

**OFFICE OF THE TRANSPORT COMMISSIONER-CUM-CHAIRMAN
STATE TRANSPORT AUTHORITY, ODISHA, CUTTACK**

TENDER CALL NOTICE

Notice No: LXVII-424/22-.../2004....

Date: 12/08/2025

Bidders are invited for a Request for Proposal (RFP) for Upgradation of Uninterruptible Power Supply (UPS) for Unified Command Control Centre (UCCC) by the office of Transport Commissioner for online submission latest by **30/08/2025**.

For details, please visit the websites www.odishatransport.gov.in and www.enivida.odisha.gov.in.


Additional Commissioner Transport (RS.)
STA, Odisha Cuttack



Office of the Transport Commissioner, Odisha

Request for Proposal (RFP) for Upgradation of Uninterruptible Power Supply (UPS) for Unified Command Control Centre

Tender No: LXVI-424/22-12004 Date: 12/08/2025

E.M.D: Rs 67,000/- (Sixty Seven Thousand Rupees Only)

Tender Fee: Non-refundable Rs. 3,540/- {Rs.3,000/- + 18% GST (Rs. 540/-)}

Tender Inviting Authority

Office of the Transport Commissioner, Odisha, 6th Floor, Rajaswa Bhawan, Chandini Chowk, Cuttack, Odisha. Pin: 753002, Phone: 0671-2507042

Disclaimer

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Transport Commissioner, Odisha, hereinafter called "Authority" or any of its employees is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Transport Commissioner, Odisha to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Transport Commissioner, Odisha in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Transport Commissioner, Odisha or its employees to consider the technical capabilities, investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Transport Commissioner, Odisha accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on law expressed herein.

Transport Commissioner, Odisha or its employees make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage.

Transport Commissioner, Odisha also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

Transport Commissioner, Odisha may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that Transport Commissioner, Odisha is bound to select a Bidder or to appoint the selected Bidder or Operator, as the case may be, for the Project and Transport Commissioner, Odisha reserves the right to reject all or any of the Bidders or Bids or cancel this RFP without assigning any reason whatsoever.

Transport Commissioner, Odisha reserves all the rights to cancel, terminate, change or modify this procurement process and/or requirements of bidding stated in the RFP, at any time without assigning any reason or providing any notice and without accepting any liability for the same.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Transport Commissioner, Odisha or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and Transport Commissioner, Odisha shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Table of Contents

Disclaimer.....	2
Table of Contents.....	4
Bid Datasheet.....	6
1. Letter of Invitation.....	8
2. Basic Definition.....	9
3. Scope of the Work	9
3.1. For New 30 KVA UPS and ACs:.....	9
3.2. For Civil, Electrical work and Maintenance free chemical earthing:.....	11
3.3. For Uninstallation, Shifting and Reinstallation of existing UPS.....	11
3.4. For Comprehensive Annual Maintenance Contract (CMC) of existing UPS.....	11
3.5. Time:	12
4. Instructions to Bidders.....	12
4.1. Schedule of RFP Selection Process	12
4.2. Instructions for Submission of Proposals.....	12
4.3. Tender Fee.....	13
4.4. General information and Guidelines	13
4.5. Instruction to Bidders for Online Bid Submission.....	13
4.5.1. Guidelines for Registration	14
4.5.2. Searching for Tender Documents	15
4.5.3. Preparation of Proposals.....	15
4.5.4. Submission of Bid Proposals.....	16
4.5.5. Clarifications on using e-Nivida Portal	16
4.6. Validity of Bids	16
4.7. Earnest Money Deposit (EMD).....	17
4.8. Rejection of Bids	17
4.9. Prebid Queries.....	17
4.10. Undertaking by Bidder.....	18
4.11. Issue of Work Order	18
5. Standard conditions of RFP.....	18
6. Project Milestone & Timeline	19
7. SLA & Penalties	20
7.1. Warranty Period Support:.....	20
8. Amendments	21
9. Statutory Duties & Taxes.....	21
10. Non-Disclosure and Confidentiality.....	21
11. Conflict of Interest	22
12. Force Majeure	22
13. Preparation & Evaluation of Proposal	23
13.1. Qualification Criteria	23
13.2. Evaluation of Pre-Qualification Bid.....	25
13.3. Evaluation Process	25

13.4. Financial Proposal	26
13.5. Letter of Acceptance.....	26
13.6. Proposal Due Date	26
14. Bid Preparation Cost	26
15. Disqualification	26
15.1. Only one Proposal.....	27
15.2. Withdrawal of Bid	27
16. Validity of Proposal	27
16.1. Cancellation of RFP process	27
17. Anticorruption.....	27
18. Performance Bank Guarantee.....	27
19. Payment Terms	27
20. Failure to Comply with the Terms & Conditions of the RFP	28
21. Non-Disclosure Agreement (NDA)	28
22. Opening of Proposal.....	28
23. Indemnity.....	28
24. Applicable Law.....	28
25. ANNEXURES	29
Annexure-A: Supply, Installation, Testing & Commissioning of 30 kVA /30 kW UPS System (Qty-1).....	29
Annexure-B: Supply, Installation, Testing & Commissioning of 1.5 Ton Air conditioners (Qty-3)	31
Annexure-C: Supply, Installation of Stored Pressure Type DCP Fire Extinguisher 5/6 Kg Capacity (Qty-3)	32
Annexure-D: Maintenance Free Earthing system:	33
25.1. Annexure-1: Format for Covering Letter	34
25.2. Annexure-2: Bidder Details	35
25.3. Annexure-3: Checklist for Technical Bid	36
25.4. Annexure-4: Format for Power of Attorney	37
25.5. Annexure-5: Financial Turnover Capacity of Bidder	38
25.6. Annexure-6 Undertaking by Bidder.....	39
25.7. Annexure-7: Format for Affidavit Certifying Non-Blacklisting	40
25.8. Annexure-8: Bid Security Declaration	41
25.9. Annexure-9: Relevant Experience.....	42
25.10. Annexure-10: Bidder's Declaration (Anti-corruption).....	43
25.11. Annexure-11: Format of Pre-Bid Queries	44
25.12. Annexure-12: Format for Price Bid	45
25.13. Annexure-13 Performance Bank Guarantee Format.....	46
25.14. Annexure-14: Integrity Pact.....	47
25.15. Annexure-15: Technical Specification compliance sheet	48
25.16. Annexure-16: Manufacturer's Authorization Form (MAF).....	53

Bid Datasheet

Sr No	Key Information	Details
1.	RFP Reference Number	LTR No.: LXVI-424/22-12004 Date: 12/08/2025
2.	Project Title	Request for Proposal (RFP) for Upgradation of Uninterruptible Power Supply (UPS) for Unified Command Control Centre (UCCC)
3.	Name of authority	Transport Commissioner, Odisha.
4.	RFP document available	RFP can be downloaded from the following website: www.odishatransport.gov.in and https://enivida.odisha.gov.in
5.	Last date for submission of Queries for clarifications	Date: 20/08/2025 Time: Till 5:30 PM Email: staroadsafety@gmail.com Any queries provided beyond the stipulated time shall not be considered. The queries should be as per the prescribed format mentioned in the RFP.
6.	Pre-bid meeting	Date: 22/08/2025, Time: 3:30 PM A pre-bid meeting will be arranged on online mode. Link will be shared for those submitted the clarification in stipulated date and time. Location: Conference Hall, office of Transport Commissioner, Odisha, 7 th Floor, Rajaswa Bhawan, Cuttack – 753002.
7.	Bid Submissions	Online bids to be submitted on https://enivida.odisha.gov.in Portal
8.	Last date and time for online submission of Proposal (Proposal Due Date)	https://enivida.odisha.gov.in Date: 30/08/2025: Time: 5:00 PM
9.	Last date and time for Physical submission of Proposal	Date: 01/09/2025: Time: 2:00 PM Technical proposal only along with original Demand Drafts of Tender Fee and EMD. Submission beyond the stipulated time shall not be considered. Place: Office of the Transport Commissioner, 6 th Floor, Conference Hall, Rajaswa Bhawan, Cuttack–753002
10.	Place, Date and time of opening of Technical Proposals	Date: 02/09/2025 at 04:00 PM Place: Office of the Transport Commissioner, 7 th Floor, Conference Hall, Rajaswa Bhawan, Cuttack–753002
11.	Place, Date and Time for opening of Financial Proposals	Date & Time will be communicated later to the Technically Qualified bidders at Email ID provided by bidders at the time of submission of bids. Place: Office of the Transport Commissioner, 7 th Floor, Conference Hall, Rajaswa Bhawan, Cuttack–753002.
12.	Tender Fee	Non-refundable Rs. 3,540/- {Rs. 3,000/- + 18% GST (Rs. 540/-) } in form of Demand Draft issued by any Nationalized/Scheduled Commercial Bank drawn in favour of Transport Commissioner, Odisha payable at Cuttack. The tender fee shall be submitted by all the bidders participating in this tender.

Sr No	Key Information	Details
		The e-Nivida Portal is showing an option of paying this fee in BG form. Bidder shall select this option and enter DD details instead of BG details. The bidder shall submit two DDs in original (towards tender fee and EMD) in the office of Transport Commissioner, Odisha as mentioned in the bid data sheet.
13.	Earnest Money Deposit (EMD)	<p>The bidder is required to submit EMD of Rs. Rs 67,000/- (Sixty Seven Thousand Rupees) only valid for 180 days from the date of issue of tender. The EMD in the form of Demand Draft issued by any Nationalized/Scheduled Bank in India and drawn in favour of the "Transport Commissioner, Odisha" and payable at "Cuttack", must be submitted along with the Tender Fees.</p> <p>The e-Nivida Portal is showing an option of paying this fee in BG form. Bidder shall select this option and enter DD details instead of BG details. The bidder shall submit two DDs in original (towards tender fee and EMD) in the office of Transport Commissioner, Odisha as mentioned in the bid data sheet.</p>
14.	Performance Security	<p>5% of the estimated purchase/work order in the form of Bank Guarantee, valid for a period of 60 days beyond warranty obligations of the selected bidder.</p> <p>The Performance Bank Guarantee shall be in the form of an irrevocable Bank Guarantee issued by any Indian Nationalized/Scheduled Bank in favour of Transport Commissioner, Odisha and payable at Cuttack.</p>
15.	Language of bid	The bid should be submitted in English language.
16.	Currency for Bidding	All quoted bids shall be in Indian Rupees (INR).
17.	Bid documents	Bidders must submit their bids in line with the requirements stated in this RFP.
18.	Issue of Work Order	To be informed later
19.	Method of Selection	Least Cost Selection (LCS)
20.	Address for Communication	Office of The Transport Commissioner, 6 th Floor, Rajaswa Bhawan, Chandini Chowk, Cuttack, PIN: 753002, Odisha. 0671-2507042, 0671-2507238
21.	Bid Validity Period	180 days from the Proposal Due Date
22.	Duration of delivery, Installation and commissioning	45 days from the issuance of Letter of award.
23.	Point of Contact from Office of the Transport Commissioner, Odisha regarding RFP	Office of the Transport Commissioner, Odisha, 6 th Floor, Rajaswa Bhawan, Cuttack – 753002 Email: staroadsafety@gmail.com
24.	Website address	www.odishatransport.gov.in and https://enivida.odisha.gov.in/

1. Letter of Invitation

Request for Proposal (RFP) for Upgradation of Uninterruptible Power Supply (UPS) for Unified Command Control Centre (UCCC).

Bidders will be selected under LCS based procedure as prescribed in the RFP Document in accordance with the procedures prescribed below.

- a) Interested bidders having their presence in Odisha and fulfilling eligibility conditions as mentioned in this RFP can submit their bids/proposals **Online** through **<https://enivida.odisha.gov.in>** portal. (Properly Indexed with Page Number & Compliances Annexed).
- b) The proposal should be submitted online as a two-bid system:
 - Part 1:** Technical Proposal - A (EMD & Tender Fees details, Technical Proposal along with its supporting documents for qualification of the bidder)
 - Part 2:** Financial Proposal- B (Financial Proposal)
- c) The Demand draft of Tender Fee and EMD will be submitted to the office as mentioned in the Data Sheet.
- d) Evaluation of the proposals shall be made as per the evaluation criteria mentioned in the RFP.
- e) Joint Venture or Sub-Contracting or consortium is not allowed for the scope of work mentioned in the RFP.
- f) In the event, any of the instructions mentioned herein have not been adhered to, the Office of the Transport Commissioner, Odisha may reject the Proposal.
- g) The proposal, complete in all respect as specified in the RFP Document, must be accompanied with a Non-refundable Tender Fee and a Refundable EMD paid as prescribed in the RFP failing which the bid shall be rejected.
- h) The last date and time for submission of proposal, complete in all respect, is as per the Bid Datasheet and the date of opening of the qualifying proposal is as mentioned in the Bid Datasheet, which will be done in the presence of the bidder's representative at the specified address as mentioned in the Bid Datasheet. Representatives of the bidders may attend the meeting with due authorization letter and identity proof on behalf of the bidder.
- i) While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of knowledge of the Transport Commissioner, the office of the Transport Commissioner holds no responsibility for accuracy of information, and it is the responsibility of the bidder to check the validity of information/data included in this RFP. The Transport Commissioner, Odisha reserves the right to accept/reject any/all proposals/cancel the entire selection process at any stage without assigning any reason thereof.

**Transport Commissioner
Odisha**

2. Basic Definition

Sr.	Terms	Definition
1	Applicable law	Laws and any other instruments / subordinate legislation having the force of law having been published in India. For the avoidance of doubt, Applicable Law shall include any applicable statute, ordinance, decree, regulation, or by-law or any rule, circular, directive or any licenses, consent, permit, authorization, concession, or other approval issued by any authority which has appropriate jurisdiction.
2	Change of Law	Any change in the Applicable Law; or any applicable judgment of a relevant court of law which changes the interpretation of the Applicable Law and is a binding precedent which directly and adversely affects the Successful Bidder's performance / obligations under the Contract in a material way, coming into effect after the date of this Contract entered by the Successful Bidder or after the bid submission date.
3	Bidder	The bidder should be: A company registered under the Indian Companies Act, 1956/2013 or LLP firm under LLP provisions 2008, or Partnership Firm should be registered with State GST, or Proprietorship Firm should be registered with State GST. The bidder must have its presence in Odisha.
4	Date of Completion	The date of completion is the date/date(s) for completion of the whole works, set out in the Tender documents or subsequent amendment / modifications etc made by the office of the Transport Commissioner, Odisha.
5	SLA	The level of service and other performance criteria which will apply to the services delivered by the successful bidder.
7	Rates/Prices	Rates/Prices means prices of Upgradation of Uninterruptible Power Supply (UPS) for Unified Command Control Centre (UCCC)

3. Scope of the Work

The Office of the Transport Commissioner, Odisha, is seeking proposals for the upgradation of the Uninterruptible Power Supply (UPS) system for the Unified Command Control Centre (UCCC). This project includes the supply, installation, testing, and commissioning of a new 30 KVA UPS system, along with associated civil and electrical works.

3.1. For New 30 KVA UPS and ACs:

- i. Supply, Installation, Testing and Commissioning of 30 KVA UPS system along with Battery Bank and accessories with Product Warranty for a minimum period of 5 (Five) years for UPS and 2 (Two) years for battery bank as per **Technical specification (Annexure-A)**.
- ii. The Bidder has to supply 30 KVA UPS system and required Battery bank with batteries to support 120 minutes backup along with interlink cables and battery stand to STA, Odisha.
- iii. All supplied materials must be fit in the existing UPS room (Approx~ 25 feet × 11 feet= 275 feet²) in accordance with the requirements at the Installation site.
- iv. The Bidder must carry out the Installation work in coordination with STA, Odisha.
 - Warranty Period support: The Bidder has to provide Warranty Period Support, including hardware support for minimum period of 5 Years for UPS and 2 (two) years for battery

bank from the date of successful installation and acceptance by Transport Commissioner, Odisha. This warranty should cover both parts and support onsite.

- After two years warranty period of battery bank, if battery bank component fails (e.g., a battery cell, a charging module), and requires replacement, this replacement of spare parts would be a chargeable at reasonable rate fixed by bidder at time of tender submission and bidder should not charge additionally for servicing/fitting the spare parts for a period of 3 years post warranty period.
- The Hardware support should be provided during the specified warranty period from the date of acceptance by Transport Commissioner, Odisha.
- OEM has to authenticate above mentioned warranty period and the certificate of the same should be produced.

The Bidder must carry out preventive maintenance of the UPS every quarter during the warranty period of 5 (Five) years for UPS and submit relevant reports. Any delay in carrying out the Preventive maintenances by one month of the scheduled date, will lead to forfeiture of PBG and the bidder will be debarred from participating in all the ongoing and future procurement tenders across Transport Commissioner, Offices.

A. Service Norms:

The Bidder has to follow the Service norms during the warranty period as below.

- a) Call Handling/ Support: 24X7 Basis.
- b) Response Time: Immediate after call logging (Not more than 30 Minutes)
- c) Resolution Time (for Service Related Issues): within 3 Hrs.
- d) Resolution Time (for Material Related Issues): within 12 Hrs. or within Next business day.

- B.** Supply and installation of 3 numbers of new heavy duty (24 x 7) air conditioners of 5 star 1.5 Ton as Technical specification (**Annexure-B**) each with 5 years of comprehensive warranty on both AC and compressor unit from the date of installation.

- v. The bidder may visit the site before submitting the tender/bids if needed.

C. Documentation: The supplier shall provide the following documents:

- a. Installation Report
- b. Product manuals/Datasheets/Brochures
- c. Test Report
- d. Training materials

D. Delivery/Execution of order:

The UPS along with Battery has to be delivered at Command Control Center, Bhubaneswar. Bidder has to supply the products within 30 days from the date of issue of Purchase Order to the delivery address. The end-to-end supply, Installation, Commissioning, testing and training needs to be completed within 45 days from the date of receipt of Purchase Order. In case of delay, penalty clause shall be applicable as per prevailing norms.

E. Support Centre:

The bidder shall be either an Original Equipment Manufacturer (OEM) or an authorized certified partner of an OEM, MAF by OEM to participate in tender and having support center in Bhubaneswar. Copy of certificate authorized by OEM and MAF to be submitted and documentary evidence for having support centre in Bhubaneswar, escalation matrix along with Experience in relevant areas to be submitted with completed Bid along with supporting documents. Bidder have to assign single point of contact for communication.

3.2. For Civil, Electrical work and Maintenance free chemical earthing:

Before installation of UPS, there is need of civil and electrical works need to do at buyer site (Area of 25 feet (L) x 11 feet (W) x 10 feet (H)) as follows,

- I. All electrical wiring works relating to fitment of New ACs and New UPS (30 KVA) with batteries.
- II. Installation of high lumen (Minimum 20 watt of 3 quantity) tube light.
- III. Supply and installation of 2 (Two) quantity of Fire extinguisher as per technical specification (**Annexure-C**).
- IV. Uninstallation, shifting and reinstallation of existing 10 KVA UPS along with battery.
- V. Supply and fitment of 2 (two) numbers of fireproof doors and with 1 (one) number biometric access feature.
- VI. The bidder shall complete all wall finishing works, including necessary repairs, putty application, and painting. Additionally, all walls must be properly weatherproofed to prevent environmental damage, with the weatherproofing maintained to remain effective for a minimum of five (5) years.
- VII. False/Raised flooring along with all electrical connection before installation of the products.
- VIII. Maintenance Free Earthing system:
Maintenance free earthing system which includes supply of earthing kit-1 set consisting (i) Earth electrodes of copper clad steel alloy of 10 feet (3 mtr) long, 17 mm dia and copper thickness of 250 microns -01 nos (ii) Earth enhancing compound in 30 kg pack -01 no (iii) copper tape of 25mm X6mm X 300mm with 99% purity - 02 nos and another of 25mmX6mmX150mm to terminate on earth electrode. The earthing material shall be inspected by official of Transport Commissioner, Odisha. Schematic diagram of Maintenance Free Earthing system is in **Annexure-D**.
- IX. Any other required civil work to fulfill the above scope of work will be in bidder scope.

3.3. For Uninstallation, Shifting and Reinstallation of existing UPS

- Complete Uninstallation of existing 10 KVA UPS along with battery bank and other components at existing site at UCCC
- Shifting of 10 KVA UPS along with battery bank and other components from existing site at UCCC to New site at UCCC.
- Reinstallation of shifted UPS along with battery bank and other components at New site of UCCC.

3.4. For Comprehensive Annual Maintenance Contract (CMC) of existing UPS

Comprehensive Onsite Maintenance Contract service of existing 10 KVA of UPS for 5 (Five) years and shall consist of repair, preventive maintenance. The broad scope of work shall include:

-

- Repair/replacement of all defective parts of UPS
- Maintenance and replacement of all components
- Replacement of defective interface connector of UPS
- Bidder will assign single point of contact for communication.
- Service Norms:
 - Call Handling/ Support: 24X7 Basis
 - Response Time: Immediate after call logging (Not more than 30 Minutes)
 - Resolution Time (for Service Related Issues): within 3 Hrs.
 - Resolution Time (for Material Related Issues): within 12 Hrs or within Next business day.

- If battery bank component fails (e.g., a battery cell, a charging module), and requires replacement, this replacement of spare parts would be a chargeable at reasonable rate fixed by bidder at time of tender submission and bidder should not charge additionally for servicing/fitting the spare parts for a period of 5 years.

3.5. Time:

All scope of work to be completed within 45 days from the date of receipt of Purchase Order. The bidder may visit the site before submitting the tender/bids if needed.

4. Instructions to Bidders

4.1. Schedule of RFP Selection Process

- a) The timeline for the RFP process is mentioned in **Bid Datasheet and on e-Nivida portal**. While no changes to this timeline are anticipated, it is subject to amendments owing to circumstances. Any such changes shall be promptly conveyed to the bidders through a suitable corrigendum and to be notified in the website.
- b) **Pre-Bid Meeting.** A pre-bid meeting will be arranged on online mode. Link will be shared for those submitted the clarification in stipulated date and time as mentioned in bid datasheet.
- c) Transport Commissioner, Odisha at its sole discretion, reserves the right to extend the last date for submission of bids / proposals by issuing a corrigendum in the website.

4.2. Instructions for Submission of Proposals

- a) The bid shall be submitted online at e-Portal Website: (<http://odishatransport.gov.in> and <https://enivida.odisha.gov.in>)
- b) Bidders are advised to follow the instructions provided in this Tender document for the e-submission of the bids online through the e-Portal Website: <https://enivida.odisha.gov.in> before proceeding with the tender.
- c) All documents as per tender requirement shall be uploaded online through e-Portal Website: <https://enivida.odisha.gov.in>.
- d) Online bids without the required documents / tender fee and EMD will be summarily rejected.
- e) Both technical and financial bids are to be submitted concurrently duly signed digitally on the Portal.
- f) The bidders shall have a valid digital signature certificate to participate in the online tender. The cost of digital signatures, if any, will be borne by respective bidders.
- g) Prospective bidders are accordingly advised to go through instructions provided at e-Nivida portal.
- h) The online bids (complete in all respects) must be uploaded online in a Two bid process (I: Pre-Qualification & Technical bid and II: Financial bid).
- i) The bidder must submit their financial bid in the prescribed format (BOQ. Service_Provider File) - specified at **Annexure-12** of this tender document and no other format is acceptable. Bidders are required to download the BOQ File, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online.
- j) The bidder shall bear all costs associated with the preparation and submission of its bids and the Transport Commissioner, Odisha, will in no way be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. It is also clarified

that no binding relationship will exist between the Authority and any of the bidders until execution of contract.

4.3. Tender Fee

The bidders are requested to pay the Tender Fee as defined in this RFP. The RFP document can be downloaded from the portal (<http://odishatransport.gov.in/> and <https://enivida.odisha.gov.in/>) upon registration. Bids that are not accompanied by the Tender fee or accompanied by inadequate Tender fee, shall be considered non-responsive and will be rejected.

4.4. General information and Guidelines

- a) Bidders who meet the eligibility criteria / requirements in terms of this RFP are eligible to submit proposals in response to this RFP document.
- b) Bidder shall not be allowed to submit more than one proposal for this project.
- c) Original Copy of Tender Fee and EMD are to be submitted by the bidders in the office of Transport Commissioner, Odisha, without which tender will be considered as incomplete and shall be liable for rejection of the proposal.
- d) Offline Submission of financial bid/ Financial documents/rates by the bidders will not be accepted by the Authority, under any circumstances.
- e) The successful bidder shall be required to, inter alia: (a) enter into an agreement, (b) adhere to the provisions of the agreement so entered into, and (c) implement the project in accordance with the terms and conditions of the said agreement and instruction issued by the Transport Commissioner, Odisha.

4.5. Instruction to Bidders for Online Bid Submission

e-Nivida is a complete process of e-Tendering, from publishing of RFPs/tenders online, inviting online bids, evaluation and award of contract using the system. The instructions given below are meant to assist the bidders in registering on e-Nivida Portal and submitting their bid online on the portal.

More information useful for submitting online bids on the e-Nivida Portal may be obtained at: <https://enivida.odisha.gov.in>

- a) The RFP can be downloaded from the tender portal <https://enivida.odisha.gov.in> and <http://odishatransport.gov.in>
- b) Instruction to Bidders for participation in Tender through <https://enivida.odisha.gov.in>
- c) Bidders must get themselves registered on the portal for participating in the e-tenders published by the department. Detailed registration help manual is available in the bidder help manual kit.
- d) Bidders must provide the details of PAN number, registration details etc. as applicable and submit the related documents. The user id will be activated only after submission of complete details. The activation process will take minimum 24 working hours odishaenivida@gmail.com
- e) Bidders must have a valid email address and mobile number.
- f) Bidders are required to obtain Class 3 Digital Certificates (Signing & Encryption) as per their company details.
- g) Once the bidder's DSC is mapped with the user id, the same DSC must not be used for another user id on the same portal. However, bidder can update the digital certificate to another user id after un mapping it from the exiting user id.

- h) Bidders now can login with the activated user Id & DSC for online tender submission process in this portal.
- i) Bidders can upload required documents for the tender well in advance under My Documents and these documents can be attached to the tender during tender participation as per the tender requirements. This will save the bid submission duration/time period and reduce upload time of bid documents.
- j) Bidders must go through the downloaded tender documents and prepare, and upload bid documents as per the requirements of the department.
- k) Bidders are advised to read complete BoQ/ Price Bid/Financial Bid and Terms & Conditions before quoting rates in the bid document.
- l) Any modification/replacement in BoQ/ Price Bid/Financial bid template is not allowed. Bidders must quote only in predefined fields in the bid sheet and save the bid sheet. After saving, the same bid sheet must be uploaded in the portal.
- m) Bidders must pay the required payments (enivida registration fee, Tender fee, EMD, Tender Processing Fee etc) as mentioned in the tender document, before submitting the bid.
- n) Bidders are recommended to use PDF files for uploading the documents and file size must not cross 40MB. Only the price bid sheet will be in Excel format.
- o) The bidders must ensure to get themselves registered on the portal at least 1 week before the tender submission date and get trained on the online tender submission process. For tender submission and registration process bidders are advised to refer to respective manuals on the website. Tenders inviting Authority/Department will not be held responsible for any sort of delay, or the difficulties faced during the submission of bids online by the bidders due to local issues like internet connectivity/PC speed/etc.
- p) Offline Submission of financial bid/ Financial documents/rates by the bidders will not be accepted by the Authority, under any circumstances.
- q) After final submission of the bid, a confirmation message and bid submission acknowledgement will be generated by the portal. The bid submission acknowledgement contains details of all documents submitted along with bid summary, token number, date & time of submission of the bid and other relevant details. Bidder can keep print of the bid submission acknowledgement.
- r) If bidder is resubmitting the bid, bidder must confirm existence of all the required documents, financial bid and again submit the bid. Once submitted, the bid will be updated.
- s) Submission of the bid means that the bid is saved online; but the system does not confirm correctness of the bid. The correctness of the bid will be decided by tender inviting authority only.
- t) The time displayed in the server is IST (GMT 5:30) and same will be considered for all the tendering activities. Bidders must consider the server time for submission of bids.
- u) Bid documents being entered by the Bidders will be encrypted at the client end and the software uses PKI encryption techniques to ensure security/secretcy of the data. The submitted bid documents/data become readable only after tender opening by the authorized individual.

4.5.1. Guidelines for Registration

- a) Bidders are required to enroll themselves on the e-Nivida Portal <https://enivida.odisha.gov.in> or click on the link "Bidder Enrolment" available on the home page by paying Registration Fees of **Rs.2,500/- + Applicable GST**.

- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ TCS / nCode/ eMudhra etc.), with their profile.
- e) Only valid DSC should be registered by a bidder. Please note that the bidders are responsible for ensuring that they do not lend their DSC's to others which may lead to misuse.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
- g) The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
- h) After completion of registration payment, bidders need to send their acknowledgement copy on help desk mail id odishaenivida@gmail.com for activation of the account.

4.5.2. Searching for Tender Documents

- a) There is various search options built in the e-tender Portal, to facilitate bidders to search for active tenders by several parameters.
- b) Once the bidders have selected the tenders they are interested in, they can pay the processing fee **(2500+ applicable GST)** of the enivida portal by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

4.5.3. Preparation of Proposals

- a) Bidders should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the bid data sheet and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
- e) These documents may be directly submitted from the "My Documents" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for the bid submission process. Already uploaded documents in this section will be displayed. Click "New" to upload new documents.

4.5.4. Submission of Bid Proposals

- a) Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions as mentioned in the tender document.
- c) Bidder shall select the payment option as per the tender document to pay the Tender Processing fee as applicable and enter details of the instrument.
- d) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the yellow Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- e) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- f) The uploaded bid documents become readable only after the tender opening by the authorized bid openers.
- g) Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
- h) The tender summary shall be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

4.5.5. Clarifications on using e-Nivida Portal

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the bid data sheet. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support. Please feel free to contact **e-Nivida Helpdesk (as given below)** for any query related to e-tendering.

Phone No.: 011-49606060, 9355030604, 9355030613

Mail id: odishaenivida@gmail.com

4.6. Validity of Bids

- a) Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids.
- b) In case, Transport Commissioner Odisha calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidder.

- c) The Transport Commissioner, Odisha may seek for extension of validity of bids with mutual agreement between Transport Commissioner, Odisha and bidders, without any modifications and without giving any reasons thereof.

4.7. Earnest Money Deposit (EMD)

- a) Bidders are required to submit as part of the bid as an Earnest Money Deposit (EMD) of ₹ 67,000/- (Rs. Sixty Seven Thousand only) in form of Demand Draft drawn in favour of Transport Commissioner, Odisha payable at Cuttack. The scanned copy of EMD must be uploaded on e-Portal and original copy to be delivered to the office of Transport Commissioner, Odisha, on or before the last date of bid submission. The bidder is required to submit EMD valid for Ninety days beyond the final bid validity period, in favour of Transport commissioner, Odisha.
- b) EMD of all bidders except in case of the bidder obtaining the work order will be returned to them after the declaration of result. EMD submitted by the bidder will earn no interest. EMD will be forfeited on account of one or more of the following reasons: -
 - The Bidder withdraws/modifies his bid without notice during the bid validity period. The Transport Commissioner, Odisha may also debar it from participating in future tenders in such a case.
 - In case the Selected Bidder fails to sign the Contract in time and furnish a performance bank guarantee.
 - In case the selected bidder submits unwillingness or fails to supply services.
 - As felt or observed by Transport Commissioner, Odisha on account of any kind of misappropriation or for trying any sort of influence to get the work order.
- c) The Selected Bidder's EMD shall be returned upon submission of the Performance Bank Guarantee and signing of the Contract.

4.8. Rejection of Bids

- a) No proposal will be entertained in the online portal after the closing date and time for submission of proposals.
- b) Notwithstanding anything contained in this RFP, the Transport Commissioner, Odisha, reserves the right to accept or reject any bid and to annul the selection process and reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons thereof. No tenders/bidders shall have any cause or claim against the Transport Commissioner, Odisha, for rejection of their bid.
- c) Any failure on the part of the bidder to observe the prescribed procedure, canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD.
- d) Failure to furnish all the information required in accordance with the RFP may result in rejection of the bid.
- e) The contract shall be promptly terminated if it is found that the firm is blacklisted on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings etc.

4.9. Prebid Queries

- a) A prospective Bidder requiring any clarification on the RFP may notify electronically addressed to the Transport Commissioner, Odisha by email mentioned in the RFP in excel format as prescribed below along with a cover letter in company's letterhead.
- b) Transport Commissioner, Odisha reserves the right not to respond to questions raised or provide clarifications sought, in their sole discretion, if it is considered that it would be

inappropriate to do so. Nothing in this section shall be taken or read as compelling or requiring Transport Commissioner, Odisha to respond to any question or to provide any clarification.

- c) Format for Prebid Queries (To be sent in MS-Excel format along with a cover letter of bidder's letterhead as per **Annexure-11**).
- d) Any queries relating to the process of online bid submission or queries relating to E-Nivida Portal in general may be directed to the 24x7 Helpdesk no of e-Nivida.

4.10. Undertaking by Bidder

The bidder must submit an acknowledgement in the form of an undertaking on the letter head of the Agency mentioned in **Annexure 6**: -

- a) Made a complete and careful examination of the RFP.
- b) Received all relevant information requested from the Transport Commissioner, Odisha.
- c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Transport Commissioner, Odisha.
- d) Satisfied with all matters, things and information necessary and required for submitting an informed bid and performance of all of its obligations there under.
- e) Agreed to be bound by the undertaking provided by it under and in terms hereof.
- f) Transport Commissioner, Odisha shall not be liable for any omission, mistake or error on the part of the bidder in respect of any of the above or on account of any matter arising out of or concerning or relating to RFP or the selection process there under, including any error or mistake therein or in any information or data given by the Transport Commissioner, Odisha.

4.11. Issue of Work Order

- a) After selection, a Letter of Award (LOA) shall be issued, in duplicate, by Transport Commissioner, Odisha, to the selected bidder, within 5 (Five) working days from the date of issue of LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected bidder is not received within the stipulated date, the LOA shall be cancelled without any further notice. Within ten days from the date of acceptance of LOA, the selected bidder shall have to execute agreement for the project and submit PBG.
- b) Failure of the successful bidder to agree with the Terms & Conditions of this RFP and agreement to be executed thereafter shall invite penalty as would be decided by Transport Commissioner, Odisha including forfeiture of EMD.

5. Standard conditions of RFP

- a) The Bidders are required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below, which will automatically be considered as part of the Contract Agreement concluded with the successful Bidder selected by the Transport Commissioner, Odisha. Failure to do so may result in rejection of the Bid submitted by the Bidder.
- b) The Transport Commissioner, Odisha reserves the right to reject any or all bids without assigning any reason and the decision of the Transport Commissioner, Odisha, shall be final and binding.
 - I. Transport Commissioner, Odisha reserves the right to negotiate any or all RFP terms and conditions and to cancel, amend or resubmit this RFP in part or entirety at any time.

- II. The bidder must certify that the prices offered were arrived at independently and without the purpose of restricting competition with other bidders, including but not limited to subsidiaries, and that prices have not been and will not be knowingly disclosed to any other bidder unless required by law. Failure to comply with these requirements may result to re-evaluate the selection of a potential bid. Transport Commissioner, Odisha may reject a proposal at any stage if it is found that the selected bidder is indulged in corrupt or fraudulent activities in competing for the contract in question, and may also declare a company ineligible / blacklisted either indefinitely or for a stated period if at any time it is found that the company has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
 - III. All costs of participation, including proposal and subsequent activity in the selection phase, are at risk, and any such costs, whether direct or indirect, are the sole responsibility of the bidder.
 - IV. Nothing in this document shall be construed as an offer by the Transport Commissioner, Odisha, and no terms, discussions, or proposals shall be binding on either party prior to execution of a definitive agreement. The Transport Commissioner Odisha reserves the right to reject any part or the entire proposal.
 - V. The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given to any of the bidders. The bidder shall be aware of all the requirements of this RFP. By submitting a proposal in response to this RFP, the bidder represents that it has satisfied itself, from its investigation, with all the requirements of this RFP.
- c) **Agreement:** The successful bidder shall execute two copies of contract agreement on Rs. 100/- non-judicial stamp paper. After the execution of the agreement, one copy of the contract agreement will be retained with the Transport Commissioner, Odisha, and one copy will be retained by the successful bidder. The incidental expenses of execution of the agreement/Contract shall be borne by the successful bidder. The agreement/contract will be signed after the submission of the Performance Bank Guarantee (PBG) as per the format given in **Annexure-13**, which shall be 5% of the estimated contract value.
 - d) **Performance Bank Guarantee** The successful bidder shall provide a Performance Bank Guarantee for the due and faithful performance of a contract for a sum of 5% of the total order value and shall be submitted by the successful bidder within 10 days of issuance of LoA. The performance bank guarantee shall be issued from any nationalized/scheduled commercial bank and should remain valid for a period of 60 days beyond the warranty obligations. Refusal or inability or delay by the successful bidder to supply all deliverables as per the scope of work at the contracted rate may result in termination of the contract and forfeiture of Performance Bank Guarantee (PBG) as well as disqualification of the bidder from participating in future tenders.
 - e) **Law.** The Contract shall be considered and made by the laws of the Republic of India. The contract shall be governed by and interpreted by the laws of the Republic of India.
 - f) All disputes shall be subject to the exclusive jurisdiction of the Courts at Cuttack, Odisha only.

6. Project Milestone & Timeline

Project Milestones	Deliverables	T in Days
Issue of LoA/Contract = T_0		
Acceptance of LoA	Acceptance letter	$T_0 + 5$ days

Deposit of Performance Bank Guarantee	PBG submission	T ₀ + 15 Days
Civil work at site, Delivery and Installation of UPS at buyer site	<ul style="list-style-type: none"> • Delivery challan • Invoice of items • Consignee Receipt and Acceptance Certificate (CRAC) • Signoff certificate from Technical Team from STA, Odisha 	T ₀ +45 Days

7. SLA & Penalties

Sr.	Service level agreement	Penalties for non-compliance
1.	The UPS system will be operational at all time, excluding scheduled maintenance.	If the UPS system availability falls below 99.9%, the selected bidder will incur a penalty of ₹1,000 per hour of downtime.
2.	The selected bidder will respond to service requests within 3 hours.	If response time exceeds 3 hours, a penalty of ₹500 will be applied for each hour of delay.
3.	Issues will be resolved within 24 hours.	If issues are not resolved by the bidder/OEM within 24 hours, a penalty of ₹1,000 will be applied for each hour of delay.
4.	The end-to-end supply, Installation, Commissioning, testing and training needs to be completed within 45 days from the date of receipt of Purchase Order.	In case of delay, penalty clause shall be applicable- <ol style="list-style-type: none"> 1. 0.5% of PO cost per week with maximum of 5% of the PO cost. 2. Delay beyond 10 weeks lead to cancellation of PO, forfeiture of EMD and disallowing of participation in future STA and its subordinates offices.
5.	In case the product/Equipment is not complying to the technical specification,	The product / Equipment shall be rejected with forfeiture of EMD, and the necessary information will be circulated to the concerned authorities to disallow participation of the bidder in future tenders of STA and its sub-ordinates offices.

Note: Penalties will not apply in cases of force majeure events.

7.1. Warranty Period Support:

The tendering authority will regularly review the performance of the services being provided by the selected bidder. During Warranty Period penalties would be imposed on the bidder, if any deviation is found in the service norms/warranty support. The bidder has to attend the complaint during Warranty period immediately and the complaint shall be resolved as below.

a) Service Norms:

- Call Handling/ Support: 24X7 Basis
- Response Time: Immediate after call logging (Not more than 30 Minutes)
- Resolution Time (for Service Related Issues): within 3 Hrs.
- Resolution Time (for Material Related Issues): 12 Hours or within Next business day. Any problem should be attended and rectified within 72 hours. Any delay will lead to forfeiture of PBG and the bidder will be debarred/blacklisted from participating in all

the ongoing and future procurement tenders in Transport Commissioner and its subordinates offices.

b) Preventive Maintenance during warranty period:

- i. The Bidder has to carry out preventive maintenance of the UPS every quarter during the warranty period of 5 years and submit relevant reports.
- ii. The Bidder has to carry out preventive maintenance of the batteries every 6 months during the warranty period of 5 years and submit Discharge test report and Submit Impedance/Resistance test report every 6 months.
- iii. Any delay in carrying out the Preventive maintenances by one month of the scheduled date, will lead to forfeiture of PBG and the bidder will be debarred from participating in all the ongoing and future procurement tenders across Transport Commissioner and its subordinates offices..

8. Amendments

No provision of the contract shall be changed or modified without the consent of a successful bidder and Transport Commissioner.

9. Statutory Duties & Taxes

Statuary taxes and duties as applicable for the proposed service shall be paid by Transport Commissioner as per actual and rate quoted should exclude this applicable tax.

10. Non-Disclosure and Confidentiality

- a) The selected bidder and its personnel shall hold in confidence and will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or operations of Transport Commissioner or its employees to any third party, without the prior written consent of Transport Commissioner.
- b) The selected bidder will ensure that no information about the venue of meetings and software/ hardware/ policies and meetings is taken out in any form, including electronic form or otherwise, by selected bidder.
- c) Additionally, the selected bidder shall keep confidential all the proprietary details and information.
- d) The bidder shall not use Proprietary information for any purpose other than responding to this RFP. For the purpose of defining, the term "Proprietary Information" means: -
 - I. Any information of office of Transport Commissioner that is not openly communicated or accessible to third parties, whether or not marked or identified as confidential, related technical data and knowhow, financial information, pricing, terms of sale, products, processes, plans, resource, research and development projects or other aspects of Transport Commissioner until such information shall have ceased to be proprietary as evidenced by general public availability and knowledge.
 - II. Information of a third party as to which Transport Commissioner has no obligation.
- e) The bidder is required to use reasonable care to protect the confidentiality of all such data.
- f) For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
 - I. Information is already available in the public domain.

- II. Information received from a third party who had the right to disclose the aforesaid information
 - III. Information disclosed to the public pursuant to a court order
 - IV. Information contained in contract agreement.
- g) The Transport Commissioner shall retain all rights to prevent, stop and, if required, take the necessary punitive action against the selected bidder regarding any forbidden disclosure.
- h) The bidder shall not use any logos, images, or any data or results arising from the contract, beyond the scope covered under the contract, without first obtaining the prior written consent of Transport Commissioner, Odisha.

11. Conflict of Interest

- a) A bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any bidder found to have a Conflict of Interest shall be disqualified. A bidder may be considered to have a Conflict of Interest that affects the bidding Process, if the relationship between two bidders are established through common holding, either directly or through Associates, of at least 25% holding of equity/profit sharing in another company/firm, or in each other.
- b) It is to be noted that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2 of the Companies Act 2013.
- c) a constituent of such bidder is also a constituent of another bidder; or
- d) such bidders receive or has received any direct or indirect subsidy from any other bidder/s, or has provided any such subsidy to any other bidder; or
- e) such a bidder has the same legal representative for purposes of this Application as any other bidder; or
- f) such bidders have a relationship with another bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the bid of either or each of the other bidders.

12. Force Majeure

- a) Transport Commissioner may consider relaxing the penalty and delivery requirements, as specified in the RFP document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of Force Majeure. "Force majeure" as used herein means any an event which is beyond the reasonable control of a party, and which makes a party's performance of its obligations impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force. Force Majeure shall not include
 - I. Any event which is caused by the negligence or intentional action of a party or such party's or agents or employees, nor
 - II. Any event which a diligent party could reasonably have been expected to take into account at the time of the conclusion of the Contract, as well as avoid or overcome in the carrying out of its obligations.

- b) In the event of and within fourteen (14) days of the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract.
- c) The affected Party shall also notify the other party of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of the Contract. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of any cause constituting force majeure shall take such action as it reasonably considers appropriate or necessary in the circumstances, including granting the affected Party a reasonable extension of time in which to perform any obligations under the Contract. This would not imply any compensation claims arising out of Force Majeure conditions on either of the contracting Parties.
- d) If the bidder is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the bidder, the Transport Commissioner, Odisha shall have the right to suspend or terminate the Contract on the same terms and conditions with immediate effect. In any case, Transport Commissioner, Odisha shall be entitled to consider the bidder permanently unable to perform its obligations under the bidder in case the bidder is unable to perform its obligations, wholly or in part, by reason of force majeure.

13. Preparation & Evaluation of Proposal

The proposal should be submitted online as a two-bid system:

Part 1: Technical Proposal- A (EMD & Tender Fees details, Technical Proposal along with its supporting documents for qualification of the bidder)

The Technical Proposal shall contain the documents as checklist (**Annexure-3**). The hard Copy of Tender Fee, EMD Fee will be submitted to this office as mentioned in the Data Sheet.

Part 2: Financial Proposal- B (Financial Proposal)

The financial proposal will contain the below mentioned document:

a) Price Bid Template (Annexure-12)

It is to be noted that the Technical Proposal shall contain all the supporting documents related to qualifying criteria, terms, and conditions of RFP document etc. The proposal must have complete tender/RFP documents except Price Bid part.

The successful bidder needs to provide the bid documents with proper binding and index. The page number should be mentioned clearly against the documents. Failing of these may lead to disqualification.

13.1. Qualification Criteria

Office of the Transport Commissioner, Odisha shall carry out the technical evaluation for selection of eligible bidder. The bidder should meet the following qualification criteria.

Sr.	Basic Requirement	Qualification Criteria	Documents to be Submitted
1.	Legal Entity	The bidder should be: A company registered under the Indian Companies Act, 1956/2013 or LLP firm under LLP provisions 2008, or	<ul style="list-style-type: none"> • Copy of Certificate of Incorporation/ Registration. – • Copy of GST Registration Certificate. • Copy of PAN.

Sr.	Basic Requirement	Qualification Criteria	Documents to be Submitted
		Partnership Firm should be registered with State GST, or Proprietorship Firm Should be registered with State GST. The bidder must have its presence in Odisha.	<ul style="list-style-type: none"> In case of Proprietorship firm incorporation certificate may be exempted and GST certificate with its nature of business may be given
2.	Company competency	Minimum 5 years of experience of the bidder in providing similar product for any Central/State Government or Public Sector Undertakings (PSUs) Organization in India / Odisha in last 5 as on proposal due date of bid submission.	Work Order/ Authority Certificate/Agreement Copies/ Completion Certificate clearly indicating the scope of work and year.
3.	Bidders Annual Turnover	Bidders' Annual financial average turnover during the last 3 year ending 31st March of previous year should be at least Rs. 60 Lakhs (i.e. FY 2021-22, 2022-23 and 2023-24).	CA/Statutory auditor Certified copy of the audited balance sheet, Annexure-5 and IT returns for the last three financial years to be submitted.
4.	OEM Annual Turnover	OEM' Annual financial average turnover during the last 3 year ending 31st March of previous year should be at least Rs. 150 Lakhs (i.e. FY 2021-22, 2022-23 and 2023-24).	Certified copy of the audited balance sheet, Annexure-5 and IT returns for the last three financial years to be submitted.
5.	Experience of bidder	<ul style="list-style-type: none"> Experience of having successfully completed similar works such as Supply, installation, testing and commissioning of UPS along with Batteries in last 5 as on proposal due date of bid submission. 1 similar completed work costing not less than Rs. 24 Lakhs. 2 similar completed works costing not less than Rs. 15 Lakhs. 3 similar completed works costing not less than Rs. 12 Lakhs. <p>Definition of similar work: Supply, installation, testing and commissioning of UPS along with Batteries to any</p>	<ul style="list-style-type: none"> Documentary evidence of experience having successfully completed similar works during the last 3 years to be furnished. (PO copies, completion certificate, Invoice.

Sr.	Basic Requirement	Qualification Criteria	Documents to be Submitted
		central / State Govt. offices/PSU/ private units under a single order /contract.	
6.	Non-Blacklisted Undertaking	Responding Firm/ Company/ bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices and must not be Blacklisted by any State Govt./Central Govt., for any reason at the time of bid submission.	Self-Declaration in the prescribed format (Annexure-7).
7.	Authorized Representative from Bidder	The bidder shall submit Power of Attorney, duly authorizing the person signing the documents to sign on behalf of the bidder and thereby binding the bidder.	Power of Attorney document in the prescribed format (Annexure-4)
8.	Integrity Pact	The bidder must furnish Integrity Pact	Integrity pact in the prescribed form (Annexure-14)
9.	E.M.D.	E.M.D. as specified in Bid Data sheet	In form of DD in favour of Transport Commissioner, Odisha.
10.	Tender Fee	Tender Fees as specified in Bid Data sheet	In form of DD in favour of Transport Commissioner, Odisha.

Note-

- In absence of any one of the above, the offer will be treated as non-responsive and summarily rejected.
- Relevant documents in support of the above criteria must be enclosed along with Pre-Qualification Bid documents failing which the bid will liable to be rejected.
- Bidders found successful in pre-qualification bid, their technical bids will be opened.

13.2. Evaluation of Pre-Qualification Bid

Bid Evaluation Committee will determine whether the Pre-Qualification of Bidder:

- Meets/conforms to all terms, conditions and stipulations of the RFP including the Eligibility Criteria, without any material deviation.
- Has been properly signed and contains any required written representations or commitments.
- Is accompanied by the required annual reports, documents, audited statements, experience certificates as stipulated in the RFP documents.
- If answer to any one of the items specified in pre-qualification bid is 'No' the Bid shall be non-qualifying and hence would not be taken up for opening and evaluation of the Technical Bid.

13.3. Evaluation Process

The proposals submitted by the bidders will be evaluated on parameters as described in this RFP document. The bidder must comply the eligibility criteria in order to qualify for opening of the commercial/ financial evaluation.

- The Bidder/s quoting the lowest financial quote (L1) shall be the Preferred Bidders.
- Based on the financial bid, L1 will be shortlisted.

- If two or more qualified participating firms submit same lowest quotes (L1), bidders having highest average annual turnover will be chosen L1.

13.4. Financial Proposal

- a) Bidder(s) need to submit their price bid proposal as per the **Annexure-12**.
- b) The bidders shall submit their financial bids in format given in **Annexure-12** only. Not filling financial bids for a particular event result in cancelling all bids submitted by the agency, and the agency shall not be considered for the award of work.

13.5. Letter of Acceptance

- a) Letter of Acceptance (LoA) will be issued by the Transport Commissioner to the successful bidder.
- b) Within five (5) days from the date of issue of the LoA, the successful bidder shall submit Letter of Acceptance.
- c) The successful bidder shall execute the Agreement with the Transport Commissioner, Odisha and furnish Performance Bank Guarantee @ 5% of project cost.
- d) Bid security submitted by unsuccessful bidders will be returned to them without any interest upon installation of UPS and completion of by the successful bidder.

13.6. Proposal Due Date

- a) The proposal should be submitted on or before the proposal due date mentioned in the Bid Datasheet in the manner and form as detailed in this RFP document.
- b) Office of the Transport Commissioner, Odisha may extend the proposal submission due date by issuing an Addendum and same shall be published on its website.

14. Bid Preparation Cost

The Bidder shall be responsible for all costs associated with the preparation of its Bid and its participation in the bidding process, including, site visits, etc. and also any discussions/ negotiations in this regard. Office of the Transport Commissioner, Odisha will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

15. Disqualification

Even if the bidder(s) meets the guidelines / terms and conditions as set forth in this RFP document, Office of the Transport Commissioner, Odisha at its discretion, may disqualify any bidder(s) if:

- a) The bidder has been blacklisted by office of the Transport Commissioner, Odisha or Gol or any State Government or Central Government or any Government agency / Department in India as on Proposal Submission Due Date; or
- b) The bidder has made misleading or false representation in the forms, statements and attachments submitted.
- c) Any attempt by a bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the office of Transport Commissioner, Odisha during the tender process.

15.1. Only one Proposal

- a) Bidders shall submit one bid only. If it is found that the bidder is participating through joint venture/ consortium etc. with other bidders in the same tender, then all of the bids submitted by him shall be rejected and the bidder will be blacklisted.

15.2. Withdrawal of Bid

- a) The bidder may withdraw bid submitted by him before due date only.

16. Validity of Proposal

The Proposal shall remain valid for at least for 180 days from the last date for submission of proposal/ bid. Bidder should ensure that in all circumstances, its bid fulfils the validity condition. Any bid validity less than 180 days shall be liable for rejection.

In exceptional circumstances, office of the Transport Commissioner, Odisha may solicit bidder's consent to extend bid validity period more than 180 days.

16.1. Cancellation of RFP process

- a) Transport Commissioner, Odisha may cancel the RFP process at any time without assigning any reason. Office of the Transport Commissioner, Odisha makes no commitments, express or implied, that this process will result in a business, transaction with anyone in any manner whatsoever.
- b) This RFP document does not constitute an offer by Office of the Transport Commissioner Odisha.

17. Anticorruption

A recommendation for award of Contract will be rejected if it is found that the recommended Bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases, the Transport Commissioner, Odisha will declare the Bidder and/or members of the consortium ineligible, either indefinitely or for a specific period as may be decided by the Transport Commissioner, Odisha. The bidder will be blacklisted by the Transport Commissioner, Odisha. Bidder should submit the declaration of the same as per **Annexure-10**.

18. Performance Bank Guarantee

A Performance Bank Guarantee shall be equivalent to 5% of total cost of the project shall be submitted by the successful bidder within 10 days from the date of issuance of LoA. The performance bank guarantee shall be issued by any nationalized/schedule commercial bank and shall remain valid 60 days beyond warranty obligation. The format is enclosed in **Annexure-13**.

19. Payment Terms

- a) No advance payment will be made. Payment will be released after completion of site preparation, supply, installation, testing and training of UPS with accessories and lifting of UPS and Batteries as per the scope mentioned in the tender & submission of warranty certificate by the Successful Bidder and acceptance by Transport Commissioner Odisha.
- b) Purchases/Contracts are subjected to Liquidity Damages. The end to end supply, Installation, Testing and Commissioning needs to be completed within 45 days from the date of receipt of Purchase Order/LoA.
- c) In case of delay, Liquidity damages are applicable as per SLA.

20. Failure to Comply with the Terms & Conditions of the RFP

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award, in which office of the Transport Commissioner, Odisha may invite the next Bidder overall scored next highest mark for negotiations or may call for fresh RFP.

21. Non-Disclosure Agreement (NDA)

The Successful Bidder must sign the Non-Disclosure Agreement with Office of the Transport Commissioner, Odisha for not disclosing/sharing of information and data stored in the server of the Bidder directly or indirectly.

22. Opening of Proposal

- a) Office of the Transport Commissioner, Odisha shall open the “Technical Proposals” on the proposal opening date and time as mentioned in Bid Datasheet or on such other date as may be notified in the website.
- b) Bidder’s representatives (only one for each bidder shall be allowed) attending the opening of the proposals shall bring an authorisation letter from the bidder and sign in the attendant sheet.
- c) In the event of the proposal opening date being declared a public holiday for office of the Transport Commissioner, Odisha and the proposals shall be opened at the same time on the next working / opening day.
- d) To facilitate evaluation of proposals, office of the Transport Commissioner, Odisha may at its sole discretion, seek clarifications in writing from any bidder regarding its proposal.

23. Indemnity

The successful bidder shall hold Office of the Transport Commissioner, Odisha harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as “Claims”) which may arise from or due to any unauthorized use of such Project Documents, or due to any breach or failure on part of the Successful Bidder to perform any of its duties or obligations in relation to securing the aforementioned rights of Office of the Transport Commissioner, Odisha.

24. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India / State of Odisha.

If at any time either party (successful bidder or Transport Commissioner) is unable to perform their duties or responsibilities under this Contract Agreement, the affected party shall immediately provide written notice by e-mail to the other party for resolution of the matter. In case the matter is not resolved amicably between the parties, this agreement shall be terminated and either party may approach competent court at Cuttack to adjudicate the matter.

25. ANNEXURES

Annexure-A: Supply, Installation, Testing & Commissioning of 30 kVA /30 kW UPS System (Qty-1)

S.N.	Parameters	Desired Range
1	UPS Capacity	30 KVA / 30 KW
2	UPS configuration	Parallel Redundant/Standalone
3	Operating mode	VFI Mode
4	Battery Sizing & Back up	Unity PF, ECV :1.7 V/cell, 30 min with required Minimum VAH to be matched as given. Sizing Confirmation to be given.
5	Type of Battery	12V SMF battery
6	Min VAH required Rating wise	57600 VAH
7	Ampere Hour & No of Battery	Vendor to Substantiate with calculation.
8	Input Supply + Variation	380/400/415V AC 50/60 Hz (40-70 Hz) 3 phase 4 wire connection
9	Input power factor	0.99
10	Output Supply + Variation	380/400/415V AC +/-3% 50/60 Hz +/- 0.1% free running
11	Technology	True online double conversion IGBT based PFC rectifier and IGBT based PWM inverter (3 level inverter preferred)
12	Static Switch	Bypass path and Output path Static Switch for transferring the load to the input source during clearing overloads that exceeds the capability of power electronics Special Hybrid bypass transfer switch is used (Make before break technology). Bypass Switch shall be 3P Automatic to make it adaptable to all kind of earthing system (TN, TT & IT)
13	Duty condition	UPS should be able to operate at upto 40°C
14	Output load unbalancing capability	100% unbalanced non-linear load
15	Power walk in (time required for UPS to take rated load at the time of starting)	1 Sec. through 30 Seconds (every 1 Second selectable (0-100% rated loads) Default setting 20 seconds.
16	Step load change	100% step load change
17	Overload Capacity	110% for 1 hr, 125% for 10 min, 150% for 1 min
18	Crest factor	3:1
19	Output voltage distortion	<2% for linear load <3% for 100% non-linear load
20	Noise level	<65 dBA
21	Output Power Factor	1.0 (Unity), Incase, Vendor does not comply, the next higher UPS rating shall be proposed
22	1 Years Warranty with UPS and 2 years with Batteries	To be included in rates
23	Overall efficiency at 100% load	96%
24	Load bank testing	There should be provision for UPS functional testing without external load bank. If this is not available in-built, then SAT with load bank and necessary cabling is mandatory. UPS vendor to consider load bank and cabling to UPS in their scope

S.N.	Parameters	Desired Range
25	Waveform capture	In-built provision for measuring and recording waveform is required. If this facility is not available in-built, then oscilloscope with aux power supply to be considered in BOQ by UPS vendor. Internal connection between UPS and oscilloscope, and oscilloscope to aux power supply to be done by UPS vendor
26	Breakers within UPS frame	Input, Output, Bypass, Maintenance Bypass Breakers required, rated for full frame capacity. If breakers are not in-built, then separate termination panel with 4 in-built breakers to be considered by UPS vendor as per BOQ
27	Battery Protection	The DC protection shall be ensured by a DC MCCB with under voltage trip coil to isolate the battery bank from UPS during fault at the either side of the DC bus. It shall provide protection against deep discharge of the batteries by automatically disconnecting battery bank from UPS after low battery shutdown. It shall also isolate the battery bank from UPS during activation of EPO command. It should have aux contacts to notify the UPS of BCB status
28	Min DC breaker rating	125 Amp
29	Charger Capacity	Minimum 20% of output power
30	Display	Separate Mimic Panel & LCD display
31	Event Log	Minimum 100 time stamped events logged
32	The unit should be able to work without the batteries connected to it.	Required
33	Confirmal coating of PCBAs	Required
34	Cold start with batteries	Required
35	Dust filter	Required
36	Interface to NMS (Network Management System)	SNMP Card for connecting the UPS to LAN thru Ethernet port & monitoring thru NMS should be available along with Battery Temperature Sensor.
37	Remote Monitoring of UPS With Analytics	UPS Should be supplied with data-driven digital monitoring service for your critical equipment, increasing resiliency and transparency through live sensor data. predictive analytics and smart alarming delivered directly to your Smartphone. Remote troubleshooting is provided by the experts monitoring your connected assets 24x7. UPS, Network Card, Temperature Sensor and Monitoring software should be same OEM. Documentary evidence should be submitted at the time of bidding.
38	Warranty	5 Year warranty on UPS, 2 Year warranty on Battery, 5 Year Warranty on SNMP Card

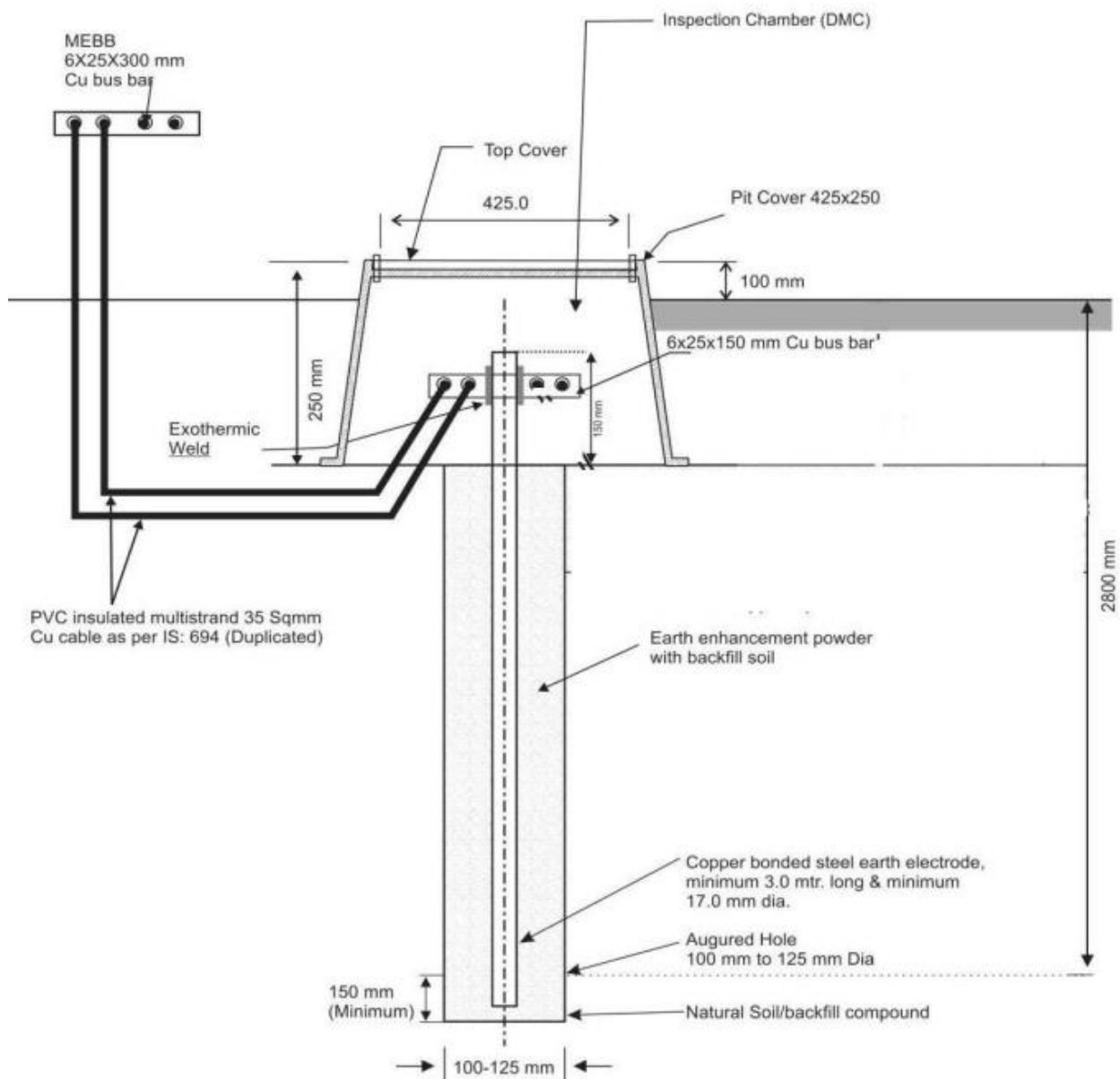
Annexure-B: Supply, Installation, Testing & Commissioning of 1.5 Ton Air conditioners (Qty-3)

S.N.	Parameters	Desired Range
1.	Type of Air Conditioner	High Wall Split AC
2.	Air Conditioner Technology	Inverter
3.	Compressor Type	Inverter Rotary
4.	Nominal Capacity (TR)	1.5
5.	Cooling Capacity (BTU/hr)	18000 or better
6.	Cooling Capacity (W) (Min~Max)	5275 (2359~5442)
7.	LCD Remote with Display and Night Glow Function on Remote Buttons	Yes
8.	Features Refrigerant	R32
9.	Features Condenser Type	100% Copper
10.	Star Rating	5 Star
11.	Unit mounting arrangement (Indoor unit)	Wall mount type
12.	Rated voltage	230V, Single Phase, 50Hz AC
13.	Copper pipe and suitable connecting electrical cable as per site requirements for installation and commissioning – inclusive in the scope of supply	Yes
14.	Mode	Sleep mode, Turbo mode, Dry mode
15.	Minimum set temperature	18 °C or better
16.	Maximum set temperature	28 °C or better
17.	Installation and commissioning	With Installation and commissioning
18.	Comprehensive warranty on both AC and compressor unit from the date of installation (Years):	5 years or more

Annexure-C: Supply, Installation of Stored Pressure Type DCP Fire Extinguisher 5/6 Kg Capacity (Qty-3)

S.N.	Specification/Parameter
1.	The capacity of the extinguisher should be 5/6 Kg.
2.	The extinguisher should be as per IS 15683: 2006 (latest revision) and ISI marked.
3.	Copy of valid BIS certificate for extinguisher should be submitted with offer & supply.
4.	The extinguisher should be stored pressure type, pressurized with dry Nitrogen gas.
5.	A pressure gauge indicating inside pressure of the cylinder should be fitted on the extinguisher. It should be durable. The pressure gauge should also have red/green marking corresponding to the pressure requirements.
6.	The extinguisher should be filled with 90% Mono Ammonium Phosphate (MAP) Dry Chemical Powder (DCP) suitable for Class: A, B, & C fire. DCP should be IS: 14609 marked.
7.	The cylinder inner surface should be coated with anticorrosive treatment.
8.	Name of Manufacturer, IS mark, Type, Capacity, Extinguisher Sr. No. & Year of manufacturing should be permanently embossed on the body of extinguisher.
9.	It should be fitted with best quality squeeze grip control valve having stopper to avoid accidental pressing of squeeze grip.
10.	The hose should be fitted directly to nozzle having other end connecting to control valve. Hose should be braided rubber type having bursting pressure not less than 50 kgf /cm ² .
11.	Suitable wall hanging arrangements should be provided in the body of each extinguisher and wall hanging clamps shall be sent with supply.
12.	Dry Chemical Powder shall not be more than 6 months old.

Annexure-D: Maintenance Free Earthing system:



25.1. Annexure-1: Format for Covering Letter

(ON THE LETTERHEAD OF THE BIDDER)

(Location, Date)

To,

Transport Commissioner, Odisha,
6th Floor, Rajaswa Bhawan,
Cuttack – 753002

Subject: Request for Proposal (RFP) for Upgradation of Uninterruptible Power Supply (UPS) for Unified Command Control Centre (UCCC).

Dear Sir,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal No._____. Dated: _____. I hereby submit the proposal which includes this technical and Financial Proposal. Our proposal will be valid for acceptance for 180 Days from the date of submission of the bid and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in this technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate based on the proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further precontract costs. In case, any provisions of this RFP/Tender including of our technical proposal is found to be deviated, then your department shall have rights to reject our proposal including for feature of the Earnest Money Deposit absolutely. I confirm that, I have the authority to submit the proposal and to clarify any details on its behalf.

I understand you are not bound to accept any proposal you receive.

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation: _____

Address of Bidder: _____

25.2. Annexure-2: Bidder Details

Bidder's Organization (General Detail)

Sr. No.	Description	Full Details
1.	Name of the Bidder	
2.	Address for communication: Tel: Fax: Email id:	
3.	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No.: Email id:	
4.	Registration / Incorporation Details Registration No: Date & Year.:	
5.	Tender Fee Details Amount: Reference No.: Date: Name of the Bank:	
6.	EMD Details Amount Reference No.: Date: Name of the Bank:	
7.	PAN Number	
8.	Goods and Services Tax Identification Number (GSTIN)	
9.	Willing to carry out assignments as per the scope of work of the RFP	
10.	Willing to accept all the terms and conditions as specified in the RFP	

Notes:

- Documentary proof of registration, certificate of incorporation, certificate for commencement of business, Memorandum and Articles of Association need to be furnished for bidder.

Name of the bidder: _____

Signature of the Authorised Signatory: _____

Name of the Authorised Signatory with Date and seal: _____

25.3. Annexure-3: Checklist for Technical Bid

[To be enclosed with the Techno Commercial Bid]

- a. Name of the Bidder, Postal Address and Registered Office:
- b. Type of Organization:
- c. Name & Designation of the Authorized Signatory of the Bidder:
- d. Contact Number:
- e. Official email, phone, fax:
- f. Official Website:

Sl. No	Qualification requirements	Compiled (Yes/No)	Documents -Page No
a)	EMD		
b)	Tender fee		
c)	Covering Letter (Annexure-1)		
d)	Bidder Details (Annexure-2)		
e)	Check list (Annexure-3)		
f)	Technical Specification compliance Sheet (Annexure-15)		
g)	Power of Attorney (Annexure-4)		
h)	Legal Entity Certification		
i)	Eligibility criteria		
j)	Bid Validity Period 180 days from the Proposal Due Date		
k)	Financial turnover capacity of bidder for last three years (Annexure-5)		
l)	Copy of the audited balance sheet last three years		
m)	Financial turnover capacity of OEM for last three years (Annexure-5)		
n)	Acceptance to warranty terms, scope of work, service norms as per Bid		
o)	Support centre details and escalation matrix		
p)	Manufacturer Authorization Format (Annexure-16)		
q)	Undertaking by Bidder (Annexure-6)		
r)	Non-Blacklisted Undertaking (Annexure-7)		
s)	Bid Security Declaration (Annexure-8)		
t)	Valid PAN Number (Copy to be enclosed)		
u)	GST registration (Copy to be enclosed)		
v)	Income Tax Return (Last three financial year)		
w)	ISO 9001:2015, ROHS compliance		
x)	Experience of bidder (Annexure-9)		
y)	Bidder declaration (Anti-corruption) (Annexure-10)		
z)	Integrity Pact (Annexure-14)		

(Signature of authorized signatory with seal & date)

25.4. Annexure-4: Format for Power of Attorney

I _____, the _____ (Designation) of (Name of the Organization) in witness whereof certify that <Name of person> is authorized to execute the attorney on behalf of <Name of Organization>, <Designation of the person> of the company acting for and on behalf of the company under the authority conferred by the <Notification / Authority order no.> Dated <date of reference> has signed this Power of attorney at <place> on this day of <day><month>, <year>.

The signatures of <Name of person> in whose favour authority is being made under the attorney given below are hereby certified.

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney:

Address of the Bidder:

25.5. Annexure-5: Financial Turnover Capacity of Bidder

Bidder Organization (Financial Details)

Financial Information in INR		
	Annual Turnover (INR)	Networth (INR)
FY 2021-22		
FY 2022-23		
FY 2023-24		
Average (INR)		

Supporting Documents:

CA Certificate and Audited Financial Statements (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form)

Authorized Signatory [*In full and initials*]: _____

Name and Designation with Date and Seal: _____

25.6. Annexure-6 Undertaking by Bidder

(On the Letter Head of the Agency)

Date:

To,

Transport Commissioner, Odisha,
6th Floor, Rajaswa Bhawan,
Cuttack – 753002.

Ref: **Request for Proposal (RFP) for Upgradation of Uninterruptible Power Supply (UPS) for Unified Command Control Centre (UCCC).**

Dear Sir,

1. We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by the Transport Commissioner, Odisha. Our Proposal is consistent with all requirements of submission as stated in the RFP or in any of the subsequent communications issued by the Transport Commissioner, Odisha. We would be solely responsible for any errors or omissions in our Proposal.
2. We hereby declare that we have read and understood the rules governing the contract as given above, examined and understood and satisfied ourselves regarding the content of the various agreements, declarations and deeds to be executed and do hereby undertake to execute them when called upon to do so, and commit in unequivocal terms, in letter and spirit, that the project shall be implemented as per the comprehensive stipulations and requirements that have been spelt out by the Transport Commissioner, Odisha, in this RFP and Bidding Documents including adherence to the areas/ capacities/ specifications/ regulations as have been detailed by the Transport Commissioner, Odisha in this regard.
3. We also commit to abide by the decision of the Transport Commissioner, Odisha on all matters relating to the planning and execution of the contract. Further we give undertaking for following:
 - a) Made a complete and careful examination of the RFP;
 - b) Received all relevant information requested from the Transport Commissioner, Odisha;
 - c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Transport Commissioner, Odisha;
 - d) Satisfied itself about all matters, things and information necessary and required for submitting an informed bid and performance of all of its obligations there under;
 - e) Agreed to be bound by the undertaking provided by it under and in terms hereof.
 - f) Transport Commissioner, Odisha shall not be liable for any omission, mistake or error on the part of the bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the selection process there under, including any error or mistake therein or in any information or data given by the Transport Commissioner, Odisha.

Duly signed by the Authorised Signatory of the Bidder

Title of the Office _____
Name of the firm _____
Date with time _____

25.7. Annexure-7: Format for Affidavit Certifying Non-Blacklisting

To,

Transport Commissioner, Odisha,
6th Floor, Rajaswa Bhawan,
Cuttack – 753002

Subject: **Request for Proposal (RFP) for Upgradation of Uninterruptible Power Supply (UPS) for Unified Command Control Centre (UCCC).**

I, M/s.(bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoters/ directors are not barred or blacklisted by Office of the Transport Commissioner, Odisha or any State Government or Central Government or any Government agency / Department from participating in projects as on the proposal due date.

We undertake that, in the event of us or any of our promoters/directors being blacklisted / barred at any time post the date of this affidavit, we shall intimate Office of the Transport Commissioner, Odisha of such blacklisting.

Dated this _____ Day of _____.

Name of the bidder: _____

Signature of the Authorised Signatory: _____

Name of the Authorised Signatory with Date and seal: _____

25.8. Annexure-8: Bid Security Declaration

(On the Letterhead of the bidder)

Date: _____

To,

Transport Commissioner, Odisha,
6th Floor, Rajaswa Bhawan,
Cuttack – 753002

Sub: Bid Security Declaration

Ref: RFP No.: _____ Dated: (Date of issue of RFP), Request for Proposal (RFP) for Upgradation of Uninterruptible Power Supply (UPS) for Unified Command Control Centre (UCCC).

I/We, irrevocably declare as under:

I/We understand that, as per your Tender/bid conditions, bids must be supported by a Bid Security Declaration In lieu of Earnest Money Deposit.

I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of Five years from the date of disqualification as may be notified by you (without prejudice to Office of the Transport Commissioner rights to claim damages or any other legal recourse) if,

1. I am /We are in a breach of any of the obligations under the bid conditions,
2. I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
3. On acceptance of our bid by Office of the Transport Commissioner Odisha, I/we failed to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful bidder, upon the earlier of (i) the receipt of your notification of the name of the successful bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signature:

Name & designation of the authorized person signing the Bid-Securing Declaration Form:

Duly authorized to sign the bid for and on behalf of: _____ (complete name of bidder)

Dated on _____ day of _____ month, _____ year.

25.9. Annexure-9: Relevant Experience

{To be certified by bidder on letter head}

Date: _____

To,

Transport Commissioner, Odisha,

6th Floor, Rajaswa Bhawan,

Cuttack – 753002

Subject: Consolidated Billing of projects Yearly basis

Sir,

I {name of the bidder}, who are established and reputed bidder having offices at {addresses of the office location}, submit the yearly billing amount as per the RFP requirement.

Project. no.	Tender/ Project Name	Name of the Central/State Government and/or PSUs in Odisha	Date of Work order/Purchase order	Total Project Cost
Project-1				
Project-2				
.....				
Project-n				

We hereby confirm that the information as mentioned above, is fully complying with this RFP document.

Yours faithfully,

For and on behalf of M/s (Name of the manufacturer)

(Authorized Signatory)

Name, Designation & Contact No:

Address: _____

Seal:

25.10. Annexure-10: Bidder's Declaration (Anti-corruption)

I/ We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, I / we will strictly abide by the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

I / We hereby certify and confirm that in the preparation and submission of our Proposal, I / we have not acted in concert or in collusion with any other Bidder or other person(s) and not done any act, deed or thing which is or could be regarded as anti-competitive.

I / We confirm that we have not proposed nor will propose any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

I / We and any support service provide by us, confirm that we have not involved in any kind of litigation with Government.

Dated thisDay of, 2024.

.....

(Name of the Bidder)

.....

(Signature of the Bidder / Authorised Person)

.....

(Seal of the Bidder)

25.11. Annexure-11: Format of Pre-Bid Queries

Date: _____

To,

Transport Commissioner, Odisha,
6th Floor, Rajaswa Bhawan,
Cuttack – 753002

Subject: Request for Proposal (RFP) for Upgradation of Uninterruptible Power Supply (UPS) for Unified Command Control Centre (UCCC).

Sir,

We hereby submit our request for clarifications / suggestions on the provisions of the above-referred RFP document, as per the following:

Company Name: M/S				
SL. No.	RFP Page No	Relevant Section / Form/Annexure of RFP	Relevant Content from RFP	Bidder's Query/Comment

Signature:

Name:

Designation of the authorised signatory:

Phone Number:

FAX:

Email:

Address:

25.12. Annexure-12: Format for Price Bid

Name of the Bidder			
Project Name		Price bid for Request for Proposal (RFP) for Upgradation of Uninterruptible Power Supply (UPS) for Unified Command Control Centre (UCCC).	
Tender No:			
S.N.	Particulars	Price (INR)	
1.	30 KVA UPS along with batteries, Quantity-01		
2.	Uninstallation, Shifting and Reinstallation of Existing 10 KVA UPS along with Battery bank		
3.	CMC of Existing 10 KVA UPS (Make: Vertiv, Model: GXTMT + 10 KVA LB 1X1)- 01		
4.	Civil work as per scope of work		
5.	1.5 Ton Air conditioner Quantity-03		
Total price (INR) in number			
Total price (INR) in Words			
Fixed battery price beyond warranty period of battery bank			
S.N	Item	Battery Capacity (Ah)/Volt	Unit price
i.	Battery for New 30 KVA UPS		
ii.	Battery for existing 10 KVA UPS (Make: Exide Power Safe Plus) Lead Acid Battery	100 Ah/12V	

Note:

1. Taxes as applicable (extra)

25.13. Annexure-13 Performance Bank Guarantee Format

To,

Transport Commissioner, Odisha,
6th Floor, Rajaswa Bhawan,
Cuttack – 753002

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for submission of RFP # <<RFP Number >> for **Request for Proposal (RFP) for Upgradation of Uninterruptible Power Supply (UPS) for Unified Command Control Centre (UCCC)**. (Here in after called "the Bid") to Transport Commissioner, Odisha (hereinafter called 'the Purchaser').

Know all Men by these presents that we <<>> having our office at <<Address>> (hereinafter called "The Bank") are bound unto the Purchaser in the sum of INR<<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this <<Date>>. The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Purchaser in the RFP; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - a. Withdraws his participation from the bid during the period of validity of bid document; or
 - b. Fails or refuses to participate in the subsequent Tender process after having been shortlisted.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed INR<<Amount in figures>> (Rupees<<Amount in words>> only)
- II. This Bank Guarantee shall be valid up to<<insert date>>) iii. It is condition of our liability for payment of the guaranteed amount or any part there of arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank) Seal:

Date:

25.14. Annexure-14: Integrity Pact

(Company letterhead)

To,

Transport Commissioner, Odisha,
6th Floor, Rajaswa Bhawan,
Cuttack – 753002

Sub: Request for Proposal (RFP) for Upgradation of Uninterruptible Power Supply (UPS) for Unified Command Control Centre (UCCC).

Sir,

It is here by declared that ****Bidder Organization**** is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject RFP ref no. is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the ****Bidder Organization****.

Thanking you,

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

25.15. Annexure-15: Technical Specification compliance sheet

S.N.	Parameters	Desired Range	Complied Yes / No	Remarks
A: Supply, Installation, Testing & Commissioning of 30 kVA /30 kW UPS System (Qty-1)				
1	UPS Capacity	30 KVA / 30 KW		
2	UPS configuration	Parallel Redundant/Standalone		
3	Operating mode	VFI Mode		
4	Battery Sizing & Back up	Unity PF, ECV :1.7 V/cell, 30 min with required Minimum VAH to be matched as given. Sizing Confirmation to be given.		
5	Type Of Battery	12V SMF battery		
6	Min VAH required Rating wise	57600 VAH		
7	Ampere Hour & No of Battery	Vendor to Substantiate with calculation.		
8	Input Supply + Variation	380/400/415V AC 50/60 Hz (40-70 Hz) 3 phase 4 wire connection		
9	Input power factor	0.99		
10	Output Supply + Variation	380/400/415V AC +/-3% 50/60 Hz +/- 0.1% free running		
11	Technology	True online double conversion IGBT based PFC rectifier and IGBT based PWM inverter (3 level inverter preferred)		
12	Static Switch	Bypass path and Output path Static Switch for transferring the load to the input source during clearing overloads that exceeds the capability of power electronics Special Hybrid bypass transfer switch is used (Make before break technology). Bypass Switch shall be 3P Automatic to make it adaptable to all kind of earthing system (TN, TT & IT)		
13	Duty condition	UPS should be able to operate at upto 40°C		
14	Output unbalancing load capability	100% unbalanced non-linear load		
15	Power walk in (time required for UPS to take rated load at the time of starting)	1 Sec. through 30 Seconds (every 1 Second selectable (0-100% rated loads) Default setting 20 seconds.		
16	Step load change	100% step load change		
17	Overload Capacity	110% for 1 hr 125% for 10 min, 150% for 1 min		
18	Crest factor	3:1		
19	Output voltage distortion	<2% for linear load <3% for 100% non-linear load		

S.N.	Parameters	Desired Range	Complied Yes / No	Remarks
20	Noise level	<65 dBA		
21	Output Power Factor	1.0 (Unity), Incase, Vendor does not comply, the next higher UPS rating shall be proposed		
22	1 Years Warranty with UPS and 2 years with Batteries	To be included in rates		
23	Overall efficiency at 100% load	96%		
24	Load bank testing	There should be provision for UPS functional testing without external load bank. If this is not available in-built, then SAT with load bank and necessary cabling is mandatory. UPS vendor to consider load bank and cabling to UPS in their scope		
25	Waveform capture	In-built provision for measuring and recording waveform is required. If this facility is not available in-built, then oscilloscope with aux power supply to be considered in BOQ by UPS vendor. Internal connection between UPS and oscilloscope, and oscilloscope to aux power supply to be done by UPS vendor		
26	Breakers within UPS frame	Input, Output, Bypass, Maintenance Bypass Breakers required, rated for full frame capacity. If breakers are not in-built, then separate termination panel with 4 in-built breakers to be considered by UPS vendor as per BOQ		
27	Battery Protection	The DC protection shall be ensured by a DC MCCB with under voltage trip coil to isolate the battery bank from UPS during fault at the either side of the DC bus. It shall provide protection against deep discharge of the batteries by automatically disconnecting battery bank from UPS after low battery shutdown. It shall also isolate the battery bank from UPS during activation of EPO command. It should have aux contacts to notify the UPS of BCB status		
28	Min DC breaker rating	125 Amp		
29	Charger Capacity	Minimum 20% of output power		
30	Display	Separate Mimic Panel & LCD display		

S.N.	Parameters	Desired Range	Complied Yes / No	Remarks
31	Event Log	Minimum 100 time stamped events logged		
32	The unit should be able to work without the batteries connected to it.	Required		
33	Conformal coating of PCBAs	Required		
34	Cold start with batteries	Required		
35	Dust filter	Required		
36	Interface to NMS (Network Management System)	SNMP Card for connecting the UPS to LAN thru Ethernet port & monitoring thru NMS should be available along with Battery Temperature Sensor.		
37	Remote Monitoring of UPS With Analytics	UPS Should be supplied with data-driven digital monitoring service for your critical equipment, increasing resiliency and transparency through live sensor data. predictive analytics and smart alarming delivered directly to your Smartphone. Remote troubleshooting is provided by the experts monitoring your connected assets 24x7. UPS, Network Card, Temperature Sensor and Monitoring software should be same OEM. Documentary evidence should be submitted at the time of bidding.		
38	Warranty	5 Year warranty on UPS, 2 Year warranty on Battery, 5 Year Warranty on SNMP Card		
B: Supply, Installation, Testing & Commissioning of 1.5 Ton Air conditioners (Qty-3)				
1	Type of Air Conditioner	High Wall Split AC		
2	Air Conditioner Technology	Inverter		
3	Compressor Type	Inverter Rotary		
4	Nominal Capacity (TR)	1.5		
5	Cooling Capacity (BTU/hr)	18000 or better		
6	Cooling Capacity (W) (Min~Max)	5275 (2359~5442)		
7	LCD Remote with Display and Night Glow Function on Remote Buttons	Yes		
8	Features Refrigerant	R32		
9	Features Condenser Type	100% Copper		
10	Star Rating	5 Star		

S.N.	Parameters	Desired Range	Complied Yes / No	Remarks
11	Unit mounting arrangement (Indoor unit)	Wall mount type		
12	Rated voltage	230V, Single Phase, 50Hz AC		
13	Copper pipe and suitable connecting electrical cable as per site requirements for installation and commissioning – inclusive in the scope of supply	Yes		
14	Mode	Sleep mode, Turbo mode, Dry mode		
15	Minimum set temperature	18 °C or better		
16	Maximum set temperature	28 °C or better		
17	Installation and commissioning	With Installation and commissioning		
18	Comprehensive warranty on both AC and compressor unit from the date of installation (Years):	5 years or more		

C: Supply, Installation of Stored Pressure type DCP fire extinguisher of 5/6 Kg Capacity (Qty-3)

1	The capacity of the extinguisher should be 5/6 Kg.		
2	The extinguisher should be as per IS 15683: 2006 (latest revision) and ISI marked.		
3	Copy of valid BIS certificate for extinguisher should be submitted with offer & supply.		
4	The extinguisher should be stored pressure type, pressurized with dry Nitrogen gas.		
5	A pressure gauge indicating inside pressure of the cylinder should be fitted on the extinguisher. It should be durable. The pressure gauge should also have red/green marking corresponding to the pressure requirements.		
6	The extinguisher should be filled with 90% Mono Ammonium Phosphate (MAP) Dry Chemical Powder (DCP) suitable for Class: A, B, & C fire. DCP should be IS: 14609 marked.		
7	The cylinder inner surface should be coated with anticorrosive treatment.		
8	Name of Manufacturer, IS mark, Type, Capacity, Extinguisher Sr. No. & Year of manufacturing should be permanently embossed on the body of extinguisher.		
9	It should be fitted with best quality squeeze grip control valve having stopper to avoid accidental pressing of squeeze grip.		
10	The hose should be fitted directly to nozzle having other end connecting to control valve. Hose should be braided rubber type having bursting pressure not less than 50 kgf /cm ² .		

S.N.	Parameters	Desired Range	Complied Yes / No	Remarks
11	Suitable wall hanging arrangements should be provided in the body of each extinguisher and wall hanging clamps shall be sent with supply.			
12	Dry Chemical Powder shall not be more than 6 months old.			
D: Maintenance Free Earthing system:				
1	Maintenance free earthing system which includes supply of earthing kit-1 set consisting (i) Earth electrodes of copper clad steel alloy of 10 feet (3 mtr) long, 17 mm dia and copper thickness of 250 microns -01 nos (ii) Earth enhancing compound in 30 kg pack -01 no(iii) copper tape of 25mm X6mm X 300mm with 99% purity - 02 nos and another of 25mmX6mmX150mm to terminate on earth electrode. The earthing material shall be inspected by STA official.			
2	Schematic diagram of Maintenance Free Earthing system is in Annexure-D .			

25.16. Annexure-16: Manufacturer's Authorization Form (MAF)

(To be submitted on OEM Letterhead)

Ref. No. _____ Dated _____

To

The Transport Commissioner,

Odisha, Cuttack

Dear Sir,

Tender Reference No./ NIT /Bid No. _____

Name of the item:

We M/s. _____ who are established and reputable manufacturers of _____ do here by authorize M/s. _____ (Name and address of Agent / Dealer) to participate in the above tender. We hereby extend our technical assistance to the bidder during installation and inspection of the product. We hereby certify that, the equipment being sold would not be declared End of Support (EoS) or become obsolete in the next 10 years. Also, we certify that the products being sold would be covered under Warranty / Support and OEM support will be available for ____ years (as specified in the Bid / Tender / NIT No.) from the date of installation, even in the case, the bidder becomes

“Out of service”. We have studied the requirements of the product and confirm that we will adhere to the specifications of the tender and quality plan and extend all support during the inspection and provide documentary evidence at the time of inspection for the verification by Client/Client’s representative.

Yours faithfully

(Name)

For and on behalf of M/s. _____

(Name of manufacturers)

_____ **END OF THE DOCUMENT** _____