

ODISHA POWER TRANSMISSION CORPORATION LIMITED



TENDER SPECIFICATION NO. **TW-IT-OT- 03/2013-14.**

TENDER PAPER COST: ₹4,000/- + VAT @5%

DUE DATE & TIME OF TENDER SUBMISSION

12.08.2013 AT 01.30 P.M.

DUE DATE & TIME OF PRE-BID CONFERENCE

03.08.2013 AT 11.30 A.M.

DUE DATE & TIME OF TENDER OPENING

12.08.2013 AT 03.30 P.M.



ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Govt. of Odisha Undertaking)

Registered Office: Janpath, Bhubaneswar – 751022

Phone: (0674) 2541320 / 2542320 (O) Fax- (0674)-2545821

TENDER SPECIFICATION NO. TW-IT-OT-03/2013-14.

TERMS & CONDITIONS OF TENDER SPECIFICATION

Chief General Manager (IT), OPTCL, Bhubaneswar on behalf of Orissa Power Transmission Corporation Limited, Bhubaneswar invites sealed tenders from original software vendor / authorized dealers **having branch office in Odisha** for supply, installation and configuration of Procurement of AutoCAD 2014 and Google Earth Pro Software Items OPTCL Hqrs Office, Bhubaneswar confirming to the specification, terms and conditions stated below. Offers in a sealed envelope duly super scribed as “ **Tender for Procurement of AutoCAD 2014 and Google Earth Pro Software items**” due on **12.08.2013** shall be received up to 01.30 PM & shall be opened on the same day at 03.30 PM in the office of the undersigned in presence of the tenders or their authorized representatives, who opt to remain present.

The Scope, Terms and Conditions of supply are as follows:

1. **SCOPE OF SUPPLY:**

Supply, installation and demonstration of the following Software items with latest and most recent version of media, manuals and paper licenses(if available) as specified by M/s Autodesk and for Google Earth Pro Software conforming to the Specification, quality & quantity as per order. The softwares with paper licenses and related deliverables shall be ultimately owned by OPTCL.

SI No.	MS License Name	Quantity
1	Google Earth Pro	2
2	AutoDesk AutoCAD 2014 Commercial New NLM	1
3	AutoDesk AutoCAD 2014 Commercial New NLM Additional Seat	2

2. **PRICE:**

Price shall be firm on FOR destination i.e. **OPTCL IT Stores**, Bhubaneswar basis. Taxes & duties if any should be mentioned in clear terms separately.

3. **VALIDITY:**

The tender shall be valid for a minimum period of **90 days** from the date of opening of the tender/quotation failing which the quotation will be rejected.

4. **EARNEST MONEY:**

The tenderer shall have to deposit the Earnest Money **Rs.5,500/- (Rupees Five Thousand Five Hundred only)** in shape of Cash/Bank Draft along with the tender failing which the tender will be rejected. No other mode of payment towards earnest money is acceptable. The Earnest Money, either by BG (Annexure-IV) or Account Payee Bank Draft payable to the Drawing & Disbursing Officer, Hqrs. Office, OPTCL, Bhubaneswar-751022 drawn on any Nationalized Bank payable at Bhubaneswar shall be enclosed with the tender. The amount deposited towards EMD shall not carry any interest.

The Bank Draft or the money receipt if not enclosed with the sealed tender, the same shall be liable for rejection.

- (B) In case of unsuccessful tenderer, the same will be refunded after finalization of Tender. In case of successful tenderer, this will be refunded after furnishing of composite Bank Guarantee.
- (C) The EMD will be forfeited in case the successful tenderer fails to execute the purchase order within the time stipulated in the purchase order.
- (D) EMD submitted in OPTCL against any other tender shall not be adjusted against the current tender.
- (E) If the EMD is submitted in form of BG, then, it shall remain valid for atleast 120 days.

5. **DELIVERY AND LIQUIDATED DAMAGE:**

Delivery of the Software items along with the licenses and media CDs(if deliverable) should be made within **6 weeks** from the date of issue of the purchase order. The softwares and paper licenses should securely packed and dispatched at vendor's risk only. OPTCL shall not be responsible for any loss or damage during transportation, handling and storage due to improper packing. Delay in delivery of materials under scope of the contract beyond the stipulated delivery period shall attract penalty @ ½% (Half Percent) of the contract basic price of such undelivered quantities of the materials for each calendar week or part there of subject to a maximum of 5% (Five Percent) of such portion of the contract which remain undelivered. The date of receipt of materials in OPTCL IT Stores shall be treated as date of delivery of materials.

6. **WARRANTY, INSTALLATION AND SERVICE SUPPORT:**

All the software items are to be installed within thirty (30) days from the date of delivery. The supplier has to configure and integrate seamlessly with the existing infrastructure. In case of delay in installation it shall attract @0.5% (half percent) of the contract basic price of such non-installed items for each week or part thereof. However, total penalty shall not exceed 5% of the contract price.

The supplier shall have to render all type of service support including installation, configuration and demonstration for a period of one(01) year from the date of installation. They have to supply all types of patches till the life of the said software at no extra cost to OPTCL. The software medias, if delivered, should be warranted for one year.

7. **LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH THE TENDER:**

The Bidder must submit the following documents along with the Tender failing, which the tender shall be treated as incomplete and liable for cancellation.

1. Tender paper cost in the form of DD or money receipt.
2. Bid Declaration Form duly filled up.
3. Earnest Money Deposit (EMD)
4. Price Bid.
5. Photo copy of PAN.
6. Copy of TIN, VAT Clearance Certificate.
7. Details of maintenance and support infrastructure at Bhubaneswar.
8. Autodesk authorization certificate..

8. **TERMS OF PAYMENT:**

100% value of the product with 100% taxes and duties shall be paid after delivery of licenses against proof of consignee's receipt certificate issued by OPTCL for having received the stores in full and good conditions and verification thereof, subject to furnishing and approval of Composite Bank Guarantee at the rate of 10%(Ten percent) of the cost of supplied items, as stipulated under 10.0 of this purchase order & on prior approval of warranty certificate & installation certificate confirming satisfactory installation and operation of all the user licenses.

FOR 100% PAYMENT

- (i) Bills (in triplicate)
- (ii) Delivery challan
- (iii) Installation certificate.
- (iv) Approved warranty certificate
- (v) Composite B.G & approval thereof.

9. **FORCE MAJEURE CONDITIONS:**

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 public enemy, acts of Govt., fires, floods, strikes, freight embargoes and provided that the supplier within 10 days from the beginning of such delays notify OPTCL in writing the cause of delay. OPTCL shall verify the facts and grant such extension, if the fact is justified.

10. **FURNISHING COMPOSITE BANK GUARANTEE:**

A composite bank guarantee as per the Proforma enclosed at annexure – III of the specification for 10% [ten percent] of the total FORD cost of the purchase order, shall be furnished from any nationalized/ scheduled commercial bank having a place of business at Bhubaneswar, to the office of CGM(IT), OPTCL within 15 days from date of issue of the purchase order. The BG shall be executed on non-judicial stamp paper worth of Rs. 29.00 [Rupees twenty nine] only or as per the prevalent rules, valid for a period of 15 months from the last date of stipulated delivery period, for scrutiny and acceptance, failing which the supply order will be liable for cancellation without any further written notices. The BG should be accompanied by a confirmation letter from the concerned bank and should have provision for encashment at Bhubaneswar, before the Bank Guarantee is accepted and all concerned intimated.

(ii) No interest is payable on any kind of bank guarantee.

(iii) In case of non fulfillment of the contractual obligations, as required in the detailed purchase order specification, the composite Bank guarantee shall be forfeited.

11. The Tender/Quotation should be submitted in accordance with the Terms & Conditions indicated above along with the BID Form (Annexure-I) declaration enclosed failing which the tender/quotation will not be entertained.
12. The bidder has to quote for all the items mentioned under the “Scope of Supply” failing which the tender/quotation will not be entertained.
13. The Tender/Quotation documents received/furnished within the stipulated date and time shall be taken as final. Any change made after the opening of the tender shall not be entertained.
14. No conditional tender/quotation shall be accepted.
15. Over writing shall be avoided.
16. Erasures and other changes shall bear the dated initial of the person signing the tender along with company seal.
17. 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.
18. 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.
19. The undersigned reserves the rights: (a) to accept or reject any or all tenders. (b) to increase or to reduce the ordered quantity or to split up the quantities covered under the Tender without assigning any reason thereof.

20. The purchase order shall be liable for cancellation in the event of un-satisfactory supply/delay in supply of materials and non-observance of relevant clauses of the purchase order.

21. **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.

22. **TENDER PAPER COST:**

The bidder has to submit tender paper cost amounting to ₹ 4000/- (Rupees Four thousand) + 5% VAT only along with the tender. The cost may be submitted either by Bank draft payable to the Drawing & Disbursing Officer, OPTCL Hqrs., Bhubaneswar or by cash paid at OPTCL Hqrs. cash counter.

The Bank Draft or the money receipt against cash payment, as the case may be, shall be enclosed with the tender.

Tender papers may be either down loaded from OPTCL website (www.optcl.co.in) or received from the office of the Chief General Manager(IT), 3rd Floor, OPTCL Tower, Janpath, Bhubaneswar-751022. However, submission of tender paper cost for tender document in any form is a must without which the tender shall not be considered.

CHIEF GENERAL MANAGER (IT)

BID FORM

BID FORM

Date:
Tender
Specification No.:

To: (Name & Address of Purchaser)

Gentlemen:

Having examined the Bidding Documents we, the undersigned offer to supply and deliver (Description of Equipment & Services) 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 commence delivery within..... (Number) days and to complete delivery of all the items specified in the contract within.....(Number) days calculated from the date of receipt of your purchase/Job Order.

If our tender is accepted, we will submit the security composite B.G in a sum not exceeding Rs..... Being ...10.% of the contract price for the due execution and performance of the contract.

We agree to keep this bid valid for a period of(Number) days from the date fixed for bid opening and it shall remain binding upon us and accepted at any time before the expiration of that period.

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

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

Dated..... Day of.....20.....

Signature :.....
(in the Capacity of)

Duly authorized to sign bid for and behalf of
(Name & Address of the Bidder)

.....

PRICE BID

Sl.No.	Description of Items	Quantity	Unit Price (in Rs.)	TAX	Total Price (in Rs.)	Price amount in words
1	Google Earth Pro	2				
2	AutoDesk AutoCAD 2014 Commercial New NLM	1				
3	AutoDesk AutoCAD 2014 Commercial New NLM Additional seat	2				
Grand Total						
(Amount in words)						

SIGNATURE OF TENDERER WITH SEAL & DATE

N.B.: -The detail price breakup indicating Service Tax, Sales tax and other taxes, if any, etc is to be furnished in a separate sheet.

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

This Guarantee Bond is executed thisday of 201_ by us the(Bank) at P.O. P.S..... Dist..... State.-.. ..

WHEREAS THE ORISSA 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”) 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.....).

(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 Managing Director, Orissa Power Transmission Corporation Limited or his nominee certifies

that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee.

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 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 guarantee during its currency except with the previous consent of the OPTCL in writing.

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

‘Notwithstanding anything contained herein above’

- a) Our liability under the bank guarantee shall not exceed Rs. _____ (In words Rupees _____).
- b) This bank Guarantee shall be valid up to _____.
- c) We are liable to pay guaranteed amount or any part thereof under this bank guarantee only if you serve upon us at _____ branch of Bhubaneswar in the state of Odisha a written claim or demand on or before _____ (date of expiry of guarantee).

Date at _____ the, _____ day of 201_____

For _____
[Indicate the name of Bank]

Witness (Name, Signature & Address)

- 1.
- 2.

For
(indicate the name of Bank)

NOTE FOR TENDERERS : The B.G. is to be furnished in Non-judicial Stamp paper of Rs.50/- as applicable as per Orissa Stamp Duty Act. from any Nationalized/Schedule Bank

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY

Ref: _____ Date: _____ Bank Guarantee No. _____

1. In accordance with invitation to Bid No..... dated of Orissa Power Transmission Corporation Ltd. (hereinafter referred to as the OPTCL) for the purchase of Messer.....
Mr.....
Address.....

.....
..... Director(s)(herein after referred to as 'Tenderer' wish/wished to participate in the said tender on furnishing an unequivocal and unconditional Bank Guarantee by the Tendered for the sum of Rs..... valid for a period ofdays (.....days) towards his Earnest Money we the (hereinafter referred to as 'the Bank') at the

(indicate the name of the Bank) request of 'The Tenderer' Ms. / Sri.....(hereinafter referred to as Contractor(s) do hereby unequivocally and unconditionally guarantee and undertake to pay during the above period, and/on further written request by the(indicate designation of Tenderer) to OPTCL, an amount not exceeding Rs....., without any demur or reservation. The guarantee would remain valid up to 4.00 P.M. of (date) and if any further extension to this is required, the same will be extended on receiving instructions from the the Tenderer..... on whose behalf this guarantee has been issued.

2. We, the (indicate the name of the Bank) do hereby, further undertake to pay the amount due and payable under this guarantee without any demur, merely on demand from the OPTCL stating that the amount claimed is due as per the terms of the said Bid. 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.....
3. We undertake to pay to the OPTCL any money so demand not withstanding any dispute or disputes so raised by the Contractor (s) 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 as 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 under this bond for making such payment.
4. We the (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the aforesaid period of Days (..... days) and its shall continue to be so enforceable till all the dues of the OPTCL under or by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till Chairman, OPTCL certifies that the terms and

conditions of the said Bid have been fully and properly carried out by the said Tenderer and accordingly discharges this guarantee. 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 (indicate the name of Bank) further agree with the OPTCL 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 & conditions of the said Bid or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the OPTCL against the said Tenderer and to forbear or enforce any of the terms and conditions relating to the said bid and we shall not be relieved from our liability by reason of any such variation postponement or extension being granted to the said Contractor (s) 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 what so ever which under the law relating to sureties would, but for this provision, 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 or the Tenderer.
7. We (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the OPTCL in writing.
8. We (the Bank.....) further agree that this guarantee shall also be invokable at our place of business at Bhubaneswar in the state of Orissa.

‘Notwithstanding anything contained herein above’

- a) Our liability under the bank guarantee shall not exceed Rs. _____ (In words Rupees _____).
- b) This bank Guarantee shall be valid up to _____.
- c) We are liable to pay guaranteed amount or any part thereof under this bank guarantee only if you serve upon us at _____ branch of Bhubaneswar in the state of Odisha a written claim or demand on or before _____ (date of expiry of guarantee).

Date at _____ the, _____ day of 201 _____

For _____
[Indicate the name of Bank]

Witness (Name, Signature & Address)

- 1.
- 2.

For
(indicate the name of Bank)

NOTE FOR TENDERERS : The B.G. is to be furnished in Non-judicial Stamp paper of Rs.50/- as applicable as per Orissa Stamp Duty Act. from any Nationalized/Schedule Bank