

# **ODISHA POWER TRANSMISSION CORPORTATION LIMITED**(A Govt. of ODISHA Undertaking)

Registered Office: Janpath, Bhubaneswar - 751022

TENDER NOTICE No.TW-IT/OT/02/2018-19

#### e-Tender for Procurement of IT Items for GRIDCO and OPTCL

Chief General Manager(IT), OPTCL, 3<sup>rd</sup> Floor, OPTCL TOWER, Janpath, Bhubaneswar on behalf of OPTCL invites bids in e-tender mode only from reputed eligible bidders for Procurement of IT Items for OPTCL, GRIDCO confirming to the terms and conditions mentioned as follows.

The interested eligible bidders may visit our website www.optcl.co.in on or after 19-06-2018, 14:00 Hrs. to go through / download the scope of supply and terms and conditions in detail. The techno-commercial bid shall be due on dated 05-07-2018, 16.30 Hrs.

The interested bidders would be required to enroll themselves on the tender portal <a href="https://www.tenderwizard.com/OPTCL">www.tenderwizard.com/OPTCL</a>. Complete set of bidding documents are available at <a href="https://www.tenderwizard.com/OPTCL">www.tenderwizard.com/OPTCL</a> from 19-06-2018, 14:00 Hrs. up to 04-07-2018 (17.00 Hrs.).

Interested bidders may visit OPTCL's official website <a href="http://www.optcl.co.in">http://www.optcl.co.in</a> and <a href="http://www.optcl.co.in">www.tenderwizard.com/OPTCL</a> for detail specification.

*N.B:- All subsequent addendums/corrigendum to the tender shall be hosted in the OPTCL's official website* **http://www.optcl.co.in** and **www.tenderwizard.com/ OPTCL** only.

**Chief General Manager (IT)** 

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## **SECTION- I: GENERAL INFORMATION TO BIDDERS**

The prospective bidders are advised to register their user ID, Password, company ID from website www.tenderwizard.com/OPTCL by clicking on hyper link "Register Me".

#### 1. Submission of Bids

The bidder shall submit the bid in Electronic Mode only <a href="www.tenderwizard.com/OPTCL">www.tenderwizard.com/OPTCL</a>. The bidder must ensure that the bids are received in the specified 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 collect the Bids in physical form will be entertained by the OPTCL. The OPTCL reserves the right to reject any bid, which is not submitted according to the instruction, stipulated. The participants to the tender should be registered under IT Act 1961 and Chapter V of Finance Act 1994.

- **A.** The Bidder must possess Compatible Digital Signature Certificate (DSC) of Class-III.
- **B.** Contractors / Vendors / Bidders / Bidders are requested to follow the below steps for registration.
  - i. Click "Register", fill the online registration form.
  - ii. Pay the amount of Rs. 2360/- online by Debit Card/ Credit Card/ Net Banking. This registration is valid for two years.
  - iii. After successful payment user id will be automatically activated.
- **C.** After viewing Tender Notification, if bidder intends to participate in tender, he has to use his e-tendering User Id and Password which has been received after registration and acquisition of DSCs.
- **D.** If any Bidder wants to participate in the tender he will have to follow the instructions given below:
  - i. Insert the PKI (which consist of your Digital Signature Certificate) in your System (Note: Make sure that necessary software of PKI be installed in your system).
  - ii. Click / Double Click to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer).
  - iii. Go to Start > Programs > Internet Explorer.
  - iv. Type www.tenderwizard.com/OPTCL in the address bar, to access the Login Screen.
  - v. Enter e-tender User Id and Password, click on "Go".
  - vi. Click on "Click here to login" for selecting the Digital Signature Certificate.
  - vii. Select the Certificate and enter DSC Password.
  - viii. Re-enter the e-Procurement User Id Password
- **E.** To make a request for Tender Document, Bidders will have to follow below mentioned steps.
  - i. Click "Un Applied" to view / apply for new tenders.
  - ii. Click on Request icon for online request.
  - iii. Pay the required tender Processing fee.

Note: For tender processing fee to **K.S.E.D.C Ltd. Bangalore**, the bidder can use various modes of e-payment facility available through Tender wizard portal, i.e by Credit Card, Debit Card, Net Banking.

- **F.** After making the request Bidders will receive the Bid Documents which can be checked and downloaded by following the below steps:
  - i. Click to view the tender documents which are received by the user.
  - ii. Tender document screen appears.
  - iii. Click "Click here to download" to download the documents
- **G.** After completing all the formalities Bidders will have to submit the tender and they must take care of following instructions.
  - i. Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not
  - ii. Note down / take a print of bid control number once it displayed on the screen
- **H.** Competitors bid sheets will be available in the website.
- **I.** For any e-tendering assistance, contact help desk number mentioned below.

Bangalore - 080-40482000

## 2. The Bidding Process & Schedule

a.	Type of Bidding	Two-part bidding
b.	The tender,  Bidder Participation	This tender no.TW-IT/OT/02/2018-19 consists of one Schedule.  The interested eligible bidders, have to submit their bids for all items of the schedule. The bidders can view the tender documents from website www.optcl.co.in or www.tenderwizard.com/OPTCL free of cost.
	Bidding process	The bids have to be submitted online in www.tenderwizard.com/OPTCL site as per the clause 4 "Manners to submit "the bid below.  The bids which are not out-rightly rejected as per the clause 3.1 below are then scrutinized for meeting the qualifying criteria.
		The bidders who qualify as above are then evaluated on the basis of price quote.  The Successful Bidder (SB) based on L1 prices shall address the supply contract.  It is the sole discretion of the purchaser in the interest of
		OPTCL to select L1 bidder, for each of Item, or L1 bidder for all the items together.

c.	Amendment to Bidding	At any time prior to the deadline for submission of the			
	Document	bids, OPTCL may amend the bidding document by			
		giving reasonable time and issuing addenda.			
		Any addendum / modification / errata / corrigendum issued shall be part of the bidding document and shall			
		be hosted in OPTCL's website/e-tender portal. The			
		bidder shall visit the e-tender portal of OPTCL for any			
		addendum / modification / errata / corrigendum etc.			
d.	Withdrawal, substitution	No Bid shall be withdrawn, substituted, or modified			
	and Modification of Bids	after the deadline for submission of bids.			
		However, a Bidder may withdraw, substitute, or modify			
		its Bid under the following situation			
		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.			
e.	Tender Documents	The bidders can view the tender documents from			
		website <u>www.optcl.co.in</u> and the tender portal			
		www.tenderwizard.com/OPTCL free of cost.			
f	Tender Cost	₹ 11,200/- (non-refundable) including GST@12%.			
g	Mode of Payment of Tender	Demand Draft in favor of DDO Hqrs OPTCL			
	cost	Bhubaneswar payable at Bhubaneswar. The DD must be issued by a nationalized bank on or before the last			
		date for submission of bidding documents.			
h	Tender Processing Fee	Tender processing fee of ₹ 5900/-(5000 + GST 18%)			
11	Tender Frocessing Fee	through e-Payment mode.			
i	EMD*	The tender shall be accompanied by Earnest Money			
		deposit of Rs. 35,000/- only. Tenders without this			
		required EMD will be rejected out rightly.			
j.	Mode of EMD	Bid security to be submitted by a crossed bank			
		draft/pay order drawn in favor of "The Drawing and			
		Disbursing Officer, Head Quarters, OPTCL			
k.	Submission of EMD/Tender	Please see documents to attach, at 4. below			
1	Cost/ Tender Processing Fee Date and time of	19-06-2018, 14:00 Hrs			
l.	commencement of	17-00-2010, 14:00 HIS			
	downloading of bidding				
m.	Last date and time of	04-07-2018, 17:00 Hrs			
1111	downloading/closing of				
	bidding documents				
n.	Last date and time of	05-07-2018, 16:00 Hrs			
	submission of bid				
	documents				
0.	Pre-Bid Meeting and	Only the Bidders who are eligible, seriously interested,			
	Date of Dro Pid Mosting	submit their queries if any on this pre-bid meeting Date			
	Date of Pre-Bid Meeting	and time viz., 27-06-2018 11:00 Hrs			

p.	Time of opening of Techno- Commercial bids	05-07-2018, 16:30 Hrs.
q.	Time of opening of Price bids	Will be intimated later
r.	Place of Opening of Bids	3 <sup>ru</sup> Floor Conference Hall OPTCL Building OPTCL Janpath Bhubaneswar or Online through e-tender portal
S.	Address for communication	Chief General Manager (IT), 3rd Floor, OPTCL Tower, OPTCL, Janpath, Bhubaneswar – 751022 infotech@optcl.co.in

In the event of the date specified for bid receipt, opening being declared as a holiday for purchaser's office, the due date shall be shifted to next immediate working day at the appointed time and place.

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

#### 3. Outright Rejection, Qualifying Requirements

The documents uploaded and / or submitted as per the clause **4. "Manner to submit the bid"** shall form the basis for scrutinizing for Outright Rejection & Qualifying Requirements

## 3.1 Out Right Rejection Criteria

The bids shall be summarily rejected if the following requirements are not met.

Sl	Requirement				
1.	Tenders shall be complete in all respects and submitted through e-tender mode and				
tenders submitted by any other mode shall not be entertained.					
2.	The Tenders should be kept valid for a period of 180 days from the date of				
	submission of bids for this the bid form mentioned at Schedule-B has to be				
submitted					
3.	3. The Tender shall be accompanied by Earnest Money Deposit of value and mode				
specified at 2.0 Bidding Process & Schedule above					
4.	Tenderer must have submitted the tender paper cost as per the instruction at 2.0 above				
5.	Must submit Tender Processing Fee as stated in Section 1 of clause 2.h				

#### 3.2 Qualifying Requirement

Price Evaluation of Techno-commercial Bids shall be taken up only in respect of Bidders who fulfill the Qualifying Requirements.

The bidders should have / possess the following qualifications / experience.

SL	REQUIREMENT			
1	The bidder should provide copy of OEM's Authorized Partner / Retailer Certificate for all IT H/W, S/W items quoted (except the items for which the bidder itself is the OEM) along with the bid.			
2	Bidder shall be financially sound and must not be anticipating any ownership change for three years from bid submission.  An undertaking to this effect shall be submitted by the Bidder.			
3	<b>The bidder shall give an undertaking</b> as a part of this contract to provide technical configuration, consultancy and guidance at no extra cost to OPTCL for proper configuration and integration of H/W or S/W items.			
4	The Bidder should be a certified ISO 9001.			
5	For all items the bidder must have full-fledged service center in ODISHA equipped with spare stock and certified manpower. The bidder must have an office since last 3 years in ODISHA.			
6	The tenders should be kept valid for a period of <b>180</b> days from the date of opening of the tender as notified in the tender notice failing which the tenders will be rejected.			
7	Should submit audited Annual Accounts for last three financial years 2015-16, 2016-17 & 2017-18.			
8	The annual turnover of the bidder in each FY 15-16, 16-17 & 17-18 duly certified by CA. As per Audited Financial Statement should not be less than Rs 50 lakh per annum.			
9	Experience of minimum 3 nos. of similar contracts in last 3 years. Minimum Order value of Rs 35 lakh in supply and installation of similar items with a government / PSU / autonomous public body, in a single order.			

#### 4. Manner to submit the bid

#### (A) Hard Form of Documents (In Original):

Timely Submission of the Documents is the sole responsibility of the bidder

The following documents shall be furnished in original in a sealed envelope in the office of the undersigned on or before the last date and time of submission of tender.

- DD towards Tender Cost and EMD. DDs must be issued on or before the last date of submission of Tender
- Documentary proof of payment of Tender Processing Fees through e-payment mode.
- Authentic copy of registration Certificate as MSE unit if any, for claiming 50% EMD exemption.
- Power of Attorney notarized copy for signing the bid document if any.

### (B.) Scanned Copies to be uploaded in .pdf format

All the supporting documents as below are to be signed and scanned, then uploaded

#### in the tenderwizard.com.

# All the supporting documents as below are to be signed and scanned, then uploaded in the tenderwizard.com. Attach name must be as mentioned as given below

ATTACH	DOCUMENT / DESCRIPTION
doc1	Bid Declaration Form SCHEDULE-B
doc2	Earnest Money Deposit (EMD) DD as the case may be from any Nationalized / Scheduled Commercial Bank, DD towards tender paper cost and tender processing fees through e-payment.
doc3	Manufacturers Authorization form on prescribed Schedule-C
Doc4	Copies of certified auditor statement on Annual Turnover and Audited Financial Statement (BS, PL) for last 3 years 2015-16, 2016-17 & 2017-18.
Doc5	<b>An undertaking that there will be no</b> ownership change for three years from bid submission
Doc6	<ul><li>a) Certificate of Incorporation</li><li>b) Registered Office Address and Principal place of business;</li><li>b) Copy of power of attorney of the signatory of the bid to commit the bidder if any</li></ul>
Doc7	Information regarding any current litigation in which the bidder is involved, the parties concerned, and disputed amount; <b>Declaration</b> to be submitted
Doc8	Declaration to provide technical consultancy and guidance at no extra cost to OPTCL for proper configuration and integration with OPTCL IT System
Doc9	Valid certificate ISO 9001
doc10	Technical Deviation Statement if any as per "Deviations" title in the format described in Schedule-F
doc11	Photo copy of PAN, GST Registration Certificate.
Doc12	IT Return of last 3 Financial Year
Doc13	All the required / relevant schedules of this tender including Schedule E
Doc14	Duly filled, Signed, Stamped with official stamp on the specification Compliance table at Section. V

# (C) KEY-IN on the Schedules (.XLS) in the Tender Portal

Following are the schedules in .XLS format to be downloaded, filled in and uploaded by the Bidder as per the OWNER format in the <a href="https://www.tenderwizard.com/OPTCL">www.tenderwizard.com/OPTCL</a> portal.

#### 1. File Name: Technocommercilsheet.xls

Sl.	Particulars		
1.	Bidders information		
2.	Acceptance of Important Terms and Conditions		
3.	Techno-commercial Schedule		
4.	Make & Model Declaration		

#### 2. File Name: TenderPriceSchedule.xls

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.

#### N.B

- 1. Notwithstanding anything stated above, OPTCL reserves the right to review the Bidder's capability and capacity to perform the contract at the time of award and reserves the right to accept or reject any or all tenders without assigning any reason thereof.
- 2. On request, original documents should be produced by the bidder failing which the tender would be deemed unresponsive hence incomplete.

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#### **SECTION- II: INSTRUCTIONS TO BIDDERS**

- a. Bidders are expected to fully conversant with the meaning of all the clauses of the Bid document before submitting their tenders. In case of doubt regarding the meaning of any clause the Bidder may ask clarification in writing, before submitting the bid before the due date in much advance, from the Chief General Manager (IT), 3rd Floor, OPTCL Building, Janpath, Bhubaneswar 751022, infotech@optcl.co.in. This however, does not entitle the bidder to ask for time beyond due date fixed for techno commercial bid or due date as may be fixed by Purchaser for Financial Bid.
- b. Conditional offers shall not be accepted
- c. The tenderers or their authorized representatives (limited to one person) may be present, at the time of opening the bids.
- d. After opening of the techno-commercial bid if some modification of specification is agreed upon by OPTCL the same shall be published in the OPTCL website.
- e. If necessary the bidder may be requested to revalidate the tender after expiry of the validity period under the same terms and conditions as per original bid except any change in the delivery period. In such an event, the bidders are free to change any or all conditions of their bids including price at their own risk. If the bidder does not revalidate the tender, the tender shall stand rejected and E.M.D. deposited shall be forfeited.
- f. The bidder's deviations if any should be clearly indicated giving full justifications for such deviation in a separate sheet(s) under Schedule-F.
- g. Over writing shall be avoided. Erasures and other changes shall bear the dated initial of the person signing the tender along with company seal.
- h. In the event of discrepancy or arithmetical error in the schedule of price, the decision of the Purchaser shall be final and binding on the Bidder.
- i. For evaluation, the price mentioned in words shall be taken if there is any difference in figure and words in the price bid.
- j. The price bids of the technically and otherwise acceptable bids shall only be evaluated. The price bids of others (along with E.M.D. if any) shall be returned to the bidders unopened.

# **SECTION - III: SCOPE OF WORK**

# Scope of Work: - Supply, Installation & Commissioning

The **Scope of work** includes the Supply, Installation, Commissioning of the IT items with Technical specifications mentioned at Schedule - I. The end of life of all the IT Hardware items quoted by the bidder should be a minimum Five (5) years from the bid submission date.

## **Schedule of Quantity**

Sl. No	Description	Qty. (nos.)
1	Desktop PC with Windows OS	50

# **SECTION - IV: GENERAL CONDITIONS OF CONTRACT (GCC)**

#### 1. SCOPE OF THE CONTRACT

The **Scope of work** includes the Supply, Installation, Integration, Testing and Commissioning of the items mentioned in Section – III, at OPTCL Offices (Hqrs. and Field offices), in Odisha.

#### 2. **DEFINITION OF TERMS**

In writing these General Conditions of Contract, the Specification and bill of quantity, the following works shall have the meanings hereby indicated unless there is something in the subject matter or contract in consistent with such constructions.

- 1.1 "The Purchaser" shall mean the ODISHA POWER TRANSMISSION CORPORATION LTD or OPTCL.
- 1.2 "The Engineer" shall mean the engineers appointed by the Purchaser for the purpose of this contract.
- 1.3 "Purchaser's representative" shall mean any person or persons or consulting firm appointed and remunerated by the Purchaser to supervise, inspect, test and examine workmanship and materials of the equipment to be supplied.
- 1.4 "The Contractor" shall mean the Bidder whose bid has been accepted by the Purchaser and shall include the Bidders executions, administrator's successors and permitted agencies.
- 1.5 "IT items" shall mean and include all machineries, apparatus, materials, articles and services to be provided with respect to items mentioned in schedule of Quantity at Section-III, under the contract by the contractor.
- 1.6 "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, Goods and Services Tax and other taxes and duties if applicable.
- 1.7 "General Condition" shall mean these General Condition of Contract/GCC.
- 1.8 "The Specification" shall mean the specification annexed to or issued with the General Conditions and shall include the schedules and drawings attached thereto as well as all samples and pattern, if any.
- 1.9 "Month" shall mean of calendar month.
- 1.10 "Writing" shall include any manuscript, type written printed or other statement reproduced in any visible form and whether under seal or under hand.
- 1.11 "Total" costs shall mean the cost of equipment and material. The cost is inclusive of packing, forwarding and insurance & Freight charges and applicable GST. The GST shall be shown in a separate column item wise alongside the basic price quoted at the applicable rate in tax invoice. The Basic Price and GST thereon shall be for final price.
- 1.12 The "term" contract shall mean & include General Conditions, Specifications, and Schedules, Drawings, form of tender, covering letter, schedule of prices or the final General Condition, any special conditions applying the particular contract, specifications and drawings and agreement to be entered in.
- 1.13 Terms and condition not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act, failing that in the ODISHA General Clauses Act.

#### 3. GUIDELINES FOR THE BIDDER

#### Disclaimer

The Contractor 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. The purchaser shall not be responsible for any misunderstanding or incorrect information obtained by the contractor other than information given to the contract in writing by the purchaser.

#### 4. PURCHASER'S RIGHT TO ACCEPT/REJECT BIDS:

Under the prevailing circumstances, the purchaser reserves the right to reject any or all the tenders without assigning any reasons what so ever if it is in the interest of OPTCL.

#### 5. RIGHT REGARDING ALTERATION OF QUANTITIES TENDERED.

The Purchaser may alter the quantities of materials/equipment at the time of placing orders.

#### 6. ADDITIONAL QUANTITIES

The vendor shall supply the items on receipt and acceptance of the Purchase order. The initial order will be supplied within the stipulated period. If required, the vendor may be additionally required to supply up to 25% of the initial ordered quantity within six months of the issue of the order without any change in the price and other terms and conditions of the original purchase order. However, purchaser has the right to amend the work order term and condition except the approved additional quantity and price thereof.

#### **7. EMD**

The EMD submitted shall be of proper amount and validity. No interest shall be paid on the Earnest Money Deposit. No adjustment towards EMD shall be permitted against any outstanding amount with OPTCL.

In the case of unsuccessful bidder, the EMD will be refunded immediately after the tender is decided. In the case of successful bidder, this will be refunded only after furnishing of Composite Performance Bank Guarantee referred under payment terms.

EMD will be forfeited if the bidder fails to accept the letter of intent and/or Purchase order issued in his favor.

#### 8. PATENT RIGHTS

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

#### 9. MANNER OF EXECUTION

All equipment supplied under the contract shall be manufactured in the manner set out in the specification and to the reasonable satisfaction of the purchaser. All the IT equipment supplied by the contractor shall be new, unused and conforming to relevant standards

### 10. INSPECTIONS AND TESTING

The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Purchaser shall notify what inspections and tests the Purchaser requires and where they are to be conducted.

The inspections and tests may be conducted on the premises of the Manufacturer or Supplier at point of dispatch. The Supplier shall provide all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

The Purchaser's right to inspect, tests, and where necessary, reject the Goods after the

Goods arrival at Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods "shipment."

The inspection of the Goods shall be carried out to check whether the Goods are in conformity with the technical specifications attached to the contract and shall be in line with the inspection/ test procedures laid down in the Technical Specifications and the General Conditions of Contract. The Purchaser may again test the items after completion of the installation and commissioning at the site of the installation.

#### 11. DELIVERY & INSTALLATION SCHEDULE

- a) Delivery and installation will be arranged by the supplier, at OPTCL Hqrs. and Field Units across Odisha, as per the consignee to be intimated in the PO with no extra cost to the purchaser.
- b) The delivery, installation and commissioning of *the items ordered, should be within* 8(Eight) weeks from the date of issue of Purchase Order.

#### 12. MANUALS AND DRAWINGS

The supplier shall provide OEM supplied user manuals, software drivers accompanying CD/DVD, Drawings.

#### 13. DOCUMENTATION

The Supplier shall provide complete and legal documentation of all IT equipment and the associated software. The supplier shall also indemnify the purchaser against any levies/penalties on account of any default in this regard.

#### 14. SUCCESSFUL INSTALLATION

The installation and commissioning of the items will be deemed complete only when the installation certificate is signed by the consignee of the items / user of the item.

In the event of the IT items of the Contract fails to be fully operational at the time of installation, a period not exceeding **ten days** will be given to rectify the defects and clear the installation, failing which the Purchaser reserves the rights to get the equipment replaced by the Supplier at no extra cost to the Purchaser.

#### **15. SUPPLIER'S OBLIGATIONS**

- (i) The Supplier is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser during implementation activities.
- (ii) The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life during installation and commissioning activities. The Supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.
- (iii) The Supplier is responsible for managing the activities of its personnel or subcontracted personnel and will hold itself responsible for any misdemeanors.
- (iv) The Supplier 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 Purchaser.

#### **16. SITE PREPARATIONS**

The Purchaser is solely responsible for providing the storage, installation and commissioning site for the installation of IT items, compliance with the technical and environmental specifications defined by the Supplier.

#### 17. CONTRACT'S DEFAULT LIABILITY

i. The Purchaser may, after 7 days of serving written notice of default by the supplier, terminate the contract in circumstances detailed here under.

- a. If in the judgment of the Purchaser, the supplier fails to make delivery of equipment / material within the time specified in the contract or within the period for which if extension has been granted by the Purchaser in writing in response to written request of the supplier.
- b. If in the judgment of the Purchaser, the supplier fails to comply with any of the provisions of this contract.
- ii. In the event, Purchaser terminates the contract in whole or in part as provided in Clause-18.i. a & b Section IV above, the Purchaser reserves the right to purchase upon such terms and in such a manner as he may deem appropriate in relation to the equipment/material similar to that terminated and the supplier will be liable to the Purchaser for any additional costs for such similar equipment/material and/or for penalty for delay as defined in clause-27 of this section until such reasonable time as may be required for the final supply of equipment.
- iii. In the event the Purchaser does not terminate the contract as provided in clause 18(i) above, supplier shall be liable to the Purchaser for penalty for delay as set out in Clause-27 of this section until the equipment is accepted.

#### 18. REIECTION OF MATERIALS

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

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

#### 19. EXTENSION OF TIME

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

#### **20. WARRANTY**

The bidder shall provide 5 years comprehensive (including Spares-Parts/Service/Labour/On-site) OEM warranty for all the IT items of Schedule of Quantity from the date of installation of the same. During warranty period the bidders should conduct preventive maintenance once in six months besides attending the calls.

In case the violation of the condition of warranty is not set right by the vendor, the Composite Bank Guarantee shall have to be extended beyond five years for which the vendor shall request the banker for the same.

The formalities for extension of OEM warranty should be completed before 3 months from the expiry of warranty period, by the bidder, otherwise OPTCL will be forced to en-cash the said Composite Bank Guarantee.

(i) The Supplier warrants that the Goods supplied under the Contract are new, unused, of

the most recent or current models, and they incorporate all recent improvements in design and materials unless provided otherwise in the Contract and all the Services configured shall render trouble free function. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

(ii) This warranty shall remain **valid for sixty (60) months** after the Goods, 100% inspected, have been delivered, commissioned at the final destination indicated in the Contract or **63 months** from the date of 100% delivery whichever is earlier. Warranty certificate shall be issued by the OEM.

# (iii) The free comprehensive support during the warranty period will include the following:

- a. The fault shall be rectified within 24 hours from the time of registration of the call at the OEMs call center / toll free no applicable.
- b. System readjustment and/or system changing-over support on occasions of reconfiguration and/or upgrade and extensions if any.
- c. The vendor shall be responsible for any defects that may arise out under normal usage due to faulty materials attached to the system, designing lacuna or poor workmanship. The vendor shall have to take immediate remedial measure for such defects at his own cost when called upon to do so by the Purchaser.
- d. The vendor should also guarantee that the equipment and its accessories supplied are complete and fully compatible in every respect, and conform to technical specifications of design, material and workmanship mentioned in the quotation offered and the technical specification. The vendor should also guarantee that the equipment and its accessories supplied would perform satisfactorily as per requirements mentioned in the specification.
- e. Any update/enhancement/upgrade to firmware etc. released till the completion of warranty shall be supplied, installed and commissioned free of cost by the bidder, irrespective of whether or not OEM charges for the same.
- f. Helpdesk, technical guidance on usage of features and functionality, problem solving and troubleshooting, rectification of error, enabling, and features of the software already provided.
- (iv) If any equipment gives continuous trouble, say three times in one month, during the warranty period, the Supplier shall replace the equipment with new equipment without any additional cost to the Purchaser.

#### **21. MAINTENANCE**

- a. Successful bidder has to supply & maintain all the items including re-installation of System Software, drivers, firmware incase gets corrupted.
- b. If the items mentioned in all the schedule of quantity are down and not working, same need to be repaired and restored for normal functioning as per agreed Service Level Requirements. Failing which price reduction will be made from Performance Security as per Clause 27.
- c. Free maintenance services including spares shall be provided by the vendor during the period of warranty.
- d. The maximum response time for maintenance complaint from any of the destination (i.e. time required for supplier's maintenance engineers to report to the installations after a request call/e-mail is made or letter is written) shall not exceed 48 hours.
- e. The vendor will accomplish preventive and breakdown maintenance activities to ensure that all hardware, and firmware execute without defect or interruption for at least required up time.
- f. In case up time is less than the stipulated up time, price reduction as indicated in the bid document shall be imposed on the vendor.

g. The amount of price reduction if any, will be recovered at source from the performance guarantee during the warranty as the case may be.

#### h. SLA FOR PERFORMANCE DURING MAINTENANCE PERIOD

- i. The original call log for all the logged calls of complaints & calls closed status should be sent by email to OPTCL on monthly basis for monitoring.
- ii. Along with the above mentioned call log, a date wise abstract of calls logged and repair status within SLA and outside SLA should be provided to OPTCL in the following format with supporting call reports duly signed by the OPTCL user:

	Calls closed							
Date	No. of calls logged	Within 6 hrs.	Within 12 hrs.		Within 2 Day	Within 3 Day	Within 4 Day	Within 5 Day

iii. The above table may be used for calculation of price reduction for not meeting the SLA requirements during maintenance/warranty period.

#### i. RUN TIME & UP TIME FOR ITEMS IN SCHEDULE OF QUANTITY

The bidder should attend to the breakdown call within 24 Hours. If any spare parts are to be replaced the call shall be completed within 96 Hours excluding holidays from the date of attending the call. Failing which penalty is applicable as per terms & conditions.

#### 22. PRICE

- i. Bidders are requested to quote their FIRM price only for each individual item covered under schedule of requirement. No price variation shall be entertained at any time during the contract period.
- ii. All prices quoted must be firm and valid for 180 days from the date of opening of the commercial bid.
- iii. All prices quoted shall not be affected by any escalation in prices of labor or materials, machinery, equipment, etc. or in rupee exchange rate during the price validity period whatsoever. However duties, levies, or taxes in respect of finished products will be at the rate prevalent at the time of delivery. In cases where the prices offered are included in basic product, the same should be mentioned against all those specific items.
- **iv.** The prices shall be FOR Destination only at the consignees store(s) inclusive of packing, forwarding, freight and insurance. In addition, the breakup of destination price shall be given as per **Schedule of prices in Section V.**
- v. Where ever the issue of foreign exchange is involved due to import of materials from a country other than India, the same shall be paid by the vendor. Import License, marine freight, insurance, customs duty, surcharge, port handling and clearing charges etc. all shall be vendors account and purchasers shall not be responsible in any way in this regard. All such costs shall be presumed to have been included in unit prices under column No.5 of Price Schedule D.

#### 23. IMPORT LICENCE

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

#### **24. VALIDITY**

Prices and conditions of sale of the offer should be valid for a period of **180** days from the date of opening of the tender. However, the tenderer shall confirm in writing in the tender in this regard, otherwise, must mention his validity period in writing in the tender failing which the tender shall be rejected.

#### 25. TERMS OF PAYMENT

- a. 90% payment shall be released on receipt of items in good condition on delivery, verification and stores entry of the all ordered IT Items which are fully inspected and inspection report is duly accepted by IT, OPTCL.
  - i. No advance payment in any form will be made.
  - **ii.** Handling of foreign exchange component and customs clearance, if any, must be taken care of by the bidder.
  - iii. The contract price shall mean firm price.
  - iv. For 90% Payment: Bellow mentioned documents are required
    - 1. Bills in triplicate duly certified for verification, stock entry and countersigned.
    - 2. Delivery Chalan.
    - 3. Approved OEM warranty certificate
    - 4. Submission of BG as per clause 26. Below
    - 5. Inspection Report
- b. Balance 10% shall be payable after submission of installation certificate of last item, bills in triplicate.

#### **Paying Officer:**

DDO HQRS OPTCL shall be the paying officer for all items intended for OPTCL Purpose and DDO HQRS GRIDCO shall be the paying officer for all items intended for GRIDCO Purpose.

#### **26. COMPOSITE BANK GUARANTE**

A composite Bank Guarantee at the rate of 10% (Ten percent) of the contract price shall be furnished from any Nationalized/Scheduled Commercial Bank to the Chief General Manager (I.T), OPTCL within 30 (thirty) days of issue of the purchase order, executed in a non-judicial stamp paper worth of Rs. 100/- (Rupees Hundred) only subject to change as per ODISHA Stamp Duty Act.

The CBG must be valid for a period of 63 (Sixty three) months from the schedule date of delivery of last lot strictly as per pro-forma enclosed, towards security, 100% payment and performance guarantee purposes, failing which the purchase order will be treated as cancelled. In the event of any breach or default in all or any of the conditions set forth and provided in the purchase order, the purchaser may forfeit the whole amount of the composite bank guarantee. The forfeiture of the composite Bank guarantee shall not in any way affect, limit or extinguish any remedy or relief to which the above authority may at any time be lawfully entitled.

No interest will be payable on Composite Bank Guarantee amount.

#### 27. PRICE REDUCTION SCHEDULE TOWARDS NON PERFORMANCE

Delay in execution of any supply order against this tender shall attract price reduction schedule.

#### A. For Supply of H/W Items

If the supplier fails to complete the delivery and installation as per delivery schedule specified, OPTCL shall recover from the supplier price reduction schedule @ of 0.5% of the taxable value of the undelivered/uninstalled portion (item) for each calendar week or part there of subject to a maximum of 5% of the ordered taxable price. Imposition of price reduction schedule is however subject to force majeure conditions.

#### **B.** For Maintenance Service

If down time is more than the permissible down time following price reductions shall apply (for every day beyond permissible window time price reduction shall be imposed as mentioned below in the table)

Item	Price Reduction beyond permissible down time for every day or part thereof and soon.				
For all items 0.1 % of the total taxable amount of that item at that site subject to maximum of 5% total taxable amount at that site.					
	The price reduction amount will be deducted from the amounts payable to the bidder by OPTCL. Once this amount is exhausted, price reduction amount will be recovered from the Performance Security. Once the Performance Security also exhausted, the bidder will be required to recoup the Performance Security. If the bidder fails to recoup the Performance Security, the bidder will be debarred from participating in tenders till the time he recoups the Performance Security.				

For this purpose the date of receipt of e-license through e-mail shall be reckoned as the date of delivery. Imposition of price reduction schedule is however subject to force majeure conditions.

#### 28. FORCE MAJEURE

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

#### 29. INSURANCE

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

#### 30. PAYMENT DUE FROM THE CONTRACTOR

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

#### 31. LIMITATION OF LIABILITY

The CONTRACTOR's total liability for all claims, costs, losses, expenses, actions, proceedings arising out of or in connection with this W.O and scope of work shall be limited to the fees paid. In no event shall either party be liable for any indirect, special, incidental, consequential or punitive damages (including without limitation damages for business interruption, loss of business profits, loss of business information or any other monetary loss) howsoever caused arising out of or in connection with the W.O and whether or not the party has been advised of the possibility of such damages. The CONTRACTOT shall be liable only for a fault, which is exclusively attributable to it or its contractors, and shall be discharged of its liabilities to the extent that a fault is attributable to the OWNER or its contractors.

#### 32. IURISDICTION OF THE HIGH COURT OF ODISHA

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

#### 33. CONTRACTOR'S RESPONSIBILITY

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

#### 34. LANGUAGE AND MEASURES

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

#### **35. CORRESPONDENCES**

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

#### 36. LEGAL ADDRESS OF THE PARTIES

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

#### **PURCHASER:**

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

#### **CONTRACTOR:**

(TO BE FILLED BY THE TENDERER)

#### **37. COPY RIGHT PROTECTION OF TENDER DOCUMENT:**

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

**Chief General Manager (IT)** 

## **SECTION - V: BID SCHEDULES AND FORMS**

#### **SCHEDULE-A: Technical Compliance Sheet**

Bidders need to submit the Technical Compliance Sheet or Deviations (if any) as per the Technical Specification mentioned in Schedule-I.

#### **FOR OPTCL & GRIDCO**

SL No.	ITEM DESCRIPTION	Compliance (Yes/No)	Deviations if any
1	Desktop PC with Windows OS		

Signature with Date Name in Block Letters Seal of the Company

**Note:** In case of any deviations, specific comments are to be filled in the deviation column. If the space is insufficient, a separate sheet may be enclosed.

#### **SCHEDULE-B: Bid Form**

#### To

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

Sir/ Madam

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

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

We agree to abide by **this bid for a period of 180 days** from the date fixed for bid opening under Section: II "**General Instruction to Bidders**", and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

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

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

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

Dated this	day of	20	
Signature		in the c	apacity of
		duly authorized to sign for an	d on behalf
of		(IN	BLOCK
LETTERS)		`	

#### SCHEDULE-C: Manufacturer's Authorization Form

#### (To be obtained from all OEMs on OEM's Letter Head)

To

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

Date:	
NITRefNo.:	
RFP No.:	

Dear Sir.

We [name of the Manufacturer] who are established and reputable manufacturers of [name and/or description of the goods] having factories at [address of factory] do hereby authorize [name and address of Agent] to submit a bid, and subsequently negotiate and sign the Contract with you for the goods manufactured by us against the above IFB.

We hereby extend our full warranty as per Clause no 20 & clause no. 21 of the General Conditions of Contract for the goods and services offered for supply by the above firm against this Invitation for Bids (IFB). We hereby confirmed that goods offered for supply by the above firm shall not be outdated within 5(five) years of supply and will provide necessary spares support service.

[Signature for and on behalf of

Manufacturer] [Name]

[Name of the Manufacturer]

**Note:** This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

# **SCHEDULE-D: Price Bid Form**

Price Schedule for Goods to be keyed in the .xls / .xlx template provided in the tender portal.

## Bidder's Name & Address:

# I. PRICE BID FOR IT (Hardware) EQUIPMENT OF OPTCL:

• In case of discrepancy between unit price and total, the unit price shall prevail.

1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11	12
Sl. No	Description	Count	Qty. (nos.)	Unit Price (Excluding GST)	GST (%)	IGST Amount	CGST Amount	SGST Amount	Total GST (7 or (8+9))	Total Unit Price Including GST(5+10)	Total Price(Including GST) (11*4)
	IT Hardware :										
	Desktop PC with Windows OS		50								

#### Note:

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

# **SCHEDULE - E: Bidder's Information**

#### 1.0 General Information

All individual firms bidding for the package are requested to complete the information in this form. Nationality information to be provided for all owners or Bidders who are partnerships or individually owned firms.

Where the Bidder proposes to use named subcontractors for critical components of the works, or for work contents in excess of 10 percent of the bid price, the following information should also be supplied for the specialist subcontractor(s).

1.	Name of firm	
2.	Registered office address	
3.	Telephone.	Contact
4.	Fax	Telex
5.	Place of incorporation/registration	Year of incorporation/registration

	Nationality of owners	
	Name	Nationality
1.		
2.		
3.		

#### 2.0 Capability Statement

1.	Name of Bidder
2.	Classifications
	(1) Manufacturer
	(2) Authorized Agent
	(3) Dealer
	(4) Others (please specify)
3.	Factory/Works:
	(a) Location
	(b) Description, Type and size of building
4.	Type of equipment manufactured and supplied during last three years.

Na	ame of equipment	Capacity/Size	Nos. manufactured	Nos. of orders on				
5.	Details of Organiza  a) No. of skilled en  b) No. of Unskilled	• •						
	,	trative employees epair/workshop						
	f) Storage space f g) Value of minim spares availabl service centres currency	e at all the						
	h) Value of the number of equ	modes/types by sipment serviced by						
6.	6. Names of three buyers to whom similar equipment was supplied in the past and to whom reference may be made by the Purchaser regarding the Bidder"s technical							
	(1)							
	(2)							
	(3)							

## **Banker Information**

Name of the Bidder:

Bidders shall provide financial information to demonstrate that they meet the requirements stated in the Instructions to Bidders. Each Bidder must fill in this form. If necessary, use separate sheets to provide complete banker information.

Name of Banker	
Address of Banker	
Tolonkono	
Telephone	
No. Fax No.	
Contact Name &	

Summarize actual assets and liabilities in Indian Rupees for the previous three years. Based upon known commitments, summarize projected assets and liabilities in Indian Rupees for the next three years.

# 4.0 Litigation History

# Name of Bidder:

Bidders should provide information on any history of litigation or arbitration resulting from Contracts executed in the last five years or currently under execution.

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

# 5.0 Performance Statement (for a period of last three years for all the type of items offered)

Sl. No.	Order	Order	Description	Value	Date of	Date of	Remarks	Balance	Expected date	Has the
	placed by	No. and	and quantity	of	completion	completion	indicating	qty.,	of	equipment been
	(full	date	of ordered	order	of delivery	of delivery	reasons for	if any, to	Commencement	satisfactorily
	address of		equipment		As per	as per	late	be	completion of	functioning?
	Purchaser)				contract	Actual	delivery, if	supplied	balance	Attach certificate
							any.		supplies	from the

						Ī
Date				(Signati	ıre)	
Place :				(Printe	d Name)	
				(Design	ation)	
				(Commo	on Seal)	

# 6.1 Details of Service Support

SERVICE CENTRE IN ODISHA  Location with Detail Address:									
Sl. No.	Address	Phone no.		Status of Office Working Days and Hours		Number o Hardware Staff		Value Min. Stock Available at all times	List of Firms serviced in last two (2) years

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

#### **SCHEDULE - F: Deviation and Alternatives**

The Bidder shall item wise any alternatives and deviations from the bid document included in his Bid. Each item shall be listed below with the following information:

Any proposal in this section will be applicable only for the bidders whose Bid will be substantially responsive in accordance with "Instructions to Bidders".

A Bid determined as not substantially responsive will be rejected and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

- 1. Reference Clause in the bid document.
- 2. Detailed description of the alternative or deviation.
- 3. Reason for the change.
- 4. The change in bid price if the alternative or deviation is withdrawn and the bidder conforms to the specifications.

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

# <u>SCHEDULE - G: Form of Certificate of Origin and Eligibility</u>

# Bidder's Name & Address

I (We) hereby certify that the equi	ipment and materials to be supplied are produced in untry.
I (We) hereby certify that my (our, an Eligible Sou	r) company is incorporated and registered in arce Country.
Date:	(Signature)
Place:	(Printed Name)
	(Designation)
	(Common Seal)

N.B: TO be signed and the scanned copy to be uploaded

#### SCHEDULE - H: Proforma for Composite Bank Guarantee

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

This Guarantee Bond is executed thisday of
(Bank) at
WHEREAS THE ODISHA POWER TRANSMISSION CORPORATION LTD., a corporate
body constituted under the Company Act, 1956 (herein after called "the OPTCL") has
placed orders No
(hereinafter called "The Contractor") for supply, install, testing and commissioning of the
AND
YAWARDENIA AL
WHEREAS the Contractor has agreed to supply, install, testing and commissioning
of at the OPTCL in terms of the said contract, AND

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

- (2) We (the Bank.......) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the OPTCL stating that the amount claimed is due by way of loss or damage caused to or suffered by the OPTCL by reason of any breach by the said Contractor of any of the terms or conditions contained in the said contract or by reason of the Contractor"s failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs......(Rupees...........).
- (3) We (the Bank......) also undertake to pay to the OPTCL any money so demanded not withstanding any dispute or disputes raised by the Contractor in any suit or proceeding instituted / pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal.

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

(4) We (the Bank.......) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be so enforceable till all the dues of the OPTCL under or by virtue of the said contract have been fully paid and its claims satisfied

or discharged or till Chairman-cum-Managing Director, ODISHA Power Transmission Corporation Limited or his nominee certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee.

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

- (5)We (the Bank.......) further agree that the OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said Contractor or for any forbearance, act or omission on the part of the OPTCL or any indulgence by the OPTCL to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
- (6) This guarantee will not be discharged due to the change in the name, style and constitution of the Bank and the contractor.
- (7) We (the Bank......) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the OPTCL in writing.
  - (8) We (the Bank......) further agree that this guarantee shall also be invokable at our place of business at Bhubaneswar in the state of ODISHA.

Dated at ..... the ...... day of ...... Two thousand ......

Witness:

(For and on behalf of the Bank)
(For and on behalf of the Bank)

Signatory

1.

2.

#### NOTE FOR TENDERERS:

- The B.G. is to be furnished in Non-judicial Stamp paper of Rs.100/- as applicable as per ODISHA Stamp Duty Act. From any Nationalized Bank.
- The stamp paper must be purchased in the name of the Bank issuing BG.

# <u>SCHEDULE - I: Technical Specifications</u>

# **DESKTOP PC**:

Sl. No.	Specification	Detail Description
1	Processor	Intel® 7th Generation Core i5 7500 or above. Min clock speed 3.2 GHz, 6MB Cache or better
2	Chipset/Motherbo ard	Intel Motherboard with OEM logo embossed on the motherboard
3	Memory	8 GB DDR4 RAM or higher, expandable to 32GB, Min 2 slots
4	Hard Disk	1 TB SATA HDD or higher 7200 RPM
5	Graphics	Integrated Intel® HD Graphics 630 or higher
6	Audio	High Definition Integrated Audio with Internal Speaker
7	Ethernet/ Communication	10/100/1000 On Board Integrated Gigabit Port
8	Bays	3 nos. of bays or higher
9	Ports	Min 6 nos. of USB ports. At least 2 nos. of USB 3.0 ports and min 2 nos. of USB 2.0 ports. HDMI port, RS232 serial port, VGA port must be present.
10	Form Factor	Tower
11	Power Supply	MAX 300 watt power consumption with min 85% efficiency
12	Keyboard/Mouse	Mechanical Keyboard with minimum 104 nos of Keys with dedicated num-pad. USB Keyboard and USB mouse from same OEM as Desktop
13	Operating System	Genuine Microsoft Windows 10 Professional
14	Certification	CE, FCC , EPEAT, Energy Star
15	Monitor	19.5" or higher IPS Panel LED with resolution (1440 x 900) or higher, TCO 6.0/TCO 7.0 certified or above

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