-

S. No	Last date and time of receipt of Bids as per Corrigendum-1	Last date and time of receipt of Bids as per Corrigendum-2
1	10.08.2022 up to 17:00 Hrs	17.08.2022 up to 17:00Hrs

Note: Pre-Bid Queries are updated in Annexure-I

Best Regards,

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TP SOUTHERN ODISHA DISTRIBUTION LIMITED
(A Tata Power and Odisha Government Joint Venture)

MSTC Training Centre, Ambagada | Berhampur | Ganjam | Odisha - 760 006

Format for Query / Clarification / Deviation (QCD)

Tender TPSODL/OT/22
-23/073

Package Name

Bidder ConneQt Business Solutions Limited

Note : The said format to be used only for any Pre-bid Query / Clarification/ Deviation on any of the Tender documents

Sr. No.	Detailed Reference to concerned Document . Please	Description as per Bid Document	Query / Clarification / Deviation	Tata Power Response
1	2	3	4	5
1	Pg 3 - 24, 1. Background & Details:	TPSODL license area is divided into 6 Circles, 19 Divisions and 51 Subdivisions & 135 sections as appended below	There are 135 sections across 6 divisions, however the CREs deployment shall be 140 other the support staff, is the understanding correct?	There are currently 135 sections under 19 Divisions & deployment would be accordingly. 140 Nos has been provisioned considering incase there additional CRE requirment for section which is large size and TPSODL management decides to bifurcate such section further
2	Pg 3 - 26, Conditions of	Days of manning: 6 days of week	The operational hours for CRE shall be general shift, Monday to Saturday, while Sunday being work off, is the	Yes
3	Clause 1.9 Clause 16. Pg 49	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	We suggest to have bilateral confidentiality , IPR and indemnity clause wherever applicable throughout the RFP/Agreement	Same shall be applicable for all,
4	Clause 22, Page 27; Clause 14 , pg 48	Sub-letting / Sub-Contracting of this contract is strictly prohibited, violating of this clause will lead to termination of this contract 14.0 ASSIGNMENT OR SUBCONTRACTING Associates shall not assign/subcontract/outsource the schedule of activities of contract TPSODL enters with the associate, in part or full, without TPSODL's prior written approval. However, outsourcing of materials/equipment/services by Associate to make the integrated product for which TPSODL's has placed the contract with the associate from suppliers, makes and agencies	We suggest to relax this clause giving Conneqt the right to sub-contract and/or assign this agreement with notice except to any of its Affiliates or group entities	Needs to be adhered as per tender clause only.

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5	Clause 4.1, 35 Clause 18, Pg 50 Annexure F- j) -Pg 67	<p>Indemnity :Associates shall undertake to fully indemnify TPSODL (also referred to as the Company in the GCC) against all kinds of liabilities or damages, of whatsoever nature, including compensation rising from any accident to the person or property of those in Associate’s employment or to any other person or properties including those of TPSODL, arising due to reasons attributable to....</p> <p>The Associate shall at all times indemnify, keep indemnified and hold harmless the TPSODL and its officers, directors, employees, affiliates, agents, successors and assigns against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement of patent, trade mark, registered design, copy rights and/or industrial property rights by manufacture, sale or use of the equipment supplied by the Associate whether or not the TPSODL is held liable for by any court judgement. In this connection, the TPSODL shall pass on all claims made against him to the Associate for settlement.</p> <p>The Associate assumes responsibility for and shall indemnify and save harmless the TPSODL from all liability, claims, costs, expenses, taxes and assessments including penalties, punitive damages,</p>	We suggest to have Bilateral indemnity	NO changes in GCC document.
6	Clause 12, Pg 46	<p>GUARANTEE.</p> <p>12.1 Guarantee of Performance Associates shall stand guarantee that the equipment and material supplied/service or work rendered under the contract is free from design, manufacturing, material, construction, erection & installation and workmanship & quality defects and is capable of its due, rated and intended quality performance, as an integrated product delivered under the contract or a specific period termed as Guarantee Period(as elaborated elsewhere in this clause) The Associate should also guarantee that the equipment/material is new and unused except for the usage required for the tests and checks required as part of quality assurance.</p> <p>12.2 Guarantee Period The Guarantee Period will be equipment/service/work specific and shall be as specified in the Standard Specifications of TPSODL for the equipment/material/service/work and where standard specifications are not part of contract documents or guarantee period is not specified in the standard specifications,, the guarantee period shall be as per the Special Terms and Conditions of the Contract. In case of no mention of the guarantee period in standard specifications or SCC Guarantee Period will be 12 Months from the Date of Commissioning or 24</p>	We understand that all the clauses pertaining to goods are not applicable and suggest to remove the same	In the service orders case this Guarantee clause not applicable.

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7	Clause 13, Pg 47	<p>13.0 LIQUIDATED DAMAGES</p> <p>a) For Services which are of standalone use, multiple in quantities and having a single final completion schedule, Liquidated damages shall be levied without prejudice to any of the other contractual rights of TPSODL, as described below: For delay of each week and part thereof from the completion schedule specified in the contract, 1% of contract value corresponding to unexecuted work, provided full execution is done within 130% of the original contract time. If full contractual service/work rendered is not completed within 130% of contract time for execution, TPSODL has the right to levy LD on the entire contract value, subject to a maximum of 10% of the total contract value.</p> <p>b) For services having phased completion schedule(milestone) as per contract terms, standalone use and multiple in quantities, Liquidated damages shall be levied without prejudice to any of the other contractual rights of TPSODL, as described below: For the purpose of calculating and applying LD, each milestone shall be considered separately. For delay of each week and part thereof, from the execution of work schedule specified in the milestone, 1% of the contract value corresponding</p>	We suggest to delete liquidated damages.	NO changes in GCC document.
8	Clause 17, Pg 50	<p>17.0 INTELLECTUAL PROPERTY RIGHTS</p> <p>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 afore mentioned, shall solely vest in TPSODL.</p> <p>Moreover, the Associate undertakes not to breach any intellectual property right vesting in a third party/parties, whether by breach of statutory provision, passing off, or otherwise. In the event of any such breach, the Associate shall be wholly liable to compensate, indemnify or make good any loss suffered by such third party/parties, or any compensation/damages arising from any legal proceeding/s, or otherwise. No liability of TPSODL shall arise in this respect, and any costs, damages,</p>	We suggest you to have this as mutual clause and include this as is All Intellectual Property vests in and remains the sole and exclusive property of the respective party and either party acknowledges that nothing in this Agreement confers or gives rise to any rights, title, claim, interest or privilege on either party's intellectual property in favour of the other party	NO changes in GCC document.

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9	Clause 19.2 , Pg 51	<p>Limitation of Liability</p> <p>The total liability of Associate against any contract shall be limited to the Total All Inclusive Contract Value.</p>	<p>We suggest to have LOL Clause cap as follows instead of total contract Value:</p> <p>Conneqt's liability to the other party for damages, from any cause whatsoever and regardless of the form of action, whether in contract or in tort, including proven negligence, shall be limited to the actual amount billed by Service Provider to customer in the two (2) calendar months prior to the cause of action first arose which are subject to proven.</p>	NO changes in GCC document.
10	Caluse 20; Pg 20.0	<p>FORCE MAJEURE:</p> <p>Force Majeure applies if the performance by either Party ("the Affected Party") of its obligations under Contract is materially and adversely affected.</p> <p>"Force Majeure" shall mean any event or circumstance or combination of events or circumstances referred below and their consequences that wholly or partly prevents or unavoidably delays any Party in the performance of its obligations under this Agreement, but only and to the extent that such events and circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided even if the Affected Party had taken reasonable care:</p> <p>Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, embargo, blockade, revolution, riot, bombs, religious strife or civil commotion, etc.</p> <ul style="list-style-type: none"> ▪ Politically motivated sabotage, or terrorism, etc. ▪ Action or Act of Government or Governmental 	<p>We propose to add "Pandemic" in the definition of Force Majeure.</p>	No changes in ANNEXURE -V

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11	Caluse 21.1, 21.2; Pg. 53	<p>SUSPENSION OF CONTRACT</p> <p>21.1 Suspension for Convenience</p> <p>TPSODL may, at any time and at its sole option, suspend execution of all or any portions of the schedule of items of contract to be supplied/work to executed by Associate under the contract by providing to the Associate at least two business days written notice for contracts having contract completion period less than sixty days and at least seven business day notice for all other contracts. Upon receipt of any such notice, the Associate shall respond as follows as applicable as per contract construction.</p> <ul style="list-style-type: none"> ▪ Immediately discontinue further supply of material/goods specified in the suspension notice for supply contracts ▪ Immediately discontinue further service/work and supply of materials of those services/materials/work specified in the suspension notice for service /composite contract ▪ Promptly make every reasonable effort to obtain suspension, upon terms satisfactory to TPSODL, of all orders, outsourcing arrangements, and rental Contracts to the extent that they relate to performance of the portion of Work suspended by the notice. <p>Protect and maintain the portion of the</p>	<p>We suggest to remove this as Termination for Default/Breach of Contract shall suffice for breach of terms.</p>	<p>NO changes in GCC document.</p>
12	Clause 22 , 22.1, 22.2; Pg.53	<p>22.0 TERMINATION OF CONTRACTS</p> <p>22.1 Termination for Default/Breach of Contract</p> <p>The contract / PO shall be subject to termination by TPSODL in case of breach of the contract by the Associate which shall include but not be limited to the following:</p> <ol style="list-style-type: none"> a. Withdrawal or intimation by the Associate of its intent to withdraw or surrender the execution / completion of the contracted work /PO or failure in ensuring adherence to any delivery schedules, in deviation of the contract/PO b. Refusal or neglect on the part of the Associate to supply material/equipment of quantity or quality as specified by TPSODL and within the timeframe as specified in the contract document or refusal or neglect to execute the services/work in terms of the agreed standards of quantity or quality and/or within the timeframe specified in the contract/PO. c. Failure in any respect to perform any portion of the Work contracted with promptness, diligence, or in accordance with the terms of the contract. d. Failure to furnish guarantees as specified and /or failure to comply with the terms thereof. d. It shall be open for TPSODL to conduct a joint assessment with the associate of the material ,supplies, equipment ,works or in general as to the subject matter of the contract in regard to which 	<p>We suggest to have right to termination for breach/default of contract for both the parties and Right to termination for convenience for Conneqt from day one and not after completion of one year. And we suggest not to have any termination convenience fees.</p>	<p>NO changes in GCC document.</p>

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13	Clause 5, Pg 140	Training and Capability Building Safety Training and capability building of workforce is a major component of safety management program. All training required must be provided and documented as specified by Tata Power and Indian Regulations. Tata Power Safety Manager will audit contractors training and related	We recommend for an Advance notice of at least 7 days to be issued to have audit	No changes in Safety terms and conditions.
14		Education Qualification	1-2 years in any customer facing & collection profile (Can we consider the Exp as 6M - 1y for agents and also do we have scope to hire undergraduate)	Strictly to be considered as mentioned in scope of work
15		General	Do the agents & support require a specific background verification	CRE & Support staff background check before hiring is in scope of BA
16			Cash which will be collected from the centre the insurance will be taken care by TPSODL or by Vendor .	Insurance of collection amount is in BA scope
17			Cash which will be collected from the crc centre / bill collection centre will be transfered to sub section office kindly confirm	Needs to be handed over to the TPSODL authorised employee or TPSODL bank account in coordination with respective Section incharge.
18			Need clarity between the distance of customer service centre / bill collection centre and division and sub	It varies from section to section
19			Kindly confirm about the daily average cash collection from each customer service centre / bill collection	This will be a totally new setup. It varies from section to section (from 50k/day to 10 lakh/day maximum (in very few
20			Availability of the valet in the customer relation centre / bill collection centre	Needs to be handed over to the TPSODL authorised employee or TPSODL bank account in coordination with respective Section incharge.
21			Kindly confirm whether the vendor need to submit the cash to bank which is collected from crc / bill collection centre	Yes. Needs to be handed over to the TPSODL authorised employee or TPSODL bank account in coordination with respective Section incharge.
22			If cash need to be submitted to the bank by the vendor kindly confirm how far is the bank branch from the crc /	It varies with section to section. Need to take guidance from respective section incharge.
23			. In case cash is required to be collected, stored in vaults and deposit in the branch by the customer relation executive, there will be additional charges for cash pickup & deposit services however this is not mentioned in the Tender. Therefore, Please clarify on this point and	Needs to be handed over to the TPSODL authorized employee or TPSODL bank account in coordination with respective Section Incharge.
24			Support staff other than customer relation executive (as given in Page No. 24) costing to be included in the CRE	The price of all the support staff will be included in the price of CRE's. Bills to be raised for CRE's only.
25			Which category of manpower to be considered in State minimum wages act for Customer relation executive. Whether they will be of semi-skilled or skilled category ?	Since the resource needs to attend customers complaints & also accept payment, he/she needs to be skilled & qualified as mentioned in tender document.
26	Page No-24,- Annexure-VIII General Conditions of Contract Point No-1	Detail scope of work for Customer Service Desk across TPSODL sections-The support staff required to monitor/ publish the performance of CRE's is mentioned below: - 1. Operations cum HR Manager. 2. Team Leader (TL)	Where will be the sitting arrangements for the concern positions?	Sitting arrangement CRE will be in TPSODL office at section level . For below its in scope of BA 1. Operations cum HR Manager. 2. Team Leader (TL) 3. MIS However they need to be available incase of any requirement
27	General Conditions of Contract(Page-23)	BA (s) shall ensure the updated/latest version of Collection App prescribed by TPSODL in all themobiles used.	Who will provide the mobiles? And what is the handset specifications?	TPSODL will provide necessary payment collection equipment.
28	General Conditions of Contract(Page-23)	It is the responsibility of the BA, in case cheques collected bounces back, the same shall be returned to consumer.	As per our understanding the official process for returning cheques is in the purview of department, where as its mentioned here that it's the BA's	TPSODL will handover the returned cheques to respective CRE and further CRE to handover to the customer.

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29	General Conditions of Contract(Page-23) Page-4-Point-B- Qualification Criteria Conditions of	Business Associate(s) has to ensure regular and prompt uploading/downloading/push loading of Collection data to the TPSODL system/server on-line basis every day and in case the area is not covered within the network area of the service provider of SIM (GPRS enabled), the same shall be uploaded to the TPSODL's server soon after the	Please provide clarity on this.	TPSODL will take care of network/server/ asset related issue. BA to ensure for daily sync in/out in coordination with Section Incharge
30	Page No-16, Annexure-I Schedule of Items	Model-Customer relation Executive	We request you to clarify on the category of manpower like High Skilled, Skilled, Semi-skilled or Un-Skilled, against which the prices can be quoted clearly.	Since the resource needs to attend customers complaints & also accept payment, he/she needs to be skilled & qualified as mentioned in tender document.
31	Page No-24,- Annexure-VIII General Conditions of Contract Point No-1	Detail scope of work for Customer Service Desk across TPSODL sections-The support staff required to monitor/ publish the performance of CRE's is mentioned below: - 1. Operations cum HR Manager. 2. Team Leader (TL) 3. MIS	Should the price against this positions to be quoted separately?	The price of all the support staff to be included in the price of Customer Service desk. Bill to be raised for Customer service desk only.
32	General Conditions of Contract(Page-23)-Page-3-Point-B- Qualification	There should be a proper backup of resource to manage the situation in cases of any absence due to shortage, absence, strike etc.	What will be the backup / buffer ratio to maintain and should the price against this to be quoted along with CRE price as per Annexure-I.	BA need to ensure there is backup resource available incase of resignation / planned Leave/ Absence. For this there would be no separate billing to TPSODL.
33		You have mentioned that employees should have graduated	whether we will quote prices for them in the skilled or semi skilled category?	Since the resource needs to attend customers complaints & also accept payment, he/she needs to be skilled & qualified as mentioned in tender document.
34		In future, any VDA increment in Minimum wages Notification, Govt. of Odisha	TPSODL will amend our purchase order as per increment VDA rate or not?	VDA is not applicable, As per tender document, yearly fixed % increment is detailed scheduled of items (page no: 16) and Price exclamation clause 2.6, page no: 7.
35			Working hours terms of the Executive & Working days of the Executive	General Shift for 9 Hrs (0900 hrs to 1800hrs)/ Monday to Saturday.