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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 Notice

e- TENDER NOTICE No. TW-IT/OT/02/2022-23

DATED: 24.05.2022

Office of Chief General Manager (IT), OPTCL on behalf of OPTCL invites bids in e-tender mode only from reputed eligible bidders for **“Annual Maintenance Contract (AMC) of HP Server & Storage in PDC, OPTCL”** for an estimated price of Rs. 97, 98,548/- Incl. GST (Rupees Ninety Seven Lakhs Ninety Eight Thousand Five Hundred Forty Eight Only) including GST for a period of 2 years.

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 24/05/2022 (10.00 Hrs) up to 16/06/2022 (16.00 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 17-06-2022.

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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A. SECTION-I

1. GENERAL INFORMATION TO THE BIDDERS

- I. **Name of the Project: Annual Maintenance Contract (AMC) of HP Server & Storage in PDC, OPTCL.**
- II. The prospective bidders are advised to register their user ID, Password, company ID in the website www.tenderwizard.com/OPTCL by clicking on hyper link "Register Me".

2. Submission of Bids

- I. The bidder shall submit the bid in Electronic Mode only i.e. www.tenderwizard.com/OPTCL. 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.
- II. Bids submitted by telex/telegram will not be accepted. No request to collect the Bids in physical form will be entertained by the OPTCL.
- III. The OPTCL reserves the right to reject any bid, which is not submitted according to the instructions stipulated.
- IV. The participants to the tender should be registered under IT Act, GST Act.
- V. The Bidder must possess Compatible Digital Signature Certificate (DSC) of Class-III mandatorily.
- VI. Contractors / Vendors / Bidders are requested to follow the below steps for registration
 - (a) Click "Register", fill the online registration form.
 - (b) Pay the amount of Rs. 2360/- through online in favour of KSEDC Ltd. Payable at Bangalore. This registration is valid for one year.
 - (c) Send the acknowledgment copy for verification.
 - (d) As soon as the verification is done the e-tender User ID will be enabled.
- VII. 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.
- VIII. If any Bidder wants to participate in the tender he/ she will have to follow the instructions given below:
 - (a) 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)
 - (b) Click / Double Click to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer).
 - (c) Go to Start > Programs > Internet Explorer.
 - (d) Type www.tenderwizard.com/OPTCL in the address bar, to access the Login Screen.

- (e) Enter e-tender User Id and Password, click on "Go".
 - (f) Click on "Click here to login" for selecting the Digital Signature Certificate.
 - (g) Select the Certificate and enter DSC Password
 - (h) Re-enter the e-Procurement User Id Password
- IX. To make a request for Tender Document, Bidders will have to follow below mentioned steps:
- (a) Click "Un Applied" to view / apply for new tenders.
 - (b) Click on Request icon for online request
 - (c) Enter the required fields including details of online for tender Processing fee
- X. After making the request Bidders will receive the Bid Documents which can be checked and downloaded by following the below steps:
- (a) Click to view the tender documents which are received by the user
 - (b) Tender document screen appears
 - (c) Click "Click here to download" to download the documents
- XI. After completing all the formalities Bidders will have to submit the tender and they must take care of following instructions:
- (a) Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not
 - (b) Note down / take a print of bid control number once it is displayed on the screen
- XII. Competitors bid sheets will be available in the website
- XIII. For any e-tendering assistance, contact help desk number: [080- 40482000](tel:080-40482000) (Bangalore)

3. SCHEDULE OF BIDDING

- | | | | |
|---|----------------------------|---|---|
| 1 | Type of Bidding | : | Two- part bidding |
| 2 | Tender Documents | : | The bidders can view the tender documents from Website "www.optcl.co.in" free of cost |
| 3 | Tender Cost | : | 14,160/- (non-refundable) including GST |
| 4 | Mode of paying Tender cost | : | Demand Draft payable to Drawing and Disbursing officer, Headquarters office, OPTCL, Bhubaneswar. The DD must be issued by a Nationalized/ Scheduled Commercial bank on or before the last date for sale of bidding documents, as per clause (j) below |

- 5 Tender Processing Fee(Online Payment) : The bidders shall have to submit non-refundable 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.
- 6 Submitted Tender Cost, Tender Processing Fee : The bidders shall scan the Demand Draft towards tender paper Cost and online payment receipt towards tender processing fee and upload the scanned image in the prescribed form in .gif or .jpg format in addition to submitted original.
- : The said demand draft is to be submitted in original at the office of the undersigned on or before the last date & time of submission of tender
- 7 Date of commencement of Sale of bidding document : **24/05/2022 (10:00Hrs)**
- 8 Last date of sale of bidding document : **16/06/2022(16:00Hrs)**
- 9 Last date and time for submission of bids : **16/06/2022 (16:00Hrs)**
- 10 Date of Pre-Bid meeting : **02/06/2022 (15:30Hrs)**
- 11 Time and date of opening of Techno-commercial bids : **17/06/2022 (16:00Hrs)**
- 12 Time and of opening price bids : Will be Intimated Later
- 13 Place of opening of bids : Office of Chief General Manager (IT), 3rd Floor, OPTCL Tower, OPTCL, Janpath, Bhubaneswar-751022
- 14 Address for communication : Chief General Manager (IT), 3rd Floor, OPTCL Tower, OPTCL, Janpath, Bhubaneswar-751022

4. SCOPE OF WORK, SCHEDULE OF QUANTITY, AMC WORK DELIVERABLES:

Scope of work: Scope of work comprises comprehensive maintenance, testing, configuring and integrating all components under AMC of HPE Server/Storage Items in OPTCL along with other accessories that meet the full functionality to provide the maintenance services during the AMC period of the systems.

OPTCL, GRIDCO, SLDC Items to be put under AMC at OPTCL PDC.

(A) OPTCL Items at PDC

SL. No.	ITEM DETAILS	Qty. in Nos.
1	Rack Server Model: Hp Proliant DL 160 Gen9 (Back to back support from the OEM)	2
2	SAN Storage usable 30 TB Make – HPE 3 PAR Model-8200 (Back to back support from the OEM)	1
3	SAN Switch Make- HPE Model SN3000B (Back to back support from the OEM)	2
4	Network Switch (Layer-3) Make HPE Model-5930 2QSFP+2 SLOT SWITCH (Back to back support from the OEM)	2

(B) GRIDCO Items at PDC

SL. No.	ITEM DETAILS	Qty. in Nos.
1	Blade Server Model: Hp Proliant BL460c Gen9 (Back to back support from the OEM)	8
2	Blade Server Model: Hp Proliant BL460c Gen8 (Back to back support from the OEM)	8
3	Rack Server Model: Hp Proliant DL580 G7 (Back to back support from the OEM)	6
4	HP MSA 2040 SAN DC LFF STORAGE	1
5	HPE MSA 2040 ES LFF DISK ENCLOSURE	1
6	HPE 82Q 8GB DUAL PORT PCI-E FC HBA	6

(C) SLDC Items at PDC

<u>Sl. No</u>	ITEM DETAILS	Qty. in Nos.
1	Blade Server Model: Hp Proliant BL460c Gen9 (Back to back support from the OEM)	12
2	SAN Storage HP_3PAR 8400 (Back to back support from the OEM)	1
3	SAN Switch HP-C7000 (Back to back support from the OEM)	1

5. Opening of Bids: -

- a. Bids will be opened in the presence of Bidders or Bidder's representatives who choose to attend at the specified date and time.
- b. Price Evaluation of Bids for Bidders shall be taken up only in respect of Bidders who fulfill the Qualifying Requirements in the Techno-Commercial evaluation.
- c. The bidders shall be intimated on the date of opening of price bid through OPTCL's web site and also if any change subsequently in the date thereof.
- d. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids will be the following working day and the due date for opening of bids will be the next working day after the last date of submission of bid.
- e. OPTCL reserves the right to cancel/withdraw the invitation for bids without assigning any reasons and shall bear no liability whatsoever consequent upon such a decision.

6. ELIGIBILITY CRITERIA OF THE BIDDER:

1. Bidder must have its own valid PAN No. GST REGISTRATION NO. & CIN
2. The firm should be a registered firm under **limited** company Act and should be in existence over 3 years in the trade of maintenance & Service / AMC of systems and should be having average annual turnover of Rs. 3 crore or more per annum exclusively in the said IT maintenance trade.
3. The firms must have previous experience in maintaining AMC for Computer Hardware & Peripherals in offices of Government of India / State Government / public sector organizations / Autonomous Bodies (documentary evidence in support of the same from offices / organizations – where the firm is presently holding AMC may be given).
4. Name, Designation, Address and telephone of authorized person with authorization proof.
5. Valid ISO 9001:2015/27001 series or similar Certificate, a copy of the valid ISO certificates must be submitted with techno-commercial bid. The contractor shall ensure that standards and procedures of the services comply with ISO standard.
6. Experience Certificate of 3 years in providing services in Central Government / Public Sector undertakings / State Govt.
7. Banker account details.
8. Income Tax Return of last 3 years. The bidder should be a profit making entity during last 3 financial years.
9. During last 5(five) years the bidder should not have been blacklisted/ debarred from participating in bid by OPTCL or any other Govt. organization. The bidder shall give a self-declaration in their company's letter head and duly signed by authorized signatory.
10. The bidder or Director(s) of the Company should not have been convicted by a court of Law for an offence involving moral turpitude in relation to business dealings during the past five (5) years. The bidder shall give a self-declaration in their company's letter head and duly signed by authorized signatory.
11. The Bidder should be a company registered under Indian Companies Act 1956.

12. Bidder should have their own office and Service Center having local presence and branch office in Bhubaneswar and logistic support to meet SLAs in different field location of OPTCL across Odisha.
13. The bidder should have their own Logistic Support and warehouse centrally or locally to provide support all over Odisha within the given time of SLA.
14. Bidder must be having minimum 1(One) ongoing contracts in Odisha with respect to same nature of job (AMC of IT and other peripherals) in any Central/State- govt./ PSUs, Public Limited company. Supporting documents must be submitted.
15. The Vendor should have call locking system with dedicated number / toll free number.
16. Vendors should have the facility of on-line monitoring of customers' calls and offering the customer facility to make local phone calls or through e-mail for registering the call or knowing its status. Vendor should have a proper database system for monitoring all calls from all their clients, through Call Escalation Matrix.

Conditions governing Opening of Tender Documents

The tender documents, soon after completion of the application period, will be opened in the presence of tender committee formed in this regard. In case where 'technical' bid of a vendor fails, the 'financial' bids will not be opened and may be returned to them as such. Financial bids shortlisted on the above conditions will be finalized soon thereafter. This office does not bind itself to accept the lowest tender and also reserves the right to (a) reject any quotation without assigning any reason whatsoever or (b) retendering afresh.

7. Manner to submit the bid

(A.) Tenders shall be in two Parts: The Tenderers are required to submit the tenders in two parts viz. Tenders shall be submitted in electronic mode only through (www.tenderwizard.com/ OPTCL).

- i. Part-I (Techno commercial)
- ii. Part-II (Price bid)

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

All the following supporting documents as below are to be signed and scanned, then uploaded in the tenderwizard.com.

Attachments	Document / Description
<u>Documents to be submitted as part of Techno Commercial Bid</u>	
doc1	OEM authorization from HPE for providing AMC Service and genuine spare parts and OEM Back to Back MAF for listed Items at Schedule -J .
Doc2	Bidder Should have min 1 nos. of similar type AMC project with in Central government PSU/Undertaking, State government PSU/Undertaking) Project.
Doc3	Copies of certified auditor statement on Annual Turnover and Audited Financial Statement (BS, PL) for last 3 years 2019-20, 2020-21, 2021-22. In case 2021-22 FY documents are not available, the firm has to submit documents related to the last 3 consecutive FY i.e. 2018-19, 2019-20, 2020-21.

Doc4	An undertaking that there will be no ownership change for three years from bid submission
Doc5	a) Certificate of Incorporation and principal place of business; b) written power of attorney of the signatory of the bid to commit the bidder if any
Doc6	Declaration of No subcontracting of the contract shall be made
Doc7	Information regarding any current litigation in which the bidder is involved, the parties concerned, and disputed amount; Declaration to be submitted
Doc8	Declaration to provide technical consultancy and guidance at no extra cost to OPTCL for proper configuration and integration.
Doc9	Valid ISO 9001:2015/27001 series Certificate or similar Certificate.
Doc10	Technical Deviation Statement if any as per "Deviations" title in the format described in Schedule-E
Doc11	Photocopy of own valid PAN No. , GST REGISTRATION NO. and any other certificate
Doc12	All the required / relevant schedules of this tender including Schedule C bidder should submit
Doc13	Duly filled, Signed, Stamped with official stamp on the specification Compliance table at Section III.
Doc14	Scanned copy of the Demand Draft towards tender paper Cost and online payment receipt towards tender processing fee
Doc15	Schedule – H : Declaration Form
Doc16	Schedule – I :Reverse Auction Process Compliance Form
<i>Documents to be submitted as part of Price Bid</i>	
Doc17	Bid Declaration Form SCHEDULE-B
Doc18	Price Schedule-C (Must not be part of technical bid, strictly should be part of Price Bid only)

If in the techno-commercials bid opening, it is found that, any the firm fails to upload any of the above requisite documents in the tender wizard portal, he may submit the same in signed, stamped, hard copy format within 7days at the O/o CGM (IT), OPTCL, Janpath, Bhubaneswar.

(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 www.tenderwizard.com/OPTCL portal.

1. File Name: Technical_Schedule.xls

Sl.	Particulars	Sheets in .XLS format
1.	Bidder Information and Deviations	Sheet-I

2. File Name: Price_Schedule.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 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.

On request, original documents should be produced by the bidder failing which the tender would be deemed unresponsive hence incomplete.

(C) STRATEGY FOR Electronic -REVERSE AUCTION (e-RA):

1.1. STRATEGY FOR Electronic -REVERSE AUCTION (e-RA) as per DoP dtd. 13.12.2021 of OPTCL.

- 1.1.1. Bidders are required to go through the guide lines given below and submit their acceptance to the same.
- 1.1.2. 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.
- 1.1.3. 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.
- 1.1.4. The strategy to be used for reverse auction shall be "DYNAMIC TEMPLATE BIDDING"

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

- 1.2.1. 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.
- 1.2.2. 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.
- 1.2.3. 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.
- 1.2.4. 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.
- 1.2.5. 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 as per current DoP.

(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.

(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.

- 1.2.6. 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].

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

1.2.8. 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.

1.2.9. 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.

8. Qualification of Bidder (OUT RIGHT REJECTION CRITERIA):

Apart from uploading scanned image as above, the following documents need to be submitted in original to the undersigned on or before the last date & time of submission of tender otherwise the bid shall be out rightly rejected. The above document is to be submitted in a sealed cover envelope super scribing the Tender Notice No & Date of opening of tender clearly on the envelope cover.

- I. Submission of BID Form through e-Tender only.
- II. DD/Cash Receipt/online receipt towards Tender paper Cost.
- III. Tender Processing Fee: Online Receipt.

B. SECTION-II

9. INSTRUCTIONS TO BIDDERS:

- i. OPTCL reserves the right to cancel/withdraw the invitation for bids without assigning any reasons and shall bear no liability whatsoever consequent upon such a decision.
- ii. After opening of tender and within the validity period, no reduction or Enhancement in price will be entertained. If there is any change in price, the tender shall stand rejected and the bids from the bidder for similar items against subsequent tender call notice of OPTCL, may not be considered.
- iii. If required, the Tenderers may be asked to extend the validity period of bids under the same terms and conditions as per the original tender except for the change in delivery period, In such an event the Tenderers are free to change any or all conditions of their bids including price at their own risk.
- iv. Conditional Offer: Conditional offers shall not be accepted.
- v. In the event of discrepancy or arithmetical error in the schedule of price, the decision of the purchaser shall be final and binding on the tenderer.
- vi. For evaluation the price mentioned in words shall be taken as final, if there is any difference in figure and words in the price bid.

9.1. General Terms & Conditions of the Contract

I. Scope of work:

1. Scope of work comprises supply, installation, commissioning and integration of all Server & storage components (except the exclusion list as mentioned hereunder) of the **Annual Maintenance Contract (AMC) of HP Server & Storage in PDC, OPTCL** along with other accessories that meet the full functionality, provide the maintenance services during the AMC period of the systems.

1.1 List of items explicitly included in AMC

- a) Installation of Operating System Software, Firmware required for running of the system.
 - b) Up gradation of firmware versions in case of **Server & Storage** in PDC OPTCL as per OEM HPE Norms without any cost to OPTCL.
2. For Comprehensive Maintenance of Hardware mentioned in the scope, assigning a qualified Engineer is essential, qualification being at least a Diploma/Engineering with minimum three years' experience of maintaining similar sites.
 3. Maintaining the requisite spares and consumables at the site is essential.
 4. Contractor has to keep an inventory of essential spare parts and standby units at our end at all the times i.e. 1nos. of Server and other essential spares.
 5. In the event of AMC no longer required for an item as specified in the quantity, then the customer shall communicate in writing to the firm before starting of the next AMC quarter so that, the item shall be dropped from further AMC in the contract henceforth. In case, EOSL is declared for an item specified in scope of work, the firm shall communicate in writing to the customer before starting of the next AMC quarter so that, the item shall be dropped from further AMC in the contract. In both of the cases, the work order shall be amended and issued to the firm.

9.2 DEFINITION OF TERMS:

- (a) "The Purchaser" shall mean the ODISHA POWER TRANSMISSION CORPORATION LTD or OPTCL.
- (b) "The Engineer" shall mean the engineers appointed by the Purchaser for the purpose of this contract.
- (c) "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.
- (d) "The Contractor" shall mean the Bidder whose bid has been accepted by the Purchaser.
- (e) "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, GST if applicable.
- (f) "General Condition" shall mean these General Condition of Contract.
- (g) "The Specification" shall mean the specification issued with the General Conditions and shall include the schedules.
- (h) "Month" shall mean of calendar month.
- (i) "Writing" shall include any manuscript, typed/hand written/ printed or other statement re-produced in any visible form and whether under seal or under hand.
- (j) The term "contract" shall mean & include General Conditions, Specifications, and Schedules, form of tender, covering letter, schedule of prices, and any special conditions applying the particular contract, specifications and agreement to be entered in.
- (l) 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.

9.3 GUIDELINES FOR THE BIDDER:

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

10. (a) PAYING OFFICER:-

The Drawing & Disbursing Officer of OPTCL, GRIDCO & SLDC Office, Bhubaneswar shall be the paying officer for this contract.

(b) OFFICER IN-CHARGE OF MAINTENANCE:-

Officer In-Charge Maintenance of our office is the officer-in-charge to interact with you in matters pertaining to maintenance of above equipment.

11. CONTRACT'S DEFAULT LIABILITY:

- i) The purchaser may upon written notice of default to the contractor terminate the contract in circumstances detailed hereunder.
If in the judgment of the purchaser, the contractor fails to make delivery of spares/service within the time specified in the contract or within the period for which extension has been granted by the purchaser, to the contractor.
- ii) In the event purchaser terminates the contract in whole or in parts, the purchaser reserves the right to purchase upon such terms and in such a manner as he may deem appropriate, spares/service similar to that of terminated and the contractor will be liable to the purchaser for any additional costs for such similar spares/service and/or for penalty for delay as defined in penalty clause. Execution of contract under such circumstances shall however be on express written willingness of both the parties.

12. REJECTION OF Spares:

In the event on any of the spare 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 spares 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 7 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.

13. EXTENSION OF TIME:

If the delivery of spares/service 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 SLA 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.

14. AMC

The free comprehensive support during the AMC period will include the following:

- a) The vendor shall rectify the fault within 2 hours from the time of registration of the call.
- b) The vendor shall be responsible for any defects that may arise out under normal usage due to faulty materials attached to the system, designing lacuna or poor workmanship. The vendor shall have to take immediate remedial measure for such defects at his own cost when called upon to do so by the user.
- c) The vendor should also guarantee that the spare 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 contract. The vendor should also guarantee that the equipment and its accessories supplied would perform satisfactorily as per requirements mentioned in the specification.

- d) In case of violation of any of the conditions of AMC, the Composite Bank Guarantee shall be invoked by the purchaser. In case the violation of the condition of AMC is not set right by the vendor, the Composite Bank Guarantee shall be extended beyond contract period for which the vendor shall request the banker for the same. Otherwise the purchaser will be forced to invoke the said Composite Bank Guarantee.
- (e) If any equipment gives continuous trouble, say six times in one month, during the AMC period, the vendor shall replace the equipment with new equipment without any additional cost to the Purchaser.
- (f) In case, the downtime of a unit exceeds 48 hours and the fault is not rectified or faulty equipment not replaced within stipulated period, a penalty of Rs.100/- per day per faulty unit will be charged and will be recovered from the performance guarantee or from any sum thereafter that may become due to the vendor out of this contract or any other contract with OPTCL, Bhubaneswar. 48 hours or part thereof beyond the stipulated downtime shall be counted as a full day for calculation and imposition of penalty.
- (g) The vendor shall provide quarterly preventive maintenance to the AMC Items. In case of the firm fails to conduct the quarterly preventive maintenance of any equipment of the contract during the AMC period, a penalty of 25% of the taxable value of the particular equipment not exceeding 25% of taxable amount of the particular equipment for that quarter and the penalty amount shall be deducted from the Composite Bank Guarantee of the firm.

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

15. PRICE:

- (a) 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.
- (b) All prices quoted must be firm and valid for 180 (One hundred and eighty) days from the date of opening of the commercial bid.
- (c) Wherever 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 from the vendor's account and purchasers shall not be responsible in any way in this regard. All such costs shall be presumed to have been included in contract price.

16. VALIDITY:

Prices and conditions 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.

17. TERMS OF PAYMENT:

- (i) Payment including GST shall be made to you after completion of each quarter of services satisfactorily.
However, the payment is subject to furnishing of:

- (a) Invoice - 3 (three) copies.
 - (b) Original preventive maintenance report (**Quarterly**) of each equipment covered under AMC duly signed by the users. The PM report must record the name in full and designation of the user along with office seal (if available) & the full name of the service engineer.
- (ii) No advance payment in any form will be made.

18. COMPOSITE BANK GUARANTEE:

A composite Bank Guarantee at the rate of 3% (Three percent) of the value of the total AMC cost shall be furnished from any Nationalized/Scheduled Bank to the Chief General Manager (I.T), OPTCL within 30 (thirty) days of issue 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 period of 25 (Twenty Five) months from the schedule date of starting of contract period strictly as per proforma enclosed, towards security, 100% payment and performance guarantee purposes failing which the work 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. In case of non-submission of CBG, amount equivalent to the CBG amount shall be deducted from the 1st qtr. AMC invoice of the firm towards retention money which shall be released after expiry of the contract period.

19. PENALTIES TOWARDS NON PERFORMANCE

Delay in execution of any service against this tender shall attract penalty. If the bidder fails to complete the AMC service delivery as per the SLA specified, the shall recover from the bidder as penalty a sum of 25% of the taxable item value of the undelivered portion (service) for each quarter or part there of subject to a maximum of 25% of the item value for that quarter. Imposition of penalty is however subject to force majeure conditions.

20. Force Majeure Clause

The bidder 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, restrictions, strikes, Freight Embargoes / failure in downloading, due to network problems, server down, link failure, site not ready, concerned user absent and provided that the bidder 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.

21. PAYMENT DUE FROM THE CONTRACTOR:

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

23. JURISDICTION OF THE HIGH COURT OF ODISHA:

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

24. GST, INCOME TAX CLEARANCE:

GST certificate and PAN should be enclosed with the tender.

25. RIGHT TO REJECT/ACCEPT ANY TENDER:

The purchaser reserves the right either to reject or to accept any or all tenders. The purchaser has exclusive right to alter the quantity and/or equipment ties of materials at the time of placing final AMC Work Order. After placing of the order the purchaser may defer the quantity of the materials. It may be clearly understood by the tenderer that the purchaser need not assign any reason for the above action.

26. CONTRACTOR'S RESPONSIBILITY:

Not with standing anything mentioned in the specification or subsequent approval or acceptance of the purchaser, the ultimate responsibility for AMC of equipment and satisfactory performance shall rest with the tenderers.

27. MINIMUM QUALIFICATION CRITERIA OF BIDDERS:

All the prospective bidders are requested to note that their bids can only be considered for evaluation only if they fulfil all the required criteria mentioned in the General Information to Bidders in the tender. Bidders, who do not fulfil these criteria, need not submit their bids.

28. 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.

29. 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.

30. LEGAL ADDRESS OF THE PARTIES:

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

31. 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)

32. 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)

C. SECTION-III

Specification Compliance or Deviations tables with reference to the specifications of items mentioned hereunder.

TECHNICAL SPECIFICATIONS

SCHEDULE-A

(A) OPTCL Items at PDC

<u>Sl. No</u>	ITEM DETAILS	Qty. in Nos.	Compliance (Yes/No)	Deviations if any
1	Rack Server Model: Hp Proliant DL 160 Gen9 (Back to back support from the OEM)	2		
2	SAN Storage usable 30 TB Make – HPE 3 PAR Model-8200 (Back to back support from the OEM)	1		
3	SAN Switch Make- HPE Model SN3000B (Back to back support from the OEM)	2		
4	Network Switch (Layer-3) Make HPE Model-5930 2QSFP+2 SLOT SWITCH (Back to back support from the OEM)	2		

(B) GRIDCO Items at PDC

<u>Sl. No</u>	ITEM DETAILS	Qty. in Nos.	Compliance (Yes/No)	Deviations if any
1	Blade Server Model: Hp Proliant BL460c Gen9 (Back to back support from the OEM)	8		
2	Blade Server Model: Hp Proliant BL460c Gen8 (Back to back support from the OEM)	8		
3	Rack Server Model: Hp Proliant DL580 G7 (Back to back support from the OEM)	6		
4	HP MSA 2040 SAN DC LFF STORAGE	1		
5	HPE MSA 2040 ES LFF DISK ENCLOSURE	1		
6	HPE 82Q 8GB DUAL PORT PCI-E FC HBA	6		

(C) SLDC Items at PDC

<u>Sl. No</u>	ITEM DETAILS	Qty.	Compliance (Yes/No)	Deviations if any
1	Blade Server Model: Hp Proliant BL460c Gen9 (Back to back support from the OEM)	12		
2	SAN Storage HP_3PAR 8400 (Back to back support from the OEM)	1		
3	SAN Switch HP-C7000 (Back to back support from the OEM)	1		

BID FORM

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

Ladies and/or Gentlemen,
Having examined the bidding documents, including Addenda Nos. *(insert numbers)*, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the spare/ service, accessories & associated services under the Contract for “**Annual Maintenance Contract (AMC) of HP Server & Storage** in PDC OPTCL” in conformity with the said Bidding Documents for the sum of _____ *(Total Bid Amount in Words and Figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our bid is accepted, to deliver the Goods/ Services 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 3% (Three percent) of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this bid for a period of 180 days from the date fixed for bid opening under the Clause “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 of20.....

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

(IN BLOCK LETTERS) with Seal.....

SCHEDULE-C

Price Schedule for AMC/ Services to be keyed in the .xls / .xlsx template provided in the tender portal.

Bidder's Name & Address:

(A) OPTCL Items at PDC

Sl. No	ITEM DETAILS	Qty. in Nos.
1	Rack Server Model: Hp Proliant DL 160 Gen9 (Back to back support from the OEM)	2
2	SAN Storage usable 30 TB Make – HPE 3 PAR Model-8200 (Back to back support from the OEM)	1
3	SAN Switch Make- HPE Model SN3000B (Back to back support from the OEM)	2
4	Network Switch (Layer-3) Make HPE Model-5930 2QSFP+2 SLOT SWITCH (Back to back support from the OEM)	2

(B) GRIDCO Items at PDC

Sl. No	ITEM DETAILS	Qty. in Nos.
1	Blade Server Model: Hp Proliant BL460c Gen9 (Back to back support from the OEM)	8
2	Blade Server Model: Hp Proliant BL460c Gen8 (Back to back support from the OEM)	8
3	Rack Server Model: Hp Proliant DL580 G7 (Back to back support from the OEM)	6
4	HP MSA 2040 SAN DC LFF STORAGE	1
5	HPE MSA 2040 ES LFF DISK ENCLOSURE	1
6	HPE 82Q 8GB DUAL PORT PCI-E FC HBA	6

(C) SLDC Items at PDC

Sl. No	ITEM DETAILS	Qty.
1	Blade Server Model: Hp Proliant BL460c Gen9 (Back to back support from the OEM)	12
2	SAN Storage HP_3PAR 8400 (Back to back support from the OEM)	1
3	SAN Switch HP-C7000 (Back to back support from the OEM)	1

Note:

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

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.	Head 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 AMC Services delivered during last three years.	
	Name of equipment	Capacity/Size
		Nos. manufactured
		Nos. of orders on hand
5.	<p>Details of Organization at Service Centre</p> <p>a) No. of skilled employees:</p> <p>b) No. of Unskilled employees:</p> <p>c) No. of Engineering employees</p> <p>d) No. of Administrative employees</p> <p>e) List of special repair/workshop facilities available</p> <p>f) Storage space for spare parts (sq. m.)</p> <p>g) Value of minimum stock of spares available at all the service centres in respective currency</p> <p>h) Value of the modes/types by number of equipment serviced by the centre in last two years</p>	
6.	Names of three buyers to whom similar spare/ service was delivered in the past and to whom reference may be made by the Purchaser regarding the Bidder's technical and delivery ability.	
	(1)	
	(2)	
	(3)	

3.0 Banker Information

Name of 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	
Telephone No. Fax No. Contact Name & Title	

4.0 Litigation History

Name of Bidder

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

Date :

(Signature)

Place :

(Printed Name).....

(Designation)

(Common Seal)

PERFORMA OF AMC SUPPORT

(DEVIATIONS 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)

PERFORMA OF AMC SUPPORT

(FORM OF CERTIFICATE OF ORIGIN AND ELIGIBILITY)

Bidder's Name & Address

I (We) hereby certify that the equipment, and spares to be supplied as part of AMC are produced in, an Eligible Source Country.

I (We) hereby certify that we are OEM authorized service partner of the items under scope.

I (We) hereby certify that my (our) company is incorporated and registered in, an Eligible Source Country.

Date: (Signature)

Place: (Printed Name)

(Designation)

(Common Seal)

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

SCHEDULE-G

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE (CPBG)

(To be stamped in accordance with Stamp Act and the Non-Judicial stamp paper of appropriate value should be in the name of the Issuing Bank.)

Ref No:

Bank Guarantee No.

Date:

BG Amount:

Validity Period:

This Guarantee Bond is executed this..... day of by us the..... Bank at , P.O..... , Dist....., State..... and Code No.....

Whereas the ODISHA POWER TRANSMISSION CORPORATION LIMITED, Janpath, Bhubaneswar, a company constituted under the Companies Act-1956 (hereinafter called OPTCL) has issued Letter of Award (LOA) No..... Dated..... for the purpose of work under Package No..... (herein after called “the Agreement”) to M/s. / Sri. , Address..... (herein after called the “Contractor”) for AMC of HPE Server/Storage Items at OPTCL under the above LoA and to release payment of the cost of the Contract Price to the Contractor on furnishing by the Contractor to OPTCL a Contract Performance Bank Guarantee (CPBG) of the value of 3% of the Contract Price of the said Agreement.

1. Now therefore, in accordance with the terms and conditions of LOA No. _____ dated _____ for the due fulfilment by the said Contractor of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____) only, we the bank _____ [Indicate bank Name , Address & Code] (hereinafter referred to as “the Bank”) at the request of M/s. / Sri. _____ contractor do hereby undertake to pay to OPTCL, an amount not exceeding Rs. _____ (Rupees _____) only .
2. We, the _____ Bank [indicate the name of the Bank, Address & Code] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from OPTCL. 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----- in Words).
3. We, the Bank also undertake to pay to OPTCL any money so demanded notwithstanding 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 irrevocable. The payment so

made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor 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 aforesaid period of _____ days and it shall continue to be so enforceable till all the dues of OPTCL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till OPTCL certifies that the terms and conditions of the said Agreement 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 or our Branch Office at Bhubaneswar <Mention Name, Address & Code of the Branch Office at Bhubaneswar of issuing Bank> in writing on or before (Date), we shall be discharged from all liability under this guarantee thereafter.

5. We, the _____ Bank [indicate the name of the Bank, Address & Code] further agree with the Board that 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 Bid or to extend time or performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by OPTCL against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Bid and we shall not be relieved from our liability by reason of any such variation postponement or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of OPTCL or any indulgence by 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 provision, have the effect of so relieving us.

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

7. We, the _____ Bank [indicate the name of the bank, Address & Code] lastly undertake not to revoke this guarantee during its currency except with the previous consent of OPTCL in writing.

8. We, the _____ Bank (Name, Address & Code) further agree that this guarantee shall also be invokable at our place of business at **Bhubaneswar** (indicate Name, Address & Code of the Branch at Bhubaneswar) in the State of Odisha.

“Notwithstanding anything contained herein”

a) Our liability under the bank guarantee shall not exceed Rs. ----- (Rupees in words----- ---) only.

b) This Bank guarantee shall be valid up to -----.

c) We or our Branch at **Bhubaneswar**<Mention Name, Address & Code.....> shall be liable to pay guaranteed amount or any part thereof under this guarantee only if you serve upon us at----- Branch of Bhubaneswar a written claim or demand on or before,

The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary’s advising bank (**ICICI Bank Bhubaneswar**, IFSC Code ICIC0000061).

Dated, the _____ Day of _____

For _____ [Indicate name of Bank]

Signature.....

Full Name.....

Designation.....

Power Of Attorney.....

Dated.....

Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

1. Signature.....

Full Name.....

2. Signature.....

Full Name.....

N.B.:

1. Name of the Contractor:
2. BG No & Date:
3. Amount (In Rs.):
4. Validity up to:
5. LOA No.....
6. Package No.....
7. Name, Address & Code of Issuing Bank:
8. Name, Address & Code of Bhubaneswar Branch of the Issuing Bank:

The Bank Guarantee shall be accepted after getting SFMS advice as per details below.

Format for SFMS details

(The Unique Identifier for field 7037 is “OPTCL541405793”)

Sl. No	PARTICULARS	TYPE	DETAILS
1	Type of Bank Guarantee	Mandatory	Contract Performance
2	Currency & Amount	Mandatory	
3	Validity Period(from— to --)	Mandatory	
4	Effective Date	Mandatory	
5	End date of lodgement of Claim	Mandatory	
6	Place of lodgement of claim	Mandatory	Bhubaneswar, Branch Name----- of Bhubaneswar Branch code----- of Bhubaneswar Branch Address ----- at Bhubaneswar
7	Issuing Branch IFSC Code	Mandatory	
8	Issuing Branch name & address	Mandatory	
9	Name of applicant and its details	Mandatory	
10	Name of Beneficiary and its details	Mandatory	
11	Beneficiary's Bank/Branch and IFSC Code	Mandatory	ICICI Bank Ltd IFSC Code-ICIC0000061

12	Beneficiary's Bank/Branch name and address	Mandatory	ICICI Bank Ltd Bhubaneswar Main Branch, Bhubaneswar
13	Sender to receiver information	Mandatory	
14	Purpose of Guarantee	Mandatory	Contract Performance
15	Reference/Description of the underlined tender/contract	Mandatory	NIT No----

Note:

1. Contractor shall furnish single CPBG for the contract (AMC of HPE Server/Storage Items at OPTCL).

2. Strikeout the portion which are not required.

3. In case a Contractor is a Joint Venture/Consortium, The CPBG shall be submitted by the Lead Partner mentioning the Name & Address of the Lead Partner & Other Partner.

DECLARATION FORM

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

Ladies and/or Gentlemen,
Having examined the bidding documents, including Addenda Nos. (insert numbers), the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the spare/ service, accessories & associated services under the Contract for “AMC of HPE Server/Storage Items at OPTCL” in conformity with the said Bidding Documents.

We undertake, if our bid is accepted, to deliver the Goods/ Services 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 3% (Three percent) of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this bid for a period of 180 days from the date fixed for bid opening under the Clause “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 of20.....

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

(IN BLOCK LETTERS) with Seal.....

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.

SCHEDULE-I

Sl. No	Item Description	Qty.	Equipment Serial Number	Organization
1	Rack Server Model: Hp Proliant DL 160 Gen9 (Back to back support from the OEM)	2	SGH713WFAD, SGH713WFAF	OPTCL Equipment
2	SAN Storage usable 30 TB Make – HPE 3 PAR Model-8200 (Back to back support from the OEM)	1	4C17141614	OPTCL Equipment
3	SAN Switch Make- HPE Model SN3000B (Back to back support from the OEM)	2	CZC7082APP, CZC7082AUD	OPTCL Equipment
4	Network Switch (Layer-3) Make HPE Model-5930 2QSFP+2 SLOT SWITCH (Back to back support from the OEM)	2	CN6BH2W07Y, CN6BH2W088	OPTCL Equipment
5	Blade Server Model: Hp Proliant BL460c Gen9 (Back to back support from the OEM)	8	SGH711THHA, SGH711THHE, SGH711THHC, SGH711THH6, SGH711THH8, SGH711THHH, SGH711THHM, SGH711THHK	GRIDCO Equipment
6	Blade Server Model: Hp Proliant BL460c Gen8 (Back to back support from the OEM)	8	SGH34689V1, SGH34689V2, SGH34689V4, SGH34689V6, SGH34689V0, SGH34689TY, SGH34689V5, SGH34689V3	GRIDCO Equipment
7	Rack Server Model: Hp Proliant DL580 G7 (Back to back support from the OEM)	6	SGH150XC37, SGH150XC38, SGH150XC36, SGH150XC39, SGH150XC3A, SGH150XC3B	GRIDCO Equipment
8	HP MSA 2040 SAN DC LFF STORAGE	1	2S6445B122/ 2S6445D253/ 7CE435P1FT/ 7CE435P27G	GRIDCO Equipment
9	HPE MSA 2040 ES LFF DISK ENCLOSURE	1	2S6706D294/ 2S6706D305	GRIDCO Equipment
10	HPE 82Q 8GB DUAL PORT PCI-E FC HBA	6	8C970718FX, 8C970718F9, 8C970718FV, 8C970718F5, 8C970718FE, 8C970718FW	GRIDCO Equipment
11	Blade Server Model: Hp Proliant BL460c Gen9 (Back to back support from the OEM)	12	SGH711THFA, SGH711THFM, SGH711THFX, SGH711THF6, SGH711THFH, SGH711THF8, SGH711THFP, SGH711THFK, SGH711THFV, SGH711THFE, SGH711THFC, SGH711THFS	SLDC Equipment
12	SAN Storage HP_3PAR 8400 (Back to back support from the OEM)	1	4C17121262	SLDC Equipment
13	SAN Switch HP-C7000 (Back to back support from the OEM)	1	SGH711THD8	SLDC Equipment