

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/01/2016-17
dated: 12-06-2016

FOR

“APPOINTMENT OF IT SECURITY AUDITOR / CONSULTANT”

FOR

- A) POLICY FORMULATION AND IMPLEMENTATION OF ISMS AS PER ISO – 27001:2005 IN OPTCL/GRIDCO/SLDC.
- B) IDENTIFICATION/FIXING OF THE PROBLEMS BY CONDUCTING THE SECURITY ASSESSMENT AND PENETRATION TESTS ON DIFFERENT NETWORKS WITH DIFFERENT APPLICATIONS OF OPTCL/GRIDCO/SLDC.
- C) FORMULATION OF SOPS (STANDARD OPERATING PROCEDURES) FOR SERVER HOSTS, NETWORKS WITH DIFFERENT COMPONENTS, OPERATING SYSTEMS, DATABASES AND DISASTER RECOVERY ETC., ON DIFFERENT NETWORKS WITH DIFFERENT APPLICATIONS OF OPTCL/GRIDCO/SLDC.

Office of the Chief General Manager (IT)

Odisha Power Transmission Corporation Limited

3rd Floor, Corporate Building, OPTCL
Janpath, Bhubaneswar, Odisha.

Bhubaneswar, Odisha State, PIN: 751 022

Tel: 0674-2545476, Fax: 0674-2545821, Email: cgm.it@optcl.co.in

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

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

Chief General Manager (IT)

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ODISHA POWER TRANSMISSION CORPORATION LIMITED



(A Govt. of ODISHA Undertaking)

Registered Office: Janpath, Bhubaneswar – 751022

e-Tender Notice

TENDER NOTICE No TW-IT/OT/01/2016-17

DATED 12-06-2016

Chief General Manager (IT), OPTCL, 3rd Floor, OPTCL TOWER, Janpath, Bhubaneswar on behalf of OPTCL/GRIDCO/SLDC invites bids in e-tender mode only from reputed eligible bidders for “APPOINTMENT OF IT SECURITY AUDITOR / CONSULTANT for Implementation of ISMS as per ISO – 27001:2005”. The assignment comprises

A) POLICY FORMULATION AND IMPLEMENTATION OF ISMS AS PER ISO – 27001:2005 IN OPTCL/GRIDCO/SLDC.

B) IDENTIFICATION/FIXING OF THE PROBLEMS BY CONDUCTING THE SECURITY ASSESSMENT AND PENETRATION TESTS ON DIFFERENT NETWORKS WITH DIFFERENT APPLICATIONS OF OPTCL/GRIDCO/SLDC.

C) FORMULATION OF SOPS (STANDARD OPERATING PROCEDURES) FOR SERVER HOSTS, NETWORKS WITH DIFFERENT COMPONENTS, OPERATING SYSTEMS, DATABASES AND DISASTER RECOVERY ETC., ON DIFFERENT NETWORKS WITH DIFFERENT APPLICATIONS OF OPTCL/GRIDCO/SLDC.,

at an estimated cost of about ₹ 35 Lakhs conforming to the terms and conditions mentioned in the tender document.

The interested bidders would be required to enroll themselves on the tender portal <http://www.tenderwizard.com/OPTCL>. Complete set of bidding documents are available at the tender portal, <http://www.tenderwizard.com/OPTCL> or OPTCL’s website: <http://www.optcl.co.in> from 12-06-2016 (10.00Hrs) up to 04-07-2016 (11.00 Hrs) for (Ref at Page-8) downloading the scope and terms and conditions in detail. The due date & time of opening of techno-commercial bid shall be 15.30Hrs on 05-07-2016.

N.B:- All subsequent addendums/corrigendum to the tender shall be hosted in the OPTCL’s official tender portal <http://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)

SECTION- I

GENERAL INFORMATION TO BIDDERS

I. Introduction :

OPTCL, the State Transmission Utility (STU) of the state of Odisha is engaged in power transmission business with the responsibility for planning, co-ordination, supervision and control over State Transmission System and Inter-State Transmission System (ISTS). State Load Despatch Centre (SLDC) which is a part of OPTCL looks after the inter and intra Load Despatch activities and GRIDCO also a sister state PSU of OPTCL looks after the Power Purchase, Sale and power trading activities in the state of Odisha. OPTCL has been identified as a nodal agency for setting up CERT-OGS for OPTCL, GRIDCO and SLDC.

OPTCL is strongly focused on information security and wishes to implement the "Information Security Management System (ISMS)" leading to ISO 27001:2005 Certification,
A) POLICY FORMULATION AND IMPLEMENTATION OF ISMS AS PER ISO – 27001:2005 IN OPTCL/GRIDCO/SLDC.

B) IDENTIFICATION/FIXING OF THE PROBLEMS BY CONDUCTING THE SECURITY ASSESSMENT AND PENETRATION TESTS ON DIFFERENT NETWORKS WITH DIFFERENT APPLICATIONS OF OPTCL/GRIDCO/SLDC.

C) FORMULATION OF SOPS (STANDARD OPERATING PROCEDURES) FOR SERVER HOSTS, NETWORKS WITH DIFFERENT COMPONENTS, OPERATING SYSTEMS, DATABASES AND DISASTER RECOVERY ETC., ON DIFFERENT NETWORKS WITH DIFFERENT APPLICATIONS OF OPTCL/GRIDCO/SLDC..

Table 1: Offices /Departments and its details :

S.No	Office / Department	Address	Description
1.0	Corporate Offices of GRIDCO, SLDC and OPTCL, Bhubaneswar, Data Centers at GRIDCO, SLDC and at OPTCL Hqrs.	Office of CGM(IT), OPTCL,3rd Floor,	ISMS Audit to cover about 28 servers, 3 web sites, 120 no of routers,151 switches,3 fire walls, AMI and other networking components.
2.0	14 selected Grids under O&M of OPTCL and Power Distribution Utility viz., CESU	Corporate Building, Bhoinagar, Bhubaneswar 751022	400/220/132KV S/S Mendhasal, Duburi, Meramandali, Chandaka, Mancheswar, Jaynagar, Budhipadar, Chainpal, Narendrapur, Burla power house, Rengali Power House, Balasore, Puri, Bolangir New.

S.No	Office / Department	Address	Description
3.0	Corporate Telecom Department and SCADA	SCADA centre at SLDC, Mancheswar Industrial Estate, BBSR and Backup Centre at Meramunduli .	Two Telecom Circles having 06 functional divisions. SCADA system with one main control center at BBSR and one Backup Control Centre at Meramunduli with 20 no of Servers, 8 firewalls and related applications.

The Bidding Schedule:

a.	Type of Bidding	Single Stage Two-part bidding
b.	Tender Documents	The bidders can view the tender documents from website www.optcl.co.in/ www.tenderwizard.com/OPTCL free of cost.
c.	Tender Cost	6300
d.	Mode of Payment of Tender cost	Demand Draft issued by a nationalized schedule Bank having branch in Bhubaneswar payable to Drawing and Disbursing officer, Headquarters office, OPTCL, Bhubaneswar.
e.	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 Bangaluru .
f.	EMD	All bids must be accompanied by a bid security (EMD) for the amount of ₹35,000/- (Thirty five Thousand) Only.
g.	Mode of EMD	A crossed bank Demand draft/pay order drawn in favour of the Drawing and Disbursing Officer, OPTCL, Headquarters, Bhubaneswar payable at Bhubaneswar.
h.	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.
i.	Date of commencement of Sale of bidding document	12-06-2016,10:00Hrs.
j.	Last date of sale of bidding documents	04-07-2016, 11.00Hrs
k.	Last date of submission of bids	04-07-2016 ,13.30Hrs
l.	Date & Time of Pre-Bid Conference	20-06-2016, 15:30Hrs
m.	Time of opening of Techno-commercial bids	05-07-2016, 15.30Hrs
n.	Time of opening of Price bids	To be intimated later to the techno-commercially acceptable bidders
o.	Place of Opening of Bids	Office of Chief General Manager (IT), 3rd Floor, OPTCL Tower, OPTCL, Janpath, Bhubaneswar – 751022
p.	Address for communication	Chief General Manager (IT), 3rd Floor, OPTCL Tower, OPTCL, Janpath, Bhubaneswar – 751022

* Tender documents shall be free of cost and 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 as part of the bid.

Submission of e-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.

1. The Bidder must possess Compatible Digital Signature Certificate (DSC) of Class-II or Class-III.
2. Bidders are requested to follow the below steps for Registration on the tender website:
 - a. Click “Register”, fill the online registration form.
 - b. Pay the amount of Rs. 2300/- through DD in Favor of KSEDC Ltd. Payable at Bangalore. This registration is valid for one year.
 - c. Send the acknowledgment copy for verification.
 - d. As soon as the verification is done the e-tender user id will be enabled.
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.
4. If any Bidder wants to participate in the tender he will have to follow the instructions given below:
 - a) Insert the PKI (which consist of your Digital Signature Certificate) in your System.
 - i. (Note: Make sure that necessary software of PKI be installed in your system).
 - ii. Click / Double Click to open the Microsoft Internet Explorer.
 - iii. Type www.tenderwizard.com/OPTCL in the address bar, to access the Login Screen.
 - iv. Enter e-tender User Id and Password, click on “Go”.
 - v. Click on “Click here to login” for selecting the Digital Signature Certificate.
 - vi. Select the Certificate and enter DSC Password.
 - vii. Re-enter the e-Procurement User Id Password
- 5 To make a request for Tender Document, Bidders will have to follow below mentioned steps.

Click “Un Applied” to view / apply for new tenders. Click on Request icon for online request.
Enter the required fields including details of D.D for tender Processing fee.
6. After making the request, Bidders will receive the Bid Documents which can be checked and downloaded by following the below steps:

Click to view the tender documents which are received by the user.
Tender document screen appears.

Click “Click here to download” to download the documents.
7. After completing all the formalities Bidders will have to submit the tender and they must take care of following instructions.

Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not
Note down / take a print of bid control number once it is displayed on the screen

8. Competitors bid sheets will be available in the website.

For any e-tendering assistance, contact help desk number mentioned below.
Bangalore – 080- 40482000 or Mobile No. 9937140591

e-TENDERING PROCESS GUIDELINES:

11.1 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.

11.2 CONTENTS OF e-BIDDING DOCUMENT:

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

1.0 Tender Notification :

2.0 Bid Documents (Free View):

Section-I: General Information to Bidders

Section-II: Instruction to bidder (ITB)

Section-III: Eligibility Criteria

Section-IV : Scope of Work & Technical Specification, Time Schedule and Payment Terms.

Section-V : General Conditions of Contract (GCC)

Section-VI: Bid Evaluation Criteria

Section-VII : Bidding Forms

Section-VIII: Contract Forms

3.0 Bid Forms (In .XLS Format):

Techno-commercial proposal Formats.

Financial Proposal Formats.

11.3 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):

11.3.1. Techno-Commercial Bid (Part-I):

(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.

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.

Sl. No.	Particulars	Attachment .pdf
01	*DD towards Tender Cost, DD towards Bid Security (EMD) and DD towards Tender Processing Fees/ Documentary proof of payment of Tender Processing Fees	Attach 1.pdf
02	Power of Attorney (Authorized Signatory) document.	Attach 2.pdf
03	Form F-2: CV of Project Manager & Certified Auditor/Consultant for ISMS Audit along with documentary evidence	Attach 3.pdf
04	Form F-3: Project Experience with Supporting documentary Evidence of the above Experience such as work Order/Contract agreement/Client Citation/Confirmation for work done. (I) Work order copy as per eligibility criteria along with certificate for successful completion of project. (II) ISO 27001 certificate (III) CERT-In registration certificate	Attach 4.pdf
05	Form F-4: Company's Financial Information as per the Format with copy of Audited Financial Statements i) Audited Accounts for last three years ii) CA certificate of Turn Over of India operation during last three years.	Attach 5.pdf
06	Form F-5: Techno-Commercial Deviation Schedule as per the Format	Attach 6.pdf
07	Certified copy of Registration Certificate/ Certificate of Incorporation of the bidder.	Attach 7.pdf
08	Certified copy of Service Tax Registration Certificate, Sales Tax Certificate and PAN.	Attach 8.pdf
09	Form 6(Acceptance of Important Terms and Conditions)	Attach 9.pdf

10	Form P1 Price Proposal	Attach10.pdf
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Power of Attorney (Authorized Signatory) notarized copy for signing the bid doc.

(B) 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 “<http://www.tenderwizard.com/OPTCL>” as an attachment in .pdf.

(C) 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.

Sl. No.	Particulars	Schedules in .XLS format
1.	Form P2- Price Proposal	Schedule-I

Section-II

Instructions to Bidders (ITB)

A. General:			
1.	Scope of the Bid	1.1	For scope of Bid please refer to Section-IV .
2.	Eligible Bidders	2.1	The bidders in order to be eligible should meet the eligibility criteria mentioned under Section III .
3.	Joint Venture/ Consortium	3.1	Not applicable (not allowed).
4.	Documentary Evidence	4.1	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 .
		4.2	Non-compliance to the above requirement even after seeking necessary clarifications shall constitute the offer as non-responsive.
B. Contents of Bidding Document			
5.	Sections of the - Bidding Document	5.1	<p>The e-Bidding Document is a compilation of the following sections:</p> <ol style="list-style-type: none"> 1. Tender Notification: 2. Bid Documents (Free View): <ul style="list-style-type: none"> Section-I: General Information to Bidders Section-II: Instruction to bidder (ITB) Section-III: Eligibility Criteria Section-IV :Scope of Work ,SOR, Technical Specifications, Time Schedule & payment schedule. Section-V : General Conditions of Contract (GCC) Section-VI : Bidding Forms Section-VII: Contract Forms 3.0. Bid Forms (In PDF/XLS Format): <ul style="list-style-type: none"> • Techno Commercial Proposal Formats • Financial Proposal Formats.
		5.2	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.

		5.3	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.
6.	Clarifications on Bidding Document	6.1	Bidders may seek clarifications in writing relating to preparation and submission of bid s, scope of works, GCC etc. prior to the pre-bid conference. Such requests will be submitted at least 2 days (excluding the date of pre-bid meeting) before the date of Pre-bid meeting. Bidders' queries will be discussed in the pre- bid conference. The clarifications to the queries and/ or addenda to the TENDER document shall be published in the tender portal i.e. http://www.tenderwizard.com/OPTCL .
		6.2	The pre-bid conference shall be held as per the schedule mentioned in the-Section I
		6.3	No clarification shall be entertained after the pre-bid conference.
7.	Amendment of Bidding Document	7.1	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.
		7.2	Any addenda issued shall be part of the bidding document.The bidder shall visit OPTCL's tender Portal for any addendum / modification / errata / corrigendum etc.
		7.3	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.
		7.4	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.
		7.5	Any addendum issued shall be part of the bidding document and shall be hosted in OPTCL's tender portal.
C. Preparation of Bids			
8.	Cost of Bid preparation	8.1	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.

9.	Language of Bids	9.1	The Bid ,as well as all correspondences and documents relating to the Bid exchanged between the Bidder and OPTCL, shall be written in English.
10 .	Documents comprising Bid	10 .1	The Bid shall comprise two parts Submitted separately, electronically one containing the Techno-Commercial Bid (Part-I) and the other containing the Price Bid (Part-II), which shall be evaluated in two stages.
		10 .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 Port al) as per the attachment mentioned in section-I. (C) Techno-commercial Schedules in PDF/XLS format to be downloaded, filled in and uploaded by the bidder as per the OWNER format in the www.tenderwizard.com / OPTCL portal (D) Mentioned in Section-I.
		10 .3	Price schedules (Part -II) in XLS format to be downloaded, filled in and uploaded by the Bidder as per the OWNER form at and to be uploaded on the official tender port al of the OWNER http://www.tenderwizard.com/OPTCL .
11 .	Bid Submission Sheets and Price Schedules	11 .1	The Bidder shall submit the Techno-Commercial Proposal and the Price Proposal as per the e-tendering process guideline.
		11 .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.

12 .	Alternate Bids	12 .1	Alternate Techno-Commercial and / or Price bids shall be rejected.
13 .	Bid Prices	13 .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.
		13 .2	Prices quoted by the Bidder shall remain FIRM Throughout the schedule period of the contract and shall not be subject to any variation.
		13 .3	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.
14 .	Currencies for the Bid	14 .1	Bidders shall express their bid price in Indian Rupees only.
15 .	Documents Establishing the Qualification of the Bidder	15 .1	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).
16 .	Period of validity of Bids	16 .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.
		16 .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.
17 .	Bid Security (EMD) in accordance with the bidding schedule	17 .1	In accordance with the bidding schedule.
		17 .2	Any Bid not accompanied by Bid Security in accordance with ITB Sub- Clause-17 .1 , shall be rejected by Odisha Power Transmission Corporation Limited as non-responsive.

		17.3	The Bid Security of unsuccessful Bidders shall be returned within 30 days after issue of the letter of award in favor of the successful bidder under this tender.
		17.4	The Bid Security (EMD) of the successful Bidders shall be returned after submission and acceptance of PBG @ 10% of contract value.
		17.5	The Bid Security (EMD) may be forfeited, if the successful Bidder fails to: a) Acknowledge the Letter of Award within the stipulated period. b) Take up the work within 15 days after LOA.
18.	Format of Bid	18.1	The Bidder shall submit the Techno-Commercial Proposal as per the formats/schedules mentioned in Section-I.
Submission and Opening of Bids			
19.	Submission of Bids	19.1	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.
20.	Deadline for submission of Bids	20.1	Bids must be received by Odisha Power Transmission Corporation Limited not later than the date and time and extension there to indicated in the Section-I .
		20.2	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-7 , in which case all rights and obligations of Odisha Power Transmission Corporation Limited and Bidders as existing before extension of the deadline will be applicable until the extended deadline.
21.	Late Bids	21.1	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-20 . Any Bid received/ uploaded by Odisha Power Transmission Corporation Limited after the deadline for submission of Bids shall be declared late and rejected.

22 .	Withdrawal, Substitution and Modification of Bids	22 .1	No Bid shall be withdrawn, substituted or modified after the deadline for submission of bids.
23 .	Bid opening	23 .1	Odisha Power Transmission Corporation Limited shall electronically 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 .
		23 .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.
		23 .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.
Evaluation and Comparison of Bids			
24 .	Confidentiality	24 .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.
		24 .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.
		24 .3	Notwithstanding ITB Sub-Clause -24 .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.

25.	Clarification of Bids	25 .1	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.
26 .	Responsiveness of Techno-Commercial Proposals	26 .1	<p>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.</p> <p>The bidders are requested to study the specification thoroughly before tendering so that if they make any deviations, the same are prominently brought out in separate sheet under the headings "Deviations" as per Formats. 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, not withstanding any deviations Mentioned elsewhere in the Bid. However the acceptance of deviation is not binding on the OPTCL.</p>
		26 .2	A substantially responsive Techno-Commercial Proposal is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material

			<p>deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <p>a) affects in any substantial way the scope, quality, or performance of the Services specified in the Contractor</p> <p>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</p> <p>c) if not rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Techno-Commercial Proposals</p>
		26 .3	<p>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.</p>
		26 .4	<p>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-26 .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.</p>
27 .	Non-conformities, errors and omissions	27 .1	<p>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.</p>
		27 .2	<p>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 non material non conformities or omissions in the Techno-Commercial Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p>

		27 .3	<p>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:</p> <p>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.</p> <p>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 Form at (.xls) specified.</p>
28 .	Examination of Bids	28 .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.
		28 .2	Odisha Power Transmission Corporation Limited shall confirm that the Techno-Commercial Proposal Submission Sheet in accordance with ITB Sub- Clause-11 .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.
29 .	Examination of Terms and Conditions; Techno-Commercial Evaluation.	29 .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.
		29 .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.
		29 .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-26 , it shall reject the Bid.
30 .	Evaluation of Bids	30 .1	Bid evaluation methodology is available at annexure to GCC Section-VI.
31 .	Comparison of Bids	31 .1	Odisha Power Transmission Corporation Limited shall compare all substantially responsive bids to determine the technical score and financial score separately.
32 .	Clarification before Comparison of Bids	32 .1	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.
33 .	OPTCL's Right to Accept Any Bid , and to Reject Any or All Bid s	33 .1	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. Any bid not accompanied with EMD or with bid validity less than 180 days or not meeting eligibility criteria or substantially not responsive shall be rejected outright.
Award of Contract			
34 .	Award Criteria	34 .1	OPTCL shall award the Contract to the Bidder whose offer has got the highest score as per Bid Evaluation Methodology at Section VI provided the price quoted is reasonable.
35 .	OPTCL's Right to change the deliverables & time schedule defined under scope of Work	35 .1	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. <i>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.</i>

36 .	Notification of Award	36 .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.
		36 .2	Until a formal Contract is prepared and executed, the Letter of Award shall constitute a binding Contract.
		36 .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.
		36 .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).
37 .	Signing of the Contract	37 .1	The successful bidder shall sign the contract Agreement with Odisha Power Transmission Corporation Limited in non-judicial stamp paper and send it to Odisha Power Transmission Corporation Limited within one month of LOA.
		37 .2	Failure to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security (EMD).
38 .	Contract Performance Bank Guarantee	38 .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) .
		38 .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 contractor's invoice and the retention amount shall be released on submission of performance bank guarantee.
39 .	Working Environment	39 .1	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.
40 .	Disclaimer to e-tender document	40 .1	This e-Tender Document (e-TENDER) has been prepared by Odisha Power Transmission Corporation Limited for Appointment of Firm for Information Security Audit.. 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

		<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
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Section-III

Eligibility Criteria

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

1.	Eligible Bidders	1.1	<p>Intending Bidder, who meets the following qualifying requirement, shall be eligible for this tender;</p> <p>i. The bidder should be a reputed Information Security auditor/consultant having been registered with CERT-In, Dept. of Electronics, GOI and incorporated and / or registered in India and Should be in continuous existence for at least 5 years reckoned from the date of NIT. (Certified copy of CERT-In Registration should be submitted)</p> <p>ii. The Average Annual Turnover of the Bidder during the last three financial years should not be Less than Rupees 2 Cr (Rupees Two Crores). (in Form-4)</p> <p>iii. Bidder should have experience in providing IT security Consultancy / audit services to minimum of three Organizations (Similar to the scope of works to this project) during last five years reckoned from the date of NIT. (In Form-3)</p> <p>iv. Out of the above at least one such project should have been successfully executed for a period of one year for any Govt. of India Organization / PSU / Autonomous Govt. body having SCADA infrastructure. (In Form-3)</p> <p>v. The company should have ISO 27001 certification and adequate CISA, CISSP, CEH certified personnel to execute the work. (Supporting documents should be submitted)</p> <p>vi. Bidder(s) should have valid Service Tax Registration Certificate and PAN. (Supporting document should be submitted)</p>
2.	Documentary evidence	2.1	<p>Bidder(s) should submit the details of such assignments undertaken as per the format specified in FORM (F-3) indicating the Scope of Works, Name of the Client Organization, Duration of Assignment and</p>

brief description of work supported with the necessary documentary evidence such as Work Order/Contract Agreement and Client Citation / Confirmation for work Done. Annual Audited Accounts for last three 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-4)** Should also be submitted.

Besides, Bidder(s) shall submit the CV of members of proposed team to be deployed for the project.

FORM (F-2).

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

- i. Certified copy of Registration Certificate/ Certificate of Incorporation.
- ii. Certified copy of Service Tax Registration Certificate, Sales Tax Certificate and PAN.
- iii. 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)

- a)Tender Cost
- b)Bid Security or EMD
- c)Tender Processing fees
- d)Power of Attorney (Authorized Signatory) in non-judicial stamp paper.

NB: Claims in respect of qualifying credentials, which are not supported by documentary evidence will lead to disqualification of the bidder.

Section-IV

(Scope of works, Schedule of Requirements (SOR), Technical Specifications, Time Schedule and Payment Schedule)

1.0 Scope of Work

The Scope of Work would encompass the following activities, commensurate with meeting all the requirements for successful implementation of Information Security Management System (ISMS) leading to ISO 27001:2005 Certification covering the offices of OPTCL/GRIDCO/SLDC at Table-I mentioned under “I. Introduction“ at page 5 & 6.

Bidder shall conduct Current State Diagnostic Study / Gap Analysis:

Detailed assessment and identifying the gap in existing policies, documents/records maintained (like Contracts, SLAs, MOUs etc.), IT Policy including IT security policy, Information Security Processes, Outsourcing, Third Party Access, Practices and Security strategies and vis-à-vis provisions & requirements of ISO 27001 Standard / Framework.

1.0 Gap Analysis vis-à-vis ISO 27001:

The Gap Analysis exercise has to be carried vis-à-vis all domains of ISO 27001 including followings:

- Analyzing the existing IT Policy (including IT Security Policy).
Organizational Security,
- Asset Management,
- Human Resources Security,
- Physical & Environmental Security,
- Communications and Operations Management,
- Access Control,
- Information Systems Acquisition, Development and Maintenance,
- Information Security Incident Management,
- Business Continuity / Disaster Recovery Plan

1.1 Preparation and submission of current state & Gap Analysis report and road map including measurable goals of the project with suggested areas of improvement.

2.0 ISMS scoping and Policy formulation:

Facilitating OPTCL in redrafting the new IT Policy (including IT Security Policy) incorporating various aspects of IT Act-2008.

2.1 Design of Information Security Organization:

Based on Information Security policy, an elaborate information security organization shall be designed along with the roles and responsibilities of the personnel involved.

2.2 Information Asset Profiling:

The assets have to be classified and compiled with respect to the Confidentiality, Integrity and Availability of the information assets.

The activities would encompass understanding current information systems architecture including LAN, WAN and Internet connectivity, and identify the

critical business processes/assets and preparation of Information Asset Register.

2.3 Risk management framework & Risk Mitigation Plan :

Risk management framework is to be defined to address information security risks and provide mitigation measures. The Risk Assessment Report shall comprise of :

- Identification of risks and threats,
- Evaluate probability and impact,
- Risk value and analysis,
- Risk Mitigation Plan.

2.4 Impact Analysis and Plan

Impact of different materialized threats on different H/w and S/w systems has to be identified and submitted. Mitigation plans have to be formulated for implementation.

2.5 Contingency Analysis and Plan

3.0 Development of Statement of Applicability (SOA) :

Development of SOA (Statement of Applicability) required for implementing ISMS in OPTCL.

3.1 List all the controls which are applicable to the organization along with the support documents. SOA will also list justifications for the controls which were not applied to the organization including control effectiveness matrix.

3.2 Development of Information Security Policies and procedures covering all applicable domains. Some of the indicative areas applicable for security policy are:

- Risk Assessment Policy,
- Access Control Policy,
- Password security,
- Audit logging,
- Server specific security,
- Desktop services,
- Backup and restoration policy,
- Application security,
- Security from Virus and malicious code,
- Acceptable Internet usage Policy,
- Configuration and change management,
- Email security & Usage Policy,
- Network security,
- Wireless Security,
- User access policy,
- Physical and environmental security,
- Asset management policy.

3.3 Create ISMS implementation strategy and implementation roadmap based on

recommendations. This would involve development of Action plan and identification of specific projects for the 'rollout phase'.

4.0 Training:

4.1 Developing Internal Audit team through training and practices:

The consultant shall facilitate training for ISO 27001:2005 "Lead Auditor" to Six (06) OPTCL personnel through an accredited training Institute culminating into certification. The expenditure on account of providing training to batch of 06 participants including training materials and cost of certification shall be in the scope of the consultants. However, the other incidental expenditures such as Travel and Lodging for the participants shall be borne by OPTCL.

Note: The consultant shall not provide this training, but get the same delivered by an accredited 3rd Party.

4.2 Training to Top Management :

Training cum Awareness session for Top management approximately 20 personnel for half a day on ISMS shall be arranged at OPTCL's premises.

4.3 Departmental ISMS co-coordinator Training:

Training cum Awareness session for departmental ISMS co-coordinators approximately 20 persons for three days on ISMS shall be arranged at OPTCL's premises which enables them to participate in Internal Audit.

5.0 ISMS Documentation & Pre - Certification Assessment Audit.

5.1 ISMS Documentation: The consultant shall prepare and submit:

- 5.1.1 ISMS Manual,
- 5.1.2 Process & Procedure documents,
- 5.1.3 Any other document required for ISO 27001 certification but not specifically mentioned in this document.

5.2 Pre - Certification Assessment Audit :

- 5.2.1 To gauge the readiness of organization post Implementation stage vis-à-vis ISO 27001 Certification requirements, the consultant shall conduct Internal Audit.
- 5.2.2 Vulnerability Assessment (VA) and Penetration Testing (PT) to assess external and internal system weaknesses: VA & PT shall be performed as part of the Risk Assessment exercise for 50 Servers and all Network devices to provide assurance of the Information system and its ability to withstand intentional attempts to circumvent system security.
- 5.2.3 Engineer In-charge or his representative shall propose the devices to be tested. The consultant shall submit detailed testing report including remedial actions to be taken for closing NCs (non-compliance) if any.

6.0 Association and supporting OPTCL during Final Audit and ISO 27001 certification there of:

- 6.1 After internal and pre-assessment audit, consultant shall assist OPTCL in preparing RFP (Request for Proposal) document for appointment of external auditor for ISO 27001 Certification.
- 6.2 Consultant shall extend support during final audit, review and closure of Non-

conformances if any, raised by the accredited certification body. The cost of the Certification shall be borne by OPTCL.

Note:- During the contract period from the stage of Current State Diagnostic Study / Gap Analysis till completion of the pre audit, the successful bidder shall maintain a service base in Bhubaneswar to provide prompt service as and when needed . For 5 years from the date of completion of 1st phase of audit, the successful bidder shall provide service online/offline, as required, on OPTCL's written notice to rectify the problems associated with OPTCL/GRIDCO/SLDC's IT and SCADA infrastructure. Such online service should be provided within 15 minutes of OPTCL notice. In the event online service does not rectify the problem, the successful bidder shall depute its expert within 24 hours of OPTCL notice.

The Successful bidder is also required to repeat the technical audit every year for 5 years from the date of completion of 1st phase of audit. The timing of such annual audit shall be mutually decided between successful bidder and OPTCL. The scope envisaged for 5 years after the 1st phase of audit is subject to the successful bidder signing an AMC contract .

7.0 TECHNICAL SPECIFICATION AND QUALIFICATION REQUIREMENTS

7.1 TECHNICAL SPECIFICATIONS:

- A. Identifying problem/shortcomings during the Security Assessment and Penetration tests conducted on different networks with different applications of OPTCL/SLDC/GRIDCO. in respect of all Management, Operational and Technical aspects .
- B. Fixing/Rectifying the problems identified at 'A' above.
- C. Formulation of SOPs (Standard Operating Procedures) for the network systems, Servers, Networks with different components, Operating Systems, Databases and Disaster Recovery etc. on different networks with different applications of OPTCL/SLDC/GRIDCO as detailed below in respect of all Management, Operational and Technical aspects.
- D. Preparation of Bill of Material for IDS/IPS System and assisting Installation, Commissioning and testing of IDS/IPS System in both of our SCADA and Data Centers Separately.
 - a. Current IT network.
 - b. Computing environment and SCADA network.
 - c. ERP Network.
 - d. EBC/AMI Systems.
 - e. Payroll and Pension package with concerned systems in network.
 - f. Anti-Virus system.
 - g. OPTCL mail system
 - h. Different Operating Systems(Linux, Windows)
 - i. Different Databases (Oracle ERP, OSI OF SCADA SYSTEM, etc.)
 - j. Backups
 - k. Official website, following generic, interface and service requirements etc. and any other networks/applications of OPTCL/GRIDCO/SLDC unspecified above.

Generic Requirements (GR): For a network element or a set of network elements,

are its requirements to work seamlessly in OPTCL/GRIDCO/SLDC Network. Requirements are classified in two parts – minimum “mandatory” requirements and “desirable” requirements. These requirements refer to the following:

- a) Interconnectivity and interoperability requirements
- b) Quality requirements
- c) Safety Requirements
- d) Security Requirements
- e) Any Other equipment specific requirements that are considered mandatory
- f) Desirable requirements ,if any.

Interface Requirements (IR): refer to the requirements of an interface between two elements at different layers of protocol stacks as applicable. Interfaces are defined at different layers for convenience of peer-to-peer communication.

- Layer 1 Physical
- Layer 2 Data Link
- Layer 3 Network
- Layer 4 Transport
- Layer 5 Session
- Layer 6 Presentation
- Layer 7 Applications

Service Requirements: Test Schedules and Test Procedures shall be detailed for validating Networks and Services.

Note: Generic Requirements , Interface requirements and Service requirements have to be tabulated separately.

The scope covers the Fixing/Rectifying the problems identified during the Security Assessment examined and Penetration tests conducted and Formulation of SOP's (Standard Operating Procedures) for the network systems, Servers, Networks with different components, Operating Systems, Databases and Disaster Recovery etc. for different networks with different applications of OPTCL/GRIDCO/SLDC.

- 8.0 Deliverables by the Consultant : The networks with different applications like ERP, SCADA etc. are spread all over the state. The places of usage may be changed to suit the needs of OPTCL/GRIDCO/SLDC. The successful tenderer should complete the work assigned within the stipulated period (i.e. within 20 weeks).
- 8.1 The assignment would encompass the following activities but it will not be limited to the activities mentioned below and it should be flexible enough to meet requirements for achieving Final Certification.

S.No	Component	Deliverables	Time Schedule from from LOA date and payment schedule.
			Time
1.0	Current State Diagnostic Study / Gap Analysis and Rectification /Fixing the problems found as approved by purchaser.	<ul style="list-style-type: none"> • Current State Diagnostic Study & Gap Analysis, • Submission of current state & Gap Analysis report. • Rectification of the Gaps/problems found in the analysis process. 	0-8 weeks
2.0	ISMS Scoping and Policy Formulation.	<ul style="list-style-type: none"> • ISMS Scoping and Policy formulation, • Development of revised Information Security Policy, • Risk management framework & Risk mitigation Plan. 	5-12 weeks
3.0	Development of Statement of Applicability (SOA).	<ul style="list-style-type: none"> • Statement of Applicability, • Scope finalization from certification perspective, • ISMS implementation strategy and implementation roadmap, 	5-12 weeks 20 % of the order price excluding tax on completion of Deliverables against sl no 1, 2 and 3
4.0	Training & Awareness programme	<ul style="list-style-type: none"> • Certified Lead Auditor Training through accredited 3rd Party. • Training to Top Management, • Departmental ISMS co-ordinator Training, • Content for awareness material such as printing of posters, mailers and handouts shall be provided by vendor. 	• 5- 8 weeks 20 % of the order price excluding tax on completion of deliverable against sl no 4.
5.0	ISMS	• Development of	5-12 weeks

	Documentation & Pre - Certification Assessment Audit.	ISMS Manual, <ul style="list-style-type: none"> • Process & Procedure documents, • Any another documents required for ISO Certification. • Conduct internal compliance / mock audit including Vulnerability assessment and penetration testing. • Facilitation of closing NCs (non-conformances) if any. • Risk Analysis Reports • Contingency Plan statement • Impact Analysis Report 	20 % of order price excluding tax on completion of Deliverables against sl no 5
6.0	Network wise Reports/Fixing the problems found	<ul style="list-style-type: none"> • Network wise /Application wise Reports/Procedures etc. 	12-16 weeks 10 % of the order price excluding tax on completion of deliverables against sl no 6
7.0	Security Hardware/Software Bill of Material and manpower requirement for Implementation of Security Information Event Management System(SIEM)	<ul style="list-style-type: none"> • Net Work Wise /Application wise security devices like IDS/IPS and SIEM related Hardware, Software and manpower required for the control center to implement SIEM 	<ul style="list-style-type: none"> • 12-16 weeks 10% of order price excluding tax after completion of Deliverables sl no 7
8.0	Disaster Recovery plan	<ul style="list-style-type: none"> • Guide lines in respect of Operating System, Database, Networks security etc 	<ul style="list-style-type: none"> • 10-12 week

9.0	Association and facilitating OPTCL during Final Audit and Certification thereof.	<ul style="list-style-type: none"> • Assisting OPTCL in preparing RFP (Request for Proposal) document for appointment of external auditor for ISO 27001 Certification. • Associating and facilitating OPTCL during final (Certification) audit. • Facilitation of closing NCs (non-conformances) if any and extending support till award of ISO-27001 Certification to OPTCL by certifying authority. 	<p>17-20 weeks</p> <p>10 % of order price excluding tax on completion of deliverables against sl no 08 ,09 and balance 10%after ISO 27001 Certification .</p>
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Note :_In the event ISO 27001 certification gets delayed beyond six months after the LOA date 10 % payment of the order price excluding tax meant for such certification shall be released to the Auditor/Consultant against Bank guarantee for equivalent amount. The Bank guarantee shall be extended by the auditor/consultant until the certification is completed. Besides the Bidders are requested to indicate their Annual Maintenance charges for the systems which will not be considered for evaluation. However in the event the purchaser decides to opt for AMC later, the quoted figure will be taken up for consideration/negotiation with the successful bidder.

9.0 OPTCL's Responsibilities:

- 9.1 Identification of dedicated project coordinator who will assist the consultant in over-seeing the implementation of ISMS.
- 9.2 Constitution of ISMS Core Team with representatives from concerned departments. OPTCL has already formed a Crisis Management Group, who can be associated during implementation.
- 9.3 ISMS Core team members of OPTCL to provide department profile, documents/templates/questionnaires duly filled up as requested by consultants, and, relevant information about the organization during interviews/ discussions.
- 9.4 Implementation of ISO 27001 shall be carried out by OPTCL. Consultant shall provide implementation support/ assistance to OPTCL during this phase.
- 9.5 ISO 27001 certification audit and obtaining Certificate shall be the responsibility of OPTCL.

SECTION-V: GENERAL CONDITIONS OF CONTRACT (GCC)

01.	Contract Documents	1.1	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
02.	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	“ASSIGNMENT” shall mean the consultancy assignment for “APPOINTMENT OF CONSULTANT FOR A) IMPLEMENTATION OF ISMS AS PER ISO – 27001:2005 IN OPTCL/GRIDCO/SLDC B) IDENTIFICATION OF THE PROBLEMS BY CONDUCTING THE SECURITY ASSESSMENT AND PENETRATION TESTS ON DIFFERENT NETWORKS WITH DIFFERENT APPLICATIONS OF OPTCL/GRIDCO/SLDC and fixing the problems/gaps found.. C) FORMULATION OF SOP'S (STANDARD OPERATING PROCEDURES) FOR THE NETWORK SYSTEMS, SERVERS, NETWORKS WITH DIFFERENT COMPONENTS, OPERATING SYSTEMS, DATABASES AND DISASTER RECOVERY ETC ON DIFFERENT NETWORKS WITH DIFFERENT APPLICATIONS OF OPTCL/GRIDCO/SLDC.
		2.3	“TENDER” i.e. “Tender Document” shall mean document consisting of NIT, ITB, Eligibility Criteria, Scope of Work , Bid Evaluation Methodology, Bidding Forms and Contract Forms and any amendments
		2.4	“Bid” shall mean Techno-Commercial Proposal & Price Proposal in prescribed FORMS submitted in pursuance to TENDER document.
		2.5	“Bidder” shall mean the Consulting firm participating in the bid floated by the Odisha Power Transmission Corporation Limited for consultancy assignment mentioned at 2.2 above
		2.6	“Consulting firm/ Consultant ” shall mean the person who shall be selected and appointed through tender process and shall include such successful Bidder's legal representatives, successors and permitted assigns.
		2.7	“LOA” i.e. “Letter of Award” shall mean the official notice issued by Odisha Power Transmission Corporation Limited notifying the Consultant firm 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 Work s, 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 consultancy assignment under this contract.
		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	“Person” shall mean and include firms, companies, corporations and associations, bodies of individuals, whether incorporated or not.
		2.13	“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.
03.	Interpretation	3.1	<p>In this Contract unless a contrary intention is evident:</p> <ul style="list-style-type: none"> (a) 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; (b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses; (c) 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; (d) a word in the singular includes the plural and a word in the plural includes the singular; (e) a word imparting a gender includes other gender; (f) a reference to legislation includes legislation repealing, replacing or amending that legislation; (g) 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; (h) 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.

04.	Entire Agreement	4.1	The Contract constitutes the entire agreement between the Odisha Power Transmission Corporation Limited and the Consultant and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
05.	Amendment	5.1	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.
06.	Non-waiver	6.1	Subject to GCC Clauses-28 and 29 below, no relaxation, for bearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract 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.
07.	Severability	7.1	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.
08.	Language	8.1	The Contract as well as all correspondence and documents relating to the Contract exchanged between by the Consultant 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 Consultant shall bear all costs of translation to English and all risks of the accuracy of such translation.
09.	Location	9.2	The Services shall be performed in Bhubaneswar or at such location required by Odisha Power Transmission Corporation Limited.
10.	Effectiveness of Contract	10.1	This Contract shall come into force and effect on the date of the OPTCL's Letter of Award of consultancy assignment.

11.	Authorized Representative s	11.1	<p>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:</p> <p>a) on behalf of the OPTCL byor his designated representative;</p> <p>b) on behalf of the Consultant by or his designated representative.</p>
12.	Relation between the Parties	12.1	<p>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 Consultant. The Consultant, 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.</p>
13.	Notices	13.1	<p>Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified below</p>
			<p>at 13.2. The term “in writing” means communicated in written form with proof of receipt.</p>

		13.2	<p>Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post, email to such Party at the following address or hosted in Website:</p> <p>a. For the OPTCL:</p> <p>Attention:</p> <p>Postal Address:.....</p> <p>.....</p> <p>Phone.....</p> <p>Facsimile:.....</p> <p>Email:</p> <p>b. For the Consultants:</p> <p>Attention:</p> <p>Postal Address:.....</p> <p>.....</p> <p>Phone.....</p> <p>Facsimile:.....</p> <p>Email:</p>
		13.3	<p>Notice will be deemed to be effective, when it is delivered to the other party in the normal course of delivery through personal delivery or registered mail, email or hosted in website.</p>
		13.4	<p>A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.</p>
14.	Governing Law	14.1	<p>The Contract shall be governed by and interpreted in accordance with the laws of India. The Courts in Bhubaneswar and High Court of Odisha, Cuttack shall have exclusive jurisdiction with respect of the tendering process, award of contract and execution of contract.</p>
15.	Settlement of Disputes	15.1	<p>Odisha Power Transmission Corporation Limited and the Consultant shall make every effort to resolve the dispute amicably by direct informal negotiation.</p>

		15.2	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.
16.	Commencement of Services	16.1	The Consultant, shall begin carrying out the Services immediately viz. from the date of issue of Letter of Award (the "Starting Date").
17.	Delivery	17.1	The Delivery of services relating to implementation of the project shall be in accordance with the milestones specified in the Section- IV, Scope of Work and acceptance of the services by Odisha Power Transmission Corporation Limited.
		17.2	The Consultant, in relation to its deliverables, shall provide supporting data or information required by Odisha Power Transmission Corporation Limited within the time schedule mentioned vide Section- IV of Scope of Work .
18.	Consultant's Responsibilities	18.1	The Consultant shall provide the services strictly as per the requirement and within the time frame specified in the Scope of Work as per Section-IV .
		18.2	The Consultant shall bear all costs involved in the performance of its responsibilities, for the scope of the work as per the contract.
19.	OPTCL's Responsibilities	19.1	Odisha Power Transmission Corporation Limited may provide on Consultant's request, particulars / information / or documentation as available with them that may be required by the Consultant for proper planning and execution of Scope of Work under this contract.
		19.2	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 Consultant.
		19.3	Odisha Power Transmission Corporation Limited shall provide to the Consultant sitting space in the OPTCL's offices at such location as may be mutually decided by the Parties.
20.	Contract Price (Consultancy Fee)	20.1	The Contract Price (Consultancy Fee) shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
		20.2	Prices charged by the Consultant for the service provided under the Contract shall not vary from the prices quoted by the Consultant in its bid unless otherwise agreed between the consultant and Odisha Power Transmission Corporation Limited till the completion of the contract.

21.	Terms of Payment	21.1	The Contract Price (Consultancy Fee) shall be paid on submission of invoice in triplicate and in the manner specified in the Scope Of Work (Deliverables, Timelines and Payment Terms) at Section- IV . No invoice for extra work will be submitted by the Consultant unless the said extra work has been authorized/ approved by Odisha Power Transmission Corporation Limited in writing.
		21.2	The Consultant'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 specified in the Section-IV .
		21.3	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.
		21.4	The final payment under this Clause shall be made only after satisfactory completion of the activities mentioned in the Scope of Work .
		21.5	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.
22.	Taxes and Duties	22.1	The Consultant 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.
		22.2	Payment of taxes/ duties shall not be made separately in any case. However, service tax as applicable claimed by the consultant in their invoice shall be reimbursed.
		22.3	OPTCL shall deduct TDS at the appropriate rate as per the existing law.
23.	Performance Security	23.1	The Consultant shall submit a Contract Performance Bank Guarantee for the due performance of the Contract from a scheduled bank en-cashable at Bhubaneswar Branch of the issuing Bank only@10% of the contract price. This shall remain valid for a period of 90 days over and above the contract completion period. The consultant shall submit the CPBG within 30 days from the date of LOA as per the format enclosed.
		23.2	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 Consultant commits any delay or default in Services rendered or commits any breach of the terms and conditions of the Contract.
		23.3	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.
		23.4	The Performance Security shall be discharged by Odisha Power Transmission Corporation Limited and returned to the Consultant not later than 30 days following the date of completion of the Consultant's performance obligations under the Contract including extension thereof.
24.	Confidential Information	24.1	The Consultant 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.
		24.2	The obligation of a party under this clause, however, shall not apply to information that: <ul style="list-style-type: none"> (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.
25.	Subcontracting	25.1	The Consultant shall not sub-contract any part of its obligations under the Contract. However, consultant firm shall be allowed to hire expert(s) for the purpose of specific project assignment, for which the consultant shall bear all cost for the same.
26.	Service Quality	26.1	OPTCL may reject any Service rendered or any part thereof that fail to conform to the specifications. The Consultant shall take measures necessary to meet the specifications at no cost to OPTCL.
27.	Liquidated Damages	27.1	Except as provided under GCC Clause-29 , if the Consultant fails to perform any or all of the Services within the period specified in the Contract (as per the scope of work – Section- IV Deliverables, Timeliness & payment) , Odisha Power Transmission Corporation Limited may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as Eva, a sum equivalent to 0.5% of the value of the Services, delivered beyond stipulated delivery schedule for each week or part thereof of delay (in deliverables), up to a maximum of 5% of contract price.
28.	Change in Laws and Regulations	28.1	Unless otherwise specified in the Contract, if after the date of the Submission of Bids, any law, regulation, ordinance, order or bylaw 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 Consultant has thereby been affected in the performance of any of its obligations under the Contract.
29.	Force Majeure	29.1	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.
		29.2	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-consultants 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.
		29.3	The failure of a Party to fulfill 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.
		29.4	A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
		29.5	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.
		29.6	The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
		29.7	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 Consultant.
		29.8	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.
		29.9	Not later than thirty (30) days after the Consultant, 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.
30.	Extensions of Time	30.1	If at any time during performance of the Contract, the Consultant encounter conditions impeding timely

			completion of Services as per Section-V (Scope of Work) , the Consultant 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 Consultant's notice, Odisha Power Transmission Corporation Limited shall evaluate the situation and may at its discretion extend the Consultant's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
		30.2	Except in case of Force Majeure, as provided under GCC Clause-29 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 Consultant from its liability to pay liquidated damages pursuant to GCC Clause- 27.
31.	Suspension	31.1	Odisha Power Transmission Corporation Limited may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services as per schedule, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding Seven (7) days after receipt by the Consultants of such notice of suspension and shall invoke contract performance guarantee.
32.	Termination	32.1	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 week s (2) week s' 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.
		32.2	Termination for Default: (a) The Odisha Power Transmission Corporation Limited may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Consultant terminate the Contract in whole or in part: i. if the Consultant 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 V) ii. if the Consultant commits any breach of the Contract and fails to remedy or rectify the same within the period of two week s (or such longer

		<p>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.</p> <p>iii. If the Consultant fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause-16 of GCC.</p> <p>iv. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(b) In the event the Odisha Power Transmission Corporation Limited terminates the Contract in whole or in part, pursuant to GCC Clause30, 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 Consultant shall be liable to the Odisha Power Transmission Corporation Limited for any additional costs for such similar Services. However, the Consultant shall continue performance of the Contract to the extent not terminated.</p>
	32.3	<p>Termination for Insolvency:</p> <p>Odisha Power Transmission Corporation Limited may at any time terminate the Contract by giving Notice to the Consultant if the Consultant becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Consultant, 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.</p>
	32.3	<p>Termination for Convenience:</p> <p>Odisha Power Transmission Corporation Limited, by Notice sent to the Consultant, 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 Consultant under the Contract is terminated, and the date upon which such termination becomes effective.</p>
	32.4	<p>Consequences of Termination:</p> <p>Upon Termination of the Contract, the Consultant shall:</p> <p>(a) Prepare and present a detailed exit plan within five calendar days of termination notice receipt to the or equivalent authority of Odisha</p>

			<p>Power Transmission Corporation Limited (“Exit Plan”)</p> <p>(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, Consultant shall prepare alternate plan within two calendar days. If the second plan is also rejected or equivalent authority will provide a plan for Consultant and it should be adhered by in totality.</p>
		32.5	The Consultant and or equivalent authority will sign a completion certificate at the end of successful completion (all points track ed to closure) of the Exit Plan.
33.	Cessation of Rights and Obligations	33.1	<p>Upon termination of this Contract pursuant to Clause-32.4 hereof, or upon expiration of this Contract pursuant to Clause-34 hereof, all rights and obligations of the Parties hereunder shall cease, except</p> <ol style="list-style-type: none"> Such rights and obligations as may have accrued on the date of termination or expiration, The obligation of confidentiality set forth in Clause-24 hereof, Any right which a Party may have under the Applicable Law.
34.	Cessation of Services	34.1	Upon termination of this Contract by notice to pursuant to Clause-30 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps as provided in Clause-30 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.
35.	Payment upon Termination	35.1	<p>Upon termination of this Contract pursuant to Clause-32 hereof, OPTCL shall make the following payments to the Consultant:</p> <ol style="list-style-type: none"> Consultancy Fee for Services satisfactorily performed prior to the effective date of termination; after adjustment of the dues to the Odisha Power Transmission Corporation Limited. Except in the case of termination pursuant failure to perform, insolvency of the Consultant, deliberate false submission by the Consultant 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.
36.	Assignment	36.1	The Consultant shall not assign to any other party, in whole or in part, their obligations under this Contract.
37.	Disclaimer	37.1	OPTCL reserves the right to share, with any consultant of its choice, any resultant Proposals, in order to secure expert opinion.

		37.2	OPTCL reserves the right to accept or reject any proposal deemed to be in its best interest.
38.	Public Disclosure	38.1	All services/ deliverables provided to OPTCL by contractor are subject to Country and Odisha public disclosure laws such as RTI etc.
		38.2	The Consultant'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 Consultant its written consent.
39.	Adherence to rules regulations and restriction	39.1	Consultant shall comply with the provision of all laws including labor laws, rules, regulations and notifications issued there under from time to time.
		39.2	The Consultant shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable rules and instruction. Consultant'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.
		39.3	The Consultant 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.
40.	Fairness and Good Faith	40.1	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
		40.2	Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause-16 hereof.
41.	Insurance	41.1	The Consultant shall take and maintain at their own cost, insurance coverage against the risks of their personnel and properties relating to this assignment.
42.	Conflict of Interest	42.1	The Consultant or 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.
		42.2	If the Consultant 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-32 of GCC. In the event a bidder is found to have conflict of interest ,their bid shall be liable to be rejected.
43.	Standard of Performance	43.1	The Consultant 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 Consultants 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.
44.	Expiration of Contract	44.1	Unless terminated earlier pursuant to Clause-32 hereof, this Contract shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payments of remuneration and reimbursable expenditures have been made.
45.	Conflict among assignments	45.1	Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants.
46.	Professional Liability.	46.1	The Consultant is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. As the Consultant'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 consultant's gross negligence or willful misconduct; (b) the consultant's liability to the OPTCL may in no case be limited to less than the total payments expected to be made under the consultant's contract, or the proceeds the Consultant is entitled to receive under its insurance, whichever is higher; and (c) any such limitation may deal only with the Consultant's liability toward the employer and not with the Consultant's liability toward third parties.
47.	Staff Appointment / Substitution.	47.1 47.2	During an assignment, if substitution is necessary (because of ill health or because a staff member proves to be unsuitable, or the Staff member is no longer working with the consultant), the Consultant shall propose other staff of at least the same level of qualifications for approval by the Owner. Such appointment/ substitution shall be made within a month's time failing which the OPTCL shall either hold up the payment or seek other remedies under the contract.

48.	Changes and additions in Consultant's scope of works	48.1	<p>OPTCL shall have the right to request Consultant in writing to make any changes, modifications, deletions and/ or additions to Consultant's scope of works. Consultant shall review such written requests and if such changes and additions would jeopardize fulfillment of any of Consultant's obligations under this contract, Consultant 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, Consultant 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 Consultant receives written authority from OPTCL on variation in prices and time schedule, Consultant will not be obliged to proceed with any such variation in the scope of works.</p>
49.	Intellectual Property	<p>49.1</p> <p>49.2</p> <p>49.3</p>	<p>OPTCL shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all Source code, Object code, records, reports, designs, application configurations, data and written material, products, specifications, reports, drawings and other documents which have been newly created and developed by the Consultant solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Consultant undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to OPTCL and execute all such contracts/ documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of OPTCL.</p> <p>To the extent that Intellectual Property Rights are unable by to so vest, the Consultant assigns those Intellectual Property Rights to OPTCL on creation.</p> <p>The Consultant shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Consultant shall keep OPTCL indemnified against all costs, expenses and liabilities what so ever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/ license terms or infringement of any Intellectual Property Rights by the Consultant or its personnel during the course of performance of the Related Services. In case of any infringement by the Consultant, the Consultant shall have sole control of the defense and all related settlement negotiations.</p> <p>Subject to sub-clauses 49.1 to 49.2, the Consultant shall retain exclusive ownership of all methods, concepts,</p>

			trade secrets algorithms, software documentation, other intellectual property or other information belonging to the Consultant that existed before the effective date of the Contract.
50.	Non-Solicitation of Staff	50.1	For the purpose of this contract, both parties to this contract agree, not to solicit either directly or indirectly with a view to provide or offer employment to, offer to contract with or entice a staff member of the other party to leave without the consent of the other during the term of this contract and for an additional period of 180 days after termination.

Section-VI :

Bid Evaluation Methodology (QCBS methodology)

The evaluation of the Bid shall be carried out based on the QCBS Methodology (70 :30) in the following steps;

- a. The evaluation of eligibility criteria as mentioned at Section-IV.
- b. The evaluation of Techno-commercial Proposals of eligible bidders at (a.) above.
- c. The evaluation of price proposal of the techno-commercially qualified bidders at (b.) above.
- d. For final evaluation, the weight of the Techno-commercial Proposal is set to 70% and Price Proposal is set to 30%.

The Techno-commercial proposal evaluation criteria of eligible bidders are set out below:

Technical scoring will be done on the basis of capabilities, experience & technical proposal submitted. The matrix for technical proposal evaluation and scoring methodology is given below. Necessary documentary evidence(attested Xerox copy) should be submitted along with the technical bid for evaluation and assignment of marks. The original copies of documentary evidence should be brought at the time of opening of technical bid for verification .

S.N	Description of Criteria	Max Weight-age	Acceptable supporting documents/ Presentation
1.	<p><u>Existence of the Firm:</u> The bidder should be a reputed Company incorporated and / or registered in India and should be in continuous existence for last 5 years ending 31.03.2016 and holding CMM 3, ISO 27001 certifications and security Assessment Centers in India.</p> <ol style="list-style-type: none"> i. 5 years and above- 03 Marks ii. Holding CMM 3 -02 Marks iii. Holding ISO 27001 Certification - 5 iv. Existence of Security Information Event Management/ Assessment/Mitigation Centre In India(SOC). - 5 	15	<ol style="list-style-type: none"> i. Certificate of Incorporation / Registration Certificate ii. Certificates in support of Company being CMM - 3 & ISO 27001
2.	<p><u>Experience:</u> Bidder should have experience in providing consultancy in Information Security Audit and ISO 27001 certification in minimum of three separate assignments in Sate govt./Govt. of India utilities /PSUs during last five years covering the scope Mentioned in section-IV</p> <ol style="list-style-type: none"> i. Three Assignment- 10 Marks ii. Each additional Assignment 5 Marks each 	20	Based on the details of such proj. undertaken as per the format FORM (F- 3) supported with

3.	<p><u>Successful Execution of the Project:</u></p> <p>At least one such project should have been In successful audit and operation for at least one year in any Transmission Utility having SCADA infrastructure .</p> <p>i. One Assignments - 5Marks iii. Each additional assignment -5Marks</p>	20	Based on the details of such assignments undertaken as per the format FORM (F- 3) supported with relevant documents.
4.	<p><u>Turn Over:</u></p> <p>The Average Annual Turnover of the consultant firm from India operations during the last three financial years should not be less than Rs. 2 Crores.</p> <p>i. Rs. 2 Crore- 05 Marks ii. Above Rs. 2 crore and up to Rs.5 Crore- 7.5 Marks. iii. Above Rs. 5 crore –upto 50 Cr -10 Marks iv. Above 50 Crs - 15 Marks</p>	15	<p>1. Based on the Annual Accounts for last three years.(ending 31.03.2015).</p> <p>2. Based on the Chartered Accountants Certificates in FORM (F-4).</p>
5.	<p><u>Presentation:</u></p> <p>i. Requirement Understanding (maximum 05 Marks) ii. Approach & Methodology (maximum 05 Marks) iii. Delivery & Execution Plan with deployment of specified Manpower and time lines thereof (maximum 05 Marks)</p>	15	<p>1. Based on the Presentation by the Project Manager (For i, ii and iii) .</p> <p>1. Resume/ CV as submitted in Form-F2 for (v and vi)</p>
	<p><u>Team Experience</u></p> <p>i. Project Manager Expertise & Experience (maximum 5 Marks) >=5 years – 2 Marks, >=7 years – 5 Marks ii. Certified Information Security Professionals (0.5Marks each)</p>	15	
	Total Marks	100	

Bidder's scoring points of 70 and above in the Techno-Commercial Proposal Evaluation (TPE), will qualify for Price Proposal Evaluation. The TPE score of Techno-Commercial qualified bidders would be standardized on a scale of 100, with highest point being standardized to 100 and the rest being awarded on pro-rata basis.

The individual bidder Techno-Commercial marks will be standardized as per the formula below:

$$T_s = (T_b / T_{max}) * 100$$

Where,

T_s = Standardized Techno-Commercial score for the bidder under consideration

T_b = TPE points for the bidder under consideration

T_{max} = maximum TPE points obtained by any bidder

Price Proposal Evaluation:

The Price bids of those bidders, who qualify the Techno-Commercial Proposal Evaluation as mentioned above, will only be opened.

All other Price bids will be returned un-opened. The Price bids (as per the price bid format provided at schedule) of Techno-Commercial qualified bidders shall be evaluated as below:-

The lowest price bid (Cmin) will be given the maximum financial score (Cn) of 100 points. The financial scores (Cn) of the other Techno-Commercial qualified Price bids will be inversely proportional to the quoted price and shall be computed as per the formula given below:

$$C_n = 100 * (C_{min} / C_b)$$

Where,

Cn = financial score for the bidder under consideration

Cb= price quoted by the bidder under consideration

Cmin=minimum price quoted by any bidder

Final Evaluation of the Bid

All the bids which have undergone Techno-Commercial & Price proposal evaluation process as per Section VI above shall be considered for the final evaluation of the bids.

The method of final evaluation of the bids is described as follows:

- Bids will be ranked according to their combined technical (Ts) and financial (Cn) scores using the weights

W_T= 0.70 the weight given to technical bid;

W_C=0.30, the weight given to the Price bid.

The combined Techno-Commercial & Price score (S) for the bidder under consideration shall be computed as per the formula given below:

$$\text{Final Score} = (T_s \times W_T) + (C_n \times W_C)$$

The bidder achieving the **highest combined Techno-Commercial & Price score (S)** would be considered for award of the contract.

In case two bidders have same Final Score, the bidder having higher Techno-Commercial score would be considered for award of the contract.

Section-VII:
Bidding Forms

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

From:
To:

Sir,

Sub: Appointment of Auditor/ Consultant for ISMS audit for OPTCL

TENDER Reference No. _____

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

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):

CV of Project Manager & Certified Auditor/ Consultant for ISMS audit

The format for submission of CVs is the following:

- 1.Name:
2. Present Designation:
- 3.Years with firm:_____
4. Area of Specialization: _____
5. Details of Certification:
6. Date of Birth:
7. Proposed Position in Team:
8. 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.

Education/ Training Programs: (Under this heading, summarize college/ university and other specialized education of staff member, giving names of colleges, dates and degrees obtained)

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: 1. Certified supporting documents to be enclosed evidencing the above credentials of such personnel mentioned above.

Project Experience Form (F-3):

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

Experience details should be submitted against each of the qualifying requirements as mentioned in Section-III 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. Besides, the bidder is also required to submit the citation / work completion certificate from the authority of the client in original to substantiate the authenticity of the work completed.

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 finish, if any.	Relevant Proof submitted (Y/ N)

Signature : _____

Seal:

Full Name: _____

Address: _____

NB: All proofs in the form of successful completion certificates from Clients should be uploaded.

Form (F-4):
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:.....

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:

Phon

e No:

Email

Id:

Note:

1. 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-5): DEVIATIONS SCHEDULE

Bidder's Name & Address

To,

Chief General Manager (IT),
Odisha Power Transmission Corporation Limited.
Janpath, Bhubaneswar-7510 22,
Odisha

Dear Sirs,

Sub: Deviations to the Scope of Works, Deliverables and Services.

We hereby undertake to provide the consultancy work without any deviation to the scope of works, deliverables and services and terms and conditions contained in the TENDER.

We hereby undertake to provide the consultancy work with following deviation to the scope of works, deliverables and services and terms and conditions contained in the TENDER.

NIT	TENDER Reference	Deviation to the Scope of Work s, Deliverables and Services 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.

(This form shall be duly filled-up, signed by the bidder as a token of acceptance without/with the deviations to the scope of works, deliverables and services terms and conditions contained in the TENDER Acceptance of deviations shall be at sole discretion of the OPTCL.)

Form (F-6): Acceptance of Important Term s & Conditions

Bidder’s Name & Address

To,

Chief General Manager (IT),
Odisha Power Transmission Corporation Limited.
Janpath,Bhubaneswar-7510 22,
Odisha.

Sub.:-----

With reference to your TENDER No. ----- dated -----
-- for “Appointment of Consultant/auditor we here by confirm that we have read the provisions of the tender document on the following aspects and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of these provisions 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 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:

Place:

(Signature).....
(Printed Name).....
(Designation).....
(Common Seal).....

FORM (P-1):
Price Proposal (to be submitted on Firm’s Letterhead)

From : _____

To: _____

Sir,

Sub.: Appointment of Consultant for ISMS Audit Project, Reference No.

.....

I _____(Bidder) herewith enclose Price Proposal against the subject TENDER for Appointment of Consultant /Auditor.

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 &Address:**Bidder's Name:**.....**Address:**.....

.....

PRICE BID

1 .	2 .	3	4
Sl. No.	Description	Nature of the Price	Consultancy Fee excluding Service tax in INR
1	Consultancy Fee for appointment of auditor/consultant for implementation of ISMS as per ISO-27001:2005 etc as per Scope at Section IV .	Lump sum Fee	
(Rupees in) Only			

Date: (Signature)

Place: (Printed Name)

(Designation)

(Seal)

Note:

- The quoted Lump sum Fee for deliverables shall be FIRM and inclusive of all overhead, out of pocket expenses, travel, boarding, lodging, visits and taxes and duties except Service Tax.
- Price evaluation (QCBS Methodology at section-VI) will be made taking in to account the Fee quoted by the Bidder excluding service tax.
- OPTCL will not pay and/ or reimburse anything over and above the quoted fee except service tax.
- Service tax as applicable shall be reimbursed against documentary evidence.
- The breakup of the quoted price has to be submitted in an annexure with respect to Deployment of Manpower and incidental expenses.

Section VIII: Contract Forms

ANNEXURE– I

Contract Form

(To be executed on non-judicial stamp paper)

CONTRACT NO.:.....

THIS CONTRACT made the day of 2014, 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 (hereinafter “**the PMC**” which expression shall include its successor, administrator and assigns), of the other part:

WHEREAS OWNER invited bids for Services, viz., Appointment of and has accepted a Bid by the PMC, 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 .(As enclosure –I)
 - ii. Accepted General Conditions of Contract. (As enclosure –II)
 - iii. Accepted Techno- Commercial Proposal. (As enclosure –III)
 - iv. Accepted Price Proposal after negotiation. (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.

In consideration of the payments to be made by OWNER to the PMC as indicated in this Contract, the PMC hereby covenants with OWNER to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

OWNER hereby covenants to pay the PMC in consideration of the provision of the 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.

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.

I N W I T N E S S 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 PMC:

Name:.....

Designation:.....

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

In the Presence of

Witness – 1 1.
(Name & Address)

Witness – 1
(Name & Address)

Witness – 2 2.
(Name & Address)

Witness – 2
(Name & Address)

ANNEXURE- 2

Contract Performance Bank Guarantee
(To be executed on non-judicial stamp paper as per Stamp Act)

B.G. No-
Date of Issue:
B.G. Amount:
Expiry Date: 11-03-2019

To,
The Chief General Manager (IT)
ODISHA POWER TRANSMISSION CORPORATION LIMITED
(A Govt. of ODISHA Undertaking)
Registered Office: Janpath,
Bhubaneswar-751022

This guarantee Bond is executed this _____ by us the UCO Bank at Vivekanada Marg,
Balasore-756001, Odisha.

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- _____ dtd. _____ and letter vide reference No. _____ dtd. _____ (herein after called The Contract) on M/s _____ (herein after called “The Contractor”) to provide consultancy/ conduct Information Security Audit of SCADA and DATA Centre of OPTCL, SLDC and GRIDCO (as mentioned in scope of work

AND

Whereas the contractor has agreed to provide consultancy/conduct Information Security Audit of

SCADA and DATA Centres of OPTCL, SLDC and GRIDCO (as mentioned in the scope .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 OPTCL a Composite 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 UCO Bank (hereinafter referred to as 'the Bank') do hereby undertake to pay to the OPTCL an amount not exceeding Rs.(Rupees. 13,02,408.00) 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 UCO 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.13, 02,408.00 (Rupees. Thirteen lakh two thousand four hundred eight only)

(3) We (the UCO Bank) also undertake to pay 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 UCO Bank) further agree that the 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, ODISHA 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 guarantee.

(5) We (the UCO 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 relation to sureties would but for this provisions have effect of so relieving us.

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

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

(8) We (the UCO Bank) further agree that this guarantee shall also be evocable at our place of business at Bhubaneswar in the state of ODISHA.

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed **Rs.** (Rupees. only)
- II. This bank guarantee shall be valid up to .10-12-2018
- III. 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 .11-03-2019 failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Witness 1

Witness2

Name and Address

Name and Address