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ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Government of Odisha Undertaking)

Regd.Office: Janpath: Bhubaneswar-751022.

Telephone: (0674) 2540051 (EPABX), Website: www.optcl.co.in

CIN:U4102OR2004SGC007553

**e-Tender Document No.:TW-IT/OT/01/2023-24
dated: 13-07-2023**

For

**“Procurement of consultancy service towards implementation of ISMS
(Information Security and Management System) leading to ISO 27001:2022
certification at OPTCL/SLDC/GRIDCO from FY 2023-24 to 2025-26”**

Office of the Chief General Manager (IT)

Odisha Power Transmission Corporation Limited

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

Street Address: Janpath, Bhubaneswar, Odisha.

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

Tel: 0674-2541801, Fax: 0674-2542964, Email: cgm.it@optcl.co.in

Official website of OPTCL: <https://www.optcl.co.in>

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



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e-Tender Notice

e-TENDER NOTICE No TW-IT/OT/01/2023-24

DATED: 13-07-2023

Office of Chief General Manager (IT), OPTCL, 3rd Floor, OPTCL Head Office, Janpath, Bhubaneswar on behalf of OPTCL invites bids in e-tender mode only from reputed eligible bidders for "Procurement of consultancy service towards implementation of ISMS (Information Security and Management System) leading to ISO 27001:2022 certification at OPTCL/SLDC/GRIDCO for 03 years 06 months" with an estimated cost of Rs. 1,97,85,834/- (Rupees One Corer Ninety-seven Lakh Eighty-five Thousand Eight Hundred Thirty Four only) [Rupees 1,43,13,239.52/- for OPTCL, Rupees 46,65,757.76/- for SLDC & Rupees 8,06,836.8/- for GRIDCO] conforming to the terms and conditions mentioned in the tender document.

The interested bidders would be required to enroll themselves on the tender portal www.tenderwizard.com/OPTCL. Complete set of bidding documents are available at the tender portal, www.tenderwizard.com/OPTCL or OPTCL's website: www.optcl.co.in from 13-07-2023 (10.00 Hrs) up to 03-08-2023 (13.20 Hrs) for downloading the scope of supply and terms and conditions in detail. The due date & time of opening of techno-commercial bid shall be 15.30 Hrs on dated 03-08-2023.

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

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

Chief General Manager (IT)

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SECTION- I

GENERAL INFORMATION TO BIDDERS

1. SCOPE OF THE WORKS:

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 27001:2022 Certification covering the following Geographical Scope, Infrastructure Scope & Functional Scope.

I. Geographical Scope:

The geographical scope consists of the following office locations in the state of Odisha:

- a) Primary Data Centre (PDC), OPTCL at Bhubaneswar
- b) Main Control Centre (MCC) of SLDC at Mancheswar, Bhubaneswar
- c) Backup Control Centre (BCC) of SLDC at Meramundali, Dhenkanal
- d) Gas Insulated Substation (GIS) Chandaka-B, Bhubaneswar
- e) Substation Automation System (SAS) Chandaka, Bhubaneswar

II. Infrastructure Scope:

The infrastructure scope involves Security audit of the following:

- a) Websites (Remote Audit)

#	URL of Websites
1	https://optcl.co.in
2	https://sldcorissa.org.in
3	https://gridco.co.in

- b) Webmail Applications (On-premise Audit)

#	URL of Webmail Applications
1	https://webmail.optcl.co.in
2	https://webmail.sldcorissa.org.in
3	https://webmail.gridco.co.in

- c) Mobile Application (On-premise Audit)

#	Mobile Application
1	eShakti (Android)

- d) IT Infrastructure of Primary Data Centre of OPTCL (On-premise Audit)

#	IT Components/Devices	Count
1	Perimeter Devices	02
2	Firewalls	02
3	L2 Switches	08

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4	L3 Switches	10
5	Routers	04
6	Servers (Mail, Web, Database, file, NFS etc)	46
7	Desktops & Workstations	10
8	Tape Librery	01
9	Load Balancer	02
10	SAN Storage	01
11	SAN Switch	02
12	Anti-APT	02

e) IT Infrastructure of SCADA of SLDC (On-premise Audit)

#	IT Components/Devices	Count (MCC)	Count (BCC)
1	Firewalls	04	04
2	L2 Switches	06	06
3	Routers	04	02
4	Servers (Mail, Web, Database etc)	12	10
5	Desktops & Workstations	26	-
6	GPS	01	01
7	External Tape Drive	01	01

g) OT Infrastructure of SCADA of SLDC (On-premise Audit)

#	SCADA System Audit Parameters	Details
1	Remote Terminal Unit (RTU)/Substation Automation System (OPTCL+Industry+Solar)	180+80+30=300
2	Communication protocol used by Industrial automation controllers (RTU/SAS)	61850 IEC-60870-5-104 IEC-60870-5-101
3	input/ outputs connected to RTU/SAS(Transformer, Line, Bus, Status)	04 No
4	field devices communicating to RTU/SAS (MFT, CMR, BCU, HUMIDITY, TEMPRATURE, RAIN GAUGE, WIND DIRECTION, WIND SPEED)	08 No
5	control logics (AI, DI, AO, DI)	04 No
6	HMI frames/Mimics	01 No
7	number of Reports	230 No

h) OT Infrastructure of Grid Substation of OPTCL (On-premise Audit)

#	OT Components/Devices	Count
1	SAS	2
2	DR PC	1
3	GATE WAY -1	2
4	GPS	1
5	DOT MATRIX PRINTER	1
6	LASER JET PRINTER	1
7	SUX	1
8	KCA	5
9	KCB	5
10	BAY - relay units	Subject to variation

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Note: Any variation in the quantity of the items mentioned above not exceeding 10 % of the quantity mentioned against each item shall be covered under the project without any financial implication to OPTCL.

III. Functional Scope:

The objective of this tender is to develop framework for establishing system of applicability (SOA), Manual, Policies, Procedures, Plans and other required documents as per the requirement of Information Security Management System (ISO 27001:2022) and post certification maintenance in OPTCL/SLDC. The whole work is to be done in six different steps elaborated under section 1.3.

Implementation and certification of ISO/IEC 27001 standard (ISMS)

1.1. Expected Outcome:

- 1.1.1. The consultant will responsible for making ISMS Manual, Statement of Applicability (SOA), Cyber security polices, Standard Operating Procedures (SOP) & Controls of IT & OT infrastructure for OPTCL/SLDC/GRIDCO as per domain requirement.
- 1.1.2. The consultant will provide proper rollout plan for implementation of ISO 27001:2022 certification for OPTCL/SLDC/GRIDCO
- 1.1.3. The consultant will make / review the Cyber Crisis Management Plan of OPTCL/SLDC/GRIDCO and provide his input on the existing CCMP if any.
- 1.1.4. The consultant will provide Audit logging report, Internal Audit plan, and audit training report.
- 1.1.5. Conduction of Internal audits and assistance in resolution of Non- conformities raised during certification audits.
- 1.1.6. Consultant will provide the ISO 27001:2022 certificate covering the scope of work mentioned above by an internationally recognised ISO certification body.
- 1.1.7. Under post certification maintenance up to the validity of the ISMS certificates:
 - i) Consultant will conduct Vulnerability and Penetration testing (VAPT) of applications and devices/components covering under infrastructure scope as mentioned above twice in a year.
 - ii) Consultant will conduct internal audits twice annually.
 - iii) Consultant will provide assistance in resolution of Non-conformities raised during Annual Surveillance audits.
- 1.1.8. Incase while executing the work of implementation of ISO 27001:2022 (ISMS) in OPTCL/SLDC/GRIDCO, the version of the ISO 27001 standard is modified/changed, the consultant will execute the work with new latest version and complete the work accordingly.

1.2. Approach:

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- 1.2.1. Review the gaps in Information security policies and identify requirement of documents
- 1.2.2. Documentation of ISMS roles and responsibilities and monitoring framework.
- 1.2.3. Document risk management procedures, risk assessment methodology & assessment checklists based on ISO 27001 standards. Risk assessment methodology covering areas (but not limited to) such as assets identification, identifying threats & vulnerabilities, risk analysis & planning and mitigation support. Evaluation of risks relating to the known vulnerability and define appropriate detective and corrective actions based on ISO 27001:2022 standard.
- 1.2.4. ISMS awareness trainings to Information Security Team members
- 1.2.5. Preparation of all mandatory documents, Manuals SOA, Procedures & Policies.
- 1.2.6. Built competence in team to implement and sustain ISMS in the organization
- 1.2.7. Review/Document for common procedures ensure compliance with requirement of ISO 27001:2022 standards.
- 1.2.8. Implementation support and guidance to team.
- 1.2.9. Pre Audit / Shadow Audit
- 1.2.10. Assistance in resolution of non-conformities raised by Certification Body in their assessment.

1.3. Services under scope:

The whole work is to be done in following six different steps and different documents to be submitted as per the domain applicable (IT Domain, Grid Substation Domain, SCADA Domain):

1.3.1. Pre Certification:

1.3.1.1. Step-I: Gap Analysis

This is the initial step of the project, which would give OPTCL/SLDC/GRIDCO and ISMS Consultants the opportunity to plan out project. This shall include activities wherein; Experts of the consultant will interact with Information Technology & Operation Technology team to

- Understand gaps between existing systems and requirements of ISO 27001:2022
- Policies, Procedures, IT Manual, Controls, System of Applicability (SOA), Templates, Security Effectiveness Matrix, Training Needs Identification.
- Information Asset Registers (IAR)
- Network Setup
- Identification of related risks and current controls to mitigate the risks and existing organization framework. The selected Project Team Members

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of OPTCL/SLDC/GRIDCO will be involved with the consultant throughout the implementation of ISMS. This step shall also include following:

- Half Day Session for Leadership Team as per ISO 27001:2022 standard
- One Day Session on Information Security Management Systems (ISMS) based on ISO 27001:2022 to create an understanding on ISMS;
- Contextualizing Information Security;
- Carrying out Risk Assessment (Organization Level and Information Asset Level), Protection and Mitigation of Risks identified

Deliverables:

- i. Project Charter: Project Objectives, Project Scope, Organization Structure, Roles & Responsibilities
- ii. Project Schedule
- iii. Gap analysis report
- iv. ISMS Policy, ISMS Objectives.
- v. iv. Orientation Training – Leadership and Core Team

1.3.1.2. Step-II: ISMS Implementation

The major activities during this step will be related to asset listing, risk assessment and establishing framework for information security strategy:

- Asset Register for Classification of Asset into different Asset Types
 - Compiling the list of information assets defined
 - Combining different assets into asset groups
 - Identifying the critical information assets
- Risk Assessment (RA) and Treatment
 - Establish Process;
 - Carrying out Risk Assessment: considering external & internal environmental issues and requirements of interested parties; and asset groups
- Developing Mitigation strategy / plan / controls of Risks identified and their implementation
- Development of ISMS Manual
- List all the controls which are applicable to the organization along with the support documents. Statement of Applicability (SOA) will also list justifications for the controls which were not applied to the organization including control effectiveness matrix.
- Policies, Procedures, plans and controls required as per ISO 27001:2022 requirements and as applicable for individual infrastructure mentioned in the scope of work
- Review and update “Cyber Crisis Management Plan” & Critical Information Infrastructure (CII) documents with the requirements of ISO 27001 standard and CERT-In Guidelines
- Developing of Incident Management plan infrastructure wise.

Deliverables

- Asset Register (With the help of OPTCL/SLDC team)
- Risk Assessment and Treatment Plans
- ISMS Manual

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- System of Applicability (SOA)
- Policies:
 - Policies for Clear Desk & Clear Screen, Password Management, Email Management, Fault logging, Software Management, Acceptable Use, Mobile Computing and Communication Management, Network Security Management, Information Classification, Labeling & Handling, Media Disposal, Cryptography Controls, Physical Security, Cloud Security, Cyber Security, IT security, Archival Policy, Server Policy, Backup & Storage Policy
- Procedures:
 - Procedures for Risk assessment & Treatment plan, Asset Management, Backup and Restoration Management, Access Control, Application and Database Security, Change Control Management (Common Procedure), Patch Management, Helpdesk Management, Change Management, Information Technology _ Business Continuity and Disaster Recovery, etc.
- Controls as per domain requirement
- Review and Update _ Cyber Crisis Management Plan & Critical Information Infrastructure (CII) Document
- Incident Management plan as per domain requirement
- Business Continuity Plan as per domain requirement

1.3.1.3. Step-III: ISMS Rollout

This step will be related to establishing ISMS in the organization:

- Integration of procedures (Internal Audit, Training & Awareness, Legal & Regulatory, Control of Documents and any other plans as applicable)
- Monitoring, reviewing and effectiveness of ISMS; and Continual Improvement of ISMS
- Consultant shall carryout half yearly vulnerability assessment and penetration testing (VA/PT) of IT-OT Systems, web applications, websites and network devices wherever applicable as mentioned in the scope of work in two cycles (Cycle 1- Vulnerability Assessment and penetration testing with security audit, Cycle 2 - Reverification and Certificate Issuance).
- To sustain the system, Experts of consultant shall carryout review of Systems developed &
- handholding OPTCL/SLDC/GRIDCO team: for Assessment of understanding of system developed and scoring for Key Performance Indicator (KPIs)
 - Awareness and handing over Policies/Processes (for key team members)
 - Implementation of Risk Treatment and Improvement Projects
 - Guidance to overcome difficulties observed during implementation of System.

Deliverables

- Common Procedures:
 - Control of Documents / Records / Documented Information
 - Internal Audit

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- Management Review
- Competence Management
- Planning and Monitoring
- Corrective Actions
- Supplier and Supplier's Security Management
- Rollout Plan
- ISMS Objective and KPIs
- Vulnerability assessment and Penetration testing (VAPT) report
- Training & Awareness
 - Create new Training and Awareness modules
 - Conduct trainings for selected employees

1.3.1.4. Step-IV: ISMS Internal Audit

- An Internal audit training session of 02 days should be provided to at least 06 OPTCL/SLDC/GRIDCO personnel for building Internal Audit capabilities covering following aspects
- Approach of Auditing, Audit Scheduling, Preparation of Checklists, Techniques for the Conduct of Audits, Reporting of Deficiencies, Closing the Corrective Action, Understanding Attributes of Auditors.
- An Internal audit of each infrastructure under scope along with Model Risk management (MRM) will be conducted by the auditor of the consultant in association with above said trained OPTCL/SLDC/GRIDCO personnel In order to ensure that the established ISMS is being implemented effectively in accordance with ISO 27001:2022.
- After the conduction of Pre-assessment/Stage-1 audit by the certifying experts, consultant should assist to close the findings of Pre-assessment/Stage-1 audit.
- Also conduct a Cyber Security mock drill on existing IT/OT infrastructure to design response Process that test all elements of potential cyber incident detection and build the response strategy.

Deliverables

- Internal Audit Training Document
- Mock drill Report with loopholes in the cyber ecosystem.
- Internal Audit Reports, Results and closer of audit findings.
- Management Review Documentation: Management Review Agenda, Formats for Minutes of Meetings/Decisions taken.

1.3.1.5. Step-V: ISO 27001:2022 Certification Audit

Assistance in all respect in resolution of nonconformities raised by Certifying Agency in their pre-assessment/Stage-1 and final certification/Stage-2 audit.

1.3.2. Post Certification (Surveillance audits) Services:

1.3.2.1. Step-VI: Post Certification (Surveillance audits) Services

- After ISMS (ISO 27001:2022) certification by the Certifying Agency, up to the validity of certificate (i.e. 03 years) Consultant should conduct

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annually TWO VAPT & Internal audits similar to previous internal audits and before each Surveillance audit.

- Consultant should assist up to the validity of certificate to close the findings of each Surveillance audit raised by the Certifying Agency.

Deliverables

- Refresher Internal Audit Training (if required in short)
- VAPT Report
- Corrective Action Report against each VAPT Report
- Internal Audit Reports, Results and closer of audit findings.
- Management Review Documentation: Management Review Agenda, Formats for Minutes of Meetings/Decisions taken/risk acceptance by management.

1.4. Training:

- 1.4.1. Developing Internal Audit team through training and practices:

The consultant shall facilitate training for ISO 27001:2022 "Lead Auditor" to Six (06) OPTCL/SLDC/GRIDCO 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.

- 1.4.2. 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.

- 1.4.3. Departmental ISMS co-coordinator Training:

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

2. SUBMISSION OF BIDS:

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

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

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

1. The Bidder must possess Compatible Digital Signature Certificate (DSC) of Class-III.

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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.2,360/- through DD in favor of KSEDC Ltd. Payable at Bangalore or online payment to the KSEDC Ltd. This registration is valid for two 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.

9. For any e-tendering assistance, contact help desk number mentioned below.

Bangalore – **080- 40482000** or Mobile No. **9937140591**

3. BIDDING SCHEDULE:

a.	Type of Bidding	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	₹14160.00/- (non-refundable) including GST@18%.
d.	Mode of Payment of Tender cost	Demand Draft payable to Drawing and Disbursing officer, Headquarters office, OPTCL, Bhubaneswar. The DD must be issued by a nationalized bank on or before the last date for sale of bidding documents, as per clause-j below.
e.	Tender Processing Fee	The bidders shall have to submit nonrefundable tender processing fee of ₹5900.00/- (including GST@18%) in the form of online payment in favor of K.S.E.D.C.Ltd, Payable at Bangalore.
f.	Earnest Money Deposit (EMD)	The bidder shall have to submit EMD of Rs.1,97,859/- along with their bids in shape of bank drafts or bank guarantee (BG) with a validity period of at least for 240 days from the date of opening of tender failing which the tender will be liable for rejection
g.	Date of commencement of Sale of bidding document	13-07-2023, 10:00Hrs.
h.	Last date of sale of bidding documents	03-08-2023, 11.00Hrs
i.	Last date of submission of bids	03-08-2023 ,13.30Hrs
j.	Date & Time of Pre-Bid Conference	20-07-2023, 15:30Hrs
k.	Time of opening of Techno-commercial bids	03-08-2023, 15.30Hrs
l.	Time of opening of Price bids	To be intimated later to the techno-commercially acceptable bidders
m.	Place of Opening of Bids	Office of Chief General Manager (IT), 3 rd Floor, OPTCL Tower, OPTCL, Janpath, Bhubaneswar – 751022
n.	Address for communication	Office of Chief General Manager (IT), 3 rd Floor, OPTCL Tower, OPTCL, Janpath, Bhubaneswar – 751022

4. e-TENDERING PROCESS GUIDELINES:

4.1 UNDERSTANDING OF e-BID DOCUMENTS:

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

4.2 CONTENTS OF e-BIDDING DOCUMENT:

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

1. Tender Notification
2. Bid Documents (Free View):
 - Section-I: General Information to Bidders
 - Section-II: Instruction to bidder (ITB)
 - Section-III: Eligibility Criteria
 - Section-IV: SOR (Schedule of Requirement) & Time Schedule
 - Section-V: General Conditions of Contract (GCC)
 - Section-VI: Bidding Forms
 - Section-VII: Contract Forms
 - Bid Forms (In .XLS Format):
 - Techno-commercial Formats.
 - Financial Proposal Formats.

4.3 FORMS/DOCUMENTS TO BE UPLOADED:

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

4.3.1. *Techno-Commercial Bid (Part-I):***(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 and DD towards Tender Processing Fees/ Documentary proof of payment of Tender Processing Fees through e- payment mode.
- Power of Attorney (Authorized Signatory) notarized copy for signing the bid document.

(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 "www.tenderwizard.com / OPTCL" as an attachment in .pdf.

Sl.No	Particulars	Attachment .pdf
01	Payment Proof of DD towards Tender Cost and online payment towards Tender Processing Fees.	Attach 1.pdf
02	DD/BG towards earnest money deposit (EMD) of rupees 1,97,859/-	Attach 2.pdf
03	Power of Attorney (Authorized Signatory) notarized copy for signing the bid document.	Attach 3.pdf
04	Form F-1: Tender Submission Sheet.	Attach 4.Pdf
05	Form F-2: CV of Project Manager & Certified Auditor/Consultant for ISMS Audit along with documentary evidence	Attach 5.pdf
06	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) Valid ISO 27001 certificate (III) CERT-In registration certificate	Attach 6.pdf
07	Form F-4: Company's Audited Financial Statements with UDIN number i) Audited Accounts for last three years (FY 2019-20, 2020-21 & 2021-22) ii) CA certificate of Turn Over of India operation during last three years.	Attach 7.pdf
08	Form F-5: Techno-Commercial Deviation Schedule as per the Format	Attach 8.pdf
09	Certificate of Incorporation of the bidder (Company)	Attach 9.pdf
10	Copy of GSTIN and PAN.	Attach 10.pdf
11	Form F-6: Acceptance of Importance Terms & Condition	Attach 11.pdf
12	Form (P-1): Price Proposal	Attach 12.pdf
13	Form F-7: Reverse Auction Process Compliance Form	Attach 13.pdf
14	Income Tax Return (ITR) acknowledgments (A.Y. 2020-21, 2021-22 & 2022-23)	Attach 14.pdf
15	Any Other Documents	Attach 15.pdf

4.3.2. Price Bid (Part-II):

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

4.4. e-TENDERING PROCESS GUIDELINES:

4.4.1 e-Tendering information:

1. Tender Forms can be downloaded from the e-Tendering Portal of OWNER, www.tenderwizard.com/OPTCL after entering the details of payment towards Tender processing Fees as per the Tender Schedule.
2. Tenderers should have valid Class-III Digital Signature Certificate

(DSC) obtained from any Certifying Authorities. In respect of requirement of DSC, interested Bidders should go to “tender wizard.com/OPTCL” and follow the procedure mentioned in the document 'Procedure for application of Digital Certificate'.

3. The prospective bidders are advised to register their user ID, Password, company ID with website “www.tenderwizard.com/OPTCL” by clicking on hyper link “Register Me” for the use of Electronic Tendering.
4. For any assistance on the use of Electronic Tendering System, contact help desk number: 080-40482000(Bengaluru) or mobile no: 9937140591.
5. Tenderers should install the 'Mandatory System Requirement' available on the Home Page of www.tenderwizard.com/OPTCL under the section 'Mandatory System Requirement' and make the necessary Browser Settings provided under section 'Internet Explorer Settings'.

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

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

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

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

4.4.4 Opening of the Price Bids:

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

I.5. STRATEGY FOR Electronic -REVERSE AUCTION (e-RA)

- I.5.1. Bidders are required to go through the guide lines given below and submit their acceptance to the same.
- I.5.2. e-Reverse Auction (RA) will be conducted in e-tender portal of OPTCL on specified date and time, while bidders shall quote from their own offices/places of their choice. Internet connectivity shall be ensured by the respective agencies/bidders themselves.
- I.5.3. Demonstration/ training (if not trained earlier) of bidder's nominated person(s), shall be done to explain all the rules related to e-Reverse Auction/ Business Rule document to be adopted.

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I.5.4. The strategy to be used for reverse auction shall be “DYNAMIC TEMPLATE BIDDING”

I.6. Procedure for Electronic Reverse Auctioning (e-RA):

- I.6.1. Bidder has to submit letter towards agreement to the Process related Terms & Conditions for e-Reverse Auction, as per (Reverse Auction Process Compliance Form F-8). In case of non-receipt of the same, vendors will not be allowed to participate in e-RA.
- I.6.2. e-RA shall be carried out after opening of Price bids and completion of Price bid evaluation, which will be intimated only to the techno-commercially qualified bidders by OPTCL as per procedure given above.
- I.6.3. OPTCL reserves the right to conduct e-RA and it is obligatory on part of bidder(s) invited to participate in e-RA process once they have responded to the techno-commercial bid.
- I.6.4. Prior intimation/ Notice for RA invitation will be given to techno-commercially qualified bidders regarding the date & time of opening of the e-RA.
- A. The start bid price (SBP) for e-Reverse Auction of each bidder under a particular package shall be the L1 evaluated price for the subject package including Taxes & Duties for the total scope for subject Package. Taking the above discovered L1 price as the upper limit e-RA will be conducted to determine the lowest possible price.
 - B. Reverse Auction will be conducted amongst first 50% of the technically qualified bidders arranged in order of prices from lowest to highest, as L1, L2, L3-----Ln, and L1 price will be discovered. Minimum of 3 bidders shall be eligible for e RA. (eg. If 4 bidders are financially evaluated then the L1, L2 and L3 bidders shall be eligible for e-RA). Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L1 to L4).
 - C. However, in case only two bidders are found to be responsive, e-RA would be carried out with both the parties without any elimination. However, OPTCL reserves the right to invite the evaluated L1 bidder for negotiation without conducting the e-RA.
 - D. In case of price submitted by any bidder is found to be abnormal, OPTCL reserves the right to reject the bid of the bidder(s).
 - E. Rank of bidders would be displayed as per the total cost to OPTCL, i.e including Taxes and Duties payable by OPTCL as per the provisions of the bidding document & after e-RA process is over.
- I.6.5. Names of bidders/ vendors shall not be disclosed during the e-RA process. Names of bidders/ vendors shall be anonymously masked in the e-RA process.
- (i) In case of RA, start/ reference price and step value of decrement shall be indicated to the bidders at the start of the auction. Any participating bidder can bid one or multiple step decrement lower than the prevailing lowest bid at that time. The Bidder shall be able to view Bid Start Price, Bid Decrement Value, Prevailing Lowest Bid value, last Bid Placed by him and time left for bidding.

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(ii) The step value of decrement in a package to be offered by bidder (the minimum amount of reduction in the total bid price including all taxes & duties during auction) , shall be kept at 0.15% of L1 bidder's final evaluated price (or) at approved amount as decided by OPTCL.

(iii) Bidders can only quote any value lower than their previous quoted price. However, at no stage, increase in Price will be permissible.

(iv) At any point during Reverse Auction, bidding Price field (Total price) shall remain enabled for the bidders. The total reverse auction period will be for one twenty (120) minutes. The initial auction period (1st slot) will be of thirty (30) minutes with provision of auto extension by (10) ten minutes from the schedule/ extended closing time, if any fresh lower bid is received in last ten minutes of initial auction period or extended auction period. Total/ maximum number of auto extension will be for 9 (nine) times after the 1st slot. After end of 120 minutes, the reverse auction process shall get closed automatically without any extension.

(v) However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the period of e-reverse auction to avoid complication related with internet connectivity, network problem, system crash down, power failure etc.

1.6.6. After conclusion of e-Reverse Auction i.e (Closing Price in Reverse Auction will be taken as offered price by the L1 bidder), decrease in price of individual head of the template shall be considered proportionately on all individual line items of the respective head of the price schedule of the successful L1 bidder .

(i) Any bid received at the tender wizard server end subsequent to closure of the e-RA shall be summarily rejected and shall not be considered as a valid bid under whatsoever circumstances. For this purpose, tender wizard server log shall prevail.

(ii) The bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other bidders.

(iii) During Reverse Auction, If no bid is received within the specified time, OPTCL, at its discretion, may decide to close the reverse auction process/ proceed with conventional mode of tendering [Evaluation of Part-II (price bid) submitted by bidders earlier].

1.6.7. Consequent upon completion of e-Reverse Auction, OPTCL's decision on award of contract shall be final and binding on the bidders.

1.6.8. OPTCL shall be at liberty to call the L1 bidder for further process/ negotiation and also at liberty to cancel the e-reverse auction process/ re- tender at any time, without assigning any reason thereof. OPTCL can decide to reschedule or cancel any reverse auction: the bidders shall be informed accordingly.

1.6.9. OPTCL/ Service Provider shall not have any liability to bidders for any interruption or delay in access to the e-Tender site/

Reverse Auction link irrespective of the cause.

I.7. DISCLAIMER:

- I.7.1. This Document includes statements, schedules, and forms under the category viz; Tender Notification, Bid Documents (Free view) and Bid Forms (In XLS Formats) uploaded in the e-tendering portal of the OPTCL, which reflect various assumptions, which may or may not be correct. Each Bidder should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.
- I.7.2. Neither OPTCL nor its employees will have any liability whatsoever to any Bidder or any other person under the Cyber law or Law of contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Owner or its employees, or otherwise arising in any way from the selection process for the contract provision of Services for the Project.
- I.7.3. Though adequate care has been taken while uploading the Bid document in the e-tender portal of the OPTCL, the Bidder should satisfy himself that documents are complete in all respects and duly up-loaded in the e-tendering portal of the OPTCL. Intimation of any discrepancy/ doubt shall be addressed in the pre-bid conference only.
- I.7.4. Detailed Time Table for the various activities to be performed in e-tendering process by the Bidder for quoting their offer is given in this Tender Document under "Bidding Schedule", Bidder should carefully note down the cut-off dates for carrying out each e-tendering process / activity.
- I.7.5. Every effort is being made to keep the Tender Portal up to date and running smoothly 24 x 7 by the OPTCL and the Service Provider. However OPTCL/Service Provider takes no responsibility, and will not be liable for, the Tender Portal being temporarily unavailable due to any technical issue at any point of time.
- I.7.6. In that event OPTCL will not be liable or responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this Tender Portal.
- I.7.7. Bidders must follow the time table of e-tendering process and get their activities of e-tendering processes done well in advance so as to avoid any inconvenience due to unforeseen technical problem if any.
- I.7.8. OPTCL will not be responsible for any incomplete activity of e-tendering process of the Bidder due to technical error/ failure of Tender Portal and it cannot be challenged by way of appeal, arbitration and in the Court of Law.

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SECTION-II**INSTRUCTIONS TO BIDDERS (ITB)**

A. General:			
1.	Scope of the Bid	1.1	For scope of Bid please refer to Section-I.
2.	Eligible Bidders	2.1	The bidders in order to be eligible should meet the eligibility criteria mentioned under Section III.
3.	Site Visit	3.1	The bidder, at the bidder's own responsibility, cost and risk, is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for execution of the works. The costs of visiting the site shall be at the bidder's own expense.
		3.2	It shall be deemed that the bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates.
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. Bid Forms (In .XLS Format): <ul style="list-style-type: none"> • Techno Commercial Proposal Formats • Financial Proposal Formats.

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		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 bids, 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 website of OPTCL i.e. http:// www.optcl.co.in or tender portal i.e. 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 website or 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 website/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.

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		8.2	A demand draft amounting to Rupees ₹14160.00/- only inclusive of GST@18% in favor of "Odisha Power Transmission Corporation Limited" payable at "Bhubaneswar" for the cost of tender documents.
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 of two parts. 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 Tender Processing Fees/ Documentary proof of payment of Tender Processing Fees through e-payment mode. (ii) Earnest Money Deposit (EMD) @1% (iii) Power of Attorney /notarized copy for signing the bid document.
		10.3	Price schedules (Part-II) in XLS format to be downloaded, filled in and uploaded by the Bidder as per the OWNER format and to be uploaded on the official tender portal of the OWNER: www.tenderwizard.com/OPTCL .
11.	Bid Submission Sheets and Price Schedules	11.1	The Bidder shall submit the Techno-Commercial Proposal and the Price Proposal as per the process mentioned in Section- I.
		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. b) Taxes and Duties as applicable shall be shown in the Un-priced schedule.
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 Schedules (Price Bid_Format) in .xls shall conform to the requirements specified therein.
		13.2	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

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			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 Earnest Money Deposit (EMD). A Bidder granting the request shall not be permitted to modify its Bid.
17.	Earnest Money Deposit (EMD)	17.1	The bidder shall have to submit EMD @1% of the estimated cost along with their bids in shape of bank drafts and/or bank guarantee (BG) with a validity period of at least for 240 days from the date of opening of tender failing which the tender will be liable for rejection
		17.2	Any Bid not accompanied by Earnest Money Deposit (EMD) in accordance with ITB Sub-Clause-17.1 , shall be rejected by Odisha Power Transmission Corporation Limited as non-responsive.
		17.3	If the bidder withdraw or modify their bids during the validity period, they will be suspended for a period of 6 years.
		17.4	Refund of Earnest Money Deposit to Unresponsive bidder shall be done within a period of 15 days from the date of opening of Price Bid.
		17.5	Refund of Earnest Money Deposit to Unsuccessful bidder shall be done within a period of 15 days from the date of signing of the contract by the winning bidder.
		17.6	Refund of Earnest Money Deposit to Successful bidder shall be done within a period of 15 days from the date of submission of CPBG as required.

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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.
22.	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 thereto 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 obligation 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. However, a Bidder may withdraw, substitute, or modify its Bid under the following situation; <ul style="list-style-type: none"> 1. After expiry of the bid validity period as per ITB. 2. Any material changes to the scope of work after submission of bid document. 3. Any material changes in the bidding documents after submission of bid document. 4. If the due date of the submission has been extended by the OPTCL after submission of bid document.
23.	Bid opening	23.1	Odisha Power Transmission Corporation Limited shall conduct the opening of Techno-Commercial Proposals in the presence of Bidders' representatives who choose to attend, at the address, date and time specified in the Section-I .

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		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.

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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 on a 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, notwithstanding any deviations mentioned elsewhere in the Bid. However the acceptance of deviation is not binding on the OPTCL.</p>
		26.2	<p>A substantially responsive Techno-Commercial Proposal is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the Services specified in the Contract; or b) limits or is inconsistent in any substantial way, with the Bidding Document, Odisha Power Transmission Corporation Limited's rights or the Bidder's obligations under the Contract; or c) if not rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Techno-Commercial Proposals
		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</p>
			<p>Corporation Limited reserves the right to reject such bids. Odisha Power Transmission</p>

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			Corporation Limited may also ask bidders for clarifications on such deviations during the evaluation.
27.	Non-conformities, errors and omissions	27.1	Provided that a Techno-Commercial Proposal is substantially responsive, Odisha Power Transmission Corporation Limited may waive any non-conformity or omission in the Bid that does not constitute a material deviation.
		27.2	Provided that a Techno-Commercial Proposal is substantially responsive, Odisha Power Transmission Corporation Limited may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Techno-Commercial Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
		27.3	Provided that the Techno-Commercial Proposal is substantially responsive, Odisha Power Transmission Corporation Limited will correct arithmetical errors during evaluation of Price Proposals on the following basis: a) if there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail. b) Except as provided in sub-clauses (a) herein above, Odisha Power Transmission Corporation Limited shall reject the Price Proposal if the same is not furnished in the Format (.xls) specified.
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 Earnest Money Deposit (EMD), 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	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.

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	Evaluation.	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-25 , it shall reject the Bid.
30.	Evaluation of Bids	30.1	OPTCL shall evaluate Price Proposals of those Bids have been determined to be Techno-Commercially responsive.
		30.2	To evaluate a Price Proposal, Odisha Power Transmission Corporation Limited shall consider the total price quoted in Price Schedule (.xls) as per the schedule in all respect along with the applicable taxes and duties.
31.	Comparison of Bids	31.1	Odisha Power Transmission Corporation Limited shall compare all substantially responsive bids to determine the lowest evaluated total price.
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 Bids	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.
Award of Contract			
34.	Award Criteria	34.1	OPTCL shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid provided that such Bidder continues to remain qualified to perform the Contract satisfactorily.
		34.2	A Bid shall be rejected if the bidder is determined to be un-qualified to perform the Contract satisfactorily. In such event Odisha Power Transmission Corporation Limited shall proceed to the next lowest ranked evaluated Bid to match with the discovered total lowest price and to make a similar reassessment of that Bidder's capabilities to perform satisfactorily.
35.	OPTCL's Right to change the	35.1	During the execution of contract, Odisha Power Transmission Corporation Limited reserves the

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	deliverables & time schedule defined under scope of Work		right to modify the scope and deliverables in lieu of the scope of work & deliverables and time schedule defined under the Scope of Work. However, for any modification or addition of new scope, which is beyond the original scope, the same shall be decided mutually subject to any financial implication to either side.
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 suspension of the bidder as per clause no 17.
		36.5	In that event Odisha Power Transmission Corporation Limited may award the Contract to the next lowest ranked evaluated Bidder at discovered lowest total price, whose offer is substantially responsive and is determined by Odisha Power Transmission Corporation Limited to be qualified to perform the Contract satisfactorily.
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 the time schedule mentioned under Section-IV.
		37.2	Failure to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit (EMD).
38.	Working Environment	38.1	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.
39.	Disclaimer to e-tender document	39.1	<p>This e-Tender Document (e-TENDER) has been prepared by Odisha Power Transmission Corporation Limited for Appointment of Firm for Data Centre.</p> <p>Though adequate care has been taken while preparing the e-TENDER documents, the Bidder shall satisfy himself that document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within ten (10) days from the date of issue of Bid documents, it shall be considered that the Bid document is complete in all respects and has been received by the Bidder in complete shape.</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>

SECTION-III

ELIGIBILITY CRITERIA

A bidder participating in the procurement process shall possess the following minimum pre-qualification/ eligibility criteria. Any bid failing to meet the stated criteria shall be summarily rejected and will not be considered for Technical Evaluation. The eligibility criteria of a firm to bid for this tender are as follows:

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#	Bidder Eligibility Requirements	Required Documents
1.1	The bidder should be a reputed Information Security auditor/consultant having been registered with CERT-In, and should be in continuous existence for at least 5 years reckoned from the date of NIT. Note: bidder has to ensure that the certificate remains valid during the life cycle of the project	Certified copy of CERT-In Registration should be submitted.
1.2	The bidder should have an average annual turnover of not less than Rs. 5 Crore in the three financial years (FY 2019-20, 2020-21 & 2021-22).	Audited copies of the bidders' annual accounts for the last 3 financial years have to be attached along with a certificate from a practicing Chartered Accountant should be submitted.
1.3	The bidder must have at least certified 2 resources for each certification of CISA, CISSP & Lead Auditor for ISMS ISO/IEC 27001: 2013 having more than 5 years of work experience to execute the work.	Supporting documents of valid CISA/CISSP/Lead Auditor certificates along with work experience details should be submitted. The CV of members of proposed team to be deployed for the project should be submitted.
1.4	The bidder should be ISO 27001 certified organization.	Copy of valid ISO 27001 certificate should be submitted
1.5	The bidder shall have experience of implementing ISMS leading to ISO 27001:2013 certification in at least three Govt./PSU/Large Public Limited Power Transmission Organizations covering the scope of SCADA (IT & OT), Data Center & Grid substation infrastructure. Out of the above at least one such project should have been successfully executed for a period of three year for any Govt. of India Organization / PSU / Large Public Limited Power Transmission Organizations costing not less than 50 Lakhs.	Copy of Purchase Order (PO) / Work Order (WO)/Completion certificate from the client with values should be submitted.
1.6	The Bidder should be an organization with registered office and operations in India for last 5 years.	Certificate of Incorporation should be submitted.
1.7	The Bidder: Should not currently have been blacklisted by any Government	A self-declaration certificate from the authorized

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	Departments/ PSUs/ Organizations for any reason.	signatory should be submitted.
1.8	The Bidder must have service/maintenance of 50 professionals in the field of cyber security audit available directly in its payroll.	Valid documents for EPF deposition (Challan) till the latest month/quarter should be submitted.
1.9	The bidder should have a registered number of i. GST where his business is located ii. Income Tax / PAN number.	Copies of relevant certificates of registration should be submitted

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

SECTION-IV:**TIME SCHEDULE**

The deliverables as mentioned in the below table is applicable to each infrastructure of OPTCL/SLDC as per the domain requirement.

#	Component	Deliverables	Time Schedule from LOA date
1	Current State Diagnostic Study / Gap Analysis and Rectification /Fixing the problems found as approved by owner.	<ul style="list-style-type: none"> • Current State Diagnostic Study & Gap Analysis report. • Rectification of the Gaps/problems found in the analysis process. 	0-4 weeks
2	Development of Statement of Applicability (SOA) as per domain requirement	<ul style="list-style-type: none"> • Statement of Applicability document. • Scope finalization from certification perspective. • ISMS implementation strategy and implementation roadmap/ rollout plan. 	5-12 Weeks
3	ISMS Scoping, Manual, Controls, Policy & SOP (Standard Operation Procedure) Formulation as per domain requirement	<ul style="list-style-type: none"> • ISMS Manual Document • ISMS Controls Document • ISMS Scoping and Policy formulation & documentation • ISMS SOP Formulation & documentation • Risk management framework & Risk mitigation Plan. • Any another documents required for ISO Certification. 	
4	Training & Awareness program	<ul style="list-style-type: none"> • Certified ISMS Lead Auditor Training through accredited 3rd Party. • Cyber Security in Power Sector Training to Top Management of OPTCL/SLDC/GRIDCO • Departmental ISMS coordinator Training. • ISMS Training Manuals and documents. 	12-14Weeks

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5	ISMS Documentation & Pre - Certification Assessment Audit.	<ul style="list-style-type: none"> • Conduct Vulnerability assessment and penetration testing (VAPT) covering the scope of work twice in a year • Submission of VAPT Report domain wise 	14-17Weeks
		<ul style="list-style-type: none"> • Conduct Internal Audit covering the scope of work • Facilitation of closing NCs (non-conformances) if any. • Internal Audit Report • Risk Analysis Reports • Contingency Plan statement • Impact Analysis Report 	
6	Association and facilitating OPTCL during Final Audit and Certification thereof.	<ul style="list-style-type: none"> • Conduction of Certificate and surveillance audit in coordination with 3rdparty certifying auditor • Associating and facilitating OPTCL during Certification/surveillance audit. • Facilitation of closing NCs (non-conformances) if any and submission of Surveillance audit report. • Providing ISO 27001:2022 certificate covering the mentioned scope of work from a certification body. 	17-20Weeks
7	Cyber Crisis Management Plan (CCMP)	<ul style="list-style-type: none"> • Document of Cyber Crisis Management plan for each domain • Yearly Review and updation of CCMP document 	20-24 Weeks
8	Management Review Meeting	<ul style="list-style-type: none"> • Conduct management review meeting with department heads for closing and acceptance of NCs. • Conduct review meeting with board of directors of OPTCL. • Support should be provided for Cyber Security compliance of any advisories received from CERT-In/NCIIPC/any other Govt. of India agency 	20-24Weeks

PAYMENT SCHEDULE

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#	Payment Milestone	Time Period	Payment schedule.
1	Issue of ISO 27001:2022 Certificate on submission of all above deliverables	6 Months after LOA issue	30% of the total project cost
2	1st Surveillance (Review of all the above deliverables with internal audit, 1 st surveillance audit and Management review Meeting)	On completion of 01year from the date of issue of ISO 27001:2022 certificate	30% of the total project cost
3	2nd Surveillance (Review of all the above deliverables with internal audit, 2 nd surveillance audit and Management review Meeting)	On completion of 02years from the date of issue of ISO 27001:2022 certificate	30% of the total project cost
4	3rd Surveillance (Review of all the above deliverables with internal audit, 3 rd surveillance audit and Management review Meeting)	On completion of 03years from the date of issue of ISO 27001:2022 certificate	10% of the total project cost

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 Limited and Bidder(s).
02	Definition	2.1	"The Owner" shall mean the ODISHA POWER TRANSMISSION CORPORATION LTD. or OPTCL include its legal representatives, successors and assigns.
		2.2	"The Consultant/Auditor" shall mean the Certified auditor to be engaged by the bidder for the purpose of successful implementation of this contract.
		2.3	"e-TENDER" i.e. "e-Tender Document" shall mean document consisting of ITB, BID Data Sheet, Eligibility Criteria, Scope of Works, Bid Evaluation Methodology, Bidding Forms and Contract Forms and .xls sheet floated in the website/tender portal of the owner any amendments there to.
		2.4	"Bid" shall mean Techno-Commercial Proposal & Price Proposal in prescribed FORMS in the Attach.pdf and .XLS sheet uploaded in the tender portal of the OPTCL in pursuance to TENDER document.
		2.5	"Bidder" shall mean the Consulting Company participating in the bid floated by the Odisha Power Transmission Corporation Limited for consultancy assignment mentioned at 2.6 below.
		2.6	"Assignment" shall mean the consultancy assignment for "APPOINTMENT OF CONSULTANT FOR IMPLEMENTATION OF ISMS LEADING TO ISO - 27001:2022 CERTIFICATION IN OPTCL/SLDC/GRIDCO
		2.7	"LOA" i.e. "Letter of Award" shall mean the official notice issued by Odisha Power Transmission Corporation Limited notifying the Bidder that his bid proposal has been accepted and it shall include amendments thereto, if any, issued by Odisha Power Transmission Corporation Limited.
		2.8	"Month" shall mean the calendar month and "Day" shall mean the calendar day.

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		2.9	“Contract” shall mean the agreement signed by the authorized representatives of Odisha Power Transmission Corporation Limited and the Selected Consulting firm covering “the GCC, Scope of Works, Techno-Commercial Bid & Price Bid submitted by the Bidder, Correspondences and Letter of Award” including amendments and clarifications thereto, if any, issued by Odisha Power Transmission Corporation Limited.
		2.10	“Effective Date of the Contract” shall mean the date of issue of Letter of Award for procurement of consultancy service towards implementation of ISMS (Information Security and Management System) leading to ISO 27001:2022 certification at OPTCL/SLDC/GRIDCO
		2.11	“Contract Period” shall be from the date of issue of Letter of Award till the closure of the project and extensions, if any.
		2.12	“Contract Price” shall mean the sum named in or calculated in accordance with the provisions of the contract as the contract price which shall include packing, forwarding freight, Insurance, Excise Duty, Sales Tax and any other taxes and duties as applicable and including warranty/AMC period for 03 years 06 months.
		2.13	“Warranty/AMC” shall mean the agreement between the OPTCL & the consulting firm for providing the ISMS consultancy service to OPTCL/SLDC/GRIDCO
		2.14	“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.
		2.15	“Other Terms & Expression” Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act (1872) and failing that in the ODISHA General Clauses Act (1897) including amendments thereof, if any.
03	Guidelines for the Bidder	3.1	The consultant shall examine the instructions to Tenderers, General Conditions of Contract, Specification, the Schedules of Quantity and delivery and rest of the bidding document to satisfy himself as to all terms and conditions and circumstances affecting the contract price. He shall quote price (s) according to his own allowances except as otherwise provided therein will be levied.
		3.2	The owner shall not be responsible for any misunderstanding or incorrect information obtained by the consultant other than information given to the consultant in writing by the owner.

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04	Patent Rights etc.	4.1	Any dispute arising in respect of copy right act for the services, documents and certificates provided by the Consultant and received by the owner shall be the responsibility of the consultant and the owner in no way shall be held responsible in any form or court of law in this regard.
05	Joint Venture/ Consortium	5.1	Not applicable (not allowed).
06	Contractor's Obligation	6.1	The Consultant is obliged to work closely with the Owner's staff, act within its own authority and abide by directives issued by the Owner during implementation activities.
		6.2	The Consultant will abide by the job safety measures prevalent in India and will free the Owner from all demands or responsibilities arising from accidents or loss of life during execution of the project. The Consultant will pay all indemnities arising from such incidents and will not hold the Owner responsible or obligated.
		6.3	The Consultant is responsible for managing the
			activities of its personnel and will hold itself responsible for any misdemeanors.
		6.4	The Consultant will treat as confidential all data and information during the execution of his responsibilities and will not reveal such information to any other party without the prior written approval of the Owner.
7	Contract's Default Liability	7.1	The owner may upon written notice of default to the contractor terminate the contract in circumstances detailed here under. i. If in the judgment of the owner, the consultant fails to make delivery of services and deliverables within the time specified in the contract or within the period for which extension has been granted by the owner, to the contractor. ii. If in the judgment of the owner, the consultant fails to provide service with any of the other provisions of this contract.
8	Rejection of Services	8.1	In the event on any of the service/deliverables provided by the consultant is found irrelevant and erroneous or otherwise not satisfactory with the requirements of the contract specification, the owner shall reject the Services/deliverables and request the Consultant in writing to rectify the same. The contractor on receipt of such notification shall either rectify or resubmit the required deliverables free of cost to the owner. If the contractor fails to do so within 30 days of written notice, the owner may: i. Terminate the Consultant for balance work/services, with enforcement of penalty as per contract. ii. The consultant shall not be allowed any extension

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			in contract completion period due to time taken to replenish the rejected service/deliverable.
9	Extension of Time	9.1	If at any time during performance of the Contract, the Consultant encounter conditions impeding timely completion of Services as per Section-I (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.
		9.2	Except in case of Force Majeure, as provided under GCC Clause-11 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- 10.
10	Price Reduction Schedule	10.1	Except as provided under GCC Clause-11 , 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, a sum equivalent to 0.5% of the value of the milestone Services, delivered beyond stipulated delivery schedule for each week or part thereof of delay (in deliverables), up to a maximum of 5% of payment milestone as defined in the payment schedule under section-IV.
11	Force Majeure	11.1	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, lock outs or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

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		11.2	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.
		11.3	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.
		11.4	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.
		11.5	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.
		11.6	The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure
		11.7	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.
		11.8	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.
		11.9	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.
12	Confidential Information	12.1	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.
		12.2	The obligation of a party under this clause, however, shall not apply to information that: (a) now or hereafter enters the public domain through no fault of that party; (b) can be proven to have been possessed by that

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			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
13	Subcontracting	13.1	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.
14	Service Quality	14.1	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.
15	Price quotation	15.1	The Consultant is requested to quote their FIRM price only for each individual item covered under price schedule. No price variation shall be entertained at any time during the contract period.
		15.2	All prices quoted must be firm and valid for 180 (One hundred and eighty) days from the date of opening of the techno-commercial bid
16	Terms of Payment	16.1	The Contract Price (Consultancy Fee) shall be paid on submission of invoice in triplicate and in the manner specified in the 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.
		16.2	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.
		16.3	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.
		16.4	The final payment under this Clause shall be made only after satisfactory completion of the activities mentioned in the Scope of Work.
		16.5	Payment shall be made by Odisha Power Transmission Corporation Limited, Odisha State Load dispatch Center (SLDC) & Grid Corporation of Odisha (GRIDCO) as per the price of the Letter of Awards. OPTCL/SLDC/GRIDCO may deduct such amounts from the Invoice, which are to be recovered as per the GCC.
17	Taxes and Duties	17.1	The Consultant and the personnel shall pay the taxes, duties; fees, levies and other impositions

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			levied under the existing, amended or enacted laws except service tax during life of this contract.
		17.2	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.
		17.3	OPTCL shall deduct TDS (Income Tax & GST) at the appropriate rate as per the existing law.
18	Performance Bank Guarantee	18.1	Three Nos of Performance Bank Guarantee at the rate of 10% (Ten percent) of the value of the total project cost against OPTCL, SLDC & GRIDCO shall be furnished from any Nationalized/Scheduled Bank to the Chief General Manager (I.T), OPTCL within 30 (thirty) days of acceptance of the work order, executed in a non-judicial stamp paper worth of Rs.100/- (Rupees Hundred) only subject to change as per ODISHA Stamp Duty Act valid for a
			valid for 39 months (Thirty Nine months) from date of acceptance of this contract as per proforma enclosed, towards security, 100% payment and performance guarantee purposes failing which the purchase order the owner may forfeit the whole amount of the Performance bank guarantee. The forfeiture of the Performance Bank guarantees 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.
		18.2	No interest will be payable on the Bank Guarantee amount.
		18.3	The Performance Bank Guarantee Formats against OPTCL, SLDC & GRIDCO to be given at the time of place of work order.
19	Change in Laws and Regulations	19.1	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.
20	Suspension	20.1	The Owner 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.

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21	Insurance	21.1	The Consultant shall take and maintain at their own cost, insurance coverage against the risks of their personnel and properties relating to this assignment
22	Jurisdiction of the Contract	22.1	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 extends.
23	Right to reject/ accept any tender	23.1	The owner reserves the right either to reject or to accept any or all tenders. The owner has exclusive right to alter the quantities of materials at the time of placing final purchase order. After placing of the order the owner may defer the delivery of the materials. It may be clearly understood by the tenderer that the owner need not assign any reason for the above action.
24	Contractor's Responsibility	24.1	Notwithstanding anything mentioned in the specification or subsequent approval or acceptance of the owner, the ultimate responsibility for design of materials and satisfactory performance shall rest with the tenderers.
25	Amendment	25.1	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.
26	Delivery	26.1	The Delivery of services relating to implementation of the project shall be in accordance with the milestones specified in the Section- IV, and acceptance of the services by Odisha Power Transmission Corporation Limited.
27	Termination	27.1	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.

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		27.2	<p>Termination for Default:</p> <p>(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:</p> <p>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)</p> <p>ii. if the Consultant commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as the Odisha Power Transmission Corporation Limited in its absolute discretion decide) provided in a notice in this behalf from the Odisha Power Transmission Corporation Limited.</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>
		27.3	<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>

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		27.4	Termination for Convenience: 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.
		27.5	Consequences of Termination: Upon Termination of the Contract, the Consultant shall: (a) Prepare and present a detailed exit plan within five calendar days of termination notice receipt to the or equivalent authority of Odisha Power Transmission Corporation Limited ("Exit Plan") (b)The or equivalent authority and along with designated team will review the Exit plan. If approved, Supplier shall start working on the same immediately. If the plan is rejected, 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.
		27.6	The Consultant and.....or equivalent authority will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.
28	Dispute Resolution	28.1	Any dispute or difference, whatsoever, arising between the parties to this agreement arising out of or in relation to this agreement shall be amicably resolved by the Parties through mutual consultation, in good faith and using their best endeavors. Parties, on mutual consent, may refer a dispute to a competent individual or body or institution or a committee of experts appointed By the owner for such purpose and abide by the decisions thereon.
		28.2	On non-settlement of the dispute, same shall be referred to the commissioner-cum secretary to Government, IT department, and energy Department of Odisha for his decision and the same shall be binding on all parties, unless either party makes a reference to arbitration proceedings, within sixty days of such decision.
		28.3	Such arbitration shall be governed in all respects by the provision of the Arbitration and Conciliation Act, 1996 or later and the rules framed there under and any statutory modification or re-enactment thereof. The arbitration proceeding shall be held in Bhubaneswar, Odisha.

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29	Standard of Performance	29.1	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.
30	Contract Agreement & NDA Sign	30.1	The successful bidder shall submit the Contract Agreement Form and Non-Disclosure Agreement Form as per Section: VII within 10 working days after issue of LOA.

SECTION-VI:

BIDDING FORMS

FORM (F-1):

TENDER Submission Sheet
(To be submitted on Firm's letterhead)

Bidder's Name &

Address To,

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

Sir,

Sub: Procurement of consultancy service towards implementation of ISMS (Information Security and Management System) leading to ISO 27001:2022 certification at OPTCL/SLDC/GRIDCO

TENDER Reference No. _____

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

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

Yours faithfully,

Full name:

Address:

Telephone:

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E-mail id:

FORM (F-2):

Work Experience Certificate of Lead Auditor/Implementer

To be submitted by the bidder for deployment of Manpower in the project on his Letter Head duly signed by Auth. Sign. & HR Head

#	Information Requirements	Details Submitted			
1	Name of the Person				
2	Designation in the current organization				
3	Academic Qualifications* (* Details to be provided for all the relevant degrees)	Degree	Year of Passing From - To	Institution/ University	Specialization
4	Professional Certifications with ID				
5	Total Experience (Years)				
6	Total Relevant Experience as per Scope of RFP (Years)				
7	Number of Years with the Current organization				
8	Summary of the Professional Experience (within 100 Words)				
9	Other Training & Certifications				
10	Certification	<p>I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications and experience.</p> <p style="text-align: center;">Name: _____ Signature: _____</p>			

FORM (F-3):

Project Experience

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

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

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

#	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.

Signature: _____

Seal: Full Name: _____

Address: _____

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:

.....

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

Particulars	FY.2019-20	FY.2020-21	FY. 2021-22
Annual Turnover of the Company from India Operations (Rs. in Crore)			

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

Signature of the Chartered Accountant:

Seal

Full Name:

Name of the CA Firm:

Address:

Phone No:

E-mail Id:

Note:

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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):**TECHNO-COMMERCIAL DEVIATIONS SCHEDULE**

Bidder's Name &

Address To,

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

Dear Sirs,

Sub: NO Deviations to the Scope of Works, Delivery Schedule, Eligibility Criteria.

We hereby undertake that without any deviation to the Scope of Works, Delivery Schedule, Eligibility Criteria and terms and conditions contained in the TENDER to implement the ISMS leading to ISO 27001:2022 certification at OPTCL/SLDC/GRIDCO.

NIT	TENDER Reference	Deviation to the Scope of Works, Delivery Schedule, Eligibility Criteria and terms and conditions contained in the TENDER.

Date:

(Signature of the Bidder)

Place:

(Printed Name)

(Designation)

(Common Seal)

.....

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

(The firm has to agree to implement the ISMS leading to ISO 27001:2022 certification at OPTCL/SLDC/GRIDCO without any deviation. Deviations if any mentioned above, acceptance of such deviations shall be at sole discretion of the OPTCL.)

FORM (F-6):

Acceptance of Important Terms & Conditions

Bidder's Name & Address

To,

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

Sub.:-----

With reference to your TENDER No. ----- dated -----
for "Procurement of consultancy service towards implementation
of ISMS (Information Security and Management System) leading
to ISO 27001:2022 certification at OPTCL/SLDC/GRIDCO", where
by confirm that we have read the provisions of the following
clauses and further confirm that notwithstanding anything stated
elsewhere to the contrary, the stipulation of these clauses of
TENDER are acceptable to us and we have not taken any deviation
to any clauses mentioned in the tender.

We further confirm that any deviation to the any clauses 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 (F-7):

Reverse Auction Process Compliance

(To be incorporated in the bid document).

(To be submitted on letter head of the bidding company with sign and stamp and along with Technical bid)

To,

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

Sub: Agreement to the Process related Terms & Conditions for e-Reverse Auction.

Dear Sir,

This letter is to confirm that:

- The undersigned is authorized representative of the company.
- We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in your tender and confirm our agreement to that.
- We also confirm that we have gone through the auction manual and have understood the functionality of the same thoroughly.
- We, hereby, confirm that we will honour the Bids placed by us during the tendering/ e- Reverse auction process as called as e-RA.
- We also confirm that we will accept our Rank / Position that will be displayed when the Bidding Time for the Online Reverse Auction is over.

With regards,

Signature with Designation with company seal Name & Address

Person having power of attorney for the subject package.

SECTION VII:**CONTRACT FORM****(To be executed on non-judicial stamp paper)****CONTRACT NO.:**.....

THIS CONTRACT made the day of 2021, 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 firm**" which expression shall include its successor, administrator and assigns), of the other part:

1. **WHEREAS OWNER** invited bids for Procurement of consultancy service towards implementation of ISMS (Information Security and Management System) leading to ISO 27001:2022 certification at OPTCL/SLDC/GRIDCO and has accepted a Bid by the firm, against which contract has been awarded by the OWNER forvide LOA No.:dated.....for the estimated Contract Value for the sum of Rs.....(Rupees..... Only) (hereinafter "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
3. In consideration of the payments to be made by OWNER to the Firm as indicated in this Contract, the Firm hereby covenants with OWNER to provide the Supply & Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. OWNER hereby covenants to pay the Firm in consideration of the provision of the Supply & Services and the remedying of defects therein, the Contract Price or such other sum as may

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become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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5. This agreement shall be subject to jurisdiction of the Hon'ble High Court of Odisha and Courts at Bhubaneswar to the exclusion of all other Courts.

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

For & on behalf of OWNER:

Name:.....

Designation:

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

For & on behalf of the Firm:

Name:
.....

Designation:
.....

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

In the Presence of

1. Witness - 1
(Name & Address)

2. Witness - 2
(Name & Address)

1. Witness - 1
(Name &Address)

2. Witness - 2
(Name & Address)

NON - DISCLOSURE AGREEMENT

(To be filled on non-judiciary stamp paper)

This Agreement is effective till dated___, between Odisha Power Transmission Corporation Ltd. having its office at Janpath Road, Bhubaneswar- 751022 and M/s_____, having its offices at____. The purpose of this agreement is preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information.

OPERATIVE PROVISIONS

1. In consideration of the disclosure of Proprietary Information by the Disclosing Party, the Receiving Party hereby agrees:
 - a. To hold the Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials)
 - b. Not to disclose any such Proprietary Information or any information derived therefrom to any third person
 - c. Not to make any use whatsoever at any time of such Proprietary Information except to evaluate internally its relationship with the Disclosing Party
 - d. Not to copy or reverse engineer any such Proprietary Information.
2. The Receiving Party shall procure that its employees, agents and sub- contractors to whom Proprietary Information is disclosed or who have access to Proprietary Information sign a nondisclosure or similar agreement in content substantially similar to this Agreement.
3. Without granting any right or license, the Disclosing Party agrees that the foregoing shall not apply with respect to any information after

 years

following the disclosure thereof or any information that the Receiving Party can document

- a. is or becomes (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee) generally available to the public, or
- b. was in its possession or known by its prior to receipt from the Disclosing Party as evidenced in writing, except to the extent that such information was unlawfully appropriated, or
- c. was rightfully disclosed to it by a third party, or
- d. was independently developed without use of any Proprietary Information of the Disclosing Party. The Receiving Party may make

disclosures required by law or court order provided the

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Receiving Party uses diligent reasonable efforts to limit disclosure and has allowed the Disclosing Party to seek a protective order.

4. Immediately upon the written request by the Disclosing Party at any time, the Receiving Party will return to the Disclosing Party all Proprietary Information and all documents or media containing any such Proprietary Information and all copies or extracts thereof, save that where such Proprietary Information is a form incapable of return or has been copied or transcribed into another document, it shall be destroyed or erased, as appropriate.
5. The Receiving Party understands that nothing herein requires the disclosure of any Proprietary Information or requires the Disclosing Party to proceed with any transaction or relationship.
6. The Receiving Party further acknowledges and agrees that no representation or warranty, express or implied, is or will be made, and no responsibility or liability is or will be accepted by the Disclosing Party, or by any of its respective directors, officers, employees, agents or advisers, as to, or in relation to, the accuracy of completeness of any Proprietary Information made available to the Receiving Party or its advisers; it is responsible for making its own evaluation of such Proprietary Information.
7. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity, nor enforceability of the remainder of this Agreement shall be affected. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party. This Agreement may not be amended for any other reason without the prior written agreement of both Parties. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect here to.
8. This Agreement shall be governed by the laws of the jurisdiction Odisha High Court, Cuttack and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory.

[Disclosing Party]

[Receiving Party]

By: Chief General Manager (IT), OPTCL

By: _____

Name: _____

Name: _____

Address: _____

Address: _____

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Date: _____

Date: _____