



ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Govt. of Odisha Undertaking)

Regd. Office: Janpath, Bhubaneswar -751 022

(Domestic Competitive e-Bidding)

**e-Tender Document No.: TW-IT/OT/08/2016-17
dated: 19.12.2016**

for

**“Extension of Existing Video Conferencing
facility of OPTCL”**

**Office of the Chief General Manager (IT)
Odisha Power Transmission Corporation Limited**

Floor/Room number: 3rd Floor, Corporate Building, OPTCL

Street Address: Janpath, Bhubaneswar, Odisha.

City: Bhubaneswar, State: Odisha, ZIP Code: 751 022

Tel: 0674-2541801, Fax: 0674-2542964, Email: sgm.cpc@optcl.co.in

Official website of OPTCL: www.optcl.co.in

Official Tender portal of OPTCL: www.tenderwizard.com/OPTCL



e-Tender Notice

TENDER NOTICE No. TW-IT/OT/08/2016-17

DATED 19.12.2016

Chief General Manager (IT), OPTCL, 3rd Floor, OPTCL TOWER, Janpath, Bhubaneswar on behalf of OPTCL invites bids in e-tender mode only from reputed eligible bidders for “Extension of Existing Video Conferencing facility of OPTCL” with an estimated cost of about ₹ 20 Lakhs (including AMC) conforming to the terms and conditions mentioned in the tender document.

The interested bidders would be required to enroll themselves on the tender portal www.tenderwizard.com/OPTCL. Complete set of bidding documents are available at the tender portal: www.tenderwizard.com/OPTCL or OPTCL’s website: www.optcl.co.in from 19.12.2016, 17.00 Hrs up to 28.12.2016, 17.00Hrs for downloading the scope of supply and terms & conditions in detail. The last date & time for submission of bids is 29.12.2016, 17.00 Hrs. The due date & time of opening of techno-commercial bid shall be 30.12.2016, 11.00 Hrs.

N.B:- All subsequent addendums/corrigendum to the tender shall be hosted in the OPTCL’s official web site <http://www.optcl.co.in> and www.tenderwizard.com/OPTCL only.

The authority reserves the right to accept or reject any or all of the offers without assigning any reason thereof.

Chief General Manager (IT)

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SECTION-I

1. GENERAL INFORMATION TO BIDDERS

Scope of the Work:

Extension of Existing Video Conferencing facility in OPTCL with extended Warranty (Comprehensive AMC) and Support.

“The Scope of work includes the following:

1. Supply, Installation, Integration, Testing, Commissioning of the items as mentioned in Schedule of Requirement (SOR) of SECTION-IV on turnkey basis at different sites of OPTCL as per the Annexure-4 including training (along with operational training manual) and OEM warranty for one year from the date of UAT sign off and
2. Comprehensive Annual Maintenance Contract (AMC) Support for Five years from the date of expiry of warranty period for the 74 newly configured Video Conferencing locations mentioned above as per Annexure-4 and
3. Six years Comprehensive Annual Maintenance Contract (AMC) for the existing 20 field locations already configured with Video Conferencing facility and the equipment (Recording & Streaming Server & Codec) installed at OPTCL Head Quarter, Bhubaneswar w.e.f. 02.03.2017(as per Annexure-5).

However the Band width is in the OPTCL Scope, but the firm needs to advise OPTCL for minimum bandwidth requirement at each remote location along with central location well in advance before entering in to the contract.

The prospective bidders are advised to register their user ID, Password, company ID with website www.tenderwizard.com/OPTCL by clicking on hyper link “Register Me” on the tender website www.tenderwizard.com/OPTCL.

2. SUBMISSION OF BIDS:

The bidder shall submit the bid in Electronic Mode only i.e. with tender website www.tenderwizard.com/OPTCL. The bidder must ensure that the bids are received in the specified tender website of the OPTCL by the date and time indicated in the Tender notice.

Bids submitted by telex/telegram will not be accepted. No request to submit the Bids in physical form will be entertained by the OPTCL.

The OPTCL reserves the right to reject any bid, which is not submitted according to the instruction, stipulated.

The participants to the tender should be registered under IT Act / Service tax Act.

- 2.1 The Bidder must possess Compatible Digital Signature Certificate (DSC) of Class-II or Class-III.
- 2.2 Bidders are requested to follow the below steps for Registration on the tender website:
 - 2.2.1 Click “Register”, fill the online registration form.
 - 2.2.2 Pay the amount of Rs. 2300/- through DD in Favour of KSEDC Ltd.
Payable at Bangalore. This registration is valid for one year.
 - 2.2.3 Send the acknowledgment copy for verification.
 - 2.2.4 As soon as the verification is done the e-tender user id will be enabled.
- 2.3 After viewing Tender Notification, if bidder intends to participate in tender, he has to use his e-tendering User Id and Password which would have been received after registration.
- 2.4 If any Bidder wants to participate in the tender he will have to follow the instructions given below:
 - 2.4.1 Insert the PKI (which consist of your Digital Signature Certificate) in your System.
(Note: Make sure that necessary software of PKI be installed in your system).
 - 2.4.2 Click / Double Click to open the Microsoft Internet Explorer.
 - 2.4.3 Type www.tenderwizard.com/OPTCL in the address bar, to access the Login Screen.
 - 2.4.4 Enter e-tender User Id and Password, click on “Go”.
 - 2.4.5 Click on “Click here to login” for selecting the Digital Signature Certificate.

- 2.4.6 Select the Certificate and enter DSC Password.
- 2.4.7 Re-enter the e-Procurement User Id Password
- 2.5 To make a request for Tender Document, Bidders will have to follow below mentioned steps:
 - 2.5.1 Click “Un Applied” to view / apply for new tenders.
 - 2.5.2 Click on Request icon for online request.
 - 2.5.3 Enter the required fields including details of D.D for tender Processing fee.
- 2.6 After making the request, Bidders will receive the Bid Documents which can be checked and downloaded by following the below steps:
 - 2.6.1 Click to view the tender documents which are received by the user.
 - 2.6.2 Tender document screen appears.
 - 2.6.3 Click “Click here to download” to download the documents.
- 2.7 After completing all the formalities Bidders will have to submit the tender and they must take care of following instructions.
 - 2.7.1 Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not
 - 2.7.2 Note down / take a print of bid control number once it is displayed on the screen.
- 2.8 Competitors bid sheets will be available in the website.
- 2.9 For any e-tendering assistance, contact help desk number mentioned below:

Bangalore – 080- 40482000 or Mobile No. 9937140591

3. **BIDDING SCHEDULE:**

- | | | | |
|---|------------------|---|--|
| 1 | Type of Bidding | : | Two-part bidding |
| 2 | Tender Documents | : | The bidders can view the tender documents from website www.optcl.co.in/ www.tenderwizard.com/OPTCL free of cost. |
| 3 | Tender Cost | : | *6,300/- (non-refundable) including VAT@5%. |

- 4 Mode of Payment of Tender cost : Demand Draft payable to Drawing and Disbursing officer, Headquarters office, OPTCL, Bhubaneswar. The DD must be issued by a nationalized bank on or before the last date for sale of bidding documents, as per clause-10 below.
- 5 Tender Processing Fee : The bidders shall have to submit non refundable tender processing fee of Rs 5750/- in the form of Demand Draft drawn in favour of K.S.E.D.C. Ltd, Payable at Bangalore.
- 6 EMD : All bids must be accompanied by a bid security (EMD) for the amount of ₹ **20,000/-** (Twenty Thousand) Only
- 7 Mode of EMD : A crossed bank Demand draft/pay order/bank certified cheque drawn in favour of the Drawing and Disbursing Officer, OPTCL, Headquarters, Bhubaneswar payable at Bhubaneswar
- 8 Submission of EMD/Tender Cost/ Tender Processing Fee : The bidders shall scan the Demand Draft/Pay Order towards EMD, Tender paper Cost and tender processing fee and upload the scanned image in the prescribed form in .pdf, .gif or .jpg format in addition to submitting original.

The said demand drafts are to be submitted in original at the office of the undersigned on or before the last date & time of submission of tender.
- 9 Date of commencement of Sale of document : 19.12.2016, 17.00 Hrs
- 10 Last date of sale of bidding documents : 28.12.2016, 17.00 Hrs
- 11 Last date of submission of bids : 29.12.2016, 17.00 Hrs

- 12 Time of opening of Techno-commercial bid : 30.12.2016, 11.00 Hrs
- 13 Time of opening of Price bid : Will be Intimated Later
- 14 Place of opening of bids : Office of Chief General Manager (IT), 3rd Floor, OPTCL Tower, OPTCL, Janpath, Bhubaneswar – 751022
- 15 Address for communication : Office of Chief General Manager (IT), 3rd Floor, OPTCL Tower, OPTCL, Janpath, Bhubaneswar – 751022

*Tender papers shall be free of cost, 50 % exemption on payment of EMD will be allowed to the local MSEs registered with respective DICs, Khadi village, cottage industries, OSIC and NSIC. Registration / Scope of business of MSE should cover the items to be procured in this tender. The same shall only be allowed on production of documentary evidence.

4. e-TENDERING PROCESS GUIDELINES:

4.1 Understanding of e-bid documents:

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the e-Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information or uploading of the bid in the Tender Portal of OPTCL not in line with the e-Bid document/ e-tendering documents will render the bidder as substantially not responsive at the Bidder's risk and may result in the rejection of its bid.

4.2 Contents of e-bidding document:

The e-Bidding Document is a compilation of the following sections:

- i) Tender Notification
- ii) Bid Documents (Free View):

- a. Section-I: General Information to Bidders, Submission of Bids, Bidding Schedule, e-tender process guidelines
- b. Section-II: Instruction to bidder (ITB)
- c. Section-III: Eligibility Criteria
- d. Section-IV : Scope of Work, Schedule of Requirements, Technical Specification, Existing Video Conferencing Infrastructure & Time Schedule
- e. Section-V : General Conditions of Contract (GCC)
- f. Section-VI : Bidding Forms
- g. Section-VII: Contract Forms & List of Units
- iii) Bid Forms (In .XLS Format):
 - a. Techno-commercial Formats.
 - b. Financial Proposal Formats.

4.3 Forms/Documents to be uploaded:

The Bidder shall furnish/upload, as the case may be, documents/ Schedules in support of the qualifying requirement along with the bid (Techno-Commercial Bid: Part-I & Price Bid: Part-II):

4.3.1 Techno-Commercial Bid (Part-I):

4.3.1.1 Hard Form of Documents (In Original):

The following documents shall be furnished in original before the Tender Accepting Authority on or before the date and time of submission of the Tender.

- a.** DD towards Tender Cost
- b.** DD towards Bid Security (EMD)
- c.** DD towards Tender Processing Fees/ Documentary proof of payment of Tender Processing Fees through e-payment mode.
- d.** Power of Attorney (Authorised Signatory) notarized copy for signing the bid document.

4.3.1.2 Soft Form of Documents (Scanned Copy to be uploaded in .pdf file in the Tender Portal):

Following are the Soft form of scanned documents in .pdf file to be uploaded on the Official Tender Portal of OPTCL “www.tenderwizard.com / OPTCL” as an attachment in .pdf.

- 1 *DD towards Tender Cost, DD towards Bid Security (EMD) and DD towards Tender Processing Fees/ Documentary proof of payment of Tender Processing Fees through e-payment mode. Exemption if any towards Tender cost & EMD shall be supported with documentary evidence. : Attach 1.pdf
- 2 Power of Attorney (Authorised Signatory) notarized copy for signing the bid document. : Attach 2.pdf
- 3 Form F-1: Tender Submission Sheet. : Attach 3.pdf
- 4 Form F-2: Details of Service Centre at Bhubaneswar. : Attach 4.pdf
- 5 Form F-3: Bio-Data of OEM trained Engineer available in Bhubaneswar as per the Format. Supporting documentary evidence of OEM trained Engineer referred above.
- 6 Form F-4: Experience in setting up of minimum two (02) number of Software based Video Conferencing Equipment in India (Similar to the scope of this tender) duly filled in as per the Format. : Attach 6.pdf
- 7 Supporting documentary evidence of the above Experience such as Work : Attach 7.pdf

Order/Contract Agreement with Client
alongwith Completion Certificate
against the submitted work order.

- 8 Form F-5: Duly filled Companies : Attach 8.pdf
Financial Information as per the
Format
- 9 Form F-6: Techno-Commercial : Attach 9.pdf
Deviation Schedule as per the Format
- 10 Previous 3 years of Audited Financial : Attach 10.pdf
Statement Starting From F.Y. 2012-13
to A.Y. 2014-15 shall be furnished.
- 11 Certified copy of Registration : Attach 11.pdf
Certificate/ Certificate of
Incorporation of the bidder.
- 12 Certified copy of Agreement or : Attach 12.pdf
Certificate pertaining to Authorized
Dealer/Channel Partner, Partner/Gold
partner of OEM.(supply & Services)
- 13 Certified copy of Service Tax : Attach 13.pdf
Registration Certificate, Sales Tax
Registration Certificate and PAN.
- 14 Sales tax Clearance Certificate. : Attach 14.pdf
- 15 Form F-8: Current Litigation History as : Attach 15.pdf
per the Format
- 16 Form F-9: Declaration to be submitted : Attach 16.pdf
to provide technical consultancy and
guidance at no extra cost to OPTCL for
proper configuration and performance
and integration with OPTCL IT System
as per the Format
- 17 Form F-10:Declaration of No : Attach 17.pdf
subcontracting of the contract shall be
made as per the Format
- 18 Form F-11: An undertaking that there : Attach 18.pdf

will be no ownership change in the forthcoming three years from bid submission date as per the Format

- 19 Form F-12: An undertaking to provide a seamless integration with the existing Video Conferencing System of OPTCL as per the Format : Attach 19.pdf
- 20 Bid Form as per format (refer SECTION-VII) : Attach 20.pdf
- 21 Manufacturer Authorization Certificate (refer SECTION-III.(1).(1.1)(g)) : Attach 21.pdf
- 22 Back to back Support Certificate from OEM (refer SECTION-IV.1.1.2) : Attach 22.pdf
- 23 Any Other Documents : Attach 23.pdf

4.3.1.3 KEY-IN of the Schedules (XLS) in the Tender Portal :

Following are the schedules in .XLS format to be downloaded, filled in and uploaded by the Bidder as per the OWNER format in the www.tenderwizard.com / OPTCL portal.

1. Bidders information : Schedule-I
2. Acceptance of Important Terms and Conditions : Schedule-II
3. Techno-commercial Schedule (Qualifying Requirement) : Schedule-III
4. Details of Documents Submitted in attach.pdf : Schedule-IV
5. Technical Compliance : Schedule-V

4.3.2 Price Bid (Part-II):

Price schedules in .XLS format to be downloaded, filled in and uploaded by the Bidder as per the OWNER format and to be uploaded on the official tender portal of the OWNER:www.tenderwizard.com/OPTCL.

- | | | | |
|---|--|---|-----------------|
| 1 | Supply Price bid | : | Schedule-IV (A) |
| 2 | Installation & Commissioning Services
Price Bid | : | Schedule-IV (B) |
| 3 | AMC Price Bid for 5 years for the newly
configured Video Conferencing (75 Nos.)
location | : | Schedule-IV (C) |
| 4 | AMC Price Bid for 6 years w.e.f.
02.03.2017 for existing 20 field locations
and Central Location configured with
Video Conferencing Facility(refer
Annexure-5) | : | Schedule-IV (D) |

4.4 e-TENDERING PROCESS GUIDELINES:

4.4.1 e-Tendering information:

- 4.4.1.1** Tender Forms can be downloaded from the e-Tendering Portal of OWNER, www.tenderwizard.com/OPTCL after entering the details of payment towards Tender processing Fees as per the Tender Schedule.
- 4.4.1.2** Tenderers should have valid Class-II/Class-III Digital Signature Certificate (DSC) obtained from any Certifying Authorities. In respect of requirement of DSC, interested Bidders should go to “[www.tender wizard.com/OPTCL](http://www.tenderwizard.com/OPTCL)” and follow the procedure mentioned in the document 'Procedure for application of Digital Certificate'.
- 4.4.1.3** The prospective bidders are advised to register their user ID, Password, company ID with website “www.tenderwizard.com/OPTCL” by clicking on hyper link “Register Me” for the use of Electronic Tendering.
- 4.4.1.4** For any assistance on the use of Electronic Tendering System, contact [help desk number, 080-40482000\(Bengaluru\)](tel:080-40482000) or [mobile no 9937140591](tel:9937140591).
- 4.4.1.5** Tenderers should install the 'Mandatory System Requirement' available on the Home Page of www.tenderwizard.com/OPTCL under the section

'Mandatory System Requirement' and make the necessary Browser Settings provided under section 'Internet Explorer Settings'.

4.4.2 Enrolment of Bidder(s) on Electronic Tendering System:

The Bidder interested in participating in the Tenders of OPTCL using the Electronic Tendering System shall be required to enroll on the Electronic Tendering System to obtain User ID. After submission of application for enrolment on the System, the application information shall be verified by the Authorized Representative of the Service Provider. If the information is found to be complete, the enrolment submitted by the Bidder shall be approved.

4.4.3 Short listing of Bidder(s) for Price Bid Opening:

The Tendering Authority will first open the Techno-Commercial Bid documents of all Bidder(s) and after scrutinizing these documents will shortlist the Bidder(s) who are eligible for Financial Bidding Process. Such shortlisted Bidder(s) will be intimated by email.

4.4.4 Opening of the Price Bids:

The Bidder(s) may remain present in the Office of the Tender Opening Authority at the time of opening of Price Bids. However, the results of the Price Bids of all Bidder(s) shall be available on the OPTCL's e-Tendering Portal immediately after the completion of opening process.

4.5 DISCLAIMER:

4.5.1 This Document includes statements, schedules, forms under the category viz; Tender Notification, Bid Documents (Free view) and Bid Forms (In .XLS Formats) uploaded in the e-tendering portal of the OPTCL, which reflect various assumptions, which may or may not be correct. Each Bidder should conduct its own estimation and

analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.

4.5.2 Neither OPTCL nor its employees will have any liability whatsoever to any Bidder or any other person under the Cyber law or Law of contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Owner or its employees, or otherwise arising in any way from the selection process for the contract provision of Services for the Project.

4.5.3 Though adequate care has been taken while uploading the Bid document in the e-tender portal of the OPTCL, the Bidder should satisfy himself that documents are complete in all respects and duly up-loaded in the e-tendering portal of the OPTCL.

4.5.4 Detailed Time Table for the various activities to be performed in e-tendering process by the Bidder for quoting their offer is given in this Tender Document under "Bidding Schedule", Bidder should carefully note down the cut-off dates for carrying out each e-tendering process activity.

4.5.5 Every effort is being made to keep the Tender Portal up to date and running smoothly 24 x 7 by the OPTCL and the Service Provider. However OPTCL/Service Provider takes no responsibility, and will not be liable for, the Tender Portal being temporarily unavailable due to any technical issue at any point of time.

4.5.6 In that event OPTCL will not be liable or responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this Tender Portal.

4.5.7 Bidders must follow the time table of e-tendering process and get their activities of e-tendering processes done well in advance so as to avoid any inconvenience due to unforeseen technical problem if any.

4.5.8 OPTCL will not be responsible for any incomplete activity of e-tendering process of the Bidder due to technical error/ failure of Tender Portal and it cannot be challenged by way of appeal, arbitration and in the Court of Law.

SECTION-II

1. INSTRUCTIONS TO BIDDERS (ITB)

1.1 GENERAL:

- 1 Scope of the Bid : For scope of Bid please refer to **Section-IV**.
- 2 Eligible Bidders : The bidders in order to be eligible should fulfil the eligibility criteria mentioned under **Section III**.
- 3 Joint Venture/
Consortium : Not allowed.
- 4 Documentary
Evidence : The Bidder shall furnish/upload, as the case may be, documents/ Schedules in support of the qualifying requirement along with the bid (Techno-Commercial Bid : Part-I & Price Bid : Part-II) in the manner prescribed under **Section-I**.
Non-compliance to the above requirement even after seeking necessary clarifications shall constitute the offer as non-responsive.

1.2 CONTENTS OF BIDDING DOCUMENT:

1.2.1 Contents of Bidding Document:

1.2.1.1 Sections of Bidding Document :

1.2.1.1.1 The e-Bidding Document is a compilation of the following sections:

- a) Tender Notification
- b) Bid Documents (Free View):
 - 1. Section-I: General Information to Bidders, Submission of Bids, Bidding Schedule, e-Tender Guidelines
 - 2. Section-II: Instruction to bidder (ITB)
 - 3. Section-III: Eligibility Criteria
 - 4. Section-IV :Scope of Work, SOR, Technical Specifications, Existing Video Conferencing Infrastructure & Time Schedule
 - 5. Section-V : General Conditions of Contract (GCC)
 - 6. Section-VI : Bidding Forms
 - 7. Section-VII: Contract Forms & List of Units
- c) Bid Forms (In .XLS Format):
 - 1. Techno Commercial Proposal Formats
 - 2. Financial Proposal Formats.

1.2.1.1.2 Odisha Power Transmission Corporation Limited is not responsible for the completeness of the Bidding Document and its addenda, if they were not downloaded directly from the tender portal of OPTCL.

1.2.1.1.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document. Failure to furnish all information or

documentation required by the Bidding Document may result in the rejection of the Bid.

1.2.1.2 Amendment of Bidding Document:

1.2.1.2.1 At any time prior to the deadline for submission of the bids, OPTCL may amend the bidding document by giving reasonable time and issuing addenda.

1.2.1.2.2 Any addenda issued shall be part of the bidding document. The bidder shall visit OPTCL's website or tender Portal for any addendum / modification / errata corrigendum etc.

1.2.1.2.3 OPTCL, at its discretion for any reason at its own initiative may add, modify or remove any element of the services entirely or any part thereof from the bid document till the time of deadline for submission of bid. All bidders will be notified of any such change.

1.2.1.2.4 In order to provide prospective bidders reasonable time to take the amendments into account in preparing their bids, OPTCL may, at its discretion, extend the last date for the submission of bids.

1.2.1.2.5 Any addendum issued shall be part of the bidding document and shall be hosted in OPTCL's website/tender portal.

1.3 PREPARATION OF BIDS:

1.3.1 Cost of Bid Preparation:

1.3.1.1 The Bidder shall bear all costs associated with the preparation and Cost of submission of its Bid and OPTCL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.3.1.2 A demand draft amounting to *6,300/- (Rupees Six Thousand Three hundred) only inclusive of VAT @5% in favour of “Odisha Power Transmission Corporation Limited” payable at “Bhubaneswar” for the cost of tender documents.

*Note: Exemption towards Tender Cost, if any shall only be allowed to eligible bidder against submission of documentary evidence.

1.3.2 Language of Bids:

The Bid, as well as all correspondences and documents relating to the Bid exchanged between the Bidder and OPTCL, shall be written in English.

1.3.3 Documents comprising Bid:

1.3.3.1 The Bid shall be submitted separately in two parts, 1st part containing the **Techno-Commercial Bid** (Part-I) and the second part containing the **Price Bid** (Part-II), which shall be evaluated in two stages.

1.3.3.2 The Techno-Commercial Bid (Part-I) should be submitted in the following manner:

a) Hard Form of Documents (In Original):

The following documents shall be furnished in original before the Tender Accepting Authority on or before the date and time of submission of the Tender.

- i) DD towards Tender Cost, DD/Pay Order/Banker Cheque towards Bid Security (EMD) and DD towards Tender Processing Fees/ Documentary proof of payment of Tender Processing Fees through e-payment mode.

- ii) Power of Attorney /notarized copy for signing the bid document.

b) Soft Form of Documents (Scanned Copy to be uploaded in attach.pdf files in the Tender Portal) as per the attachment mentioned in Section-I.

c) Techno-commercial Schedules in XLS format to be downloaded, filled in and uploaded by the Bidder as per the OWNER format in the www.tenderwizard.com / OPTCL portal mentioned in Section-I.

1.3.3.3 Price schedules (Part-II) in XLS format to be downloaded, filled in and uploaded by the Bidder as per the OWNER format and to be uploaded on the official tender portal of the OWNER:www.tenderwizard.com/OPTCL.

1.3.4 Bid Submission Sheets and Price Schedules:

1.3.4.1 The Bidder shall submit the Techno-Commercial Proposal and the Price Proposal as per the process mentioned in Section- I.

1.3.4.2 The Bidders should take note of following points while submitting the Price Proposal:

- a. Price Proposal should clearly indicate the price to be charged without any qualifications.
- b. Taxes and Duties as applicable shall be shown in the Un-priced schedule.

1.3.5 Alternate Bids:

Alternate Techno-Commercial and /or Price bids shall be rejected.

1.3.6 Bid Prices:

1.3.6.1 The prices quoted by the Bidder in the Price Proposal Submission Sheet (FORM-P1) in .pdf and in the Price

Schedules (FORM-P2) in .xls shall conform to the requirements specified therein.

- 1.3.6.2** Prices quoted by the Bidder shall remain FIRM throughout the schedule period of the contract and shall not be subject to any variation.
- 1.3.6.3** The prices for Supply of Equipment shall be FOR Destination only at the OPTCL's site inclusive of Packing & Forwarding, Freight & Insurance, and Excise Duty with ED Cess, CST /VAT, Entry Tax and any other taxes and duties as applicable. In this respect OPTCL shall not issue Form-C & way bill.
- 1.3.6.4** The Prices for Installation & Commissioning of the supplied Equipment shall be inclusive of all cost incurred towards such services, any other applicable taxes and duties exclusive of Service tax. Service Tax shall be released extra against submission of tax Invoice.
- 1.3.6.5** The Prices for Comprehensive AMC for the period as mentioned in the Scope of Works (refer SECTION-I), respectively shall be inclusive of all cost incurred towards services & spares, any other applicable taxes and duties exclusive of Service tax. Service Tax shall be released extra against submission of tax Invoice.
- 1.3.6.6** Where ever the issue of foreign exchange is involved due to import of Equipment/ Materials from a country other than India, the same shall be paid by the vendor. Import License, marine freight, insurance, customs duty, surcharge, port handling and clearing charges etc. all shall be to vendors account and purchasers shall not be responsible in any way in this regard. All such costs shall be presumed to have been included in unit prices.
- 1.3.6.7** The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose.

However, in the event of such an offer if it is found to be the lowest without considering the separate discount, OPTCL shall avail such discount at the time of award of contract provided such discount is un-conditional.

1.3.7 Currencies for the Bid:

Bidders shall express their bid price in Indian Rupees only.

1.3.8 Documents Establishing the Qualification of the Bidder:

To establish its qualifications to perform the Contract without any deviation, the Bidder shall submit as part of its Techno-commercial proposal, the evidence towards each qualification criteria specified in Section-III (Eligibility Criteria).

1.3.9 Period of validity of Bids:

1.3.9.1 Bids shall remain valid for **180 days** after the bid submission deadline date prescribed by OPTCL. A Bid valid for a shorter period shall be rejected by OPTCL as non-responsive.

1.3.9.2 In exceptional circumstances, prior to the expiration of the bid validity period, OPTCL may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. A Bidder may refuse the request for such extension without forfeiting its Bid Security. A Bidder granting the request shall not be permitted to modify its Bid.

1.3.10 Bid Security (EMD):

1.3.10.1 The Bidder shall furnish as part of its Techno-commercial Proposal, a Bid Security (EMD) in form of Demand Draft /Pay Order/ Banker's Cheque for an amount of *20,000/- (Rupees Twenty Thousand) only in favour of Odisha

Power Transmission Corporation Limited payable at Bhubaneswar only issued by a Scheduled Bank. Submission of bids without EMD will call for outright rejection.

*Note: Exemption towards EMD, if any shall only be allowed to eligible bidder against submission of documentary evidence.

1.3.10.2 Any Bid not accompanied by Bid Security in accordance with ITB Sub- Clause-1.3.10.1, shall be rejected by Odisha Power Transmission Corporation Limited as non-responsive.

1.3.10.3 The Bid Security of unsuccessful Bidders shall be returned within 30 days after issue of the letter of award and signing of the AMC contract in favour of the successful bidder under this tender.

1.3.10.4 The Bid Security (EMD) may be forfeited, if the successful Bidder fails to:

- a) Acknowledge the Letter of Award within the stipulated period.
- b) Sign the Comprehensive AMC Contract.

1.3.11 Format of Bid:

The Bidder shall submit the Techno- Commercial Proposal as per the formats/schedules mentioned in Section-I.

1.4 SUBMISSION AND OPENING OF BIDS:

1.4.1 Submission of Bids:

Bidder shall submit the Techno-Commercial Proposal and Price proposal through e-tender mode only, as per the guidelines mentioned in the Section-I of this Tender.

1.4.2 Deadline for submission of Bids:

1.4.2.1 Bids must be received by Odisha Power Transmission Corporation Limited not later than the date and time and extension thereto indicated in the **Section-I**.

1.4.2.2 Odisha Power Transmission Corporation Limited may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with **ITB Clause-1.2.1.3**, in which case all rights and obligation of Odisha Power Transmission Corporation Limited and Bidders as existing before extension of the deadline will be applicable until the extended deadline.

1.4.3 Late Bids:

Odisha Power Transmission Corporation Limited shall not consider any Bid that is received/ uploaded after the deadline for submission of Bids, in accordance with **ITB Clause-1.4.2**. Any Bid received/uploaded by Odisha Power Transmission Corporation Limited after the deadline for submission of Bids shall be declared late and rejected.

1.4.4 Withdrawal, Substitution and Modification of Bids:

No Bid shall be withdrawn, substituted, or modified after the deadline for submission of bids. However, a Bidder may withdraw, substitute, or modify its Bid under the following situation:

- a. After expiry of the bid validity period as per ITB.
- b. Any material changes to the scope of work after submission of bid document by OPTCL.
- c. If the due date of the submission has been extended by the OPTCL after submission of bid document.

1.4.5 Bid opening:

1.4.5.1 Odisha Power Transmission Corporation Limited shall conduct the opening of Techno-Commercial Proposals in the presence of Bidders' representatives who choose to

attend, at the address, date and time specified in the **Section-I.**

1.4.5.2 The Price Proposals will remain unopened until the time of opening of the Price Proposals. Odisha Power Transmission Corporation Limited shall advise the Techno-Commercially qualified bidders through system generated e-mail about the date, time and location of the opening of Price Proposals.

1.4.5.3 Odisha Power Transmission Corporation Limited shall conduct the opening of Price Proposals of all Techno-Commercially qualified bidders who submitted Price Proposals, in the presence of Bidder's representatives who choose to attend at the address, date and time specified by Odisha Power Transmission Corporation Limited. The Bidder's representatives who are present shall be requested to sign a register/note-sheet evidencing their attendance.

1.5 EVALUATION AND COMPARISON OF BIDS:

1.5.1 Confidentiality:

1.5.1.1 Information relating to the examination, evaluation, comparison and qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process.

1.5.1.2 Any attempt by a Bidder to influence Odisha Power Transmission Corporation Limited in the examination, evaluation, comparison, and qualification of the Bids or Contract award decisions may result in the rejection of its Bid.

1.5.1.3 Notwithstanding **ITB Sub-Clause -1.5.1.2**, from the time of opening the Techno-Commercial Proposals to the time of Contract award, if any Bidder wishes to contact Odisha

Power Transmission Corporation Limited on any matter related to the bidding process, it should do so in writing.

1.5.2 Clarification of Bids:

To assist in the examination, evaluation, comparison and qualification of the Bids, Odisha Power Transmission Corporation Limited may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by Odisha Power Transmission Corporation Limited shall not be considered. Odisha Power Transmission Corporation Limited's request for clarification and the response shall be in writing.

1.5.3 Responsiveness of Techno-Commercial Proposals:

1.5.3.1 Odisha Power Transmission Corporation Limited's determination of the responsiveness of a Techno-Commercial Proposal is to be based on the contents of the Techno-Commercial Proposal itself.

The bidders are requested to study the specification thoroughly before tendering so that if they make any deviations, the same are prominently brought on a separate sheet under the headings "Deviations" as per format(Form-F6). All such deviations to the technical & commercial terms of the specification shall be indicated in a separate list as indicated above. In absence of such deviation schedule, it will be presumed that the bidder has accepted all the conditions stipulated in the tender specification, notwithstanding any deviations mentioned elsewhere in the Bid. However the acceptance of deviation is not binding on the OPTCL.

1.5.3.2 A substantially responsive Techno-Commercial Proposal is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material

deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a. Affects in any substantial way the scope, quality, or performance of the Services specified in the Contract; or
- b. Limits or is inconsistent in any substantial way, with the Bidding Document, Odisha Power Transmission Corporation Limited's rights or the Bidder's obligations under the Contract;
- or
- c. If not rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Techno-Commercial Proposals.

1.5.3.3 If a Techno-Commercial Proposal is not substantially responsive to the Bidding Document, it shall be rejected by Odisha Power Transmission Corporation Limited and shall not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

1.5.3.4 The bidders may submit bid with Non-material deviations (which means only those deviations that do not qualify as material deviations as defined in **(Clause-1.5.3.2)**). Such deviations will be checked and considered. If the deviations proposed are found material in nature, Odisha Power Transmission Corporation Limited reserves the right to reject such bids. Odisha Power Transmission Corporation Limited may also ask bidders for clarifications on such deviations during the evaluation.

1.5.4 Non-conformities, errors and omissions:

1.5.4.1 Provided that a Techno-Commercial Proposal is substantially responsive, Odisha Power Transmission Corporation Limited may waive any non-conformity or omission in the Bid that does not constitute a material deviation.

1.5.4.2 Provided that a Techno-Commercial Proposal is substantially responsive, Odisha Power Transmission Corporation Limited may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Techno-Commercial Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

1.5.4.3 Provided that the Techno-Commercial Proposal is substantially responsive, Odisha Power Transmission Corporation Limited will correct arithmetical errors during evaluation of Price Proposals on the following basis:

- a. If there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail.
- b. Except as provided in sub-clauses (a) herein above, Odisha Power Transmission Corporation Limited shall reject the Price Proposal if the same is not furnished in the Format (.xls) specified.

1.5.5 Examination of Bids:

1.5.5.1 Odisha Power Transmission Corporation Limited shall examine the Techno-Commercial Proposal to confirm that all documents requested in the ITB have been provided to determine the completeness of the offer submitted.

1.5.5.2 Odisha Power Transmission Corporation Limited shall confirm that the Techno -Commercial Proposal Submission Sheet in accordance with ITB Sub-Clause-1.3.4.1, written confirmation of authorization to commit the Bidder and Bid Security, have been provided in the Techno-Commercial Proposal. If any of these documents or information is missing, the offer shall be rejected.

1.5.6 Examination of Terms and conditions; Techno-Commercial Evaluation:

1.5.6.1 Odisha Power Transmission Corporation Limited shall examine the Bids to confirm that all terms and conditions specified in the GCC have been accepted by the Bidder without any material deviation or reservation.

1.5.6.2 Odisha Power Transmission Corporation Limited shall evaluate the Techno-Commercial aspects of the Bid submitted to confirm that all requirements specified in the **Qualifying requirement at Section-III**, of the Bidding Document have been met without any material deviation or reservation.

1.5.6.3 If, after the examination of the terms and conditions and the Techno-Commercial evaluation, Odisha Power Transmission Corporation Limited determines that the Techno-Commercial Proposal is not substantially responsive in accordance with **ITB Clause-1.5.3**, it shall reject the Bid.

1.5.7 Evaluation of Bids:

1.5.7.1 OPTCL shall evaluate Price Proposals of those Bids have been determined to be Techno-Commercially responsive.

1.5.7.2 To evaluate a Price Proposal, Odisha Power Transmission Corporation Limited shall consider the total price quoted in Price Schedule (.xls) as per the schedule in all respect along with the applicable taxes and duties.

1.5.7.3 To evaluate a Price Proposal, Odisha Power Transmission Corporation Limited shall consider the following:

“The sum total of price quoted for Supply including warranty obligation, Installation & Commissioning services and comprehensive AMC for five years and six years, respectively quoted in the Price Proposal including all taxes and duties, Freight & Insurance, overheads, out of pocket expenses, travel, boarding, lodging, visits etc. and except Service Tax”.

1.5.8 Comparison of Bids:

Odisha Power Transmission Corporation Limited shall compare all substantially responsive bids to determine the lowest evaluated total price.

1.5.9 Clarification before Comparison of Bids:

The comparison shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, and for validation of the qualification, clarifications, if any, shall be sought for prior to the comparison of bids.

1.5.10 OPTCL's Right to Accept Any Bid, and to Reject Any or All Bids:

Odisha Power Transmission Corporation Limited reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without assigning any reason and without incurring any liability.

1.6 AWARD OF CONTRACT:

1.6.1 Award Criteria:

1.6.1.1 OPTCL shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid provided that such Bidder continues to remain qualified to perform the Contract satisfactorily.

1.6.1.2 A Bid shall be rejected if the bidder is determined to be un-qualified to perform the Contract satisfactorily. In such event Odisha Power Transmission Corporation Limited shall proceed to the next lowest ranked evaluated Bid to match with the discovered total lowest price and to make a similar reassessment of that Bidder's capabilities to perform satisfactorily.

1.6.2 OPTCL's Right to change the deliverables & time schedule defined under scope of Work:

During the execution of contract, Odisha Power Transmission Corporation Limited reserves the right to modify the scope and deliverables in lieu of the scope of work & deliverables and time schedule defined under the Scope of Work. ***However, for any modification or addition of new scope, which is beyond the original scope, the same shall be decided mutually subject to any financial implication to either side.***

1.6.3 Notification of Award:

1.6.3.1 Prior to the expiration of the period of bid validity, Odisha Power Transmission Corporation Limited shall issue Letter of Award (LOA) to the successful Bidder, in writing, that its Bid has been accepted.

1.6.3.2 Until a formal Contract is prepared and executed, the Letter of Award shall constitute a binding Contract.

1.6.3.3 Within 07 days of LOA, the bidder shall sign, date, and return the LOA copy to the Odisha Power Transmission Corporation Limited as acknowledgement.

1.6.3.4 Failure to acknowledge the LOA within the time limit shall constitute sufficient grounds for the annulment of the award with forfeiture of the Bid Security (EMD).

1.6.3.5 In that event Odisha Power Transmission Corporation Limited may award the Contract to the next lowest ranked evaluated Bidder at discovered lowest total price,

whose offer is substantially responsive and is determined by Odisha Power Transmission Corporation Limited to be qualified to perform the Contract satisfactorily.

1.6.4 Signing of the Contract:

1.6.4.1 The successful bidder shall sign the Comprehensive AMC contract Agreement with Odisha Power Transmission Corporation Limited in non-judicial stamp paper and send it to Odisha Power Transmission Corporation Limited within the time schedule mentioned under Section-IV.

1.6.4.2 Failure to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security (EMD).

1.6.5 Contract Performance Bank Guarantee:

1.6.5.1 Within 15 days of the issue of Letter of Award from Odisha Power Transmission Corporation Limited, the successful Bidder shall furnish the Contract Performance Bank Guarantee in accordance with the GCC, using the Contract Performance Bank Guarantee Form enclosed in **Section-VII (Contract Forms)**.

1.6.5.2 Failure of the successful Bidder to submit the above-mentioned Contract Performance Bank Guarantee shall constitute sufficient grounds for retention of the equivalent amount against the Supply, Services and AMC Invoices as the case may be and the retention amount shall be released in accordance with the terms of GCC.

1.6.6 Working Environment:

It will be imperative on each bidder to fully inform himself of all local working environments which may have any effect on the execution of the works covered under these documents and specifications. Odisha Power Transmission Corporation Limited

shall not entertain any request for clarifications from the bidders, regarding such working environment. It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by Odisha Power Transmission Corporation Limited.

1.6.7 Disclaimer to e-tender document:

This e-Tender Document (e-TENDER) has been prepared by Odisha Power Transmission Corporation Limited for extension of Video Conferencing facility with AMC at OPTCL. Though adequate care has been taken while preparing the e-TENDER documents, the Bidder shall satisfy himself that document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within ten (10) days from the date of issue of Bid documents, it shall be considered that the Bid document is complete in all respects and has been received by the Bidder in complete shape. While this e-TENDER has been prepared in good faith, Odisha Power Transmission Corporation Limited does not make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omission herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this e- TENDER, even if any loss or damage is caused by any act or omission on their part. All information submitted in response to e-TENDER become the property of Odisha Power Transmission Corporation Limited and OPTCL does not accept any responsibility for maintaining the confidentiality of the material submitted or any trade secrets or proprietary data contained therein. In submitting a proposal in response to the e- TENDER, each bidder certifies that it understands, accepts and agrees to the disclaimers on this page.

Nothing contained in any other provision of the e-TENDER nor any statements made orally or in writing by any person or party shall have the effect of negating or superseding of the disclaimers set forth on this page.

Section-III

1. ELIGIBILITY CRITERIA

The eligibility criteria of a firm to bid for this tender are as follows:

1.1 Eligible Bidders:

Intending Bidder(s), who meets the following qualifying requirement, shall be eligible for this tender:

- a. The bidder(s) should be a reputed authorized Dealer/Channel Partner/Gold partner of OEM incorporated and / or registered in India and should be in continuous existence for last 5 years from the date of NIT.
- b. The Average Annual Turnover of the Bidder during the last three financial years should not be less than 01(One) Crore.
- c. Bidder should have experience in setting up of minimum two (02) number of Software based Video Conferencing Projects in India (Similar to the scope of works to this project) during last five years reckoned from the date of NIT.
- d. Out of the above at least one such project should have been successfully executed for any Central or State Govt. Office / PSU / Autonomous body.
- e. The bidder(s) should have service base in Bhubaneswar to provide prompt service during warranty period and AMC with at least one no. of OEM trained Engineers.
- f. Bidder(s) should have Service Tax Registration Certificate, Sales Tax Certificate and PAN.
- g. The bidder should submit the Manufacturer Authorization Certificate from the OEM in OEM's letter head with authorized signatory name & designation.

1.2 Documentary evidence:

Bidder(s) should submit the details of such assignments undertaken as per the format specified in **FORM (F-4)** indicating the Scope of Works, Name of the Client Organization, Duration of Assignment and brief description of work supported with the necessary documentary evidence such as Work Order/Contract Agreement and Client Citation / Confirmation for work done and Annual Audited Accounts for last five financial years along with the certified copy of the Annual Turnover of India Operation based on the Audited Accounts duly certified by the Chartered Accountant in **FORM (F-5)** should be submitted.

Besides, Bidder(s) shall submit the BIO-Data of OEM trained Engineer available in Bhubaneswar in **FORM (F-3)**.

Bidder shall also furnish the following documentary evidence to meet the eligibility criteria:

- a. Certified copy of Registration Certificate/ Certificate of Incorporation.
- b. Certified copy of Agreement or Certificate pertaining to Authorized Dealer/Channel Partner/Gold partner of OEM.
- c. Certified copy of evidence of service base in Bhubaneswar.
- d. Certified copy of Service Tax Registration Certificate, Sales Tax Certificate and PAN.
- e. Documents in Original in support of the following to be submitted in hard form two days before the due date of opening of the part-1 bid (Techno-Commercial)
 - Tender Cost
 - EMD
 - Tender Processing fees
 - Power of Attorney (Authorised Signatory) in non-judicial stamp paper.

SECTION-IV**(Scope of works, Schedule of Requirement (SOR), Technical Specifications,
Existing VC Infrastructure & Time Schedule)****1. SCOPE OF WORK:****Clause Key deliverables**

- 1.1 : “The Scope of work includes the following :
1. Supply, Installation, Integration, Testing, Commissioning of the items as mentioned in Schedule of Requirement (SOR) of SECTION-IV on turnkey basis at different sites of OPTCL as per the Annexure-4 including training (along with operational training manual) and OEM warranty for one year from the date of UAT sign off and
 2. Comprehensive Annual Maintenance Contract (AMC) Support for Five years from the date of expiry of warranty period for the 74 newly configured Video Conferencing locations mentioned above as per Annexure-4 and
 3. Six years Comprehensive Annual Maintenance Contract (AMC) for the existing 20 field locations already configured with Video Conferencing facility and the equipment (Recording & Streaming Server & Codec) installed at OPTCL Head Quarter, Bhubaneswar w.e.f. 02.03.2017(as per Annexure-5).

However the Band width is in the OPTCL Scope, but the firm needs to advise OPTCL for minimum bandwidth requirement at each remote location along with central location well in advance before entering in to the contract.

- 1.2 : The bidder is required to have a back to back support with OEM only, for reliable and dependable maintenance services during the period of the contract. The OEM back to back support document must be submitted.

- 1.3 : Video End Point must be standards based Software VC systems. It should work on Windows and MAC based operating system, and should interoperate with multiple vendors' MCU & endpoints.
- 1.4 : If any of the hardware reaches End of Service Life, as declared by OEM, the vendor has to replace the defective hardware with higher capacity hardware, and the vendor shall be responsible for successful functioning and integrated operation of the entire system after such replacement. Non-availability of spares / components shall not be the sufficient reason for non-performance of the system during the maintenance contract period.
- 1.5 : The bidder will be required to maintain fully equipped technical support centre at a convenient location with necessary spares in sufficient quantity, so that Service Engineers can reach the various locations along with required spares within 24 hours of reporting the call. You shall provide the list of such spares.
- 1.6 : **MANNER OF EXECUTION:**
- (i) Only the list of service engineers as submitted by the bidder in the Bid form shall render necessary maintenance support.
- (ii) The successful bidder shall be required to report to the User Department (to be mutually decided) between the successful bidder and Engineer before and after attending to maintenance of defective machines to record their time of reporting/rectification.
- (iii) The successful bidder shall submit a copy of their service report duly signed by their service engineer to the User Dept. after routine check-up and rectification of defects.

1. SCHEDULE OF REQUIREMENTS (SOR):

The purchaser's quantity requirement of the materials covered under the Project is as indicated below:

Sl. No.	Name of Items	Specification	Quantity
01	Software License for VC	VC Software Licences	74Nos.
02	Accessory	Headphone with microphone along with desktop camera	74Nos.

2. TECHNICAL SPECIFICATION:**a. VC Software Licences:**

Required Make : Polycom	
Required Model : Polycom RP Desktop License	
Sl. No.	Technical Specification
1	Video Standards and Protocols
	H.264, H.264 AVC/SVC High Profile
	H.261, H.263
2	Video Features
	Display up to full screen
	Dual monitor support
	Far end camera control
	Video privacy (video mute)
	Packet Loss Recovery
	Dynamic video input/output selection
	Support for Standard USB or built-in camera of Laptop/Desktop
	The soft clients should be able to do direct P2P calling between
	End points and other soft clients without any central infrastructure.
3	Video Resolution
	Up to 720p, 30fps
4	Audio Standards and Protocols:
	G.711U, G.711A, G.719, G.722.1, G.722.1C
5	Audio Features
	Acoustic Echo Cancelling (AEC)
	Automatic Gain Control (AGC)

	Dynamic audio input/output selection
	Audio LPR, error resiliency
	DTMF
	Keyboard noise reduction
5	Content
	H.239 (H.323), BFCP (SIP)
	Up to HD/720p
	View shared content
	Share specific application
6	Security
	H.460 firewall traversal
	AES-128 bit media encryption
	SIP—TLS/SRTP

b. Accessory:**i. Webcam:**

Desired Make/Model: Should work seamlessly with the existing Video Conferencing Infrastructure of OPTCL	
Sl. No.	Detail Technical Specification
1	Webcam with 720p video calling facility
2	Minimum 3 megapixel pics
3	USB Connectivity with USB 2.0 certified
4	Universal clip fits laptops , LCD or CRT Monitors.

ii. Mic-cum-Headphone:

Desired Make/Model: Should work seamlessly with the existing Video Conferencing Infrastructure of OPTCL	
Sl. No.	Detail Technical Specification
1	Provision for connectivity with with 3.5 mm input and output jacks
2	With noise cancellation feature
3	Plug & Play

3. EXISTING VIDEO CONFERENCING INFRASTRUCTURE:

Sl. No.	Name of Items	Make	Model
01	Room Based VC End Point(Codec)	POLYCOM	Polycom Group Series(Polycom Real Presence group 700) (1 No. at main location-HQRS office, Bhubaneswar)
02	Recording and Streaming Server	POLYCOM	Polycom Capture Server(1 No. at main location-HQRS office, Bhubaneswar)
03	Software License for VC	POLYCOM	Polycom RP Desktop License
04	Accessory	Logitech	Logitech HD Webcam(Model : C270) Logitech Headphone(Model : H111)

4. TIME SCHEDULE:

Clause	Scope of Work	Time Schedule
5.1	Acknowledgment of LOA	Within 07 days from the date of issue of LOA.
5.2	Supply, Installation & Commissioning of Software based Video conferencing Equipment at designated locations as per instruction of CGM(IT) and as per the Scope of works and Technical Specification.	Within 60 days from the date of acknowledgment of LOA
5.3	Trial Run and acceptance test of Software based Video conferencing Equipment installed in OPTCL.	Within 7 days from the due date of Installation
5.4	Signing of the AMC Agreement	Before Submission of Bills against the supply, installation and commissioning of the above mentioned items at the designated locations

SECTION-V

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Contract Documents:

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. Contract document covers TENDER document, bidders offer, letter of award, correspondences between the Odisha Power Transmission Corporation Limited and Bidder(s).

2. Definition:

- 2.1 ‘OPTCL/Owner’** shall mean ODISHA POWER TRANSMISSION CORPORATION LIMITED, JANPATH, BHUBANESWAR and shall include its legal representatives, successors and assigns.
- 2.2 “Scope Of Works”** shall mean the Supply, Installation & Commissioning of Software Based Video Conferencing in OPTCL as per the technical specification without any material deviations including support services during warranty period and comprehensive AMC period as mentioned in the “scope of work”.
- 2.3 “e-TENDER”** i.e. “e-Tender Document” shall mean document consisting of NIT, ITB, BID Data Sheet, Eligibility Criteria, Scope of Works, Bid Evaluation Methodology, Bidding Forms and Contract Forms and .xls sheet floated in the website/tender portal of the OWNER any amendments there to.
- 2.4 “Bid”** shall mean Techno-Commercial Proposal & Price Proposal in prescribed FORMS in the Attach.pdf and .XLS sheet uploaded in the tender portal of the OPTCL in pursuance to TENDER document.
- 2.5 “Bidder”** shall mean the intending bidder(s), who meets the eligible criteria and fulfil the e-tender conditions participating in the e-bid floated by the Odisha Power Transmission Corporation Limited for Supply, Installation and commissioning of Software Based Video Conferencing Equipment in OPTCL as per the technical specification without any

material deviations including support services during warranty period and AMC period as mentioned in the “scope of work” and shall include his heirs, legal representatives, successors and permitted assigns.

- 2.6 **“Equipment”** shall mean the supply of Software Based Video Conferencing including accessories as per the schedule of requirement (SOR) meeting with the technical specifications including warranty period.
- 2.7 **“LOA”** i.e. “Letter of Award” shall mean the official notice issued by Odisha Power Transmission Corporation Limited notifying the Bidder that his bid proposal has been accepted and it shall include amendments thereto, if any, issued by Odisha Power Transmission Corporation Limited.
- 2.8 **“Month”** shall mean the calendar month and “Day” shall mean the calendar day.
- 2.9 **“Contract”** shall mean the agreement signed by the Authorised representatives of Odisha Power Transmission Corporation Limited and the Selected Consulting firm covering “the GCC, Scope of Works, Techno-Commercial Bid & Price Bid submitted by the Bidder, Correspondences and Letter of Award” including amendments and clarifications thereto, if any, issued by Odisha Power Transmission Corporation Limited.
- 2.10 **“Effective Date of the Contract”** shall mean the date of issue of Letter of Award for the Supply, Installation & Commissioning of Software Based Video Conferencing Equipment & AMC in OPTCL.
- 2.11 **“Contract Period”** shall be from the date of issue of Letter of Award till the closure of the project and extensions, if any.
- 2.12 **“Contract Price”** shall mean the sum named in or calculated in accordance with the provisions of the contract as the contract price which shall include packing, forwarding freight, Insurance, Excise Duty, Sales Tax, Octroi, and any other taxes and duties as applicable including Comprehensive AMC period as mentioned in the “scope of work” except Service Tax.
- 2.13 **“Engineer”** shall mean the OEM trained Engineers to be engaged by the bidder for the purpose of successful implementation of this contract.
- 2.14 **“Comprehensive AMC/AMC”** shall mean the agreement between the OPTCL & the service provider for providing OEM extended warranty for a period of 05 years of the supplied equipment & services after the expiry of

the warranty period for the newly configured locations and, for the existing 20 field location and central location already configured with Video Conferencing Facility, the equipment shall also be covered under the same contract from the respective warranty expiry dates until the AMC period of the newly configured items as per Annexure-4.

- 2.15 “Other Terms & Expression”** Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof, if any.

3. Interpretation:

- 3.1** In this Contract unless a contrary intention is evident:

- 3.1.1** The clause headings are for convenient reference only and do not form part of this Contract. The headings shall not limit, alter or affect the meaning of this Contract;
- 3.1.2** Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- 3.1.3** Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- 3.1.4** A word in the singular includes the plural and a word in the plural includes the singular;
- 3.1.5** A word imparting a gender includes other gender;
- 3.1.6** A reference to legislation includes legislation repealing, replacing or amending that legislation;
- 3.1.7** Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
- 3.1.8** In the event of an inconsistency between the terms of this Contract and the Bid document and the proposal, the terms of this contract hereof shall prevail.

4. Entire Agreement:

The Contract constitutes the entire agreement between the Odisha Power Transmission Corporation Limited and the Firm and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

5. Amendment:

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

6. Non-waiver:

Subject to GCC **Clauses-27 and 28** below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or deviation to the technical specification or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

Any waiver of a party's right, power or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

7. Severability:

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

8. Language:

8.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between by the Firm and the Odisha Power Transmission Corporation Limited shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant

passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

8.2 The Firm shall bear all costs of translation to English and all risks of the accuracy of such translation.

9. Location:

The Services shall be performed in Bhubaneswar or at such location required by Odisha Power Transmission Corporation Limited.

10. Effectiveness of Contract:

This Contract shall come into force and effect on the date of the OPTCL's Letter of Award for Supply & Installation of software based Video Conferencing Equipment in OPTCL including AMC period mentioned in the Scope of Works(refer to SECTION-I).

11. Authorized Representatives:

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed:

- a. on behalf of the OPTCL byor his designated representative;
- b. on behalf of the Firm by or his designated representative.

12. Relation between the Parties:

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Odisha Power Transmission Corporation Limited and the Firm. The Firm, under this Contract, shall have complete charge of Personnel performing for the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

13. Governing Law:

The Contract shall be governed by and interpreted in accordance with the laws of India. The High Court of Odisha, Cuttack shall have exclusive jurisdiction with respect of the tendering process, award of contract and execution of contract.

14. Settlement of Disputes:

14.1 Odisha Power Transmission Corporation Limited and the Firm shall make every effort to resolve the dispute amicably by direct informal negotiation.

14.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred to CMD, Odisha Power Transmission Corporation Limited who shall be the sole arbitrator for this purpose. If dispute doesn't get resolved by CMD, Odisha Power Transmission Corporation Limited, the same shall be governed by the provisions of arbitration and conciliation Act 1996.

15. Import License:

In case imported materials are offered no assistance will be given for Import License or release of Foreign Exchange. The firm should arrange to import materials from their own quota.

16. Delivery:

The Delivery of Equipment & Services relating to implementation of the project shall be in accordance with the time schedule specified in the **Section- IV** and acceptance of the services by Odisha Power Transmission Corporation Limited.

17. Firm's Responsibilities:

17.1 The Firm shall provide the Supply & services strictly as per the requirement and within the time frame specified in **Section-IV**.

17.2 The Firm shall bear all costs involved in the performance of its responsibilities, for the scope of the work as per the contract.

18. OPTCL's Responsibilities:

18.1 Odisha Power Transmission Corporation Limited may provide on Firm's request, particulars, information, bandwidth and place as available with them that may be required by the Firm for proper planning and execution of Works under this contract.

18.2 Odisha Power Transmission Corporation Limited shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, payments etc. to the Firm.

18.3 Odisha Power Transmission Corporation Limited shall provide space in the OPTCL's offices to the Firm or at such location as may be mutually decided by the Parties.

19.Contract Price:

The bidder shall quote firm price for Supply, Installation & Commissioning and Compressive AMC and this is not subject to any change till the completion of the contract

20.Terms of Payment:

20.1 The Contract Price (Supply, Installation & Commissioning and Comprehensive AMC) shall be paid on submission of invoice in triplicate and in the manner specified as under:

20.1.1 Supply, Installation and Commissioning of Equipment & Services:

- a. 90% of the Supply, Installation and Commissioning value of the equipment & Services shall be paid after delivery of equipment as per the technical specification, acceptance thereof by the OPTCL (Proof of consignee's receipt certificate issued by OPTCL for having received the stores in full and good conditions as per the technical specification and submission of warranty certificate) & successful installation & Commissioning of the Equipment conforming to the specification certified by OPTCL IT representative subject to submission & approval of the Composite Performance Bank Guarantee for 10% value of the Supply, Installation and Commissioning of the equipment & Services duly certified by the CGM(IT). In the event, Firm is unable to furnish the said Composite Performance Bank Guarantee, the above 90% shall be released in two instalments i.e. 80% shall be released after successful Supply, Installation and Commissioning & 10% shall be released after signing of the Comprehensive AMC agreement.

- b. The balance 10% of the Supply, Installation and Commissioning value of the equipment & Services shall be paid after signing of the Comprehensive AMC agreement.
- c. The following documents are to be submitted by the contractor for release of 90% payment:
 - i. Bills in Triplicate.
 - ii. Delivery Challan duly certified by the consignee.
 - iii. Copy of warranty Certificate.
 - iv. Installation Certificate jointly signed by user & IT representative.
 - v. Composite Bank Guarantee , if any.
 - vi. Inspection and Physical Verification Report
 - vii. Any other documents as required by Paying Officer.
- d. For Balance 10% the following documents are to be submitted.
 - i. Bills in Triplicate
 - ii. Signed CAMC agreement
 - iii. BG for AMC @ 10% of the total AMC cost.

20.1.2 Comprehensive AMC for 5 years for the newly configured locations:

Total Comprehensive AMC cost shall be released in 20 equal quarterly instalments with Service tax claimed against tax Invoice, subject to satisfactory completion of quarterly AMC period as per the terms and conditions of OEM warranty duly certified by the CGM (IT) and submission & approval of the Performance Bank Guarantee for 10% value of total CAMC cost. In the event, Firm is unable to furnish the said Performance Bank Guarantee an amount equivalent to 10% of Invoice value shall be deducted and the same shall be released after satisfactory completion of total AMC period (05 years).

The following documents are to be submitted by the contractor for release of payment:

- i. Bills in Triplicate.
- ii. Composite Performance Bank Guarantee , if any.
- iii. Performance/Preventive Maintenance Report duly signed by OPTCL representative .
- iv. Any other documents as required by Paying Officer.

20.1.3 Comprehensive AMC for 6 years for the existing 20 field locations and Central locations:

Total Comprehensive AMC cost shall be released in 24 equal quarterly instalments with Service tax claimed against tax Invoice, subject to satisfactory completion of quarterly AMC period as per the terms and conditions of OEM warranty duly certified by the CGM (IT) and submission & approval of the Performance Bank Guarantee for 10% value of total CAMC cost. In the event, Firm is unable to furnish the said Performance Bank Guarantee an amount equivalent to 10% of Invoice value shall be deducted and the same shall be released after satisfactory completion of total AMC period(06 years).

The following documents are to be submitted by the contractor for release of payment:

- i. Bills in Triplicate.
- ii. Composite Performance Bank Guarantee, if any.
- iii. Performance/Preventive Maintenance Report duly signed by OPTCL representative
- iv. Any other documents as required by Paying Officer.

Note: No invoice for extra work will be submitted by the Firm unless the said extra work has been authorized/ approved by Odisha Power Transmission Corporation Limited in writing.

20.2 The Firm's request for payment shall be made to Odisha Power Transmission Corporation Limited in writing, accompanied by invoices describing Services provided, documents evidencing submission and acceptance of deliverables. The Firm shall submit the invoices in triplicate to Odisha Power Transmission Corporation Limited.

20.3 Payments shall be made promptly by Odisha Power Transmission Corporation Limited not later than thirty (30) days after submission of an invoice along with supporting documents, subject to Odisha Power Transmission Corporation Limited's acceptance. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.

20.4 The final payment under this Clause shall be made only after satisfactory completion of the activities mentioned in the Scope of Work.

20.5 Payment shall be made by Odisha Power Transmission Corporation Limited as per the price of the Letter of Award. Odisha Power Transmission Corporation Limited may deduct such amounts from the Invoice, which are to be recovered as per the GCC.

20.6 Paying Officer:

DDO, OPTCL, HQRS, shall be the paying authority for this project.

20.7 Project-in-charge:

Deputy General Manager (Tel) IT, OPTCL, Bhubaneswar shall be the Project manager for this project.

20.8 Consignee:

The list of OPTCL Sub-Stations and Offices as per Annexure-4 shall be the consignee of this order.

21. Taxes and Duties:

21.1 The Firm and the personnel shall pay the taxes, duties; fees, levies and other impositions levied under the existing, amended or enacted laws except service tax during life of this contract.

21.2 Payment of taxes/duties shall not be made separately in any case. However, service tax as applicable claimed by the Firm in their tax invoice shall be released as per prevailing Law.

21.3 OPTCL shall deduct TDS at the appropriate rate as per the prevailing law.

22. Composite Performance Bank Guarantee:

22.1 The Firm shall submit a Composite Performance Bank Guarantee for the due performance of the Contract from a scheduled bank en-cashable at Bhubaneswar Branch of the issuing Bank only for 10% of the contract price for the respective works (For Supply & Installation: total contract price of the Supply & Installation) valid for a period 90 days over and above the contract completion period. The format of the CPBG is annexed as Annexure-2

22.2 For AMC:

- a. Total contract price of AMC for 06 years w.e.f 02.03.2017 for the existing 20 field locations and Central Location already configured with Video Conferencing facility). This shall remain valid for a period of 90 days over and above the contract completion period mentioned against respective works unless otherwise the due date of completion period is extended by the OPTCL.
- b. Total contract price of AMC for 05 years(post 1 year warranty) for the newly configured 74 locations. This shall remain valid for a period of 90days over and above the contract completion period mentioned against respective works unless otherwise the due date of completion period is extended by the OPTCL.

The Firm shall submit the CPBG for Supply & Installation within 15 days from the date of LOA as per the format enclosed and PBG for AMC shall be submitted at the time of signing of the AMC Agreement.

22.3 Odisha Power Transmission Corporation Limited shall at its sole discretion invoke the Performance Security and appropriate the amount secured there under, in the event that the Firm commits any delay or default in Services rendered or commits any breach of the terms and conditions of the Contract.

22.4 The Performance Security shall be denominated in Indian Rupees. In case of extension of the contract period for any reason, the validity period of CPBG will be extended accordingly.

22.5 The Performance Security shall be discharged by Odisha Power Transmission Corporation Limited and returned to the Firm not later than 30 days following the date of completion of the Firm's performance obligations under the Contract including extension thereof.

23. Confidential Information:

23.1 The Firm and the personnel of any of them shall not disclose any proprietary or confidential information relating to this contract during the period for which this study has been made.

23.2 The obligation of a party under this clause, however, shall not apply to information that:

- a. now or hereafter enters the public domain through no fault of that party;
- b. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- c. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

24. Sub-contracting:

The firm shall not sub-contract any part of its obligations under the Contract. However, Firm shall be allowed to hire expert(s) for the purpose of specific project assignment, for which the Firm shall bear all cost for the same.

25. Service Quality:

OPTCL may reject any Service rendered or any part thereof that fail to conform to the specifications. The Firm shall take measures necessary to meet the specifications at no cost to OPTCL.

26. Liquidated Damages**26.1 Liquidated Damages (Supply):**

For Supply of the Video Conferencing Equipment: Except as provided under **GCC Clause-28**, if the firm fails to Supply the Video Conferencing equipment as per the SOR within the period specified in Section-IV, Odisha Power Transmission Corporation Limited may without prejudice to all its other remedies under the Contract, deduct from the Contract Price for Supply, as liquidated damages, a sum equivalent to 0.5% of the value of the Supply, delivered beyond stipulated delivery schedule for each week or part thereof of delay (in deliverables), up to a maximum of 5% of contract price. The above Liquidated damage, if any, shall be recovered from the invoice of the Firms or from the Bank Guarantee or from the EMD.

26.2 Liquidated Damages (Installation & Commissioning):

For Installation & Commissioning of the Supplied Video Conferencing Equipment: Except as provided under **GCC Clause-28**, if the firm fails to Install & Commission the Supplied Video Conferencing Equipment within the period specified in Section-IV, Odisha Power Transmission Corporation Limited may without prejudice to all its other remedies under the Contract, deduct from the Contract Price for Installation & Commissioning, as liquidated damages, a sum equivalent to 0.5% of the value of the Installation & Commissioning, delivered beyond stipulated delivery schedule for each week or part thereof of delay (in deliverables), up to a maximum of 5% of contract price. The above Liquidated damage, if any, shall be recovered from the invoice of the Firms or from the Bank Guarantee or from the EMD.

26.3 Liquidated Damages(OEM Warranty Support):**For OEM Warranty Support:**

Except as provided under GCC **Clause-28**, if the firm fails to attend & rectify the Installed and Commissioned Equipment during OEM Warranty support beyond two (02) working days from the date of intimation by OPTCL, OPTCL may without prejudice to all its other remedies under the Contract, impose liquidated damages, a sum of Rs. 100.00 per day of delay beyond stipulated time period (after 02 working days), up to a maximum of 5% of contract price. The above Liquidated damage, if any, shall be recovered from the invoice of the Firms or from the Bank Guarantee or from the EMD.

26.4 Liquidated Damages(Comprehensive AMC):**For Comprehensive AMC Support:**

Except as provided under GCC **Clause-28**, if the firm fails to attend & rectify the Installed and Commissioned Equipment during Comprehensive AMC Support beyond two (02) working days from the date of intimation by OPTCL, OPTCL may without prejudice to all its other remedies under the Contract, impose liquidated damages as follows:

a) For Field Units:

A sum of Rs. 100.00 per day of delay beyond stipulated time period (after 02 working days), up to a maximum of 5% of contract price of the Comprehensive AMC.

b) For Central Location:

A sum of Rs. 1000.00 per day of delay beyond stipulated time period (after 02 working days), up to a maximum of 5% of contract price of the Comprehensive AMC.

Besides, In case the firm fails to conduct the quarterly preventive maintenance of Installed and Commissioned Equipment, a deduction of 25% of the CAMC quarterly charges shall be made from the Invoice of the firm.

The above Liquidated damage, if any, shall be recovered from the invoice of the Firms or from the Bank Guarantee or from the EMD.

27. Change in Laws and Regulations:

Unless otherwise specified in the Contract, if after the date of the Submission of Bids, any law, regulation, ordinance, order or by law having the force of law is enacted, promulgated, abrogated, or there is any change in the place of the business that subsequently affects the Delivery Date, then such Delivery Date shall be correspondingly extended or compressed, to the extent that the Firm has thereby been affected in the performance of any of its obligations under the Contract.

28. Force Majeure:

28.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

28.2 Force Majeure shall not include:

- a. Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Firms or agents or employees, nor
- b. Any event which a diligent Party could reasonably have been expected to both
 - i. take into account at the time of the conclusion of this Contract, and
 - ii. avoid or overcome in the carrying out of its obligations hereunder.

28.3 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

- 28.4** A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- 28.5** A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- 28.6** The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 28.7** The decision of the Odisha Power Transmission Corporation Limited with regard to the occurrence, continuation, period or extent of Force Majeure shall be final and binding on the Firm.
- 28.8** The contract period, pursuant to this Contract, shall be extended for a period equal to the time during which the contract could not be performed as a result of Force Majeure.
- 28.9** Not later than thirty (30) days after the Firm, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

29. Extensions of Time:

- 29.1** If at any time during performance of the Contract, the Firm encounter conditions impeding timely completion of Services as per Section-IV (Scope of Work), the Firm shall promptly notify Odisha Power Transmission Corporation Limited in writing of the delay, it's likely duration, and its cause. As soon as practicable after receipt of the Firm's notice, Odisha Power Transmission Corporation Limited shall evaluate the situation and may at its discretion extend the Firm's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 29.2** Except in case of Force Majeure, as provided under GCC Clause-28 or where the delay in delivery of the services is caused due to any delay

or default of the Odisha Power Transmission Corporation Limited, any extension granted under the clause shall not absolve the Firm from its liability to pay liquidated damages pursuant to GCC Clause- 26.

30.Suspension:

Odisha Power Transmission Corporation Limited may, by written notice of suspension to the Firms, suspend all payments to the Firms hereunder if the Firms fail to perform any of their obligations under this Contract, including carrying out of the Services as per schedule, provided that such notice of suspension

- a. shall specify the nature of the failure, and
- b. shall request the Firms to remedy such failure within a period not exceeding Seven (7) days after receipt by the Firms of such notice of suspension and shall invoke contract performance guarantee.

31.Termination:

31.1 Termination of Contract for Failure to Become Effective; If this Contract has not become effective within seven (7) days of the date hereof, either Party may, by not less than two weeks (2) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

31.2 Termination for Default:

31.2.1 The Odisha Power Transmission Corporation Limited may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Firm terminate the Contract in whole or in part:

- a. if the Firm fails to provide acceptable quality of Services within the period specified in the Contract, or within any extension thereof granted by the Odisha Power Transmission Corporation Limited as per scope of work(Section IV)
- b. if the Firm commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as the Odisha

Power Transmission Corporation Limited in its absolute discretion decide) provided in a notice in this behalf from the Odisha Power Transmission Corporation Limited.

- c. If the Firm fail to comply with any final decision reached as a result of arbitration proceedings pursuant to **Clause-15** of GCC.
- d. If, as the result of Force Majeure, the Firm is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

31.2.2 In the event the Odisha Power Transmission Corporation Limited terminates the Contract in whole or in part, pursuant to GCC Clause 30, the Odisha Power Transmission Corporation Limited may procure, upon such terms and in such manner as it deems appropriate, Deliverables or Services similar to those undelivered or not performed, and the Firm shall be liable to the Odisha Power Transmission Corporation Limited for any additional costs for such similar Services. However, the Firm shall continue performance of the Contract to the extent not terminated.

31.3 Termination for Insolvency:

Odisha Power Transmission Corporation Limited may at any time terminate the Contract by giving Notice to the Firm if the Firm becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Firm, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Odisha Power Transmission Corporation Limited.

31.4 Termination for Convenience:

Odisha Power Transmission Corporation Limited, by Notice sent to the Firm, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Odisha Power Transmission Corporation Limited's convenience,

the extent to which performance of the Firm under the Contract is terminated, and the date upon which such termination becomes effective.

31.5 Consequences of Termination:

Upon Termination of the Contract, the Firm shall:

- a. Prepare and present a detailed exit plan within five calendar days of termination notice receipt to the or equivalent authority of Odisha Power Transmission Corporation Limited (“Exit Plan”)
- b. The or equivalent authority and along with designated team will review the Exit plan. If approved, Supplier shall start working on the same immediately. If the plan is rejected, Firm shall prepare alternate plan within two calendar days. If the second plan is also rejected or equivalent authority will provide a plan for Firm and it should be adhered by in totality.

31.6 The Firm and or equivalent authority will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.

32.Cessation of Rights and Obligations:

Upon termination of this Contract pursuant to Clause-31.5 hereof, or upon expiration of this Contract pursuant to Clause-33 hereof, all rights and obligations of the Parties hereunder shall cease, except

- a. Such rights and obligations as may have accrued on the date of termination or expiration,
- b. The obligation of confidentiality set forth in Clause-23 hereof,
- c. Any right which a Party may have under the Applicable Law.

33.Cessation of Services:

Upon termination of this Contract by notice to pursuant to Clause-29 hereof, the Firms shall, immediately upon dispatch or receipt of such notice, take all necessary steps as provided in Clause-29 hereof, to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

34. Payment upon Termination:

34.1 Upon termination of this Contract pursuant to **Clause-31** hereof, OPTCL shall make the following payments to the Firm:

- a. Cost of materials supplied or services satisfactorily performed prior to the effective date of termination; after adjustment of the dues to the Odisha Power Transmission Corporation Limited.
- b. Except in the case of termination pursuant failure to perform, insolvency of the Firm, deliberate false submission by the Firm or for failure to comply with the final decision of an arbitration process, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

35. Assignment:

The Firm shall not assign to any other party, in whole or in part, their obligations under this Contract.

36. Disclaimer:

36.1 OPTCL reserves the right to share, with any Firm of its choice, any resultant Proposals, in order to secure expert opinion.

36.2 OPTCL reserves the right to accept or reject any proposal deemed to be in its best interest.

37. Public Disclosure:

37.1 All services/deliverables provided to OPTCL by Firm are subject to Country and Odisha public disclosure laws such as RTI etc.

37.2 The Firm's Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless OPTCL first gives the Firm its written consent.

38. Adherence to rules regulations and restriction:

38.1 Firm shall comply with the provision of all laws including labor laws, rules, regulations and notifications issued there under from time to time.

38.2 The Firm shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable rules and instruction. Firm's Team shall adhere to all security requirement/regulations

of OPTCL during the execution of the work. Odisha Power Transmission Corporation Limited's employee also shall comply with its procedures/policy.

38.3 The Firm shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

39. Insurance:

The Firm shall take and maintain at their own cost, insurance coverage against the risks of their personnel and properties relating to this assignment.

40. Conflict of Interest:

41.1 The Firm shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

41.2 If the Firm is found to be involved in a conflict of interest situation with regard to the present assignment, OPTCL may choose to terminate this contract as per Clause-31 of GCC.

41. Standard of Performance:

The Firm shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, and Technical and engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Firms shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to Odisha Power Transmission Corporation Limited

42. Expiration of Contract:

Unless terminated earlier pursuant to Clause-31 hereof, this Contract shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payments of Supply & Installation and AMC have been made.

43. Conflict among assignments:

Neither Firms (including their personnel and sub- Firms) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Firms.

44. Professional Liability:

The Firm is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. As the Firm's liability to the employer will be governed by the applicable law, the contract need not deal with this matter unless the parties wish to limit this liability. If they do so, they should ensure that (a) there must be no such limitation in case of the Firm's gross negligence or wilful misconduct; (b) the Firm's liability to the OPTCL may in no case be limited to less than the total payments expected to be made under the Firm's contract, or the proceeds the Firm is entitled to receive under its insurance, whichever is higher; and (c) any such limitation may deal only with the Firm's liability toward the employer and not with the Firm's liability toward third parties.

45. Service Engineer:

During an assignment, the Firm shall make available the OEM Authorized Service Engineer as per the eligibility norms specified in the tender.

46. Changes and additions in Firm's scope of works:

OPTCL shall have the right to request Firm in writing to make any changes, modifications, deletions and/or additions to Firm's scope of works. Firm shall review such written requests and if such changes and additions would jeopardize fulfilment of any of Firm's obligations under this contract, Firm will not be obliged to make such changes or withhold any part of the works pursuant to such changes and/or additions contemplated by OPTCL. Otherwise, Firm will work out the estimate of price and time adjustment on account of such changes, modifications, deletion and/or additions sought by OPTCL and the same shall be mutually agreed. Unless Firm receives written authority from OPTCL on variation in prices and time schedule, Firm will not be obliged to proceed with any such variation in the scope of works.

47. Patent rights:

Any dispute arising in respect of copy right act for the equipment supplied or software configured by the vendor and used by the purchaser shall be the responsibility of the vendor and the purchaser in no way shall be held responsible in any form or court of law in this regard.

48. Rejection of materials:

In the event, any of the materials/ equipment supplied by the Firm is found defective in materials or workmanship or otherwise not in conformity with the requirements of the contract specification, the purchaser shall reject the materials/equipment and request the Firm in writing to rectify the same. The Firm on receipt of such notification shall either rectify or replace the defective equipment free of cost to the purchaser. If the Firm fails to do so within 30 days of written notice, the purchaser may:

- a. At its option replace or rectify such defective equipment and recover the costs so involved from the Firm and/or
- b. Terminate the contract for balance work/supplies, with enforcement of penalty as per contract.
- c. Acquire the affected equipment/materials and services at reduced price considered equitable under the circumstances. The Firm shall not be allowed any extension in contract completion period due to time taken to replenish the rejected material/work.

49. Warranty:

The equipment shall be warranted for 15(fifteen) months from the last date of delivery of the equipment or 12(twelve) months from the last date of commissioning of the respective lots of equipment whichever is earlier. The vendor shall warranty that, the equipment supplied under this contract are new, unused, and conform to the specification mentioned in Guaranteed Technical Particular for the equipment under this contract.

50. Post Warranty Maintenance/ Annual Maintenance:

- a. The firm shall provide post warranty annual maintenance soon after the warranty period is over for a period of five years for the newly configured locations.

- b. The firm shall provide annual maintenance for a period of six years w.e.f 02.03.2017 for the 20 field locations and equipment installed and commissioned at Head Quarter, Bhubaneswar of OPTCL already configured with Video Conferencing Facility.
- c. The annual maintenance charges shall be paid in quarterly instalments at the end of each quarter.
- d. The firm has to conduct quarterly preventive maintenance of each equipment/component of the project.
- e. The compressive warranty support under **Clause-49** shall also be applicable during the post warranty maintenance period. The penalty clause under clause above for service support shall also be applicable with the exception that purchase order value shall be substituted by the AMC value for 5 and 6 years, respectively.
- f. OPTCL reserves the right to terminate the maintenance and repairs contract, after the warranty period, at any time without assigning any reasons and the Supplier cannot claim any compensation in this respect.

51. Inspection:

All Equipment shall be inspected for physical & operational status by the Inspecting Officer(s) at your office/Ware House at Bhubaneswar. You are to give clear three days' notice to the Undersigned after your materials are ready for inspection.

52. Insurance:

Insurance of Stores covered by this specification shall be done by the suppliers with their own insurance unless otherwise stated. The responsibility of delivery of the stores at destination in good condition rests with the supplier. Any claim with the Insurance Company or transport agency arising due to loss or damage in transit has to be settled by the supplier. The supplier shall undertake free replacement of materials damaged or lost which will be reported by the consignee within 30 days of receipt of the materials at destination without awaiting for the settlement of their claims with the carriers and underwriters. In case the replacement of damaged item/part is not done within 30 days, the material shall be treated as not delivered and shall attract penalty till replacement as per clause under heading "Rejection of Materials" shall apply.

Section-VI
BIDDING FORMS

BID FORM

To:
Chief General Manager (IT),
Odisha Power Transmission Corporation Limited
3rd Floor, OPTCL Tower, Janpath,
Saheed Nagar, Bhubaneswar- 751 022

Ladies and /or Gentlemen,

Having examined the bidding documents, including addenda nos. (insert number), the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the equipment, accessories & associated services under the Contract **“Extension of Existing Video Conferencing Facility at OPTCL”** in conformity with the said Bidding Documents for the sum of -----

(Total Bid Amount in Words and Figures) or such other sums as may be ascertained with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with in the stipulated delivery period as mentioned in the bidding documents.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% (ten per cent) of the Contract price for the due performance of the Contract, in the from prescribed by the Purchaser.

We agree to abide by this bid for a period of 180 days from the date fixed for bid opening under Section-I “Bidding Schedule”, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal contract is prepared and executed between us, this bid, together with your written acceptance thereof and your Notification of Awards, shall constitute a binding Contract between us.

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

We understand that you are not bound to accept the lowest or any bid you may receive.

Date this.....day of20.....

Signature.....

in the capacity ofduly authorized
to sign for and on behalf
of.....
.....

FORM (F-1):
TENDER Submission Sheet
(to be submitted on Firm's letterhead)

From:

To:

TENDER Reference No. _____

Sub: Extension of Existing Video Conferencing facility at OPTCL

Sir,

I, _____, (Bidder) herewith enclose the Techno-Commercial Proposal against the subject TENDER for Appointment of my firm as the Firm.

I hereby accept and abide by the scope & terms and conditions of TENDER document unconditionally.

Yours faithfully,

Full name:

Address:

Telephone:

E-mail id:

FORM – (F-2)**DETAILS OF SERVICE CENTRE AT BHUBANESWAR**

SERVICE CENTRE AT BHUBANESWAR									
Location :									
Sl. No.	Land Line No.	Fax No.	Email ID	Contact Person Mob. No.	Status of Office Working Days and Hours	No. of Software Engineers	No. of Hardware Engineers	Value of Min. Stock available at all times	List of similar projects serviced in the last two(02) years

Signature

Seal

Full Name

Address

FORM (F-3):

CV of OEM Trained Engineer

The format for submission of CVs is the following:

1. Name:
2. Profession / Present Designation:
3. Years with firm:
4. Nationality:
5. Area of Specialization:
6. Details of OEM Certification:
7. Date of Birth:
8. Proposed Position in Team:
9. Key /Experience suitable to the proposed assignment:

(Under this heading give outline of staff members' experience in the area of assigned work in projects of similar nature handled in the past. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations.

10. Education/Training Programs: (Under this heading, summarize college/ university and other specialized education of staff member, giving names of colleges, dates and degrees obtained)
11. Experience: (Under this heading, list of positions held by staff member since graduation, giving dates, names of employing organization, title and duration of positions held and location of assignments. For experience in last ten years also give types of activities performed and Owner references, where appropriate.

Signature (Concerned employee): _____

Counter Signature of Authorized Signatory: _____

Full Name : _____

Address : _____

Date:

Note: Certified supporting documents to be enclosed evidencing the above criteria of such personnel mentioned above.

FORM (F-4):
Project Experience

The Bidder's relevant past experience should be provided as per the requirements specified for meeting eligibility criteria under Section-IV and Bid evaluation criteria under Section-VI.

Experience details should be submitted against each of the qualifying requirements as mentioned in Section-IV and Section-VI.

Bidder should submit the details as per the format in the table provided below and necessary supporting documents such as work order/contract / client citation/ confirmation for work done should be enclosed.

Sl. No.	Order placed by (Full address of Purchaser)	Order No. and date	Description of Order	Value of Order	Date of completion of work as per contract	Date of completion of work as per actual	Remarks indicating reasons for late completion, if any	Relevant proof submitted (Yes/No)

Signature

Seal

Full Name

Address

FORM (F-5):**Company's Financial Information****(to be submitted on Firm's Letter Head)**

Kindly provide the following details for the Firm:

1. Name of the Firm:
2. Annual Turnover of the firm during last 3 financial years from India Operations based on Audited Accounts (duly certified by a Chartered Accountant).

Particulars	FY.2012-13	FY.2013-14	FY. 2014-15
Annual Turnover of the firm from India Operations (Rs. in Crore)			

Average Annual Turnover of the firm during last three FY:..... Crore

Signature of the Chartered Accountant:**Seal****Full Name:****Name of the CA Firm:****Address:****Phone No:****E-mail Id:**

Note: Consolidated Audited Annual Reports for last three financial years have to be provided as proof for consulting firm's turnover from India Operations.

FORM (F-6):
TECHNO-COMMERCIAL DEVIATIONS SCHEDULE

Bidder's Name & Address

To,
 Chief General Manager (IT),
 Odisha Power Transmission Corporation Limited.
 Janpath, Bhubaneswar-751022,
 Odisha

Dear Sir,

Sub: Deviations to the Scope of Works, SOR, Technical Specification, Existing VC Infrastructure and Time Schedule.

We hereby undertake to Supply, Install & Commission software based Video Conferencing Equipment including OEM extended Warranty and Support without any deviation to the Scope of Works, SOR, Technical Specification, Existing Video Conferencing Infrastructure and Time Schedule and terms and conditions contained in the TENDER.

NIT	TENDER Reference	Deviation to the Scope of Works, SOR, Technical Specification and Time Schedule and terms and conditions Contained in the TENDER.

Date:

(Signature of the Bidder)

Place:

(Printed Name)

(Designation)

(Common Seal)

Note: 1. Deviations, if any, mentioned elsewhere shall constitute Nil/No deviation.

(The firm has to agree to Supply, Install & Commission software based Video Conferencing Equipment including OEM extended Warranty and Support without any deviation. Deviations if any mentioned above, acceptance of such deviations shall be at sole discretion of the OPTCL.

FORM (F-7):
Acceptance of Important Terms & Conditions

Bidder's Name & Address :

To,
Chief General Manager (IT),
Odisha Power Transmission Corporation Limited.
Janpath,Bhubaneswar-751022,
Odisha.

Sub.:-----

With reference to your TENDER No. ----- dated ----- for
“**Extension of Existing Video Conferencing facility at OPTCL**”, we here by confirm
that we have read the provisions of the following clauses and further confirm that
notwithstanding anything stated elsewhere to the contrary, the stipulation of these
clauses of TENDER are acceptable to us and we have not taken any deviation to these
clauses:

- a. Terms of Payment
- b. Bid Security(EMD)
- c. Contract Performance Bank Guarantee
- d. Liquidated Damages for delay in Completion
- e. Deliverables
- f. Bid Validity Period
- g. Price Basis:

We further confirm that any deviation to the above clauses at Sl. No.(a) through (g)
found anywhere in our Bid Proposal shall stand unconditionally withdrawn, without
any cost implication whatsoever to Odisha Power Transmission Corporation Limited.

Date:	(Signature).....
Place:	(Printed Name).....
	(Designation).....
	(Common Seal).....

FORM (F-8):
Current Litigation History:

Litigation History			
Name of Bidder:			
Year	Award FOR or AGAINST	Name of client, cause of litigation and matter in dispute	Disputed amount (Current Value in Indian Rupees)

(Bidder details with authorized signatory name & designation)

FORM (F-9):
No extra cost to OPTCL:

To:

Chief General Manager (IT),
ODISHA Power Transmission Corporation Limited
3rd Floor, OPTCL Tower, Janpath,
Saheed Nagar, Bhubaneswar- 751 022

TENDER NOTICE NO : For “Extension of Existing Video Conferencing facility at OPTCL”

Dear Sir,

We hereby confirm and undertake to provide technical consultancy and guidance at no extra cost to OPTCL for proper configuration and performance and integration.

Yours faithfully,

(Bidder details with authorized signatory name & designation)

FORM (F-10):
Declaration for No sub-contracting:

To:

Chief General Manager (IT),
ODISHA Power Transmission Corporation Limited
3rd Floor, OPTCL Tower, Janpath,
Saheed Nagar, Bhubaneswar- 751 022

TENDER NOTICE NO : For “Extension of Existing Video Conferencing facility at OPTCL”

Dear Sir,

We hereby confirm and undertake that there will be no sub-contracting of this contract in any form for the tender number mentioned above.

Yours faithfully,

(Bidder details with authorized signatory name & designation)

FORM (F-11):

NO-OWNERSHIP CHANGE DECLARATION

To:

Chief General Manager (IT),
ODISHA Power Transmission Corporation Limited
3rd Floor, OPTCL Tower, Janpath,
Saheed Nagar, Bhubaneswar- 751 022

TENDER NOTICE NO : For “Extension of Existing Video Conferencing facility at OPTCL”

Dear Sir,

We hereby confirm and undertake that there will be no ownership change in the forthcoming three years from the bid submission date, i.e. (date to be mentioned).

Yours faithfully,

(Bidder details with authorized signatory name & designation)

FORM (F-12):

SEAMLESS INTEGRATION WITH EXISTING VIDEO CONFERENCING FACILITY AT OPTCL

To:

Chief General Manager (IT),
ODISHA Power Transmission Corporation Limited
3rd Floor, OPTCL Tower, Janpath,
Saheed Nagar, Bhubaneswar- 751 022

TENDER NOTICE NO : For “Extension of Existing Video Conferencing facility at OPTCL”

Dear Sir,

We hereby confirm and undertake to supply, install and commission the Video Conferencing Equipment as per tender terms and conditions at designated locations of OPTCL and the entire system will be integrated and will work seamlessly with the existing infrastructure of Video Conferencing at OPTCL, i.e. (date to be mentioned).

Yours faithfully,

(Bidder details with authorized signatory name & designation)

FORM (P-1):

Price Proposal (to be submitted on Firm's Letterhead)

From:

.....
.....
.....
.....

To:

.....
.....
.....
.....

Sub.: "Extension of Existing Video Conferencing facility at OPTCL"

Sir,

I (Bidder) herewith enclose Price Proposal against the subject TENDER for **"Extension of Existing Video Conferencing facility at OPTCL"** I hereby accept and abide by the scope & terms and conditions of TENDER document unconditionally.

Yours faithfully,

Signature:

Full Name:

Address:

Phone No:

E-mail Id:

Form (P-2):**Price Proposal****(To Be uploaded in Prescribed Excel Sheet)**

Bidder's Name:

Bidder's Address:

.....

1. Tender Specification No:
2. Scope Of Works: "Supply, Installation and Commissioning of Software Based Video Conferencing Equipment in OPTCL with extended Warranty (Comprehensive AMC) and Support".

BILL OF QUANTITY AND PRICE BID FORMAT**Schedule-IV (A)****Supply of Video Conferencing Equipment including Warranty**

<u>Sl. No.</u>	<u>Name of Items</u>	<u>Specification</u>	<u>Qty. Required</u>	<u>Unit Rates(in Rs.)</u>	<u>Total Cost(in Rs.)</u>
1	Software License for VC	VC Software Licenses(as per tender specification)	74 Nos.		
2	Accessory	Head phone with microphone along with desk top camera(as per tender specification)	74 Nos.		
Total Cost: (Sl. No.1 &Sl. No-2)					
Rupees in words.....					

Note:

1. The items to be supplied above shall be strictly as per the parameters (qty./ Technical specification) & Scope of Works specified in the Section-IV of this tender specification.
2. The bidder shall quote the Unit Price Inclusive of transportation, insurance, all taxes and duties and any other ancillary expenditure/charges. In this respect OPTCL shall not issue Form-C & Way bill against supply of such Equipment.

BILL OF QUANTITY AND PRICE BID FORMAT**Schedule-IV (B)****Installation & Commissioning of the Supplied Video Conferencing Equipment**

Sl. No.	Scope of Works	Basis of Price	Unit Rate(in Rs)	Service Tax (as applicable)	Total Cost(in Rs.)
01	Installation & Commissioning of the Supplied Video Conferencing Equipment (at 74 locations in OPTCL) as per the scope of works & technical specification mentioned under section-IV of this tender.	Lumpsum			
	Rupees in words.....				

- Note:
1. The items to be Installed & Commissioned above shall be strictly as per the parameters (qty./ Technical specification) & Scope of Works specified in the Section-IV of this tender specification.
 2. Bidder shall arrange for all the hardware / software / environmental tools required for successful installation and commissioning of the Supplied Video Conferencing Equipment at their own expense.
 3. The bidder shall quote the Unit Price inclusive of all overhead, out of pocket expenses, travel, boarding, lodging, visits and taxes and duties except Service Tax. Service tax as applicable shall be released against submission of the Tax Invoice.

BILL OF QUANTITY AND PRICE BID FORMAT**Schedule-IV (C)****Comprehensive AMC for a period of 5 years(post 1 year warranty) against Installation & Commissioning of the Supplied Video Conferencing Equipment**

Sl. No.	Scope of Works	Basis of Price	Unit Rate(in Rs)	Service Tax (as applicable)	Total Cost for 5 years (in Rs.)
01	02	03	04	05	06=Sl. No. (04+05)*20 Quarters
01	Comprehensive AMC for a period of 5 years(post 1 year warranty) against Installation & Commissioning of the supplied Video Conferencing Equipment as per the OEM's extended warranty conditions for the 74 locations as per Annexure-4	Lump sum			
	Rupees in words.....				

Note: 1. Bidder shall quote the Unit Price inclusive of all overhead, out of pocket expenses, travel, boarding, lodging, visits and taxes and duties except Service Tax. Service tax as applicable shall be released against submission of the Tax Invoice.

2. Bidder shall arrange for all the hardware / software / environmental tools required for successful Comprehensive AMC at their own expense.

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

BILL OF QUANTITY AND PRICE BID FORMAT**Schedule-IV (D)****Comprehensive AMC for a period of 6 years we.f. 02.03.2017 for existing 20 field locations along with equipment installed at Headquarters, Bhubaneswar already configured with Video Conferencing Facility**

Sl. No.	Scope of Works	Basis Price of	Unit Rate(in Rs)	Service Tax (as applicable)	Total Cost for 6 years (in Rs.)
01	02	03	04	05	06=Sl. No. (04+05)*24 Quarters
01	Comprehensive AMC for a period of 6 years w.e.f. 02.03.2017 for existing 20 field locations along with equipment installed at Headquarters, Bhubaneswar (as per Annexure-5) already configured with Video Conferencing Facility	Lump sum			
	Rupees in words.....				

Note:

1. Bidder shall quote the Unit Price inclusive of all overhead, out of pocket expenses, travel, boarding, lodging, visits and taxes and duties except Service Tax. Service tax as applicable shall be released against submission of the Tax Invoice.
2. Bidder shall arrange for all the hardware / software / environmental tools required for successful Comprehensive AMC at their own expense.

Date:**(Signature)****Place:****(Printed Name)****(Designation)****(Seal)**

SECTION VII
CONTRACT FORMS & ANNEXURES

ANNEXURE– I

(To be executed on non-judicial stamp paper)

CONTRACT NO.:

THIS CONTRACT made the day of 201..., between ODISHA POWER TRANSMISSION CORPORATION LIMITED (OPTCL) represented by the CGM (IT) OPTCL Hqrs, Bhubaneswar (hereinafter “**OWNER**” which expression shall include its successor, administrator and assigns), of the one part, and M/s..... represented by the, <Address> at (herein after “**the firm**” which expression shall include its successor, administrator and assigns), of the other part:

WHEREAS OWNER invited bids for “**Extension of Existing Video Conferencing facility at OPTCL**” and has accepted a Bid by the firm, against which contract has been awarded by the OWNER forvide LOA No.:dated.....for the estimated Contract Value for the sum of Rs.....(Rupees.....Only) (hereinafter “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as “Contract Documents”) shall be enclosed herewith and shall be deemed to form and be read and construed as part of this Contract, viz.:
 - i. Accepted Scope of Works, SOR, Technical Specifications, existing Video Conferencing Infrastructure and Time Schedule .(As enclosure –I)
 - ii. Accepted General Conditions of Contract. (As enclosure –II)
 - iii. Accepted Techno- Commercial Proposal. (As enclosure –III)
 - iv. Accepted Price Proposal. (As enclosure –IV)
 - v. Acknowledgment of Letter of Award (LOA) and subsequent amendments. (As enclosure –V)
 - vi. List of Locations of Sites. (As enclosure –VI)
 - vii. Approved Contract Performance Bank Guarantee. (As enclosure – VII)

In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the reverse order listed above.

3. In consideration of the payments to be made by OWNER to the Firm as indicated in this Contract, the Firm hereby covenants with OWNER to provide the Supply & Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. OWNER hereby covenants to pay the Firm in consideration of the provision of the Supply & Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. This agreement shall be subject to jurisdiction of the Hon'ble High Court of Odisha and Courts at Bhubaneswar to the exclusion of all other Courts.

IN WITNESS whereof the parties hereto have caused this Contract to be duly executed at Bhubaneswar, Dist: Khurdha, Odisha in accordance with the prevailing laws on the day, month and year indicated above.

For & on behalf of OWNER:

Name:.....

Designation:.....

Signed by _____ (Authorized official of the M/s OPTCL)

For & on behalf of the Firm:

Name:.....

Designation:.....

Signed by _____ (Authorized official for the M/s.....)

In the Presence of

1. Witness – 1
(Name & Address)

1. Witness – 1
(Name &Address)

2. Witness – 2
(Name & Address)

2. Witness – 2
(Name & Address

ANNEXURE- 2

(To be executed on non-judicial stamp paper as per Stamp Act)

PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT, PAYMENT AND PERFORMANCE

This Guarantee Bond is executed thisday of 200_ by us the
.....(Bank) at P.O. P.S..... Dist..... State
.....

WHEREAS THE ODISHA POWER TRANSMISSION CORPORATION LTD., a corporate body constituted under the Company Act, 1956 (herein after called “the OPTCL”) has placed orders No.....Dt.....(hereinafter called The Contract) on M/s..... (herein after called “The Contractor”) having corporate office at **<Address of Contractor>** for “**Extension of Existing Video Conferencing facility at OPTCL**” AND

WHEREAS the Contractor has agreed to provide Supply, Installation & Commissioning of Software based Video Conferencing Equipment in OPTCL including extended OEM Warranty(Comprehensive AMC)and Support Project at the OPTCL in terms of the said contract, AND

WHEREAS the OPTCL has agreed (1) to exempt the contractor from making payment of security, (2) to release 100% payment of the cost of materials as per the said agreement and (3) to exempt from performance guarantee on furnishing by the Contractor to the OPTCL a Composite Bank Guarantee (hereinafter called “Bank Guarantee”) of 10% (ten percent) of the contract value in force of the said contract.

NOW THEREFORE in consideration of the OPTCL having agreed (1) to exempt the contractor from making payment of security (2) releasing 100% payment to the contractor and (3) to exempt from furnishing performance guarantee in terms of the said contract as aforesaid, we, the(Bank) (hereinafter referred to as ‘the Bank’) do hereby undertake to pay to the OPTCL an amount not exceeding Rs.....(Rupees) against any loss or damage caused to or suffered by or would be caused to or suffered by the OPTCL by reason of any breach by the said contractor of any of the terms and conditions contained in the said contract.

(2) We (the Bank.....) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the OPTCL stating that the amount claimed is due by way of loss or damage caused to or suffered by the OPTCL by reason of any breach by the said Contractor of any of the terms or conditions contained in the said contract or by reason of the Contractor’s failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....)only.

(3) We (the Bank.....) also undertake to pay to the OPTCL any money so demanded not withstanding any dispute or disputes raised by the Contractor in any suit or proceeding instituted / pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor (s) shall have no claim against us for making such payment.

(4) We (the Bank.....) further agree that the Bank Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the

said contract and that it shall continue to be so enforceable till all the dues of the OPTCL under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till Chairman-cum-Managing Director, Orissa Power Transmission Corporation Limited or his nominee certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor and accordingly discharges this Bank Guarantee. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only if you serve upon us written claim or demand on or before **<Date of expiry of guarantee including claim period >**

Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

(5) We (the Bank.....) further agree that the OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said Contractor or for any forbearance, act or omission on the part of the OPTCL or any indulgence by the OPTCL to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

(6) This Bank Guarantee will not be discharged due to the change in the name, style and constitution of the Bank and the contractor.

(7) We (the Bank.....) lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the OPTCL in writing.

(8) We (the Bank.....) further agree that this Bank Guarantee shall also be invokable at our place of business at Bhubaneswar in the state of Odisha.

NOTWITHSTANDING anything contained hereinabove:

1. Our liability under the Bank Guarantee shall not exceed **Rs. (Rupees Only)**
2. This Bank Guarantee shall be valid up to **<EXPIRY DATE>**.
3. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before **<CLAIM DATE>** failing which our liability under the guarantee will automatically cease.
4. This Bank Guarantee shall also be invokable at **<Bhubaneswar address of bank>**

For
(indicate the name of the Bank)

Witness:

1.

2.

NOTE : The B.G. is to be furnished in Non-judicial Stamp paper of Rs.100/- as applicable as per Odisha Stamp Duty Act. from any Nationalized Bank and Stamp paper must be purchased in the name of the issuing bank.

ANNEXURE-3

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT

(On Non-Judicial Stamp Paper of Appropriate Value)

This deed of FOR COMPREHENSIVE ANNUAL MAINTENANCE is executed this day of201....

BETWEEN

M/s. Odisha Power Transmission Corporation Ltd. having its Registered Office at Janpath, Bhubaneswar, Dist: Khurda, Odisha (hereinafter called the “OWNER” or which expression shall mean and include its successors, administrators and assign) of the One Part quadripartite

AND

M/s., having its Registered/Head Office at.....(hereinafter called the “Firm” which expression shall mean and include its successors and permitted assigns) the Contract of the Other Part.

AND

M/s.....having its Local Office at Bhubaneswar <detail address> and having a Licence/authorization under the applicable laws to provide extended OEM warranty(Comprehensive AMC) for 06 years (w.e.f. 02.03.2017) for the 20 field locations and equipment(Codec, Recording & Streaming Server) installed and commissioned at OPTCL Head Quarters, Bhubaneswar(as per Annexure-5) already configured with Video Conferencing Facility and 05 years for the newly configured locations (as per Annexure-4) through compressive Annual Maintenance Contract (hereinafter called the Service Provider) which expression shall include its successors, administrators on the another Part.

WHEREAS the OPTCL as the Owner had invited bids in the NIT No..... for Supply , Installation & Commissioning of Software based Video Conferencing Equipment in OPTCL including OEM extended warranty and Support 06 years (w.e.f. 02.03.2017) for the 20 field locations and equipment(Codec, Recording & Streaming Server) installed and commissioned at OPTCL Head Quarters, Bhubaneswar(as per Annexure-5) already configured with Video Conferencing Facility and 05 years for the newly configured locations (as per Annexure-4) AND WHEREAS the Firm was awarded the contract for Supply , Installation & Commissioning of Software based Video Conferencing Equipment in OPTCL including OEM extended warranty and Support for 06 years (w.e.f. 02.03.2017) for the 20 field locations and equipment(Codec, Recording & Streaming Server) installed and commissioned at OPTCL Head

Quarters, Bhubaneswar(as per Annexure-5) already configured with Video Conferencing Facility and 05 years for the newly configured locations (as per Annexure-4)

AND WHEREAS the firm has agreed to supply Video Conferencing Equipment for installation and commissioned by the firm as per the scope of works, technical specification, existing Video Conferencing Infrastructure, SOR and Time Schedule including one year warranty.

AND WHEREAS the firm has agreed to provide OEM extended warranty for 05years against Supply, Installation & Commissioning of Software based Video Conferencing Equipment in OPTCL for the 74 locations (as per Annexure-4) and 6 years AMC (w.e.f. 02.03.2017) for the 20 field locations and equipment (Codec, Recording & Streaming Server) installed and commissioned at OPTCL Head Quarters, Bhubaneswar (as per Annexure-5) vide LOA ref. No.....

NOW THEREFORE THIS DEED OF COMPREHENSIVE ANNUAL MAINTENANCE WITNESSETH:

1. The Firm shall ensure that the Service Provider extends in respect of its Video Conferencing equipment supplied & Installed in OPTCL and to render its OEM Warranty services for maintenance of those Video Conferencing equipment for a period of one year (01 year) from the date of Installation & Commissioning, extended by the firm for a period of five years (05 years) from the date of completion of one year OEM warranty period of commissioning of such Video Conferencing equipment in OPTCL.
2. The Firm shall ensure that the Service Provider extends for a period of six years (06 years) we.f. 02.03.2017.
3. The firm shall procure a Comprehensive Annual Maintenance Contract from the OEM Equipment Supplier and the OEM Equipment Supplier shall extend the Maintenance service with the OPTCL under a Comprehensive Annual Maintenance Contract for a period of five years(for the 74locations as per Annexure-4) and six years for the 20 field locations and equipment (Codec, Recording & Streaming Server) installed and commissioned at OPTCL Head Quarters, Bhubaneswar (as per Annexure-5) , respectively from the date of expiry of the period of warranty extended by the firm to the Owner/OPTCL under the terms of the LOA. The price for the Comprehensive Annual Maintenance Contract shall be quoted by the firm in the bid at the time of bidding furnished to Owner/OPTCL.

4. The Annual Maintenance price for five years (5 years) and six years (6 years) for such Video Conferencing equipment supplied by the firm shall be considered for the purpose of evaluation.
5. The firm shall be required to furnish the Bank Guarantee in favour of OPTCL @10% of the Annual Maintenance Contract cost valid upto 90 days over and above the Annual Maintenance Contract period at the time of signing of the Annual Maintenance Contract agreement.
6. Payment towards Annual Maintenance Contract charges shall be released on quarterly basis by the OPTCL after successfully rendering of services and as per the agreed terms and conditions of the LOA.
6. The firm shall ensure that the respective OEM Equipment Supplier extends and the OEM Equipment Supplier also agrees to extend necessary facilities towards after sales service to the equipment for all Video Conferencing Equipment commissioned by them after completion of the project to OPTCL. The firm shall produce a consent letter from the OEM Equipment Supplier to this effect and the OEM Equipment Supplier also agrees to give such consent letter.
7. OPTCL shall be liable to pay the price of Annual Maintenance Contract to the firm as per comprehensive Annual Maintenance Contract for five years from the date of completion of Warranty period and six years from the date of expiry of the warranty period as per the terms and conditions laid down in the LOA. The payment shall be made quarterly basis on service rendered successful by the firm.
8. This Agreement shall be subject to the judicator of Hon'ble High Court of Orissa and the Courts at Bhubaneswar to the exclusion of all other Courts.
9. This Agreement shall be deemed to have been executed at Bhubaneswar, Dist: Khurda, Odisha for all intents and purposes.

Their hands on thisday of201..... and herein above mentioned.

In presence of:

For and on behalf of OPTCL

For and on behalf of the Firm

WITNESSES

1. For

2. For.....

ANNEXURE-4**DETAILS OF LOCATION TO BE CONFIGURED WITH VIDEO CONFERENCING
FACILITY WITH 5 YEARS AMC POST 1 YEAR WARRANTY**

Sl No	Name of CGM offices, Sr General Manager Offices and Civil Work Circle Office
1	O/o Chief General Manager(IT), Bhubaneswar
2	O/o Chief General Manager(Telecom), Bhubaneswar
3	O/o Chief General Manager(Cons), Bhubaneswar
4	Civil Works Circle Office, Bhubaneswar
5	Zonal Office(Construction)-I, Bhubaneswar
6	Zonal Office(Construction)-II, Sambalpur
7	O&M Zonal Office-I, Narendrapur
8	O&M Zonal Office-II, Meramundali

Sl No	Name of Grid S/S
1	220/132kv S/S ,S/D, Laxmipur
2	220/132/33kv TL S/S , S/D,Lapanga
3	220/132/33kv S/S , S/D, Barkote
4	220/33kv S/S ,Balimela
5	220/132/33kv S/S , S/D,Nayagarh
6	132/33KV S/S,Sunabeda
7	132/33KV S/S,Aska
8	132/33KV S/S,Digapahandi
9	132/33KV S/S,Rayagada
10	132/33KV S/S,Bargarh
11	132/33KV S/S,Barapali
12	132/33KV TL S/S,S/D,Bawanipatna
13	132/33KV Grid S/S,Jharsuguda
14	132/33KV Grid S/S,Khurda
15	132/33KV Grid S/S,Baripada
16	132/33KV Grid S/S,Choudwar
17	132/33KV Grid S/S,Dhenkanal
18	132/33KV Grid S/S,Kendrapada
19	132/33KV Grid S/S, Jajpur Road
20	132/33KV Grid S/S,Cuttack
21	132/33KV Grid S/S,Bolangir
22	132/33KV Grid S/S,Rourkela
23	132/33KV Grid S/S,Jajpur Town
24	132/33KV Grid S/S,Nimapara
25	132/33KV Grid S/S,Nuapatna
26	132/33kv S/S,Rajgangpur

27	132/33kv S/S, Khariar
28	132/33kv S/S,Rairakhol
29	132/33kv S/S,Rairangpur
30	132/33kv S/S,Karanjia
31	132/33KV S/S,Polasponga
32	132/33KV S/S,Barbil
33	132/33KV TL S/S,S/D,Sundergarh
34	132/33KV S/S,Patnagarh
35	132/33KV S/S,Sonepur
36	132/33KV S/S,Kuchinda
37	132/33KV S/S,Junagarh
38	132/33KV Grid S/S,Junagarh
39	132/33KV Grid S/S,phulbani
40	132/33KV Grid S/S,Tentulikhunti
41	132/33KV Grid S/S,Chatrapur
42	132/33KV Grid S/S,Phulnakhara
43	132/33KV Grid S/S,Chandikhola
44	132/33KV Grid S/S,Salipur
45	132/33KV Grid S/S,jAGATSINGPUR
46	132/33KV Grid S/S, Jharsuguda
47	132/33KV Grid S/S,Ransinghpur
48	132/33KV Grid S/S,Paralakhemundi
49	132/33KV Grid S/S,Mohana
50	132/33KV Grid S/S,Kalarangi

List of Construction S/S to be configured with Video Conferencing Facility		
Sl No.	Name of Sub station	Name of Construction Division
1	IIT Argul	Bhubaneswar
2	Kuchinda	Jharsuguda
3	Nuapada	Bolangir
4	Boud	Angul
5	Banki	Bhubaneswar
6	Shamuka	Bhubaneswar
7	Dabugaon	Jeypore
8	Umerkote	Jeypore
9	Konark	Bhubaneswar
10	KonarPurik(Samangara)	Bhubaneswar
11	Kalunga	Jharsuguda
12	Marshaghai	Cuttack
13	Atri	Bhubaneswar
14	Padampur	Bolangir
15	Mania(Tangi)	Cuttack
16	Somnathpur	Balasore

ANNEXURE-5**DETAILS OF 20 LOCATION ALREADY CONFIGURED WITH VIDEO
CONFERENCING FACILITY FOR AMC**

List of Central Location and O&M Grid S/S already Configured with Video Conferencing Facility	
Sl. No.	Place of installation
1	OPTCL Head Quarters, Bhubaneswar (Central Location)
2	400/220KV Grid S/S, Mendhasal
3	400/220/132/33 KV Grid S/S Meramundali
4	400/220KV Grid S/S, New Duburi
5	220/132/33 KV Grid S/S S/D Balasore
6	220/132/33 KV Grid S/S Bhadrak
7	220/132/33 KV Grid S/S Bhanjanagar
8	220/132/33 KV Grid S/S Bidanasi
9	220/132/33 KV Grid S/S Budhipadar
10	220/132/33 KV Grid S/S Chandaka
11	220/132/33 KV Grid S/S Duburi
12	220/132/33 KV Grid S/S Jayanagar
13	220/132/33 KV Grid S/S Joda
14	220/132/33 KV Grid S/S Katapali
15	220/132/33 KV Grid S/S Narendrapur
16	220/132/33 KV Grid S/S New Bolangir
17	220/132/33 KV Grid S/S Paradeep
18	220/132/33 KV Grid S/S Tarkera
19	220/132/33 KV Grid S/S Therubali
20	132/33 KV Grid S/S Kesinga
21	132/33 KV Grid S/S Puri