



ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Govt. of ODISHA Undertaking)

Registered Office: Janpath, Bhubaneswar – 751022

LIMITED TENDER NOTICE NO. TW-IT/OT/06/2016-17 DATED 03.11.2016

Chief General Manager(IT), OPTCL, 3rd Floor, OPTCL TOWER, Janpath, Bhubaneswar on behalf of OPTCL invites single part sealed bids from eligible bidders for “**Supply, Installation and Commissioning of Video Conferencing Facility at Power Training Centre, OPTCL, Chandaka**” confirming to the terms and conditions mentioned as follows.

1. COST OF TENDER DOCUMENT AND EMD :

- | | | |
|--|---|--|
| a. Tender Cost* | : | 2100/- (non-refundable) including VAT@5% |
| b. EMD* | : | 4900/- (refundable) |
| c. Mode of Paying Tender Cost and EMD | : | Separate Demand Draft for Cost of Tender document and EMD payable to DDO, Headquarters office, OPTCL, Bhubaneswar. The DD must be issued by a nationalized bank on or before the last date for submission of Bid.
The same can also be deposited by cash at the cash counter of DDO HQRS., office between 11: 00 hrs. to 16:00 hrs. on all working days and should submit the money receipt along with the bid. |
| d. Last date of submission of bid | : | 10.11.2016, 13.30 hrs. |
| e. Opening of Tender Bid | : | 10.11.2016, 16:00 hrs. |
| f. Place of submission and Opening of Bids | : | Office of Chief General Manager (IT), 3 rd Floor, OPTCL Tower, OPTCL, Janpath, Bhubaneswar – 751022. |

* Tender papers 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.**

2. SCHEDULE OF QUANTITY

Sl. No	Item	Qty.
1.	Room based Video Conferencing End Point (CODEC with Camera)	1 Set

(Note:

1. Detailed Technical specifications are attached as Annexure-A
2. Any additional audio/video infrastructure required for complete seamless integration of the supplied Video Conferencing Equipment with the existing Audio/Video Infrastructure shall be borne by the bidder.
3. Any licenses, if required for CODEC with camera must be pre-installed and no extra charge shall be borne by OPTCL)

3. SCOPE OF WORK

The **Scope of work** includes:

- i) Supply, Installation and Commissioning of Video Conferencing Facility at Power Training Centre, OPTCL, Chandaka with one year OEM warranty from the date of UAT sign off.
- ii) Comprehensive Annual Maintenance Contract (AMC) Support for Five years from the date of expiry of warranty period.

Video Conferencing Facility is required to be implemented at Power Training Centre, Chandaka for linking with reputed institutes & organizations from across the country for the participants of PTC, Chandaka, so that guest faculty services like remote lecture sessions and virtual workshops can be obtained from such institutes & organizations.

The supplied equipment should seamlessly integrate with the existing Audio/Visual system already installed at the mentioned location. The details of the Audio/Visual Infrastructure are listed below:

Existing Audio/Visual Infrastructure at Power Training Centre, Chandaka:

Sl. No.	Item	Make	Model Number
1	Display Unit [Sony Bravia LED TV 65 inch(165cm)]	SONY	KDL-65HX925
2	Audio System		
	i) Amplifier	AHUJA	SSA-160DP
	ii) Wireless Mic	AHUJA	AWM-520VHL
	iii) 2 Nos. of Wall Mount Speaker	AHUJA	-

4. TIME SCHEDULE

Sl. No.	Scope of Work	Time Schedule
1	Acknowledgment of LOA	Within 02 days from the date of issue of LOA.
2	Supply, Installation & Commissioning of Video conferencing Facility at Power Training Centre, OPTCL, Chandaka as per instruction of CGM(IT) and as per the Scope of works and Technical Specification along with its trail run and acceptance.	Within 10 days from the date of acknowledgment of LOA
3	Signing of the CAMC Agreement	Before Submission of Bills against the supply, installation and commissioning of the above mentioned items

5. QUALIFICATION OF THE BIDDER

4.1 The bidder must be an Authorised Dealer by the OEM and provide the Authorization letter from the OEM with the BID.

4.2 Bidder shall be financially sound and must not be anticipating any ownership change for three years from bid submission. **An undertaking to this effect shall be submitted by the Bidder.**

4.3 **All the supporting documents as below are to be signed and submitted.**

Sl. No	Document / Description
1.	Bid Declaration Form. <i>(As per prescribed format in Annexure-B)</i>
2.	DD/Money receipt towards EMD and cost of tender document. <i>(As per prescribed format in Annexure-B)</i>
3.	Authentic copy of registration Certificate as MSE unit if any, for claiming free of cost of tender document and 50% EMD exemption
4.	Authorization certificate from OEM/Principal to supply the Video Conferencing System and provide service support.
5.	Price Schedule along with the Bid as per the format mentioned. <i>(As per prescribed format in Annexure-C)</i>
6.	Photocopy of PAN No
7.	Photocopy of TIN
8.	Photocopy of Sales Tax Clearance (Latest)
9.	Photocopy of IT Clearance (Latest)
10.	Service Tax Registration Certificate
11.	Undertaking for no ownership change
12.	Undertaking for seamless integration of the Supplied Video Conferencing

Equipment with the existing Audio/Visual Infrastructure already installed at the location. <i>(As per prescribed format in Annexure-B)</i>
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6. OPENING OF BIDS

Bids will be opened in the presence of Bidders or Bidder's representatives, at the specified date and time.

7. GENERAL INSTRUCTIONS TO BIDDERS

- i. OPTCL reserves the right to cancel/withdraw the invitation for bids without assigning any reasons and shall bear no liability whatsoever consequent upon such a decision.
- ii. No interest shall be paid on Earnest Money Deposit.
- iii. Earnest Money will be forfeited if the tenderer fails to accept the letter of intent and / or Purchase orders issued in his favour as well as satisfactory completion of the project.
- iv. In the case of un-successful tenderer, the Earnest Money will be refunded immediately after the tender is decided. In the case of successful tenderer, this will be refunded only after furnishing of Composite Performance Bank Guarantee.
- v. After opening of tenders and within the validity period, no reduction or Enhancement in price will be entertained. If there is any change in price, the tender shall stand rejected and E.M.D. deposited shall be forfeited. In case of bidders who are exempted from depositing E.M.D. and who revise their price within the validity period, the bids for similar items against subsequent tender call notice of OPTCL, may not be considered.
- vi. If required, the Tenderers may be asked to extend the validity period of bids under the same terms and conditions as per the original tender except for the change in delivery period, In such an event the Tenderers are free to change any or all conditions of their bids including price at their own risk.
- vii. Conditional Offer: Conditional offers shall not be accepted
- viii. In the event of discrepancy or arithmetical error in the schedule of price, the decision of the purchaser shall be final and binding on the tenderer.
- ix. For evaluation the price mentioned in words shall be taken as final, if there is any difference in figure and words in the price bid.

- x. Sub-contracting of the work will not be allowed.
- xi. Contract will be awarded to the L1 bidder who completely meets the technical requirements of the tender.

8. INSPECTIONS AND PHYSICAL VERIFICATION

If required, the Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.

9. DELIVERY AND INSTALLATION SCHEDULE

- a) Free delivery should be made at the place as mentioned below:
Power Training Centre, OPTCL, Chandaka, Bhubaneswar – 751 024.
- b) The delivery period, installation and commissioning of ***the items ordered, as specified, should not exceed 12 days*** from the date of placement of purchase order.
- c) The Supplier will abide by the job safety measures during installation of ordered items and connection/configuration.
- d) **Consignee :**
Sri. Ajaya Kumar Das, Dy. General Manager(HRD), Power Training Centre, OPTCL, Chandaka shall be the consignee.

10. CONTRACT'S DEFAULT LIABILITY

- i) The purchaser may upon written notice of default to the contractor terminate the contract in circumstances detailed hereunder.
 - a) If in the judgment of the purchaser, the contractor fails to make delivery of equipment within the time specified in the contract or within the period for which extension has been granted by the purchaser, to the contractor.
 - b) If in the judgment of the purchaser, the contractor fails to supply with any of the other provisions of this contract.
- ii) In the event purchaser terminates the contract in whole or in parts, the purchaser reserves the "right to purchase" upon such terms and in such a manner as he may deem appropriate equipment, similar to that of terminated and the contractor will be liable to the purchaser for any additional costs for

such similar equipment and/or for penalty for delay as defined in penalty clause (Clause-18) until such reasonable time as may be required for the final supply of equipment. Execution of contract under such circumstances shall however be on express written willingness of both the parties.

11. REJECTION OF MATERIALS

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

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

12. EXTENSION OF TIME

If the delivery of equipment/materials is delayed due to reasons beyond the control of the contractor, the contractor shall without delay give notice to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice may agree to extend the contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract.

13. WARRANTY & COMPREHENSIVE AMC

The vendor shall warrant the supplied Items mentioned above for 1(One) year. This warranty, from OEM, shall remain valid for twelve (12) months from the date of UAT sign-off. The vendor shall provide 5 years Comprehensive AMC Support post 1 year warranty.

The free comprehensive support during the warranty and CAMC period will include the following:

- a) The vender shall rectify the fault within 24 hours from the time of registration of the call.
- b) The vendor shall be responsible for any defects that may arise out under normal usage due to faulty materials attached to the system, designing lacuna or poor workmanship. The vendor shall have to take immediate remedial measure for such defects at his own cost when called upon to do so by the Purchaser.
- c) The vendor should also guarantee that the equipment and its accessories supplied are complete and fully compatible in every respect, and conform to technical specifications of design, material and workmanship mentioned in the quotation. The vendor should also guarantee that the equipment and its accessories supplied would perform satisfactorily as per requirements mentioned in the specification.
- d) In case of violation of any of the conditions of warranty (for one year). The Composite Bank Guarantee shall be invoked by OPTCL. In case the violation of the condition of warranty is not set right by the vendor, the Composite Bank Guarantee shall be extended beyond three years for which the vendor shall request the banker for the same. The formalities for extension of warranty should be completed well in advance of the expiry of warranty period by the vendor/bidder, otherwise OPTCL will be forced to invoke the said Composite Bank Guarantee.
- e) If any equipment gives continuous trouble, say six times in one month, during the warranty period, the Supplier shall replace the equipment with new equipment without any additional cost to the Purchaser.
- f) In case, the downtime of a unit exceeds 24 hours and the fault is not rectified or faulty equipment not replaced within stipulated period, a penalty of Rs.100/- per day per faulty unit will be charged and will be recovered from the performance guarantee or from any sum thereafter that may become due to the vendor out of this contract or any other contract with OPTCL, Bhubaneswar. 24 hours or part thereof beyond the stipulated downtime shall be counted as a full day for calculation and imposition of penalty.

g) During the CAMC period, the vendor shall provide quarterly preventive maintenance to all the equipment of Video Conferencing System. In case of the firm fails to conduct the quarterly preventive maintenance of any of the supplied Equipment of the contract during the CAMC period, a penalty of 25% of the contract amount for that quarter and the penalty amount shall be deducted from the Composite Bank Guarantee of the firm.

NOTE: The penalty will be adjusted from the Composite Bank Guarantee till it exceeds 50% of the guarantee amount at which point, the Chief General Manager (IT), OPTCL reserves the right to cancel the contract. In such cases, the full amount of Composite Bank Guarantee shall be forfeited to the OPTCL.

14. VALIDITY

Prices and conditions of sale of the offer should be valid for a period of 90 days from the date of opening of the tender. However, the tenderer shall confirm in writing in the tender in this regard, otherwise, must mention his validity period in writing in the tender failing which the tender shall be rejected.

15. TERMS OF PAYMENT

i. Supply, installation and commissioning of the Video Conferencing Facility:

(b) 90% payment shall be released on receipt of items in good condition on delivery, verification and stores entry of the all ordered Software Items

The following documents shall be submitted for releasing 90% amount of the contract price.

- (i) Bills in Triplicate;
- (ii) Delivery challan;
- (iii) Installation Certificate;
- (iv) OEM warranty certificate for 1 year from the date of installation;
- (v) Inspection & Verification Certificate
- (vi) UAT Certificate

(c) Balance 10% shall be released on production of the following documents.

- (i) Bills in Triplicate,
- (ii) 10% CPBG valid for 13 months.

ii. Comprehensive AMC for 5 years:

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

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

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

No advance payment in any form will be made.

16. PAYING AUTHORITY:

Drawing and Disbursing Officer of OPTCL, Headquarters, Bhubaneswar shall be the paying Officer for this contract.

17. COMPOSITE BANK GUARANTEE

A composite Bank Guarantee at the rate of 10% (Ten percent) of the value of the total contract shall be furnished from any Nationalized/Scheduled Bank to the Chief General Manager (I.T), OPTCL within 30 (thirty) days of issue of the purchase order, executed in a non-judicial stamp paper worth of Rs.50/- (Rupees Fifty) only subject to change as per ODISHA Stamp Duty Act valid for a period of 13 (thirteen) months from the schedule date of UAT sign-off strictly as per proforma enclosed, towards security, 100% payment and performance guarantee purposes failing which the purchase order will be treated as cancelled. In the event of any breach or default in all or any of the conditions set forth and provided in the purchase order, the purchaser may forfeit the whole amount of the composite bank guarantee. The forfeiture of the composite Bank guarantee shall not in any way affect, limit or extinguish any remedy or relief to which the above authority may at any time be lawfully entitled. The Bank Guarantee for CAMC shall be furnished 2 months prior to the completion of the original Bank Guarantee, otherwise the original Bank Guarantee shall be encashed by OPTCL.

No interest will be payable on Composite Bank Guarantee amount.

18. PENALTIES TOWARDS NON PERFORMANCE

i. Penalty for Supply:

Delay in execution of any supply order against this tender shall attract penalty. If the supplier fails to complete the delivery as per delivery schedule specified, OPTCL shall recover from the supplier as penalty a sum of 0.5% of the item value of the undelivered portion (item) for each calendar week or part there of subject to a maximum of 5% of the ordered unit license price. Imposition of penalty is however subject to force majeure conditions.

ii. Penalty for AMC:

If the firm fails to attend & rectify the Installed and Commissioned Equipment during Comprehensive AMC Support beyond two (02) working days from the date of intimation by OPTCL, OPTCL may without prejudice to all its other remedies under the Contract, impose penalty, a sum of Rs. 100.00 per day of delay beyond stipulated time period (after 02 working days), up to a maximum of 5% of contract price of the Comprehensive AMC. Besides, in case the firm fails to conduct the quarterly preventive maintenance of Installed and Commissioned Equipment, a deduction of 25% of the AMC quarterly charges shall be made from the Invoice of the firm.

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

19. FORCE MAJEURE

The supplier shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force majeure such as acts of God, acts of the public enemy, acts of Govt., Fires, floods, epidemics, Quarantine restrictions, strikes, Freight Embargoes / failure in downloading, activating the license due network problems, server down, link failure, site not ready, consignee absent and provided that the supplier shall within Ten (10) days from the beginning of such delay notify the purchaser in writing of the cause of delay along with

documentary evidence. The purchaser shall verify the facts and grant such extension, if facts justify.

20. INSURANCE

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

21. PAYMENT DUE FROM THE CONTRACTOR

All costs and damages, for which the contractor is liable to the purchaser, will be deducted by the purchaser from any money due to the contractor under the contract or through the composite Bank Guarantee submitted by him.

22. JURISDICTION OF THE HIGH COURT OF ODISHA

Suits, if any, arising out of this contract shall be filed by either party in a court of law to which the jurisdiction of High Court of ODISHA, Cuttack extends.

23. RIGHT TO REJECT/ACCEPT ANY TENDER

The purchaser reserves the right either to reject or to accept any or all tenders. The purchaser has exclusive right to alter the quantities of materials at the time of placing final purchase order. After placing of the order the purchaser may defer the delivery of the materials. It may be clearly understood by the tenderer that the purchaser need not assign any reason for the above action.

24. CONTRACTOR'S RESPONSIBILITY

Notwithstanding anything mentioned in the specification or subsequent approval or acceptance of the purchaser, the ultimate responsibility for design of materials and satisfactory performance shall rest with the tenderers.

25. LANGUAGE AND MEASURES:

All documents pertaining to the contract including specifications, schedule, notices, correspondences, operating and maintenance instructions, drawings, Installation Manuals, User Guides or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in this contract.

26. CORRESPONDENCES:

- (i) Any notice to the contractor under the terms of the contract shall be served by Registered mail or by hand at the contractor's principal place of business.
- (ii) Any notice to the purchaser shall be served at the OPTCL's principal office in the same manner.

27. LEGAL ADDRESS OF THE PARTIES:

The address of the parties to the contract shall be specified.

PURCHASER:

Chief General Manager (IT), Odisha Power Transmission Corporation Ltd.
3rd Floor, OPTCL Tower, Janapath,
Bhubaneswar – 751 022, ODISHA, India

CONTRACTOR:

(TO BE FILLED BY THE TENDERER)

28. COPY RIGHT PROTECTION OF TENDER DOCUMENT:

The contractor shall treat the details of the Specification and other Tender documents as private and confidential and they shall not be reproduced without written authorization from the purchaser.

Chief General Manager(IT),OPTCL

ANNEXURE-A: DETAIL TECHNICAL SPECIFICATIONS

Technical Specification for 1 unit of Codec with Camera		
The VC End Point should be a Codec based hardware & Camera should be detachable. No software based solution is accepted. All components of the VC system like Codec and Camera should be from the same OEM.		
Sl. No.	Parameter	Specifications
1	Package	<ol style="list-style-type: none"> 1. Full HD 1080p camera, codec, cables, and remote control. 2. It should seamlessly integrate with the existing Audio/Video System installed at the designated location. 3. If any additional audio/video equipment or license is required for full system integration then it shall be borne by the bidder.
2	Video Standards and Resolutions	<p>It should support the following standards and resolution:</p> <ol style="list-style-type: none"> 1. It should support H.323, SIP standards for communications. 2. It should support H.263, H.264 AVC/ SVC/ H.264 High Profile/ H.264 VBR/H.264 CBR, H.264, H.239 3. It should support 1080p @ 60 fps/ 1080p @ 30 fps, 720p @ 60 fps/ 720p @ 30fps
3	Content Standards and Resolutions	<ol style="list-style-type: none"> 1. It should support content sharing using standard based H.239 2. It should transmit both people and content both simultaneously to the far end location at 1080p 30fps
4	Audio Standards and Features	<ol style="list-style-type: none"> 1. It should support G.711, G.728, G.729/GIPS/MPEG4/AAC, G.722,G.722.1 or better
5	Video and Audio Inputs	<ol style="list-style-type: none"> 1. 1 x HD input for connecting HD camera 2. 1 x HD input for connecting a secondary HD camera (for future requirement) 3. 1 x Microphone Input 4. USB 3.0 or 2.0
6	Video and Audio Outputs	<ol style="list-style-type: none"> 1. 1 x HDMI input for connecting to the display unit 2. 1 x VGA
7	Other Interfaces	<ol style="list-style-type: none"> 1. 1 x 10/100/1000 LAN port or 1x RJ45 LAN ports 2. minimum 2 x USB 2.0 or USB 3.0 3. minimum 1 x RS-232, 8-pin mini-DIN
8	Camera	<ol style="list-style-type: none"> 1. It should support 1080p at 30fps or 1080p at 60fps 2. It should support minimum 12x Optical Zoom or higher 3. It should support PAN Range of +/-100° (min.) 4. It should support Tilt Range of +/-20° (min.) 5. It should support Horizontal Field of View of at least 65° 6. Full HD 1080p PTZ Camera
9	Network Features	<ol style="list-style-type: none"> 1. H.323 and SIP bandwidth up to 4 Mbps 2. IPv4 and IPv6 compliant 3. H.323 based Packet Lost Recovery
10	Security	<ol style="list-style-type: none"> 1. Media Encryption (H.323, SIP): AES-128/ AES-256 2. Authenticated access to admin menus, web interface 3. Local account password policy configuration
11	Recording and Storage	<ol style="list-style-type: none"> 1. The system should support recording and storage feature 2. The recording and storage can be local or it can record and store in the "Recording and Streaming Server" installed at OPTCL, Head Quarter office, Bhubaneswar

ANNEXURE-B: FORMS AND FORMATS

NO-OWNERSHIP CHANGE DECLARATION

To:

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

TENDER NOTICE NO : For “Supply, Installation and Commissioning Video Conferencing Facility at Power Training Centre, Chandaka, OPTCL”

Dear Sir,

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

Yours faithfully,

(Bidder details with authorized signatory name & designation)

**SEAMLESS INTEGRATION WITH EXISTING AUDIO/VIDEO INFRASTRUCTURE OF PTC,
CHANDAKA, OPTCL**

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

**TENDER NOTICE NO : For “Supply, Installation and Commissioning of
Video Conferencing Facility at Power Training Centre, OPTCL, Chandaka”**

Dear Sir,

We hereby confirm and undertake to supply, install and commission the Video Conferencing Equipment as per tender terms and conditions at designated locations of OPTCL and the entire system will be integrated and will work seamlessly with the existing audio/video infrastructure of PTC, Chandaka, OPTCL.

Yours faithfully,

(Bidder details with authorized signatory name & designation)

BID FORM

To:

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

Ladies and/or Gentlemen,

Having examined the bidding documents, including Addenda Nos. *(insert numbers)*, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the equipment, accessories & associated services under the Contract for "Supply, Installation and Commissioning of Video Conferencing Facility at Power Training Centre, Chandaka, OPTCL" in conformity with the said Bidding Documents for the sum of _____ *(Total Bid Amount in Words and Figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our bid is accepted, to deliver the Goods in accordance with in the stipulated delivery period as mentioned in the Bidding Documents.

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

We agree to abide by this bid for a period of 90 days from the date fixed for bid opening under Clause - 1 "Cost of Tender Document and EMD", and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

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

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

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

Dated this.....day of200.....

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

(IN BLOCK LETTERS)

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

This Guarantee Bond is executed thisday of 20_ by us the(Bank) at
..... P.O. P.S..... Dist..... State

WHEREAS THE ODISHA POWER TRANSMISSION CORPORATION LTD., a corporate body constituted under the Company Act, 1956 (herein after called "the OPTCL") has placed orders No.....Dt.....(hereinafter called "The Contract) on M/s..... (hereinafter called "The Contractor") having corporate office at <Address of Contractor> for supply, install, testing and commissioning of the AND

WHEREAS the Contractor has agreed to supply, install, testing and commissioning of at the OPTCL in terms of the said contract, AND

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

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

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

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

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

(4) We (the Bank.....) further agree that the 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 Bank Guarantee. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only if you serve upon us written claim or demand on or before **<Date of expiry of guarantee including claim period >**

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

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

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

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

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

NOTWITHSTANDING anything contained hereinabove:

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

For
(Indicate the name of the Bank)

Witness:

- 1.
- 2.

NOTE FOR TENDERERS:

- The B.G. is to be furnished in Non-judicial Stamp paper of Rs.50/- as applicable as per ODISHA Stamp Duty Act. From any Nationalized Bank.
- The stamp paper must be purchased in the name of the Bank issuing BG.

ANNEXURE-C: PRICE SCHEDULE FORMAT

Bidder's Name & Address:

a. Price Bid format for supply, installation, commission of the Video Conferencing Equipment along with 1 year warranty

1.	2.	3.	4.	5.	6.	7.	8.
Sl. No.	Description	Make	Model	Country of Origin	Quantity	Unit Rates inclusive of all taxes (in Rs.)	Total Cost (in Rs.) [8=6*7]
1	Room based Video Conferencing End Point (CODEC with Camera) including installation and commissioning cost and 1 year warranty				1 Set		

b. Price Bid format for Comprehensive AMC and Support for 5 years

1	2	3	4	5	6	7
Sl. No.	Description	Country of Origin	Quantity	Unit Rates (in Rs.)	Service Tax as applicable (in Rs.)	Total Cost (in Rs.) [7=(05+06)*20 Quarters]
	Comprehensive AMC and Support for 5 years post 1 year warranty		Lump sum			

Date:

(Signature)

Place:

(Printed Name)

(Designation)

(Common Seal)

Note:

- (1) In case of discrepancy between unit price and total, the unit price shall prevail.
- (2) Continuation sheets of like size and format may be used as per the Bidder's requirement and shall be annexed to this schedule.
- (3) The price shall include all custom duties, sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item, or the custom duties and other taxes paid on previously imported item offered ex-warehouse, ex-showroom, or off-the-shelf. These factors should not be entered separately.

ANNEXURE-C: COMPREHENSIVE AMC FORMAT

Annexure-II

PROFORMA FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT
(To be furnished in a Non-judicial Stamp Paper worth of Rs. 10/- (Rupees Ten only))

AGREEMENT NO. _____/

AN AGREEMENT MADE on the ____ day of _____ 2016 BETWEEN the ODISHA POWER TRANSMISSION CORPORATION LIMITED represented by the Chief General Manager (IT) (hereinafter referred to as "the Customer") of one part and M/s.- _____, a company / Partnership firm represented by _____ the Managing Director / Director / Area Manager (hereinafter referred to as "the Contractor") having its registered office at _____ on the other part ;

WHEREAS the Contractor being desirous of rendering such services as defined by the scope of this agreement at location _____ (hereinafter referred as "Authorized Location") under the General Terms and conditions herein ;

WHEREAS the Customer being desirous of utilizing such services as defined by the scope of this agreement is entering into a maintenance contract with Contractor;

Now this Agreement witness as follows:

Contractor agrees to maintain the _____ as detailed in schedule of Equipment hereinafter referred as the "VC Equipment", appended hereto for a period from To in accordance with the terms and conditions laid out in the Tender Document No..... dt..... and Work Order No. _____ Dt. _____ forming part of this agreement and provisions laid out later in the agreement at charges of Rs. _____. The said amount mentioned in the above mentioned order is one time charge and inclusive of any Taxes and/or other Governmental levies as applicable or becomes payable at the time of signing of the contract. The said maintenance charges are payable, on completion of each quarter. No claims for refund/ recovery will be made by the Customer at any time except as per the clause - 2.6

Scope of this Maintenance agreement:

1. The scope of this Service agreement is as follows.

- 1.1 Preventive Maintenance (PM): The Contractor will conduct routine check-up of the VC Equipment covered in the Clause-2 of the tender document No..... dt..... once in every three months. (Hence forth referred to as P.M. Period).
- 1.2 Problem Notification: Customer shall notify Contractor of any defect, errors and malfunctions in the equipment which prevent its smooth operation by the Customer.

Mode of Contact: Contractor shall provide Customer with telephone number (s) and / or other contact information in order to allow Customer to accomplish the required notification and lodge complaint. On receipt of complaint the Contractor shall

respond with a complaint Acceptance No. and all future reference to the particular complaint shall bear reference of such Acceptance No.

- 1.3 Contractor shall provide technical support services to Customer to diagnose Hardware defects, errors and malfunctions either by way of replacement/repair within reasonable period of time as mentioned in the Clause 18.2 of the tender document no..... dt..... as may be necessary to put the system back to operational condition. Contractor shall provide/assist Customers in using the Hardware in a way that can avoid diagnosed errors, malfunctions and defects.
- 1.4 In addition to the above if the contractor fails to provide preventive maintenance of any VC equipment during the preventive maintenance period, a penalty of 25% of the AMC value of the defaulted VC equipment for the P.M. period shall be imposed on the contractor.
- 1.5 Contractor shall be responsible to solve any Application program related problems or activities related to system administration like taking backups and restoring.

2. General Terms and Conditions of Maintenance service:

- 2.1 This service agreement is initially for the period mentioned in the agreement and is subject to renewal on expiry at the option of the Customer, for a further period at each time and so on unless specifically terminated by either party by giving minimum one month written notice, prior to the end of the maintenance contract period, under the agreement.
- 2.2 The maintenance service under this contract shall be provided by the Contractor directly.
- 2.3 The contractor shall respond to the calls registered by the user and resolve the problem within 2 working days.
- 2.4 The Customer shall provide adequate working space and adequate storage facilities for test equipment within the installation site, free of cost for the Contractor personnel. Customer will make the systems available to Contractor for maintenance purposes without any charge.
- 2.5 The Contractor shall render services during normal working hours of Customer's office on all working days.
- 2.6 In the event of the Contractor terminating the agreement for the reason attributable to its own, the customer shall be entitled for refund of 125 % of the maintenance charges on the pro-rata monthly basis for the left out period. For the purpose of this calculation, in case of termination in the middle of the month, any un-expired days below 15 days will be ignored and above 15 days shall be construed as a month, for that particular month.
- 2.7 The Customer shall not directly or indirectly, open, alter, try to tamper with or in any way do any act which will result in intruding with the internal operation of the machine (except routing input/output and data processing), and make any modification in the configuration existing at the time of signing this contract.

- 2.8 During the CAMC period, the vendor shall provide quarterly preventive maintenance to all the equipment of Video Conferencing System. In case of the firm fails to conduct the quarterly preventive maintenance of any of the supplied Equipment of the contract during the CAMC period, a penalty of 25% of the contract amount for that quarter and the penalty amount shall be deducted from the Composite Bank Guarantee of the firm.
- 2.9 If the firm fails to attend & rectify the Installed and Commissioned Equipment during Comprehensive AMC Support beyond two (02) working days from the date of intimation by OPTCL, OPTCL may without prejudice to all its other remedies under the Contract, impose penalty, a sum of Rs. 100.00 per day of delay beyond stipulated time period (after 02 working days), up to a maximum of 5% of contract price of the Comprehensive AMC. Besides, in case the firm fails to conduct the quarterly preventive maintenance of Installed and Commissioned Equipment, a deduction of 25% of the AMC quarterly charges shall be made from the Invoice of the firm. The above Penalty, if any, shall be recovered from the invoice of the Firms or from the Bank Guarantee or from the EMD.
- 2.10 In case, the downtime of a unit exceeds 24 hours and the fault is not rectified or faulty equipment not replaced within stipulated period, a penalty of Rs.100/- per day per faulty unit will be charged and will be recovered from the performance guarantee or from any sum thereafter that may become due to the vendor out of this contract or any other contract with OPTCL, Bhubaneswar. 24 hours or part thereof beyond the stipulated downtime shall be counted as a full day for calculation and imposition of penalty.
- 2.11 Non-Solicitation: During the course of this agreement customer or Contractor will not hire directly or through third party any of the Contractor or customer personnel respectively, without prior written consent from Contractor and/or customer until after 6 months from the date of separation of that employee from Contractor and/or customer from the date of conclusion/termination of this agreement, whichever is later. Customer will not have him/her as a consultant or adviser.
- 2.12 During the period when this product support agreement is in effect, the VC system covered under the contract shall not be relocated or shifted to a new location beyond the territory of the city/place where it is first located without prior written consent of Contractor. In case of relocation of the system, Contractor has a right to revise support charges depending on the new location. In the event of customer not abiding to this, Contractor reserves the right to terminate the agreement and the customer will not be entitled to any compensation whatsoever in such cases. Contractor will quote separately for the relocation charges.
- 2.13 Limitations of Liability: Contractor's liability under this agreement does not extend to upgrade the system without Contractor's consent. Under no circumstances, the Contractor's total liability shall exceed the amount paid by customer for services to be rendered, and in no event the Contractor shall be liable for any consequential, incidental or other damages, however caused, whether for breach of contract, negligence or otherwise not attributed to him.

- 2.14 Termination of Contract: If either party fails to comply with the terms and conditions of this Agreement, the other party may terminate this agreement upon fifteen (15) days written notice to the breaching party, specifying any such breach, unless the breach specified therein has been remedied within such fifteen (15) days period. Either party may terminate this agreement without cause and for any reason, upon (30) days written notice to the other party. If the contract is cancelled by the customer due to the reasons attributed to the contractor, the Customer shall be entitled for refund of the maintenance charge paid as per clause -2.6 without prejudice to the rights of the Contractor. On termination of this contract, the Customer may call upon Contractor to enter into a fresh support agreement with revised terms and conditions.
- 2.15 Force Majeure: Contractor shall not be liable or deemed to be in default of any delay or failure in performance stated herein under resulting directly or indirectly from causes beyond its reasonable control the fact of which to be given in writing to the satisfaction of the Customer and if the Contractor is prevented from performing its functions under this instrument for a period longer than three months, Contractor liability ceases under this agreement and then both the parties shall discuss the course of action to be taken afterwards.
- 2.16 Change of Ownership: The obligation of the Contractor under this contract shall cease forth with if the customer ceases to be the owner of the system.
- 2.17 Non-Transferable: The customer shall not be entitled to assign this service agreement or any benefit or interest herein to any other external agency without the prior written consent of the Contractor.
- 2.18 Jurisdiction: All disputes or differences between the parties to this agreement, touching or concerning the construction, meaning or effect of this agreement, or the respective rights and liabilities of the parties hereto, or their enforcement there under, shall be referred as per the provision of the Indian Arbitration Act 1960 and only courts at Bhubaneswar under the jurisdiction of High Court of Orissa shall have jurisdiction in all matters arising out of or connected with this agreement, who shall either decide the dispute or difference himself or appoint an arbitrator to decide the dispute or difference and refer it to such arbitrator for his award and the decision of the first mentioned person or his appointee shall be final and binding on the parties hereto.

3. Entire Agreement & Sever ability

This agreement together with the terms and conditions mentioned in the Tender Document No..... dt..... and Work Order No..... dt....., constitutes the entire agreement between the parties with respect to the subject matter hereof, taking precedence over and superseding any prior or contemporaneous oral or written agreements of understandings. Unless otherwise provided herein, this Agreement may not be modified, amended, rescinded, or waived, in whole or part, except by a written instrument signed by the duly authorized representatives of both parties.

The invalidity or un-enforceability of any terms or provisions of this agreement shall not affect the validity or enforceability of the remaining terms and

provisions which shall remain in full force and effect unless such invalidity or unenforceability does substantially alter the underlying intent of this Agreement or whether the invalid or unenforceable provision comprises an integral part of or are otherwise inseparable from the remainder of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated below:

WITNESSES

For Customer

CUSTOMER

1.

2.

Seal

For Contractor

CONTRACTOR

1.

2.

Seal