

## OPEN TENDER NOTIFICATION

FOR

**Two Year Rate contract for Surakchha Sachetan Rath for  
Public Safety Awareness at TPCODL**

**Tender Enquiry No.: TPCODL/P&S/1000000617/23-24**

**Due Date for Bid Submission: 30.03.2024 [17:00 Hrs.]**

**The TP Central Odisha Distribution Limited  
1st Floor, Anuj Building, 19, Satya Nagar, Bhubaneswar-751007.**

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## 1.0 Event Information

### 1.1 Scope of work

**Open Tenders** are invited through Ariba online portal e-tender process from interested Bidders for Rate contract for supply of following Items as defined below:

S. No.	Description	EMD Amount (Rs.)	Tender Fee Inclusive of GST (Rs.)
1	Two Year Rate contract for Surakchha Sachetan Rath for public safety awareness at TPCODL	50,000/-	5000/-

**Note:-**

1) EMD is exempted for MSME Firms registered in the State of Odisha.

2) MSMEs registered in the State of Odisha shall pay tender fee of Rs. 1,000/- including GST.

### 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 TPCODL Website	From 15.03.2024 onwards
(b)	Date by which Interested and Eligible Bidder to pay Tender Fee and confirm participation as mentioned in "Procedure to Participate in Tender"	21.03.2024 , 15:00 Hrs
(c)	Date & Time of Pre-Bid Meeting (If any)	22.03.2024 , 15.00 Hrs.
(d)	Last Date and time of receipt of pre-bid queries, if any	23.03.2024 up to 15:00 Hours
(e)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	25.03.2024
(f)	Last date and time of receipt of Bids	30.03.2024 up to 15:00 Hours
(g)	Date & Time of opening technical bids & EMD (Envelope-1 & 2)	Participating Bidders will get mail intimation from TPCODL E-Tender system (Ariba) when their Technical Bids are opened. Refer Section 4.2 for details
(h)	Date & Time of opening of Price of qualified bids	Bidders will get mail intimation from TPCODL E-Tender system (Ariba) when their Price Bids are opened (Refer Section 4.5)

**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 Bhubaneswar office, the last date of submission of bids and date of opening of bids will be the following working day at appointed times.

### 1.4 Mandatory documents required along with the Bid

Following documents are to be furnished along with the bid to the address as mentioned at clause 3.1.

1.4.1 EMD of requisite value and validity

1.4.2 Tender Fee in case the tender is downloaded from website

1.4.3 Requisite Documents for compliance to Qualification Criteria mentioned in Clause 1.7.

- 1.4.4 Drawing, Type Test details along with a sample of each item as specified at Annexure I (as applicable)
- 1.4.5 Duly signed and stamped 'Schedule of Deviations' as per Annexure III on bidder's letter head.
- 1.4.6 Duly signed and stamped 'Schedule of Commercial Specifications' as per Annexure IV on bidder's letter head.
- 1.4.7 Proper authorization letter/ Power of Attorney to sign the tender on the behalf of bidder.
- 1.4.8 Copy of PAN, GST, PF and ESI Registration (In case any of these documents is not available with the bidder, same to be explicitly mentioned in the 'Schedule of Deviations')

***Please note that in absence of any of the above documents, the bid submitted by a bidder shall be liable for rejection.***

### **1.5 Deviation from Tender**

Normally, the deviations to tender terms are not admissible and the bids with deviation are liable for rejection. Hence, the bidders are advised to refrain from taking any deviations on this Tender. Still in case of any deviations, all such deviations shall be set out by the Bidders, clause by clause in the 'Annexure III - Schedule of Deviations' and same shall be submitted as a part of the Technical Bid.

### **1.6 Right of Acceptance/Rejection**

Bids are liable for rejection in absence of following documents:-

- 1.6.1 EMD of requisite value and validity
- 1.6.2 Tender fee of requisite value
- 1.6.3 Price Bid as per the Price Schedule mentioned in Annexure-I
- 1.6.4 Necessary documents against compliance to Qualification Requirements mentioned at Clause 1.7 of this Tender Document.
- 1.6.5 Filled in Schedule of Deviations as per Annexure III
- 1.6.6 Filled in Schedule of Commercial Specifications as per Annexure IV
- 1.6.7 Receipt of Bid within the due date and time

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

### **1.7 Qualification Criteria**

- a) The average annual turnover of the bidder shall be a minimum of Rs.1.3 Cr in last three financial years. (FY 20-21, FY 21-22 & FY 22-23). Copy of audited Balance Sheet and P&L Account / Turn over Certificate to be submitted in this regard.
- b) The bidder should have executed similar type of work in any Utility or advertising agency across India.
- c) The bidder must have all statutory compliance like valid PAN no, GSTN etc. The bidder must submit the copy of all these registrations.

### **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, TPCODL 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 behaviour that disrupts the fair execution of the marketplace, may result in restriction of a bidder from further participation in the marketplace for a length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

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

## 1.9 Supplier Confidentiality

All information contained in this tender is confidential and shall not be disclosed, published or advertised in any manner without written authorization from TPCODL. This includes all bidding information submitted to TPCODL. All tender documents remain the property of TPCODL 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

- ☑ The bids will be evaluated technically on the compliance to tender terms and conditions.
- ☑ The bids will be evaluated commercially on overall lowest cost in BOQ Basis as calculated in Schedule of Items [Annexure I] .TPCODL reserves the right to split the order quantity wise. Hence all bidders are advised to quote their most competitive rates.
- ☑ In case of Reverse Auction, if any change arises in overall BOQ price, it shall be applicable proportionately in each line item in the complete tender BOQ.
- ☑ Bidder has to mandatorily quote as per schedule of item [Annexure-I]. Failing to do so TPCODL may reject the bid.

### NOTE:

In case of a new bidder not registered, inspection of Testing house and evaluation shall be carried out to ascertain bidder's capability and quality procedures. However TPCODL reserves the right to carry out inspection and evaluation for any bidder prior to technical qualification. In case a bidder is found as Disqualified in the evaluation, their bid shall not be evaluated any further and shall be summarily rejected. The decision of TPCODL shall be final and binding on the bidder in this regard.

### 2.1

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

## 3.0 Submission of Bid Documents

### 3.1 Bid Submission

Bidders are requested to submit their offer in line with this Tender document 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 TPCODL E-Tender system (Ariba).

**No verbal correspondence will be responded.** All communication will be done strictly with the bidder who have 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) favoring 'TP Central Odisha Distribution Limited' payable at Bhubaneswar. The EMD (BG) has to be strictly in the format as mentioned in General Condition of Contract, failing which it shall not be accepted and the bid as submitted shall be liable for rejection. A separate non refundable tender fee of stipulated amount also needs to be transferred online through NEFT/ RTGS in case the tender document is downloaded from our website.

TPCODL/ 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**

EMD is strictly preferred in 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 case, Tender Fee and EMD should be strictly 2 separate transactions.

Please note as return of EMD from Bank Account is non standard practice 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 (Procurement & Stores)

TP CENTRAL ODISHA DISTRIBUTION LIMITED

1st floor, Anuj building, Plot No. 29, Satya Nagar, Bhubaneswar, Odisha – 751007

**SECOND PART: “TECHNICAL BID”** shall contain the following documents:

- a) Documentary evidence in support of qualifying criteria
- b) Technical literature/GTP/Type test report etc. *(if applicable)*
- c) Qualified manpower (if available)
- d) Testing facilities *(if applicable)*
- e) No Deviation Certificate as per the Annexure III – Schedule of Deviations
- f) Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, payment terms etc. as per the Annexure IV – Schedule of Commercial Specifications.
- g) Quality Assurance Plan/Inspection Test Plan for supply items *(if applicable)*

**The technical bid shall be properly indexed and is to be submitted through TPCODL E-tender System (Ariba) only. Hard Copy of Technical Bids need not be submitted.**

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the TPCODL, 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

**THIRD PART: “PRICE BID”** shall contain only the price details and strictly in format as mentioned in Annexure I (separate Price Bid for Lot-A & Lot-B shall be submitted) with explicit break up of basic prices, Taxes & duties, Freight etc. In case any discrepancy is observed between the item description stated in Schedule of Items mentioned in the tender and the price bid submitted by the bidder, the item 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 TPCODL E-Tendering system (Ariba) only. **Hard copy of Price Bid not be submitted.**

#### **SIGNING OF BID DOCUMENTS:**

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

The Bid being submitted must be signed by a person holding a Power of Attorney 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 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 the 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

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

No verbal correspondence will be responded. All communication will be done strictly with the bidder who have done the above step to participate in the Tender. **Communication Details:**

#### Handling Executive :

Name: Mr. Prashant Gupta

Contact No.: 9634077589

E-Mail ID: [prashant.gupta@tpcentralodisha.com](mailto:prashant.gupta@tpcentralodisha.com)

#### Sr. General Manager (Purchase & Stores)

Name: Sri Sudhakar Behera

Contact No.: 9437282663

E-Mail ID: [Sudhakar.behera@tpcentralodisha.com](mailto:Sudhakar.behera@tpcentralodisha.com)

**Bidders are strictly advised to communicate with Package Owner through TPCODL E-tender System (Ariba) only. They need to pay Tender Participation Fee and receive the Ariba log-in. Above escalation details are for reference purpose only.**

### 3.3 Bid Prices

Bidders shall quote for the entire Scope of Supply/ work with a break up of prices for individual items and Taxes & duties. The bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each item & total price with taxes, duties & freight up to destination at various sites of TPCODL. 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.

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

### 3.6 Alternative Bids

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

### 3.7 Modifications and Withdrawal of Bids

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

### 3.8 Earnest Money Deposit (EMD) )-

The bidder shall furnish, as part of its bid, an EMD amounting as specified in the tender. The EMD is required to protect the 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 favour of TPCODL, payable at Bhubaneswar.
- Online transfer of requisite amount through NEFT/ RTGS.
- Bank Guarantee valid for 210 days after due date of submission.

**The EMD shall be forfeited in case of:**

- a) The bidder withdraws its bid during the period of specified bid validity.

**Or**

- b) The case of a successful bidder, if the Bidder does not
- i) accept the purchase order, or
  - ii) furnish the required performance security BG

### 3.9 Type Tests (if applicable)

The type tests specified in TPCODL 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.

## 4.0 Bid Opening & Evaluation process

### 4.1 Process to be confidential

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the TPCODL's processing of Bids or award decisions may result in the rejection of the Bidder's Bid.

### 4.2 Technical Bid Opening

The bids shall be opened at TPCODL office in front of participated bidders either physically or in virtual mode. A link shall be provided to the participated bidders to view the tender opening process online. Also Participating Bidders shall get mail intimation from TPCODL E-Tender system (Ariba) when their Technical Bids are opened.



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.

### 4.3 Preliminary Examination of Bids/Responsiveness

TPCODL 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. TPCODL 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, TPCODL 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 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 may, at its discretion, ask the Bidder for a clarification on its Bid for any deviations with respect to the TPCODL 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.

### 4.5 Price Bid Opening

Price bid of only Techno-commercially and / or safety qualified Bidders shall be opened internally. Bidders shall get mail intimation from TPCODL E-Tender system (Ariba) when their Price Bids are opened.

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 without any further correspondence in this regard.

### 4.7 Reverse Auctions

TPCODL shall conduct the reverse auction for the products/ services being asked for in this tender. The terms and conditions for such reverse auction events shall be as per the Acceptance Form attached as Annexure VI of this document. The bidders along with the tender document shall mandatorily submit a duly signed copy of the Acceptance Form attached as Annexure VI as a token of acceptance for the same.

Reverse Auction shall be as per the below approach:

No of bidders to be allowed 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

## 5.0 Award Decision

TPCODL will award the contract to the successful bidder whose bid has been determined to be the lowest-evaluated responsive bid as per the Evaluation Criterion mentioned at Clause 2.0. The Cost for the said calculation shall be taken as the all-inclusive cost quoted by bidder in Annexure I (Schedule of Items) subject to any corrections required in line with Clause 4.3 above. The decision to place purchase order/LOI solely depends on TPCODL on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that TPCODL may deem relevant.

TPCODL reserves all the rights to award the contract to one or more bidders so as to meet the delivery requirement or nullify the award decision without assigning any reason thereof.

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

## 6.0 Order of Preference/Contradiction:

In case of contradiction in any part of various documents in tender, following shall prevail in order of preference:

1. Schedule of Items (Annexure I)
2. Post Award Contract Administration (Clause 7.0)
3. Submission of Bid Documents (Clause 3.0)
4. Scope of Work and SLA (if any)
5. Technical Specifications (Annexure II)
6. Inspection Test Plan (if any)
7. Acceptance Form for Participation in Reverse Auction (Annexure VI)
8. General Conditions of Contract (Annexure VII)

## 7.0 Post Award Contract Administration

### 7.1 Special Conditions of Contract

- After finalization of tender, Rate Contract shall be issued on successful bidder with a validity period of **Two Year**. Prices shall remain firm till validity of issued rate contract. Within the validity of rate contract and as per requirement of material, release order shall be issued time to time.
- Business Associate (BA) shall submit applicable Performance Bank Guarantee as per GCC within 30 days of issuance of rate contract. PBG applicable shall 5% of Rate Contract Value or 10% of Release Order value. PBG against Release Order has to be submitted against each Release Order. PBG submitted, shall be released after completion of applicable guarantee period plus one month.
- Guarantee applicable shall be as per technical specifications.
- **Within 30 days of Rate Contract issuance by TPCODL, it is the responsibility of BA to get manufacturing clearance and CAT-A issued from TPCODL.** In case BA does not get necessary approvals for issuance of CAT-A within mentioned / mutually agreed timelines, then TPCODL

reserve the right to cancel issued rate contract / release order and also reserve the right to forfeit EMD / PBG.

- Delivery period shall be 60 days from date of receipt of release order / CAT-A issuance, whichever is later.
- TPCODL shall short close the issued Release Order / Rate contract, in case of any quality issues.
- Any change in statutory taxes, duties and levies shall be borne by TPCODL.
- All other terms and conditions of TPCODL GCC shall be applicable.

## 7.2 Drawing Submission & Approval

The relevant Survey , drawings and GTPs need to be submitted within two weeks of receipt of rate contract by the successful bidder to TPCODL for approval. In case, re-submission of drawings is required on request of TPCODL, same needs to be submitted back to TPCODL within 5 days of such request.

## 7.3 Delivery Terms

The delivery schedule shall be **60 days** from the date of issuing of PO/RO issued by MRP Team as per the monthly Capacity of Manufacturer.

## 7.4 Guarantee/Warranty Period

Bidder shall stand guarantee towards design, materials, workmanship & quality of process/ manufacturing of items under the contract for due and intended performance of the same, as an integrated product delivered under this contract. In the event any defect is found by the Company up to a period of **12 months** from the date of supply, the bidder shall be liable to undertake to replace/rectify such defects at its own costs, within 45 days time frame and to the entire satisfaction of TPCODL, falling which TPCODL will be at liberty to get it replaced/rectified at the bidder risks and cost and recover all such expenses plus the company's own charges (@20% of total expenses incurred) from the bidder or from the "Security from Performance Deposit" as the case may be .

## 7.5 Payment Terms

On successful completion of SITC work in good condition and certification of acceptance by certified official, Associate shall submit the Bills/ Invoices in original in the name of TP Central Odisha Distribution Limited to Invoice Desk. 100 payment shall be released **within 30 days from the date of submission of certified bills/ invoices.**

## 7.6 Climate Change

Significant quantities of waste are generated during the execution of project and an integrated approach for effective handling, storage, transportation and disposal of the same shall be adopted. This would ensure the minimization of environmental and social impact in order to combat the climate change.

## 7.7 Ethics

TPCODL is an ethical organization and as a policy TPCODL 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 GCC attached at Annexure VII for more information.

Any ethical concerns with respect to this tender can be reported to the following e-mail ID: [ethics@tpcentralodisha.com](mailto:ethics@tpcentralodisha.com)

## 8.0 Specification and standards

Attached separately with the tender As per Annexure II.

## 9.0 General Condition of Contract

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

## 10.0 Safety

Safety related requirements as mentioned in our safety Manual put in the Company's website which can be accessed by: <http://www.tpcentralodisha.com>. All Associates shall strictly abide by the guidelines provided in the safety manual at all relevant stages during the contract period.

## ANNEXURE I Schedule for Items

Sl. No.	Item Description	HSN/ SAC code	Qty.	UoM.	Unit Price (Rs.)	GST (Rs.)	All incl. Unit Price (Rs.)	All incl. BOQ Price (Rs.)
1	2	3	4	5	6	7	8=6+7	9=8x4
1	Supply of LED screen		480	D				
2	travelling charges		38,000	KM				
3	FLEX BANNER PRINTING FOR Safety		8	EA				

**NOTE:**

- The quantity mentioned above is for evaluation purpose only and may vary during the execution. Release Orders against this Rate Contract shall be issued by TPCODL as per actual requirement.
- The bidders are advised to quote prices strictly in the above format and for all the line items as mentioned above. Failing to do so, bids are liable for rejection.
- Unit price (column 6) against sl no 1 in the table above shall be inclusive of ex-works price, Transit Insurance, transport charges upto 100KM Distance from Manufacturing site, loading, unloading and all other handling charges. Transportation cost beyond 100KM (sl no 2 of above table) should be quoted only in column 6, 7 and 8.
- 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 each and every column of the above format. Mentioning “extra/inclusive” in any of the column may lead for rejection of the price bid.
- No cutting/ overwriting in the prices is permissible.
- Quantities mentioned above is for evaluation purpose only and is not guaranteed. Quantities may change as per actual requirements.
- All price shall remain firm and fixed for one year for placement of RO

## Annexure II Technical Specifications

- a) Vendor shall provide LED Screen of size 8'\*6' with P4 LED . The screen mounted vehicle should Mahindra pick up van
- b) Vendor shall ensure provision of Petrol operated Silent DG set inside the vehicle
- c) Vendor shall provide Sound system with excellent quality. Vendor shall follow statutory norms of decibel levels of respective locations.
- d) Vehicle shall stuck public safety banners on vehicle from all sides. The design of banners will be provided by TPCODL
- e) Vendor shall ensure playing of Video contents provided by TPCODL only.
- f) Vendor shall ensure Surakchha Rath shall run/play minimum six hours during the day at strategic locations under TPCODL
- g) Vendor shall ensure covering good numbers of people gathered/covered for showing safety awareness videos
- h) Vendor shall ensure uploading of GPS based photographs of the location of awareness campaign in WhatsApp group on every day.
- i) Vendor shall ensure Odometer readings are updated in WhatsApp group on daily basis.
- j) Vendor shall submit MIS on weekly basis through Email about progress of awareness campaign.
- k) Vendor shall make alternate arrangement of vehicle for any breakdown.
- l) Vendor shall ensure legal compliances of vehicles & driver as per Central Motor Vehicle Act.
- m) Vendor shall ensure compliance to statutory norms of salaries & wages to driver, helper/Operator.
- n) Vendor shall obtain ID cards from TPCODL BA cell for his employees before deployment.
- o) Vendor shall comply to all requirements of ID card issuance. Such as L1 Training, Medical Checkup, Police verification & Insurance of employees.
- p) Vendor shall not deploy vehicle older than 5 years.
- q) Vendor shall ensure plying of vehicles from location to location and as advised by TPCODL.
- r) Surakchha Sachetan should have public address system which shall be used to play safety jingles while travelling through the villages.
- s) Vendor shall provide uniforms (Dress) approved by TPCODL for the vehicle crew and ensure that their employees wear them when with the vehicle .
- t) TPCODL will have right to terminate the contract with 7 days' Notice period.

## 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's specifications:*

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

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

***Seal of the Bidder:***

***Signature:***

***Name:***

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## ANNEXURE IV

### Schedule of Commercial Specifications

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

S. No.	Particulars	Remarks
1.	Prices firm or subject to variation (If variable indicate the price variation clause with the ceiling if applicable)	Firm / Variable
1a.	If variable price variation on clause given	Yes / No
1b.	Ceiling	----- %
1c.	Inclusive of Excise Duty	Yes / No (If Yes, indicate % rate)
1d.	Sales tax applicable at concessional rate	Yes / No (If Yes, indicate % rate)
1e.	Octroi payable extra	Yes / No (If Yes, indicate % rate)
1f.	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 (90 days) (From the date of opening of technical bid)	Yes / No
8.	Inspection during stage of manufacture	Yes / No
9.	Rebate for increased quantity	Yes / No (If Yes, indicate value)
10.	Change in price for reduced quantity	Yes / No (If Yes, indicate value)
11.	Covered under Small Scale and Ancillary Industrial Undertaking Act 1992	Yes / No (If Yes, indicate, SSI Reg'n No.)

**ANNEXURE V**

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

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

S. No.	Documents attached	Yes / No / Not Applicable
1	EMD of required value	
2	Tender Fee as mentioned in this RFQ	
3	Company profile/organ gram	
4	Signed copy of this RFQ 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	

## 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 through SAP-SRM tool 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 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 will make every effort to make the bid process transparent. However, the award decision by TPCODL would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of TPCODL, 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.
6. In case of intranet medium, TPCODL shall provide the infrastructure to bidders. Further, TPCODL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case of an auction event is restarted, the best bid as already available in the system shall become the start price for the new auction.
7. In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out-rightly rejected by TPCODL.
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 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 the auction event shall be considered by TPCODL.
12. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all inclusive prices offered during conclusion of the auction event for arriving at Contract amount.

**Signature & Seal of the Bidder**

## Annexure VII

**General Conditions of Contract –  
Attached separately with the tender**

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## Annexure VII (a)

### Preferential norms for procurement from Local MSMEs

#### 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. In Limited Tender no EMD shall applicable.

#### 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.

## Annexure VIII

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**Safety Policy and Safety Terms and Conditions –  
Attached separately with the tender.**

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## Annexure IX

**Tata Code of Conduct (TCoC) –  
Attached separately with the tender.**

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## Annexure X

**Environment & Sustainability –  
Attached separately with the tender.**

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