

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/23-24/1000000504

Open Tender Notification

for

Rate Contract for Antivirus Solution for TPCODL, TPNODL & TPWODL.

**Tender Enquiry No.: TPCODL/CCG/23-24/1000000504,
Due Date for Bid Submission: 3rd 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

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TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL/CCG/23-24/1000000504**

Tender Enquiry No.	Work Description	EMD (Rs.) *	Tender Fee inclusive of GST (Rs.) **	Last Date and Time for payment of Tender Fee
TPCODL/CCG/23-24/1000000504	Rate Contract for Antivirus Solution for TPCODL, TPNODL & TPWODL	50,000	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	

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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:

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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.

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Definition & Introduction of Centralized Contracts Group

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

1.0 Event Information

1.1. Scope of work

Bids are invited from interested Bidders to award of Rate Contract for Antivirus Solution for TPCODL, TPNODL & TPWODL, as mentioned below:

SL No	Item Description	UoM	TPCODL	TPWODL	TPNODL	Total Qty
1	Supply of Trend Micro Apex One On-premises Antivirus Client for Endpoints with 5-year Subscription and Support with Existing Account Id for seamless integration with existing Console	Node	450	500	400	1350
2	Supply of Trend Micro Deep Security - Enterprise Antivirus Client for Server Security with 5-year Subscription and Support with Existing Account Id for seamless integration with existing Console	Node	100	300	150	550

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	27.12.2023
(e)	Last date and time of receipt of Bids	03.01.2024; 20:00 Hrs
(f)	Date & Time of opening technical bids & EMD	04.01.2024; 11:00 Hours
(g)	Date & Time of opening of Price of qualified bids	Will be notified to the successful bidders through our website / email

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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. 5.0 Crore (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 Balance Sheet

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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:
- One project of similar nature of not less than the amount Rs. 1 Cr. Or
 - Two projects of similar nature of not less than the amount Rs. 50 Lakh (each) Or
 - Three projects of similar nature of not less than the amount of Rs. 35 Lakh (each).
- Order copies has to be submitted by bidder in this regard.
- III. The bidder should either be an OEM for Antivirus Solution 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 DISCOMs 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.

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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, 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.

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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.



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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

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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.comEscalation Level I: HOD -CCG:

Name: Mr. Saikat Roy

Contact No.: 7992325025

E-Mail ID: saikat.roy@tpnodl.comEscalation 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.



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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

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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.



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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

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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. The Rate Contract (RC) shall be valid for a period of 1 (one) year from the placement of Contract. Release Order (RO) shall be issued as per the DISCOM's requirement. 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 @ 5% of Rate Contract 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 is found blank in price bid.



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- g. Delivery period shall be 4 weeks from date of issuance of Release Order.
- h. Warranty period shall be as per the SOW/SLA of the tender.
- i. 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

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TPNODL

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TPSODL

TP Southern Odisha Distribution Limited

TPWODL

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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.



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ANNEXURE I -Schedule of Items

SL No	Description	UoM	TPCODL	TPWODL	TPNODL	Total Qty	Unit Price (Rs.)	Unit Tax (18%)	All Inclusive Unit Price (Rs.)	Total all Inclusive Price (Rs.)
1	Supply of Trend Micro Apex One On-premises Antivirus Client for Endpoints with 5-year Subscription and Support with Existing Account Id for seamless integration with existing Console	Node	450	500	400	1350				
2	Supply of Trend Micro Deep Security - Enterprise Antivirus Client for Server Security with 5-year Subscription and Support with Existing Account Id for seamless integration with existing Console	Node	100	300	150	550				
Total Amount- All Inclusive (Rs.)										

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.

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Annexure-II Technical Specification & SLA

A. Technical Specification- Antivirus Solutions

Sl.	Technical Particulars	Compliance (Yes / No)	Remarks
1	Antivirus software should be a Leader in the latest Gartner Magic Quadrant for at least 3 time in last 5 years. (As OEM consistency is only shown if they are in the position for 3-5 years)		
2	Antivirus should provide server based Central management & Reporting functionality along with remote monitoring functionality.		
3	Antivirus clients should be able to update the definitions when in DISCOM's LAN/WAN or Internet.		
4	Antivirus client should update definition from OEM's server through Client via Internet if system not connected to DISCOM's LAN/ WAN.		
5	Antivirus Software Product should be Installable and compatible with hardware of the system such as Lenovo, IBM, Dell, Acer, Asus, HP, Apple etc.		
6	Antivirus software should be Installable and configurable to latest OS such as Windows Server 2008 and above, Linux, UNIX and client operating system like Windows 8 & above and Mac OS. It should also support upcoming OS versions for next 5 years. Required patch/update should be provided by bidder/OEM.		
7	Antivirus solution should Detect and prevent the replication of Malicious software and viruses.		
8	Software should provide corrective/remedial action for threats detected but not prevented.		
9	Scanning capability: <ul style="list-style-type: none"> • Scan all potential file extensions (such as .doc, .ppt, .pptx, .docx, .xls, .xlsx, .pdf, .exe, .pif, .application, .gadget, .msi, .cab, .dll, .ini, .msp, .com, .scr, .hta, .cpl, .msc, .jar, .bat, .cmd, .vb, .vbs, .js, .jse, .ws, .wse, .wsc, .wsh, .ps1, .msh, .scf, .lnk, .inf, .reg, .docm, .dotm, .xlsm, .xltm, .xlam, .pptm, .potm, .ppam, .ppsm, .sldm, new file extensions which are not mentioned above etc.) • Scan VBScripts and JScripts to detect and stop malicious ones. • Scan email attachment & URLs to report malicious ones • Scan within compressed files 		
10	On-Access or Real-Time scanner (On-Access scanner should be able to scan all areas of the systems, including the file system, boot record, master boot record and memory, GUID Partition Table (GPT) etc.		
11	Antivirus should support On-Demand scanning		
12	Ability to detect Trojan, Malicious Active-X controls, Java applets etc.		



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Sl.	Technical Particulars	Compliance (Yes / No)	Remarks
13	Antivirus should not consume system resources to the extent that Other business applications become unresponsive.		
14	Product upgrade support should be provided by OEM/bidder		
15	Virus alerts should be configurable in central server and on the End User Devices.		
16	Antivirus should be able to track the network to identify source of virus.		
17	Antivirus solution should provide scheduled and customized reports		
18	Antivirus clients should be pushed to user systems from central Server		
19	Solution should be configurable and integrate with DISCOM Active Directory system		
20	Antivirus solution should provide flexibility of scheduling scans and updates at the endpoints		
21	Solution should provide user/role based control – Administrator should be able to select what users can do		
22	Antivirus solution should also support manual installation of client		
23	Antivirus solution should be integrated with (NMS) & SIEM Solution such as CA,HP,IBM, Zabbix etc.		
24	Antivirus should block device or software level for any service or port		
25	The proposed solution should be able to block exploits of known Exploitable vulnerabilities before patching.		
26	The proposed solution should have the duplicate system file monitoring mechanism along with blocking capacity of Shell modification attack, host file modification, DLL injection, System file & process modification etc.		
27	Application control module should have allowed or lockdown option along with search option by Vendor name (like Microsoft, Adobe, etc.) or Application Name.		
28	Solution should have at least and not limited to web filtering firewall protection (keyword, url, port based etc.), system health protection and performance boosting feature, anti- theft protection, ransomware attack protection, minimal power usage, load balancing and end user license transfer feature		
29	Remote control management feature like RDP should be available in the solution with trusted platform.		
30	Authentication methodology should be for both remote and manual removal of Antivirus application.		
31	All the asked features in the Antivirus should be available from the day of implementation itself.		

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Sl.	Technical Particulars	Compliance (Yes / No)	Remarks
32	DLP functionality: <ul style="list-style-type: none"> • Discover, Monitor and Prevent confidential data • Identifies process and software that try to steal data. • Control access to USB, CD/DVD, external hard disk, removable disk, floppy, print screen, copy/paste etc. • Control Data on Email Client, Webmail, IM and Network protocol (FTP/SFTP, HTTP/HTTPS) • Content Filtering based on policies created using keywords, metadata and regular expressions. • Prevent data loss on LAN/WAN as well as public network Customizable compliance templates.		

B. Scope of Work & Service Level Agreement

1. Overview of required solution

TP DISCOMs needs Antivirus solution for the total requirements as per annexure-I. The antivirus required should be supportive on the latest and earlier OS versions. The antivirus solution should have DLP functionality. The antivirus solution should be centrally managed and should be able to provide customized reports.

Antivirus needs to be deployed and updated using the central management server over the Internet/LAN network.

Our employee workforce is distributed and are connected over Internet and WAN connectivity. Request you to design a solution considering the above specified points and the points mentioned below.

Following points must be considered for supply/acquisition of Antivirus solution for Servers and Endpoints.

1. Seamless and fault free integration of AVRS in existing environment as described below.
2. Proposed antivirus components/license should be visible and managed through existing CMS portal as mentioned above, due to the following aspects.
 - a. For ease of use and management.
 - b. Hands-on with TrendMicro CMS portal.
 - c. The CMS features should be identical for existing vis-à-vis proposed CMS

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portal.

- d. Optimal usage of System resources (server and storage).
 - e. In the case of new setup, single point support required.
 - f. Without violating the existing licensing agreement with TrendMicro.
 - g. Avoidance of duplication of integration and operational work.
3. In case of non-TrendMicro product is being proposed, documentary evidence for cross product integration with TrendMicro systems needs to be submitted. Further such integration should be certified by both OEMs.
 4. For TrendMicro products/licenses the same should be visible under the existing customer account of DISCOM for ease of license management.
 5. The offered licenses should be co-terminus along with the existing TrendMicro license of DISCOM for ease of resource management.

Existing environment: TrendMicro is the current antivirus solution.

1. Deployed in DISCOM environment covering 2750+ client endpoints and servers.
2. CMS is Apex One, Apex Central, Edge Relay, Smart protection server, and DSM tool for handling policy push, Latest AVRS definition push, Virus sanitization, Remote management, Device control, Manual Hash value blocking, Application control, Virtual patching, IPS, Firewall rule control, and Device isolation, Outbreak prevention to control data leakage protection and to mitigate latest global threats.
3. The TrendMicro CMS tools is integrated with the Active Directory servers and the Network rules for intranet/internet is in place for all the offices under DISCOM for better control.
4. Existing TrendMicro CMS tool is configured on dedicated servers and have database.

2. Project Completion Timeline

The expected timelines for complete delivery and installation of Antivirus Solution at central server data center is 1 week from date of placement of purchase order and further 2 weeks for installation of Antivirus solution at every individual system. Following are the milestones for implementation of the project:

- Provide plan for implementation along with hardware requirement
- Install & configure central management software
- Push clients for end-user devices
- Test client machines for definition updates and functionality of antivirus

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- Extract reports & verify for 100% coverage of user devices
- Schedule customized reports

3. Terms of Agreement

This agreement shall remain in force from the date of commencement of the project till the expiry of the support/license tenure (including extension if any) for the software provided against this order. It shall be open to DISCOM to terminate this agreement any time during its currency by giving one month notice to the vendor, in writing.

4. Commencement of Warranty Period

The warranty/support period will start from date of completion of user verification i.e. from the date on which installation report is signed by DISCOM.

- a) The support tenure for the software is 5 years. Vendor shall provide maintenance/troubleshooting/upgradation of the software for a period 5 years as per terms and 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/software will be 99.0 %. This will be calculated on monthly basis. The vendor has to provide RCA for any errors/issues reported.

5. Scope of Work

Scope of this project includes the following:

Supply, install and commission centrally operated antivirus software

- Provide solution & architecture document for implementation of clients to ensure least impact on network bandwidth. All distributed systems connected to network should be updated within a time-frame of 15-30 minutes
- Install and verify antivirus client software for user workstation devices (desktop and laptop)
- Configure & schedule customized reports
- Provide two set of trainings to minimum five Nos of each DISCOM's employees on deployed antivirus solution for basic troubleshooting and the functionality of all features and applications of the solution.
- Provide detailed pre-requisites for setting up central management server such as Hardware, internet connectivity, number of Ethernet ports, storage capacity required etc.
- The bidder is expected to provide post implementation support after go live for bug fixing, syncing issues, response time improvement, training, etc.
- The bidder is expected to support for installation of upgrades available for central server.

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- Supplied items must conform to the detailed technical specifications mentioned in this tender document.
- Any system though not specifically mentioned, but is required to complete the project in all respects for its safe, reliable, efficient and trouble free operation shall also be taken to be included and the same shall be supplied and installed by the Bidder without any extra cost.
- During the contract and warranty period if any version upgradation or modification is required in antivirus solution due to operating system and applications upgradation the same need to be addressed by the bidder.

(a) Maintenance Services

Vendor shall provide maintenance services under this agreement for the equipment listed as per agreed vide Rate Contract number for the purchased equipment.

The maintenance services shall include the following: -

i. Corrective Maintenance

Any antivirus solution failure, service will be attended by vendor's engineer and if necessary by their specialists and consultant (off site or on site as per requirement).

ii. Preventive Maintenance

DISCOM will allow vendor to carry out required Preventive Maintenance of the solution. The down time required for Preventive Maintenance will be included in total down time of system to calculate monthly uptime and also communicated to DISCOM's management by the vendor.

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 monthly uptime and also communicated to DISCOM's management by the vendor.

Vendor shall provide support 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 up-gradation of software or major activities involved in maintaining the uptime of software services for individual user

(b) Response and Resolution Time

- 1 Hour Response Time and 6 hours resolution time

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6. Spares Availability/ Support for OS Patch

Vendor shall have a back-to-back Business Critical Support arrangement with the OEM for escalation support. Vendor shall also have a formal arrangement with OEM for any technical support that may be required. A copy of agreement between service provider & OEM should be provided to DISCOM

Vendor will inform for the following: -

- System Software (OS) updates / upgrades: required for uninterrupted functioning of software
- Pro-active patch notification & installation on device
- Access to OEM Diagnostic Solutions Database.

Any other changes beneficial to DISCOM will be done on software by vendor such as fine tuning of software etc.

7. Delivery Time

The devices should be delivered within 4 weeks from issue of release order. Delivery will be accepted at Odisha, India.

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

10. Level of Escalation (If problem are not resolved as per SLA):

- | | |
|--|-----------------------|
| 1. Level 1 – The Account Manager | <Ph number ,Email id> |
| 2. Level 2 – General Manager or Equivalent Level | <Ph number ,Email id> |
| 3. Level 3 – CEO of the company | <Ph number ,Email id> |

11. Reporting

The vendor shall prepare a half yearly report in the prescribed format of DISCOM covering the following:

- Uptime Summary Report for Antivirus System
- RCA for issues reported

12. Support after Warranty Period (AMC)

The vendor shall be ready to sign Annual Maintenance Contract after expiry of warranty period on same Terms and Conditions mentioned in this SLA.

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CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL/CCG/23-24/1000000504****13. Liquidated Damages**

In case uptime commitment of device as per SLA is not met, the same would attract a Penalty (ANTIVIRUS SOLUTION: Rs. 500 per day). The penalty money will be recovered from the payment due to vendor or through performance guarantee.

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 included in prices quoted. Also, installation and supply of any component/equipment/software to complete the project would be in the scope of bidder



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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 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:

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TPNODL

TP Nothern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

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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 Variable	Firm /
	(If variable indicate the price variation clause with the ceiling if applicable)	
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:**

TPCODL

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TPNODL

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TPSODL

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TPWODL

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

Bidder must mandatorily fill in the checklist mentioned below:

S. No.	Documents attached	Yes / No / Not Applicable
1	EMD of required value	
2	Tender Fee as mentioned in this 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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TP Southern Odisha Distribution Limited



TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/23-24/1000000504

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, 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/23-24/100000504

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

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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

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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

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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
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TPSODL

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NIT No.: TPCODL/CCG/23-24/1000000504

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

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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 DISCOMs
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.