

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Northern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/23-24/1000000505

Open Tender Notification

for

**SITC of ANTI-ATP Solution for TPCODL, TPNODL,
TPWODL & TPSODL.**

**Tender Enquiry No.: TPCODL/CCG/23-24/1000000505,
Due Date for Bid Submission: 4th January' 2024 [18:00 Hrs.]**

**Centralized Contracts Group
TP Central Odisha Distribution Limited
(A TATA Power and Odisha Government Joint Venture)**

**1st Floor, Anuj Building, Plot No. 29, Satya Nagar,
Bhubaneswar – 751007**

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Northern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL/CCG/23-24/1000000505**

Tender Enquiry No.	Work Description	EMD (Rs.) *	Tender Fee inclusive of GST (Rs.) **	Last Date and Time for payment of Tender Fee
TPCODL/CCG/23-24/1000000505	SITC of ANTI-ATP Solution for TPCODL, TPNODL, TPWODL & TPSODL	2,00,000	5,000	21.12.2023.

* EMD is exempted for MSMEs registered in the State of Odisha.

** MSMEs registered in the State of Odisha shall pay tender fee of Rs. 1,000/- including GST. For details of MSME norms, pls refer "Annexure A" below.

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

-: Steps for E-tender submission: -

Bids are to be submitted only through online e-procurement platform, ARIBA. Any other form of bid submission will not be accepted. Online Link for submission of bid through ARIBA will be sent only after confirmation of payment of tender fee from bidder.

Step 1: The bidder can get primary information about the tender from the Newspaper advertisement / TPCODL website <www.tpcentralodisha.com> and can download the tender document from the above website.

Step 2: Non-Refundable Tender Participation Fee, as indicated in tender document, to be submitted before last date of tender fee payment, in the form of direct deposit/NEFT/RTGS in the following bank account.

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

Step 3: Eligible and Interested bidder to send an email to TPCODL attaching duly signed and stamped letter on Bidder's letterhead, with following details, expressing their intend to bid against above tender:

Sl.	Description	Bidder's Response
i)	Tender Enquiry No.	
ii)	Description of materials / Works Tendered	
iii)	Name and address of the bidding company	
iv)	Name of the authorized contact person	
v)	Contact No. authorized person	
vi)	E-mail Id of the where online ARIBA link to be sent	
vii)	Tender Fee details (Amount / NEFT-RTGS UTR No	

Property of TPCODL – Not to be reproduced without prior written permission of TPCODL

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/23-24/1000000505

viii)	GST No. of the bidder	
ix)	MSME Certificate, wherever applicable	
x)	Postal address of bidder for return of EMD BG	

E-mail must be sent to <sumitkumar@tpsouthernodisha.com> with copy to <vipin.chauhan@tpnodl.com> before "Last date and time for payment of Tender Participation Fee".

Step 4: On receipt of the document as mentioned in Step 3 above and after due verification of the same, ARIBA link for participation in the tender will be sent to bidder's mail address from ARIBA system.

Step 5: In this mail there will be an online link as [Click Here](#) to participate in the tender.

Step 6: Click "[Click Here](#)" to access this event.

Step 7: If bidder is bidding for the first time for CCG through ARIBA site, then please "Sign UP" by creating User Name and password as mentioned in Sign Up page. Please follow the process, as mentioned in the Sign-Up page, during creation of User Name and password. Also, a simple one-page registration screen will open for first time users. All * mark mandatory field to be filled in. Those who already have User Name and password for accessing TPCODL events, they can LOGIN using same User Name and password.

If bidder has got User name and password for their other customer, same will not be applicable for TPCODL/TPWODL/TPNODL/TPSODL

Step 8: You will be able to see the RFQ.

Step 9: After review and downloading of all documents click on "[Review Pre-requisites.](#)"

Step 10: Review and accept "[Bidder Agreement](#)".

Step 11: You can see attached pdf tender document against clause no 1.1.1 (Introduction).

Step 12: Vendor must attach pdf version of technical bid in clause no. 2.1 and 2.2. In this field do not attach any price document.

The price schedule is attached in clause no.3.2. Same must be downloaded and price and tax details to be filled in as per the format given, print to be taken in vendor's letter head and signature and seal to be made by authorized person. PDF version of this price bid to be attached in clause 3.2 For Price Bid put all the unit price and taxes and duties in provided field. Put "0" (ZERO) in not applicable field.

Step 13: After successfully putting Techno commercial offer and price part then click on "[Submit Entire Response](#)".

Note: Once user ID and password created, bidder can also login to ARIBA site through the following URL:

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/23-24/1000000505

Annexure-A**Preferential norms for procurement from MSMEs registered in the State of Odisha****1) Tender Fees**

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

2) Earnest Money Deposit (EMD)

EMD shall be exempted for MSME registered in the State of Odisha. However, Bidder shall be barred to participate in the tendering process for a period of 2 years in case it backs out post award of the contract.

3) Qualification Requirement for Open Tenders

Qualification Requirement of Financial Turnover for MSME registered in the State of Odisha shall be reduced to 20% of the existing criteria.

For past experience, instead of relying on the volumes / value of earlier Supplies / Projects, assessment of the Bidder shall be done on the basis of feedback from Customers. Past performance experience at Tata Power and its Group Companies shall supersede feedback from other Customers.

4) Reservation for MSME

It shall be mandatory to procure at least 20% of the total volume of the procurement from MSME registered in the State of Odisha (however, it shall not apply where goods/services are not available with the MSME), subject to matching L1 discovered prices and meeting technical specifications including quality requirements.

5) Performance Bank Guarantees

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

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/23-24/1000000505

CONTENTS OF THE ENQUIRY:

S. NO.	PARTICULARS
1.	Event Information
2.	Submission of Bid Documents
3.	Bid Opening & Evaluation process
4.	Evaluation Criteria
5.	Award Decision
6.	Order of Preference/Contradiction
7.	Post Award Contract Administration
8.	Specifications and Standards
9.	General Conditions of Contract
10.	Safety
Annexures	
I	Annexure I – Schedule of Items
II	Annexure II – Specification, drawing and GTP
III	Annexure III – Schedule of Deviations
IV	Annexure IV – Schedule of Commercial Specifications
V	Annexure V – Document Check List
VI	Annexure VI – Acceptance Form for Participation in Reverse Auction Event
VII	Annexure VII – General Condition of Contract
VIII	Annexure VIII – Safety Policy and Safety Terms and Conditions
IX	Annexure IX – Tata Code of Conduct (TCOC)
X	Annexure X – Environment & Sustainability Policy
XI	Annexure XI – Authorization Letter Format



TP Central Odisha Distribution Limited



TP Northern Odisha Distribution Limited



TP Southern Odisha Distribution Limited



TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/23-24/1000000505

Definition & Introduction of Centralized Contracts Group

The Centralized Contracts Group (CCG) is a shared service group of four TP DISCOM (TPCODL, TPNODL, TPSODL & TPWODL) in Odisha. The contract finalized by CCG shall be used by four TP DISCOM to execute the work.

1.0 Event Information**1.1. Scope of work**

Bids are invited from interested Bidders to award of SITC of ANTI-ATP Solution for TPCODL, TPNODL, TPWODL & TPSODL, as mentioned below:

SL No	Description	UoM	TPSODL	TPCODL	TPWODL	TPNODL	Total Qty
1	SITC of Anti-ATP Solution for East-West traffic behavior analysis for advance detection in DC/DR with Subscription License including 05 years Warranty and Support.	Solution	1	1	1	1	4

1.2. Availability of Tender Documents

Please refer "Procedure to participate in the e-tender".

1.3. Calendar of Events

(a)	Date of sale/ availability of tender documents from DISCOM website/ARIBA E-Tender Portal	16.12.2023
(b)	Last date and time of Payment of Tender Fee	21.12.2023
(c)	Last Date of receipt of pre-bid queries by e-mail (if any)- after which no queries will be entertained.	22.12.2023 up to 18:000 Hrs.
(d)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	28.12.2023
(e)	Last date and time of receipt of Bids	04.01.2024; 20:00 Hrs.
(f)	Date & Time of opening technical bids & EMD	05.01.2024; 11:00 Hrs.
(g)	Date & Time of opening of Price of qualified bids	Will be notified to the successful bidders through our website / email

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/23-24/1000000505

Note: In the event of last date specified for submission of bids and date of opening of bids is declared as a closed holiday for TPCODL's office, the last date of submission of bids and date of opening of bids will be the day 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.
- 1.4.3 Requisite Documents for compliance to Qualification Criteria mentioned in Clause 1.7.
- 1.4.4 Acceptance of Specification, drawing with filled in GTP as per Annexure II.
- 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 Duly filled in Annexure V and VI.
- 1.4.8 Proper authorization letter/ Power of Attorney to sign the tender on the behalf of bidder.
- 1.4.9 Copy of PAN, GST 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 the absence of any of the above documents, the bid submitted by a bidder shall be liable for rejection.

1.5. Deviation from Tender

Normally, 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:

- i. EMD of requisite value and validity.
- ii. Tender fee of requisite value.
- iii. Price Bid as per the Price Schedule mentioned in Annexure I (BOQ)
- iv. Necessary documents against compliance to Qualification Requirements mentioned at Clause 1.7 of this Tender Document.
- v. Filled in Schedule of Deviations as per Annexure III.
- vi. Filled in Schedule of Commercial Specifications as per Annexure IV.
- vii. Signed and filled in Specification and GTP as per Annexure II.
- viii. Duly filled and signed Annexure V and VI.
- ix. Receipt of Bid within the due date and time.

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

1.7 1.7 Qualification Criteria:

- I. The average annual turnover requirement of the bidder shall be a minimum of **Rs. 10 Crores** (average of best three Financial year out of five Financial years shall be considered - FY 18-19, FY 19-20, FY 20-21, FY 21-22 & FY22-23). Copy of audited

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Northern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL/CCG/23-24/1000000505**

balance Sheet and P&L Account to be submitted in this regard.
Qualification Requirement of Financial Turnover for MSME registered in the State of Odisha shall be reduced to 20% of the existing criteria.

- II. The intending bidder must have successfully undertaken at least the following numbers of similar assignments during the last three years of the value specified herein:
- a) One project of similar nature of not less than the amount Rs. 2 Cr. Or
 - b) Two projects of similar nature of not less than the amount Rs. 1 Cr. Or
 - c) Three projects of similar nature of not less than the amount of Rs. 70 Lakh (each).
- Order copies has to be submitted by bidder in this regard.
- III. The bidder should either be an OEM or an authorized channel partner of OEM. Self-Certification to be submitted in case of OEM. In case the OEM wishes to participate in the tender through a channel partner, necessary authorization to the partner (specific to the tender enquiry) to participate on behalf of OEM shall be submitted. The authorization letter shall explicitly mention that in case, the channel partner fails to provide the necessary services as per the RFP, OEM shall provide standard warranty on the machines supplied against the contract. The warranty period and inclusion / exclusion of parts in the warranty shall remain same as defined in the contract.
- IV. Bidder should be a company registered in India with an office in State of Odisha. Supporting documents to be submitted in this regard. In case of bidders not having Office in State of Odisha, they should submit the undertaking for opening of office in state of Odisha within 01 month after Award of order.
- V. Bidder should not have been blacklisted by any Govt. Organization / utility. Bidder shall submit self-undertaking in this regard.
- VI. The bidder must have all statutory compliance like valid PAN no, GSTN etc. The bidder must submit a copy of all these registrations.

Note:

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

However, Odisha DISCOM reserve the right to scrutinize and reject any of such existing vendors without assigning reason what so ever may be.

2. Based on latest / previous years experiences of Tata Power / Tata Power group companies with BA, Odisha DISCOM reserves the right to disqualify the bidders during techno - commercial evaluation of the bid.

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/23-24/1000000505

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, CCG 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.
- Breach of terms as published in TENDER/NIT.

1.9. Supplier Confidentiality

All information contained in this tender is confidential and shall not be disclosed, published, or advertised in any manner without written authorization from TPCODL/TPWODL/TPNODL/TPSODL. This includes all bidding information submitted to TPCODL/TPWODL/TPNODL/TPSODL. All tender documents remain the property of TPCODL/TPWODL/TPNODL/TPSODL, and all suppliers are required to return these documents to TPCODL upon request. Suppliers who do not honor these confidentiality provisions will be excluded from participating in future bidding events.

2.0 Evaluation Criteria

- I. The bids will be evaluated techno- commercially on the compliance to tender terms and conditions.
- II. The bids will be evaluated commercially on the all-inclusive lowest cost against overall BOQ of the tender.
- III. Bidder have to quote against each item of Schedule of Items [Annexure I] failing to do so, CCG may reject the bids.
- IV. CCG will reserve the right to split the Order Quantity among more than one bidder.

NOTE: In case a new bidder is not registered with TPCODL/TPWODL/TPNODL/TPSODL, factory inspection and evaluation shall be carried out to ascertain bidder's manufacturing capability and quality procedures. However, TPCODL/TPWODL/TPNODL/TPSODL reserves the right to carry out factory inspection and evaluation for any bidder prior to technical qualification.

In case a bidder is found as Disqualified in the factory evaluation, their bid shall not be evaluated any further and shall be summarily rejected. The decision of TPCODL/TPWODL/TPNODL/TPSODL shall be final and binding on the bidder in this regard.

2.1 Price Basis: Price will be fixed and firm during the contractual period.

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Northern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL/CCG/23-24/1000000505****3.0 Submission of Bid Documents****3.1 Bid Submission**

Bidders are requested to submit their offer in line with this Tender document through e-tendering process.

Please note all future correspondence regarding the tender, bid submission, bid submission date extension, Pre-bid query etc. will happen only through E-Tender system (Ariba)/ DISCOM website.

No e-mail or verbal correspondence will be responded. All communication will be done strictly with the bidder who has done the above step to participate in the Tender.

Bids shall be submitted in 3 (Three) parts:

FIRST PART: "EMD" as applicable shall be submitted. The EMD shall be valid for 210 days from the due date of bid submission in the form of Bank Guarantee / Bank Draft / Bankers Pay Order (issued from a Scheduled Bank) online NEFT/ RTGS transfer favoring 'TP Central Odisha Distribution Limited' payable at Bhubaneswar. The EMD BG has to be strictly in the format as mentioned in the General Condition of Contract, failing which it shall not be accepted by CCG and the bid as submitted shall be liable for rejection. A separate non-refundable tender fee of the stipulated amount also needs to be transferred online through NEFT/ RTGS in case the tender document is downloaded from our website.

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

Account Name: TP CENTRAL ODISHA DISTRIBUTION LIMITED
Bank Name: SBI, IDCO Towers, Bhubaneswar
Bank Account No.: 10835304915
IFSC Code: SBIN0007891

Note: EMD is preferred in the form of Bank Guarantee and to be delivered at the following address. However, in view of present situation, if Bidder is finding it difficult to make and submit BG for EMD amount, they can do online transfer of EMD amount in the above-mentioned Account and submit proof of the same as part of Bid Submission.

Please note that in such a case, Tender Fee and EMD should be strictly 2 separate transactions.

Please note as return of EMD from Bank Account is non-standard practice and the same may take more time than return of EMD BG.

EMD Original Hard Copy shall be delivered at the following address in Envelope clearly indicating Tender Reference/ Enquiry Number, Name of Tender and Bidder Name

Chief –Centralized Contracts Group
TP Central Odisha Distribution Limited
1st Floor, Anuj Building, Plot No. 29, Satya Nagar, Bhubaneswar- 751007

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.

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Northern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL/CCG/23-24/1000000505**

SECOND PART: "TECHNICAL BID" shall contain the following documents:

- i) Requisite Documents for compliance with Qualification Criteria mentioned in Clause 1.7 and clause no. 1.4.
- ii) Type Test Certificate of Lightning Arrester of same or higher rating.
- iii) Acceptance of Specification as per Annexure II.
- iv) Duly signed and stamped 'Schedule of Deviations' as per Annexure III on bidder's letter head.
- iv) Duly signed and stamped 'Schedule of Commercial Specifications' as per Annexure IV on bidder's letter head.
- v) Duly filled in Annexure V and VI.
- vi) Proper authorization letter/ Power of Attorney to sign the tender on the behalf of bidder.
- vii) Copy of PAN, GST registration (In case any of these documents is not available with the bidder, same to be explicitly mentioned in the 'Schedule of Deviations')

The technical bid shall be properly indexed and is to be submitted through CCG/TPCODL E-tender System (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 and Taxes & duties etc. In case any discrepancy is observed between the item description stated in Schedule of Items mentioned in the tender and the price bid submitted by the bidder, the item description as mentioned in the tender document (to the extent modified through Corrigendum issued if any) shall prevail.

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

The EMD in the form of Bank Draft / BG / Bankers Pay Order shall be submitted in original hard copy as per the format mentioned in the GCC of TPCODL, and then placed in sealed envelope which shall be clearly marked as below:

EMD

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the CCG, shall be written in the English Language. Any printed literature furnished by the Bidder may be written in another Language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

SIGNING OF BID DOCUMENTS:

The bid must contain the name, residence, and place of business of the person or person making the bid and must be signed and sealed by the Bidder with his usual signature. The names of all person signing should also be typed or printed below the signature.

The Bid being submitted must be signed by a person holding a Power of Attorney authorizing him to do so, certified copies of which shall be enclosed.

The Bid submitted on behalf of companies registered with the Indian Companies Act, for the time being in force, shall be signed by persons duly authorized to submit the Bid on behalf of the Company and shall be accompanied by certified true copies of the resolutions, extracts of Articles of Association, special or

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Northern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL/CCG/23-24/1000000505**

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 name 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 TPCODL website by the stipulated timelines as detailed in calendar of events.

Communication Details:**Handling Executive for this Tender:**

Name: Sumit Kumar

Contact No.: 8003383014

E-Mail ID: sumitkumar@tpsouthernodisha.com**Escalation Level I: HOD -CCG:**

Name: Mr. Saikat Roy

Contact No.: 7992325025

E-Mail ID: saikat.roy@tpnodl.com**Escalation Level II: Head -CCG:**

Name: Mr. Vipin Chauhan

Contact No.: 9717393121

E-Mail ID: vipin.chauhan@tpnodl.com**3.3 Bid Prices**

Bidders need to quote for all items as per the Price schedule attached in Annexure I. 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 TPCODL/TPWODL/TPNODL/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.

Applicable GST to be specified clearly.

The quantity break-up shown else-where other than Price Schedule is tentative. The bidder shall ascertain himself regarding material required for completeness of the entire work. Any items not indicated in the price schedule, but which are required to complete the job as per the Technical Specifications/ Scope of Work/ 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.



TP Central Odisha Distribution Limited



TP Northern Odisha Distribution Limited



TP Southern Odisha Distribution Limited



TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/23-24/1000000505

3.5 Period of Validity of Bids

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

Notwithstanding clause above, the TPCODL/TPWODL/TPNODL/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 an event.

3.8 Earnest Money Deposit (EMD)

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

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

- Banker's Cheque/ Demand Draft/ Pay order drawn in favor of TP Central Odisha Distribution Limited payable at Bhubaneswar.
- Online transfer of requisite amount through NEFT/ RTGS.
- Bank Guarantee valid for 210 days after the 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 successful Bidder does not
- a) accept the Purchase Order, or
 - b) furnish the required Performance Security Bank Guarantee

3.9 Type Tests (if applicable)

The type tests specified in TPCODL/TPNODL/TPSODL/TPWODL specifications should have been carried out within five years prior to the date of opening of technical bids and test reports are to be submitted along with the bids. If type tests carried out are not within the five years prior to the date of bidding, the bidder will arrange to carry out type tests specified, at his cost. The decision to accept/ reject such bids rests with TPCODL/TPNODL/TPSODL/TPWODL/CEQG.

4 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

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Northern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/23-24/100000505

officially concerned with such process. Any effort by a Bidder to influence the TPCODL/TPWODL/TPNODL/TPSODL processing of Bids or award decisions may result in rejection of the Bidder's Bid.

4.2. Technical Bid Opening

Technical Bids will be opened as per schedule mentioned in section 1.3, in CCG Office (First Floor Conference room, Plot -29, Anuj Building Satya Nagar, Bhubaneswar) in the presence of authorized representatives (having authorization letter for attending bid opening from competent authority of respective Organizations) of bidders who may choose to be present at the time of tender opening. The Technical bid must not contain any cost information whatsoever, else bids shall be liable to be rejected.

First the envelope marked "EMD" will be opened. Bids without EMD/cost of tender (if applicable) of required amount/ validity in prescribed format, shall be rejected.

Next, the technical bid of the bidders who have furnished the requisite EMD will be opened, one by one

4.3. Preliminary Examination of Bids/Responsiveness

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

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.

Prior to the detailed evaluation, CCG will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the Goods offered. A substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviation.

Bid determined as not substantially responsive will be rejected by the TPCODL/TPWODL/TPNODL/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, TPCODL/TPWODL/TPNODL/TPSODL may, at its discretion, ask the Bidder for a clarification on its Bid for any deviations with respect to the TPCODL/TPWODL/TPNODL/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 TPCODL/TPWODL/TPNODL/TPSODL.



TP Central Odisha Distribution Limited



TP Northern Odisha Distribution Limited



TP Southern Odisha Distribution Limited



TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/23-24/1000000505

4.5. Price Bid Opening:

Price bids shall be opened for all qualified bidders in Ariba system. The information regarding qualified bidders & price bid opening date/RA date shall be published on DISCOM website prior to event. The EMD of the bidder withdrawing or substantially altering his offer at any stage after the technical bid opening will be forfeited at the sole discretion of TPCODL/TPWODL/TPNODL/TPSODL without any further correspondence in this regard.

4.6. Reverse Auctions

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

Reverse Auction shall be conducted as per the below approach:

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

Illustrative example: Total no of qualified bidders is 10 & tender needs to split amongst 4 bidders.

PLUS 2 means (04 + 02 = 06) means lowest 6 bidders i.e., L1 to L6 bidders would be allowed in the RA process. Balance, H1 to H4 bidders would not be allowed in the RA process.

In case – Total no of qualified bidders is equal to or less than the **PLUS 2** number, all qualified bidders shall be allowed in the RA process.

Illustrative example: Total no of qualified bidders is 4 & tender needs to split amongst 2 bidders. PLUS 2 means (02 + 02 = 04), so all 4 qualified bidders would be allowed in the RA process

Illustrative example: Total no of qualified bidders is 3 & tender would be awarded to single party only. PLUS 2 means (01 + 02 = 03), so all 3 qualified bidders would be allowed in the RA process.

5. Award Decision

TPCODL/TPWODL/TPNODL/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 3.1 above. The decision to place purchase order/LOI solely depends on CCG on the cost competitiveness across multiple lots, quality, delivery, and bidder's capacity, in addition to other factors that CCG may deem relevant.

CCG reserves the right to split the order quantity wise/Line item wise among X Bidders. Hence all bidders are advised to quote their most competitive rates against each line item. However, CCG reserves the



TP Central Odisha Distribution Limited



TP Northern Odisha Distribution Limited



TP Southern Odisha Distribution Limited



TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/23-24/100000505

right to adjust the splitting as per bidders' participation/qualification/any other unforeseen condition in tender.

TPCODL/TPWODL/TPNODL/TPSODL reserves the right to award contracts to one or more bidders to meet the delivery requirement or nullify the award decision without assigning any reason thereof.

In case any supplier is found unsatisfactory during the delivery process, the award will be cancelled and TPCODL/TPWODL/TPNODL/TPSODL reserves the right to award contracts to other suppliers who are found fit.

5 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. Technical Specifications (Annexure II)
3. Special Conditions of Contract (Clause 7.0)
4. Submission of Bid Documents (Clause 3.0)
5. Acceptance Form for Participation in Reverse Auction (Annexure VI)
6. General Conditions of Contract (Annexure VIII)

6 Post Award Contract Administration

7.1. Special Conditions of Contract

- a. Payment Term: On delivery of the materials in good condition and certification of acceptance by certified official, Associate shall submit the Bills/ Invoices in original in the name of DISCOM to Invoice Desk. The payment shall be released within 45 days from the date of submission of error free certified bills/ invoices.
- b. Firm Purchase Order shall be placed on bidder after finalization of the tender. The rate shall be firm and fixed during the validity of the contract.
- c. The Business Associate (BA) shall submit applicable Performance Bank Guarantee (PBG) as per GCC within 30 days of issuance of purchase order. PBG applicable shall be @ 10% of Order Value having a validity till warranty period plus one month.
- d. Any change in statutory taxes, duties and levies during the contract period shall be borne by DISCOM. However, in case of delay in work execution owing to reasons not attributable to DISCOM, 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 DISCOM.
- e. Statutory Variations: Any changes in existing taxes/ Duties and levies, Introduction of new taxes and duties etc. during the period of the contract shall be paid at actuals to BA subject to BA shall submit the tax break up in details, however, where BA has quoted the all-inclusive prices and not shown the tax break-up, this clause will not be applicable. The date of issue of MDCC shall be used for this purpose.
- f. Quotation in all BOQ items is mandatory, and bid shall be rejected if any line of found blank in price bid.

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/23-24/1000000505

- g. The devices required for ANTI-ATP solution should be delivered within 6-8 weeks from order issuance date and HLD/LLD/Installation of the same should be done in Four (4) weeks from the date of intimation. (DISCOM will intimate date to bidder for installation of equipment's). Warranty period shall be as per the SOW/SLA of the tender.
- h. All the other Terms and Conditions of the General Conditions of the ~Contract shall be applicable to this Tender.

7.2 Drawing Submission and Approval

As per SCC, Clause number 7.1.

7.3 Payment Terms

As per SCC, Clause number 7.1.

7.4 Climate Change

Significant quantities of waste are generated during the execution of project and an integrated approach for effective handling, storage, transportation, and disposal of the same shall be adopted. This would ensure the minimization of environmental and social impact to combat climate change. Please refer to the attached Environment Policy and Sustainability Policy, enclosed for more details.

7.5 Ethics

TPCODL/TPSODL/TPNODL/TPWODL is an ethical organization and as a policy TPCODL/TPSODL/TPNODL/TPWODL 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.

TPCODL 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 Tata Code of Conduct (TCOC) attached for more information.

Any ethical concerns with respect to this tender can be reported to the following e-mail ID:

pradip.sil@tpcentralodisha.com

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Northern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/23-24/100000505

8 Specification and standards

As per Annexure II

9 General Condition of Contract

Any condition not mentioned above shall be applicable as per the GCC attached along with this tender.

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Northern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/23-24/1000000505

ANNEXURE I -SCHEDULE FOR ITEM

SL No	Description	UoM	TPSODL	TPCODL	TPWODL	TPNODL	Total Qty	Unit Price	Unit Tax (18%)	All Inclusive Unit Price	Total a Includi Price
2	SITC of Anti-ATP Solution for East-West traffic behavior analysis for advance detection in DC/DR with Subscription License including 05 years Warranty and Support.	Solution	1	1	1	1	4				
Total											

NOTE:

- Prices shall be firm till the validity of the contract.
- The bids will be evaluated commercially on the Overall-BOQ lowest cost basis.
- The unit price to be entered in column "8" of above table is exclusive of GST.
- The prices mentioned above shall be on F.O.R site/stores basis for DISCOM location.
- Issuance of Release Orders (RO) shall be done by respective DISCOM as per their requirement.
- The material (License) shall be delivered as per the location captured in the Release Order.
- The bidders are advised to quote prices strictly in the above format. Failing to do so, bids are liable for rejection.
- The bidder must fill every column of the above format. **Mentioning "extra/inclusive" in any of the columns may lead to rejection of the price bid.**
- No cutting/ overwriting in the prices is permissible.
- The quantity mentioned above is for evaluation purposes only and may vary as per actual site requirement.

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/23-24/1000000505

Annexure-II Technical Specification, SLA & SOW

A. Technical Specification- Antivirus Solutions

Technical Specification for 'Anti-ATP Solution'			
Sr. no	Specification Minimum Required	Compliance Yes / No	Remarks
1. General Specs			
1.1	The proposed solution should have the feature of sandboxing without sending the file to the cloud. It should be on premises sandboxing solution.		
1.2	The proposed solution should support the native CEF, LEEF format for SIEM log integration		
1.3	The proposed solution should be able to detect and prevent the persistent threats which come through Microsoft Office files, executable files, PDF files, Flash files, RTF files and and/or other objects. It should have Document exploit detection feature.		
1.4	The proposed Anti-APT solution should support Structured Threat Information expression language, YARA rules & Open IOC.		
1.5	Upon detection of the threat, the proposed solution should be able to perform behaviour analysis for advance detection.		
1.6	Proposed solution should have event detection capabilities that should include malware type, severity, source and destination of attack.		
1.7	Proposed Solution should integrate with the existing Endpoint Security solution.		
1.8	The proposed solution should understand all the necessary protocols used in LAN.		
1.9	The Anti-APT solution should notify the Admin by SMTP over SSL/TLS. The option of configuring mail server IP along with port should be available.		
1.10	Proposed Solution should have minimum 10 Gb SFP+ SR transceiver x 4 port, 1G RJ45 x 5 port from day 01		
1.11	Solution deployment should cause no interruption to the current network environment.		
1.12	The solution should support clustering/stacking		
1.13	The solution can detect ransomware, advanced malware, zero-day exploits and multi-stage downloads resulting from malicious payloads or URLs.		
1.14	The solution should monitor all physical, virtual, east-west, and north-south, traffic to identify command and control (C&C) attacks, zero-day exploits, and advanced and unknown malware, by monitoring all physical, virtual, north-south, and east-west traffic.		
1.15	Proposed solution should be validating the IOCs and removal of the old IOCs if it is not a threat any more.		



TP Central Odisha Distribution Limited



TP Northern Odisha Distribution Limited



TP Southern Odisha Distribution Limited



TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/23-24/100000505

Technical Specification for 'Anti-ATP Solution'

Sr. no	Specification Minimum Required	Compliance Yes / No	Remarks
2. Malware Analysis			
2.1	Sandbox must support multiple Windows operating systems and for both 32-bits and 64-bits OS along with Linux		
2.2	The network sandbox throughput of the proposed solution will be minimum 4 Gbps		
2.3	The Proposed solution should support Windows 7, Windows 10, Windows 11 21H2, Microsoft Windows Server 2008, 2012,2016, 2022 etc. Linux etc. operating environments for Sandboxing		
2.4	The proposed solution should have storage (minimum 200GB or more) inbuilt with RAID feature with redundant power supply		
2.5	The proposed solution should support IPv4 & IPv6 both		
2.6	The Proposed solution should be able to correlate local APT attacks with Global historical APT attacks.		
2.7	The Proposed solution should be able to share IOC/threat intelligence to existing/proposed endpoint security solution & network security solution.		
2.8	The proposed solution should perform static & dynamic analysis to identify an object's notable characteristics in the following categories:		
	Auto start or other system configuration		
	Deception & social engineering		
	File drop, download, sharing & replication		
	Rootkit, clocking		
	Process, service or memory object change		
	Malformed, defective or known malware traits		
2.9	The proposed solution should support promiscus mode & inline mode deployment. It supports domain tunnelling & in Inline mode it supports TLS traffic decryption & scanning.		
3. Report			
3.1	The proposed solution should provide customisable reports with (but not limited to) HTML/CSV/PDF formats		
3.2	The proposed solution should be able to schedule reports and also provide the flexibility to generate on-demand reports in daily/weekly/monthly/yearly or specific range (by day and time)		
3.3	The proposed solution should be able to provide in-depth reporting including the level of risk, static scanning results, sandbox assessment, network activity analysis, and a source tracking information.		



TP Central Odisha Distribution Limited



TP Northern Odisha Distribution Limited



TP Southern Odisha Distribution Limited



TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/23-24/1000000505

Technical Specification for 'Anti-ATP Solution'

Sr. no	Specification Minimum Required	Compliance Yes / No	Remarks
3.4	The proposed solution should have capabilities to configure separate notifications to the administrator or individuals based on specific events like, Sandbox detection, Black List and license events etc.		
4. Authentication Administration and Configuration Requirement			
4.1	The proposed solution shall support Local Password authentication as well as it can be integrated with Active directory.		
4.2	The proposed solution shall support Remote administration using SSH/HTTPS		
4.3	The proposed solution shall support CLI, GUI/Web based Administration Console.		

B. Service Level Agreement (SLA)

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.
3	Spares/Hardware Failure	NBD or Replacement as per the OEM support terms

EscalationMatrix:-

Category	On call Response	Contact person	Email id
Support – Initial analysis (L1)	Within 4hrs		
L2	Within 6Hrs		
Account Manager			
Sales Director			



TP Central Odisha Distribution Limited



TP Northern Odisha Distribution Limited



TP Southern Odisha Distribution Limited



TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/23-24/100000505

C. Scope of Work**Scope of Work & Service Level Agreement**

SI No.	Description	Compliance
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 TP Odisha DISCOM 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 i.e. from the date on which installation report is signed by TP Odisha DISCOM	
	a) The warranty of the equipment's carries for 5 years warranty. Vendor shall provide maintenance of the equipment's for a period 5 years 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(MAF) 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	
	TP Odisha DISCOM nominated person release RO/mail for Installation of appliance/software at TP Odisha DISCOM area. (Scope of Installation area will be across TP Odisha DISCOM DC/DRC)	
	a) Studying existing physical and virtual IT infra / network setup in consultant with TP Odisha DISCOM IT team. (Including Network Security, MPLS, SAN, Spine leaf architecture, Server and IPv6, etc)	
	b) OEM should prepare/cirtified landscape/diagram/HLD/LLD	
	c) Mounting of the appliance in the rack.	
	d) Installing the related hardware/software components and terminating the cables on network devices.	
	e) Complete configuration of the device to integrate with exesting DC and DRC network.	
	f) Implement and documentation of the same	
	g) Integrate with exesting Firewall (Check Point, Fortigate, SonicWall, etc..), SIEM, Antivirus solution and test all the services.	
	h) Provide Hands on Training to TP Odisha DISCOM Team (Minimum 12 Engineer) by OEM only.	
	i) Vendor should complete the project as per the agreed time.	



TP Central Odisha Distribution Limited



TP Nothern Odisha Distribution Limited



TP Southern Odisha Distribution Limited



TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/23-24/100000505

Scope of Work & Service Level Agreement

SI No.	Description	Compliance
	j) OEM Team/Engineer should do the implementation services at site (TPSODL/TPCODL/TPWODL/TPNODL)	
	K) OEM/Vendor will integrate the Anti-ATP solution with existing Cyber Security solution but not limited to end point security (trend micro apex one and deep security), network NG firewalls (Checkpoint, fortinet, sophos, pfsense etc.)	
	l) OEM/Vendor will integrate the Anti-ATP solution for IOCs from cert-in and NCIIPC.	
	m) Supply and installation of necessary cables , accessories (Power cord for indian standard, cable tie etc..)(Optical patch card/Cat6) & SFP for interconnecting to Firewall/Router/Servers/Leaf switches/Management switches with sufficient quantity. Quantity will be decided at the time of Implementations.	
4	Maintenance Services	
	Vendor shall provide maintenance services under this agreement for the equipment 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 failure, service will be attended by vendor's engineer and if necessary by their specialists and consultant. If any spare parts or full system requires replacement, it should be replaced with equivalent model or higher model only. Till the time spare part / services is replaced/restored, entire appliance will be considered to be down.	
	(ii) Preventive Maintenance	
	TP Odisha DISCOM 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 TP Odisha DISCOM 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 TP Odisha DISCOM	
	The deliveries under system Hardware, software/patches support include: -	
	System Software (IOS) updates / upgrades	
	Pro-active patch notification & installation on device	



TP Central Odisha Distribution Limited



TP Nothern Odisha Distribution Limited



TP Southern Odisha Distribution Limited



TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/23-24/100000505

Scope of Work & Service Level Agreement

SI No.	Description	Compliance
	Operating System Bug-fixes	
	Flash memory up gradation	
	Access to OEM Diagnostic Solutions Database.	
	Any other changes beneficial to TP Odisha DISCOM will be done on device through the bidder	
6	Response and Resolution Time	
	As mentioned in SLA	
7	Delivery Time	
	The devices should be delivered within 6-8 weeks from order issuance date and HLD/LLD/Installation of the same should be done in Four (4) weeks from the date of intimation. (DISCOM will intimate date to bidder for installation of equipment's).	
8	Method of contact to Engineer	
	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 are 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 TP Odisha DISCOM covering the following - Uptime Summary Report	
11	Liquidated Damages	
	In case 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.	



TP Central Odisha Distribution Limited



TP Northern Odisha Distribution Limited



TP Southern Odisha Distribution Limited



TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/23-24/1000000505

ANNEXURE III

Schedule of Deviations

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

Unless specifically mentioned in this schedule, the tender shall be deemed to confirm the TPCODL/TPWODL/TPNODL/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:



TP Central Odisha Distribution Limited



TP Nothern Odisha Distribution Limited



TP Southern Odisha Distribution Limited



TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/23-24/1000000505

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 Variable (If variable indicate the price variation clause with the ceiling if applicable)	Firm /
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 Registration No.)

Seal of the Bidder:**Signature:****Name:**



TP Central Odisha Distribution Limited



TP Northern Odisha Distribution Limited



TP Southern Odisha Distribution Limited



TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/23-24/1000000505

ANNEXURE V**Checklist of all the documents to be submitted with the Bid**

Bidder must mandatorily fill in the checklist mentioned below:

S. No.	Documents attached	Yes / No / Not Applicable
1	EMD of required value	
2	Tender Fee as mentioned in this 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**



TP Central Odisha Distribution Limited



TP Northern Odisha Distribution Limited



TP Southern Odisha Distribution Limited



TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/23-24/1000000505

ANNEXURE VI

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

(To be signed and stamped by the bidder)

In a bid to make our entire procurement process fairer and more transparent, TPCODL 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. TPCODL/TPWODL/TPNODL/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. TPCODL/TPWODL/TPNODL/TPSODL will make every effort to make the bid process transparent. However, the award decision by TPCODL/TPWODL/TPNODL/TPSODL would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of TPCODL/TPWODL/TPNODL/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 TPCODL/TPWODL/TPNODL/TPSODL.
6. In the case of intranet medium, TPCODL/TPWODL/TPNODL/TPSODL shall provide the infrastructure to bidders. Further, TPCODL/TPWODL/TPNODL/TPSODL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders from submitting the bids to ensure fair & transparent competitive bidding. In case 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 outrightly rejected by TPCODL/TPWODL/TPNODL/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 TPCODL/TPSODL/TPNODL/TPWODL 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 TPCODL/TPWODL/TPNODL/TPSODL.
12. The original price bids of the bidders shall be reduced on a 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 & Stamp of Bidder]

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Northern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/23-24/100000505

Annexure VII

General Condition of Contract- Attached Separately

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Northern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/23-24/100000505

Annexure VIII

Safety Policy and Safety Terms and Conditions (Attached Separately)

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Northern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/23-24/1000000505

Annexure IX**Tata Code of Conduct (TCoC)**

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: pradip.sil@tpcentralodisha.com

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Northern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/23-24/1000000505

ANNEXURE - X: 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

TATA POWER
Lighting up Lives!



TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Nothern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/23-24/1000000505

ANNEXURE - X:**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

TATA POWER
Lighting up Lives!



TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Northern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL/CCG/23-24/1000000505****ANNEXURE XI****Authorization Letter Format**

(To be presented by the authorized person at the time of opening of Bid on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company)

Tender No:

Date:

Chief - Central Contracts Group
Tata Power Odisha DISCOM
Plot-29 Anuj Building
Satya Nagar Bhubaneswar

Dear Sir

SUB: _____ Tender _____ for**Ref: Your Tender No.....; dated**

This has reference to your above Tender.

Mr./Miss/Mrs. _____ is hereby authorized to attend the bid opening of the above Tender of _____ on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name & Designation of Authorizing Authority

NOTE: This Authorization letter is to be carried in person at the time of Bid Opening as well.