



ODISHA POWER TRANSMISSION CORPORATION LTD
OFFICE OF THE SENIOR GENERAL MANAGER,
TELECOMMUNICATION CIRCLE,
OPTCL, SLDC BUILDING, MANCHESWAR RAILWAY COLONY, BHUBANESWAR - 751017

TENDER SPECIFICATION
NO. Sr.G.M.- Telecom-EPABX-03/2018-19

FOR

REPLACEMENT OF EXISTING EPABX AT OPTCL HEADQTRS, BHUBANESWAR & AMC
(Open tendering mode only)

Lot	ITEM DESCRIPTION	UNIT	Total Qty.
1	Supply & Commissioning of 500line EPABX expandable up to 2000line with 32 junction line & 16 digital extension	Nos.	1
2	Comprehensive AMC for a period of 4(Four) years after successful completion of the guarantee period for the Complete System.	system	1

Request for online tender documents – From dt- **29.08.2018 (11.00 Hr)** to dt- **18.09.2018 (13.00 Hr)**

Last date of submission of online tender - dt- 18.09.2018 (14.00 Hr)

Date of opening of Tender - dt- 19.09.2018 (15.00 Hr)



ODISHA POWER TRANSMISSION CORPORATION LTD.

REGD. OFFICE: JANPATH, BHUBANESWAR – 751 022,

ODISHA

e-TENDER NOTICE NO. 3/ 2018-19

For and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD, Sr.G.M. [Telecom] invites Tenders from reputed manufacturers / authorized partners having their works in India in two part bidding system for:

(i) Supply & Commissioning of 500line EPABX expandable up to 2000line with 32 junction line & 16 digital extension at OPTCL HQ Office at Bhoinagar, Bhubaneswar – 751 022.

(ii) Comprehensive AMC for a period of 4(Four) years after successful completion of the guarantee period for the Complete System.

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 www.tenderwizard.com/OPTCL from 29.08.2018 at 11.00 Hr to 18.09.2018 at 13.00 Hr Interested manufacturers may visit OPTCL's official web site <http://www.optcl.co.in> and www.tenderwizard.com/OPTCL for detail specification.

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

Sr. GENERAL MANAGER [Telecom]

NOTICE INVITING TENDER

ODISHA POWER TRANSMISSION CORPORATION LTD.,
REGD. OFFICE: JANPATH, BHUBANESWAR – 751 022,

ODISHA, INDIA.

e-TENDER NOTICE NO- 3 /2018-19.

For and on behalf of the ODISHA POWER TRANSMISSION CORPORATION LTD., the undersigned invites bids from manufacturers / authorized partners , having their works in India under two-part bidding system in e-tendering mode only as per the following details.

Sl. No	Tender Specification No.	Pack-age	Description of materials.	Qty. In Nos.	Earnest Money Deposit (in INR)	Cost of Tender Spec. Document (in INR)	Tender Processing Fee (in INR)	Last date of receipt & opening of tender
1	Sr.G.M.-Telecom-EPABX 03/2018-19	I	Supply & Commissioning of 500line EPABX expandable up to 2000line with 32 junction line & 16 digital extension.	1nos.	₹11,500/-	₹ 6,000+ 12% GST (₹ 6,720/-)	₹ 1,150/- + GST@ 18% ₹ 1,357/-	18.09.2018 (13.00 Hrs) & 19.09.2018 (15.00 Hrs)
			Comprehensive AMC for a period of 4(Four) years after successful completion of guarantee period.	1 system				

The bidders can view the tender documents from Tender Portal free of cost.

The bidders who want to submit bids shall have to pay non-refundable amount of Rs. **6,720/- (Rupees Six Thousand Seven Hundred Twenty)** only including GST @ 12% towards the tender cost, in the form of Demand draft/Pay order/Cash only, drawn in favour of the Telecommunication Circle, OPTCL, Bhubaneswar.

The bidders shall have to submit non-refundable amount of Rs. **1,357/- (Rupees One Thousand & Three Hundred Fifty Seven)** only including GST @ 18%) towards the tender processing fee to K.S.E.D.C.Ltd, in e-payment mode. The e-payment of above amount is to be made to enable the bidder to down load the bid proposal sheets & bid document in electronic mode.

The bidder shall deposit the tender cost, tender processing fee & EMD BG prior to last date & time for submission of bid as notified in tender notice. Local micro & small enterprisers (MSEs) **(In the state of Odisha)** based in Odisha and registered with respective DICs, Khadi, Village, Cottage & Handicrafts Industries, OSIC and NSIC can participate without payment of the cost of tender specification. They have to submit notarized hard copy of valid registration as local MSE **(In the state of Odisha)** as above on or before the date & time of submission of techno-commercial bid.

The demand draft/pay order for tender cost , processing fees are to be submitted along with the EMD at the office of the undersigned on or before the last date & time of submission of tender.

The bidders shall scan the Demand Draft/Pay order/ Bank guarantee, towards EMD/ notarised hard copy of valid registration as local MSE **(In the state of Odisha)** (if any) and upload the same in the prescribed form in .gif or .jpg format in addition to sending the original as stated above.

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".

Any clarifications regarding the scope of work and technical features of the tender can be had from the undersigned during office hours.

Minimum qualification criteria of bidders: AS STIPULATED IN SECTION-II, (G.T.C.C) OF THE TENDER SPECIFICATION.

Sr. GENERAL MANAGER,

Telecommunication Circle, BBSR

TELEPHONE NO.:0674 – 27478875

ODISHA POWER TRANSMISSION CORPORATION LTD.

OFFICE OF THE Sr. GENERAL MANAGER

TELECOMMUNICATION CIRCLE

SLDC BUILDING, MANCHESWAR RAILWAY COLONY

BHUBANESWAR – 751017

TENDER SPECIFICATION NO.Sr.GM-Telcom-EPABX-03/2018-19

CONTAINING

PART – I

- SECTION – I : INSTRUCTION TO TENDERERS**
- SECTION – II : GENERAL TERMS AND CONDITIONS OF
CONTRACT (G.T.C.C.) (COMMERCIAL)**
- SECTION – III : LIST OF ANNEXURES (COMMERCIAL)**
- SECTION – IV : TECHNICAL SPECIFICATION**
- SECTION – V : AMC**

PART – II PRICE BID.

PART – I.
SECTION – I.
INSTRUCTIONS TO TENDERERS

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COMMERCIAL SPECIFICATION.

PART – I

SECTION - I

INSTRUCTIONS TO TENDERER

1. Submission of Bids:-

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. Bids submitted by telex/telegram will not be accepted. No request from any bidder to the OPTCL 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 deposited according to the instruction, stipulated above. The participants to the tender should be registered under GST Laws.

1. For all the users it is mandatory to procure the Digital Signatures of Class-III.
2. Contractors / Vendors / Bidders / Suppliers 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 e-payment/DD in favour of K S E D C Ltd Payable at Bangalore.
 - c. Send the acknowledgment copy for verification.
 - d. As soon as the verification is being done the e-tender user id will be enabled.
3. After viewing Tender Notification, if bidder intends to participate in tender, he has to use his e-tendering User Id and Password which has been received after registration and acquisition of DSCs.
4. If any Bidder wants to participate in the tender he will have to follow the instructions given below:
 - a. Insert the PKI (which consist of your Digital Signature Certificate) in your System.
(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
5. To make a request for Tender Document Bidders will have to follow below mentioned steps.
 - Click “Un Applied” to view / apply for new tenders.
 - Click on Request icon for online request.
6. After making the request Bidders will receive the Tender Documents which can be checked and downloaded by following the below steps:
 - Click to view the tender documents which are received by the user.
 - Tender document screen appears.
 - Click “Click here to download” to download the documents.
7. After completing all the formalities Bidders will have to submit the tender and they must take care of following instructions.

- Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not.
 - Note down/take a print of bid control number once it displayed on the screen
8. Tender Opening event can be viewed online.
9. Competitors bid sheets are available in the website for all.
10. **For any e-tendering assistant contact help desk number mentioned below.**
- Bangalore – 080- 40482000.

The participants to the tender should be registered under GST Laws.

2. Division of Specification.

The specification is mainly divided into two parts viz. Part-I & Part-II.

Part-I Consists of

- | | |
|-------------------|---|
| [i] Section-I | Instruction to Tenderers. |
| [ii] Section-II | General Terms & conditions of contract. |
| [iii] Section-III | Schedules and forms etc. |
| [iv] Section-IV | Technical Specification. |
| [v] Section-V | Specification for Comprehensive AMC |

Part-II Consists of

Schedule of prices as per Annexure-V

3. Tenders shall be in Two Parts.

The Tenderers are required to submit the tenders in two parts.

Part-I : Containing Techno commercial specifications of equipment's offered, and the terms and conditions.

Part-II : containing Price bid (Only rates of items and amounts stated in figure and words.)

4. Opening of Bids.

[a] The part-I shall be opened on the date and time fixed by the OPTCL for opening of bids in Electronic mode in presence of such of the Tenderers or their authorized representatives [limited to one person only] on the due date of opening of tender who opt remain present. After scrutiny of the technical particulars and other commercial terms, clarifications, if required, shall be sought for from the bidders. The Tenderers shall be allowed 15 days time for such activity.

[b] On receipt of technical clarification, the bids shall be reviewed, evaluated and those not in conformity with the technical Specification / qualifying experience, shall be rejected. If any of the technical proposal requires modification to make them comparable, discussion will be held with the participating bidders.

All the responsive bidders shall be given opportunity to submit the revised technical and revised price proposals as a follow up to the clarification (modification if any) on the technical proposals. The qualified bidders shall be given opportunity to submit revised price proposals within 15 days from the date of such discussion or within time frame mutually agreed, whichever is earlier.

[c] When the revised price proposals are received, the original price proposals will be returned to the bidders unopened along with their original technical proposals. Only the revised technical and price proposals will be considered for bid evaluation. The price bids [Part-II] of such of the Tenderers, whose tenders have been found to be technically and commercially acceptable, including those supplementary revised price bids, submitted subsequently, shall be opened in the presence of the bidder's representative on a date and time which will be intimated to all technically and commercially acceptable Tenderers.

- [d] The bidders are required to furnish sufficient information to the Purchaser to establish their qualification, capacity to manufacture and/or supply the materials/perform the work. Such information shall include details of bidder's experience, its financial, managerial and technical capabilities.
- [e] The bidders are also required to furnish details of availability of appropriate technical staff and capability to perform after sales services. The above information shall be considered during scrutiny and evaluation of bids and any bid which does not satisfactorily meet these requirements, shall not be considered for price bid evaluation.
- [f] The price bids of the technically and otherwise acceptable bids shall only be evaluated as per the norms applicable in terms of this Specification.

5. Purchaser's Right Regarding Alteration of Quantities Tendered.

The Purchaser may alter the quantities of materials/equipment at the time of placing orders. Initially the purchaser may place orders for lesser quantity with full freedom to place extension orders for further quantity under similar terms and conditions of the original orders. Orders may also be split among more than one tenderer for any particular item, if considered necessary in the interest of the Purchaser to get the goods/equipment earlier.

6. Procedure and opening time of tenders.

Tenders will be opened in the office of the Sr. General Manager [Telecom.], SLDC Building, Mancheswar Railway Colony, Bhubaneswar – 753 017 on the specified date and time in presence of the Tenderers or their authorized representatives [limited to one person only] in case of each bidder who may desire to be present, at the time of opening the bids.

7. Bidder's Liberty to deviate from Specification.

The Tenderer may deviate from the specification while quoting, if in his opinion, such deviation is in line with the manufacturer's standard practice and conducive to a better and more economical offer. All such deviations should however be clearly indicated giving full justifications for such deviation. [Read with Clause-9, Section-II of the Specification].

8. Eligibility for submission of bids.

Only those bidders who have deposited the cost of tender specification are eligible to participate in the tender. They should submit the money receipt as a proof of such payment. The local Micro and small Enterprises (MSEs) **(In the state of Odisha)** based in Odisha and registered with respective DICs, Khadi, Village, Cottage & Handicrafts Industries, OSIC and NSIC can participate without payment of the cost of tender specification

9. Purchaser's right to accept/reject bids:

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, under the existing circumstances. [Read with clause-10, Section-II of the specification].

10. Mode of submission of Tenders.

[A] Tenders shall be submitted in electronic mode only. (www.tenderwizard.com/OPTCL)

[B] **Telegraphic or FAX tenders** shall not be accepted under any circumstances.

11. Earnest money deposit:

The tender shall be accompanied by Earnest Money deposit of value specified in the notice inviting tenders against each lot / bid. Tenders without the required EMD as indicated at **Annexure-VIII** will be rejected out rightly.

The local Micro and small Enterprises(MSEs) **(In the state of Odisha)** based in Odisha and registered with respective DICs, Khadi, Village, Cottage & Handicrafts Industries, OSIC and NSIC can

participate by submitting Earnest Money Deposit @ fifty percent of the amount indicated in the Notice Inviting Tender.

The earnest money deposit shall be furnished in one of the following forms subject to the conditions mentioned below:

- (a) **Cash:-** Payable at O/O Telecommunication Circle, OPTCL, SLDC Building, Mancheswar Railway Colony, Bhubaneswar – 751017.
- (b) **Bank Draft:** -To be drawn in favour of Telecommunication Circle, OPTCL, Bhubaneswar-751017.
- (c) Bank Guarantee from any Nationalized/Scheduled Bank strictly as per enclosed proforma vide **Annexure-VI** to be executed on non-judicial stamp paper worth Rs.29.00 or as applicable, as per prevailing laws in force and also to be accompanied by the confirmation letter of the issuing Bank Branch.

NOTE:

- (i). The validity of the EMD in the form of Bank Guarantee shall be at least for 240 days from the date of opening of tender failing which the tender will be liable for rejection.
- (ii) No interest shall be paid on the Earnest Money Deposit.
- (iii) E.M.D. in shape of cash may be submitted up to Rs. 25,000/- (Rupees Twenty-five) Thousand only. Above Rs. 25,000/- (Rupees Twenty-five thousand) the Earnest Money Deposit shall be furnished in any one of the forms indicated above (i.e. Through Bank Draft, Bank Guarantee/ National Savings Certificate).
- (iv) No adjustment towards EMD shall be permitted against any outstanding amount with the **ODISHA POWER TRANSMISSION CORPORATION LTD.**
- (v) The chart showing particulars of EMD to be furnished by Tenderers of different categories is placed at **Annexure-VIII.**
- (vi) In the case of un- successful tenderer, the EMD will be refunded after the tender is decided. In the case of successful Tenderer, this will be refunded only after furnishing of security money referred to at clause-19 of Section-II.
- (vii) Suits, if any, arising out of this clause shall be filed in a Court of law to which the jurisdiction of High Court of ODISHA extends.
- (vii) EMD will be forfeited if the tenderer fails to accept the letter of intent and/or purchase order issued in his favour or to execute the order, placed on them.
- (viii) Tenders not accompanied by Earnest Money shall be disqualified.

12. Validity of the Bids: -

The tenders should be kept valid for a period of **180** days from the date of opening of the tender, failing which the tenders will be rejected.

13. PRICE: -

i) Tenderers are requested to quote 'FIRM' Price. No deviation from **FIRM PRICE** will be entertained irrespective of deviation clause No.7 of this part of the specification.

14. Revision of tender price by Bidders: -

[a] After opening of tenders and within the validity of period, no reduction or enhancement in price will be entertained. If there is any change in price, the tender shall stand rejected and the EMD deposited shall be forfeited.

[b] After opening of price bid if the validity period is not sufficient to place purchase order, the tenderer may be asked by the purchaser to extend the validity period of the bid under the same terms and condition as per the original tender.

However, the tender are free to change any or all conditions including price except delivery period of their bids at their own risk, if they are asked by the purchaser to extend the validity period of the bid prior to opening of price bid.

15. Tenderers to be fully conversant with the clauses of the Specification: -

Tenderers are expected to be fully conversant with the meaning of all the clauses of the specification before submitting their tenders. In case of doubt regarding the meaning of any clause, the tenderer may seek clarification in writing from the Sr. General Manager (Telecom.), Telecom circle, OPTCL, Bhubaneswar. This, however, does not entitle the Tenderer to ask for time beyond due date, fixed for receipt of tender.

16. Documents to Accompany Bids.

Tenderers are required to submit tenders in the following manner:

Part-I of the Tender shall Contain the following documents.

- [i] Declaration Form. [As per Annexure-I]
- [ii] Earnest Money. [As per **Annexure-VIII**], Tender Cost.
- [iii] Technical specification and Guaranteed Technical Particulars conforming to the Purchaser's Specification along with drawings, literatures and all other required Annexures, duly filled in.
- [iv] **Photostat copies of certification by CCC/CE/UL against the materials/equipment offered as stipulated in the Technical Specification.**
- [v] Abstract of Terms & conditions in prescribed proforma as per **Annexure-II**.
- [vi] General Terms & Conditions of supply offer as per Section-II of the Specification.
- [vii] List of orders executed for similar materials/equipment during **preceding 5 (five) years** indicating the customer's name, Purchase Order No. & Date, date of supply and date of commissioning etc.
- [viii] Data on past experience **as per Clause-7 of Section-II** of the Specification.
- [ix] Audited Balance sheet & profit loss accounts of the bidder, for past (3) three years.
- [x] Schedule of quantity and delivery in the prescribed Proforma vide **Annexure, as appended.**
- [xi] List of Orders in hand to be executed.
- [xii] Deviation schedule.
- [xiii] Local micro & small enterprisers (MSEs) **(In the state of Odisha)** based in Odisha and registered with respective DICs, Khadi, Village, Cottage & Handicrafts Industries, OSIC and NSIC have to submit notarized hard copy of valid registration as local MSE **(In the state of Odisha)** as above on or before the date & time of submission of techno-commercial bid and upload the scan/soft copy of the same in e-tender portal.
- [xiv] The bidder should not have any pending litigation or arbitration with OPTCL with regard to any project or related activity. The bidder should certify/declare the same in unequivocal terms by way of an affidavit duly sworn before a magistrate.

17. Documents/Papers to accompany Part-II Bid.

- (a) Part – II of the tender shall consist of the following
 - (i) Schedule of prices in the prescribed proforma

18. Conditional Offer:

Conditional offer shall not be accepted.

19. General: -

- (i) 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.

- (ii) For evaluation, the price mentioned in words shall be taken if there is any difference in figures and words in the price bid.
- (iii) Notice inviting tender shall form part of this specification.
- (iv) The price bids of the technically and otherwise acceptable bids shall only be evaluated. The EMD of others, if any, shall be returned to the bidders.
- (v) Tenderer can offer any lot or all the lots of the tender, if there are more than one lots. But the tender (bid) must be furnished separately for each lot. For each lot, the tenderer has to submit PART-I & PART-II of the bids separately.
- (vi) It should be distinctly understood that the part-II of the bid shall contain only details/documents relating to price, as outlined in clause-17 mentioned herein above. Inclusion of any of the documents/information etc. shall render the bid liable for rejection.

20. Litigation/Arbitration

- (i) - Bidder has to furnish detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years. A consistent history of litigation by or against the bidder may result in rejection of bid.

- (ii) The bidder should not have any pending litigation or arbitration with OPTCL with regard to any project or related activity. The bidder should certify/declare the same in unequivocal terms by way of an affidavit duly sworn before a magistrate or notary. Bid furnished by the bidder shall not be eligible for consideration if it is not accompanied by the affidavit. Further, the bid/LOA/LOI shall liable for outright rejection/cancellation at any stage if any information contrary to the affidavit/declaration is detected.

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SECTION – II.**GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.]**

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PART-I

SECTION-II

GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.]

1. **Scope of the contract:**

The scope of the contract shall be to design, manufacture, supply of equipment as per the specification at the consignee's site, and rendering services in accordance with the enclosed technical specification and bill of quantity.

2.0 **Definition of terms:**

For the purpose of this specification and General Terms and Conditions of contract [GTCC], the following words shall have the meanings hereby indicated, except where otherwise described or defined.

2.1 "The Purchaser" shall mean the Senior General Manager[Central Procurement Cell] for and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD., Bhubaneswar.

2.2 "The Engineer" shall mean the Engineer appointed by the Purchaser for the purpose of this contract.

2.3 "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.

2.4 "The supplier" shall mean the bidder whose bid has been accepted by the purchaser and shall include the bidder's executives, administrators, successors and permitted assignees.

2.5 "Equipment" shall mean and include all machinery, apparatus, materials, and articles to be provided under the contract by the suppliers.

2.6 "Contract Price" shall mean the sum named in or calculated the bid.

2.7 "General Condition" shall mean these General Terms and Conditions of Contract.

2.8 "The Specification" shall mean both the technical as well as commercial parts of the specification annexed to or issued with GTCC and shall include the schedules and drawings, attached thereto as well as all samples and pattern, if any.

2.9 "Month" shall mean "Calendar month".

2.10 "Writing" shall include any manuscript, type written, printed or other statement reproduction in any visible form and whether under seal or under hand.

2.11 "FOR Destination costs" shall mean the cost of equipment and material at the consignee's store/site. The cost is inclusive of Goods and Services Tax and other local taxes, packing, forwarding and insurance and freight charges.

2.12 The term "Contract document" shall mean and include GTCC, specifications, schedules, drawings, form of tender, Notice Inviting Tender, covering letter, schedule of prices or the final General Conditions, any special conditions, applicable to the particular contract.

2.13 Terms and conditions 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. **Manner of execution:**

All equipment supplied under the contract shall be manufactured in the manner, set out in the specification or where not set out, to the reasonable satisfaction of the Purchaser's representative.

4. **Rejection of Materials.**

In the event any of the equipment /material supplied by the manufacturer is found defective due to faulty design, bad workmanship, bad materials used or otherwise not in conformity with the requirements of the Specification, the Purchaser shall either reject the equipment/material or ask the supplier in writing to rectify or replace the defective equipment/material free of cost to the purchaser. The Supplier on receipt of such notification shall either rectify or replace the defective equipment/material free of cost to the purchaser within 15 days from the date of issue of such notification by the purchaser. If the supplier fails to do so, the Purchaser may:-

- [a] At its option replace or rectify such defective equipment /materials and recover the extra costs so involved from the supplier plus fifteen percent and/or.
- [b] Terminate the contract for balance work/supplies, with enforcement of penalty Clause as per contract for the un-delivered goods and with forfeiture of Performance Guarantee/ Composite Bank guarantee.
- [c] Acquire the defective equipment/materials at reduced price, considered equitable under the circumstances.

5. **Experience of Bidders:**

The bidders should furnish information regarding experience particularly on the following points:

- [i] Name of the manufacturer:
- [ii] Standing of the firm and experience in manufacture of equipment/material quoted. In case the bidder is the authorized partner, then he shall submit the tender specific manufacturer's authorization along with the bid
- [iii] **Description of equipment/material similar to that quoted, supplied and installed during the last five years with the name(s) of the Organizations to whom supplies were made wherein, at least one (1) certificate shall be from a state/central P.S.U.**
- [iv] Details as to where installed etc.
- [v] Testing facilities at manufacturer's works.
- [vi] If the manufacturer is having collaboration with another firm [s], details regarding the same.
- [vii] A list of purchase orders of identical material/equipment offered as per technical specification executed during the last five years along with users certificate. User's certificate shall be legible and must indicate, user's name, address, designation, place of use, and satisfactory performance of the equipment/materials for at least two years from the date of commissioning. Wherein at least one (1) certificate shall be from a State/Central or P.S.U. Bids will not be considered if the past manufacturing experience is found to be un-satisfactory or is of **less than 5 (five) years on the date of opening of the bid and bids not accompanying user's certificate will be rejected..**

6. **Language and measures:**

All documents pertaining to the contract including specifications, schedule, notices, correspondence, 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.

7. **Deviation from specification:**

It is in the interest of the tenderers to study the specification, specified in the tender schedule thoroughly before tendering so that, if any deviations are made by the Tenderers,(both commercial and Technical), the same are prominently brought out on a separate sheet under heading "Deviations Commercial" and "Deviations Technical".

A list of deviations shall be enclosed with the tender. Unless deviations in scope, technical and commercial stipulations are specifically mentioned in the list of deviations, it shall be presumed that the tenderer has accepted all the conditions, stipulated in the tender specification, notwithstanding any exemptions mentioned therein.

8. **Right to reject/accept any tender:**

The purchaser reserves the right either to reject or to accept any or all tenders if the situation so warrants in the interest of the purchaser. Orders may also be split up between different Tenderers on individual merits of the Tenderer. The purchaser has exclusive right to alter the quantities of materials/ equipment at the time of placing final purchase order. After placing of the order, the purchaser may defer the delivery of the materials. It may be clearly understood by the Tenderer that the purchaser need not assign any reason for any of the above action [s].

9. **Supplier to inform himself fully:**

The supplier shall examine the instructions to tenderers, general conditions of contract, specification and the schedules of quantity and delivery to satisfy himself as to all terms and conditions and circumstances affecting the contract price. He shall quote price [s] according to his own views on these matters and understand that no additional allowances except as otherwise provided there in will be admissible. The purchaser shall not be responsible for any misunderstanding or incorrect information, obtained by the supplier other than the information given to the supplier in writing by the purchaser.

10. **Patent rights Etc.**

The supplier shall indemnify the Purchaser against all claims, actions, suits and proceedings for the infringement of any patent design or copy right protected either in the country of origin or in India by the use of any equipment supplied by the manufacturer. Such indemnity shall also cover any use of the equipment, other than for the purpose indicated by or reasonably to be inferred from the specification.

11. **Delivery:-**

- [a] Time being the essence of the contract; the equipment shall be supplied within the delivery period, specified in the contract. The Purchaser, however, reserves the right to reschedule the delivery and change the destination if required. The delivery period shall be reckoned from the date of placing the Letter of Intent/Purchase order, as may be specified in LOI/Purchase order.
- [b] The desired delivery period shall be as indicated at Appendix-II (Quantity & Delivery Schedule) of Section-IV (Technical Specification).

12. **Despatch instructions.**

- I] The equipment / materials should be securely packed and dispatched directly to the specified site at the supplier's risk by Road Transport only.
- II] **Loading & unloading of Ordered Materials.**
It will be the sole responsibility of the supplier for loading and unloading of materials both at the factory site and at the destination site/store. The Purchaser shall have no responsibility on this account.

13. **Supplier's Default Liability.**

- [i] The Purchaser may, upon written notice of default to the supplier, terminate the contract in circumstances detailed hereunder.
 - [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-15 (I) of this section, 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-22 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 15(I) of this Section, supplier shall be liable to the Purchaser for penalty for delay as set out in Clause-22 of this section until the equipment is accepted. This shall be based only on written request of the supplier and written willingness of the Purchaser.

14. **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 Embargo and provided that the supplier shall within Ten (10)days from the beginning of delay on such account notify the purchaser in writing of the cause of delay. The purchaser shall verify the facts and grant such extension, if facts justify .

15. **Extension of time:-**

If the delivery of equipment/material is delayed due to reasons beyond the control of the supplier, the supplier 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 or may not agree to extend the contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract.

16. **Guarantee period: - (As per clause 35 of the technical specification.**

[i] The stores covered by this specification should be guaranteed for satisfactory operation and against defects in design, materials and workmanship for a period of at least 24 [twenty four] months from the date of commissioning. The above guarantee certificate shall be furnished in triplicate to the purchaser for his approval. Any defect noticed during this period should be rectified by the supplier free of cost to the purchaser provided such defects are due to faulty design, bad workmanship or bad materials used, within one month upon written notice from the purchaser failing which provision of clause 22 (ii) shall apply.

[ii] Equipment/material failed or found defective during the guarantee period shall have to be guaranteed after repair/replacement for a further period of 24 months from the date of commissioning after such repair/replacement. The Bank Guarantee is to be extended accordingly. Date of commissioning as used in this clause shall mean the date of joint verification report signed by both OPTCL and the firm after the materials/equipment are commissioned to be fully operational to the satisfaction of OPTCL.

17. **B.G. towards security deposit, 100% payment and performance guarantee:**

[i] For manufacturers situated Inside & out side the state of Odisha.

A Composite Bank Guarantee as per the Proforma enclosed at Annexure-VII of the specification for 10% [ten percent] of the total FORD cost of the purchase order (In case of successful bidder who is a local Micro and small Enterprise(MSEs) (In the state of Odisha),based in Odisha & registered with respective DICs, Khadi, Village, Cottage & Handicrafts Industries, OSIC and NSIC 5% (five percent), shall be furnished from any nationalized/scheduled bank having a

place of business at Bhubaneswar, to the office of Sr. General Manager [Telecom], Telecom Circle, OPTCL within 15 days from the date of issue of the purchase order,. The BG shall be executed on non-judicial stamp paper worth of Rs.29.00 [Rupees twenty nine] only or as per the prevalent rules, valid for a period of 2 months more than from guarantee period (as indicated this clause-16 of above) from the last date of stipulated delivery period, for scrutiny and acceptance, failing which the supply order will be liable for cancellation without any further written notices. The BG should be accompanied by a confirmation letter from the concerned bank and should have provision for encashment at Bhubaneswar, before the Bank Guarantee is accepted and all concerned intimated. The B.G should be revalidated as and when intimated to you to cover the entire guarantee period.

- [ii] No interest is payable on any kind of Bank Guarantee.
- [iii] In case of non-fulfillment of contractual obligation, as required in the detailed purchase order/Specification, the composite Bank guarantee shall be forfeited.
- [iv] **BG FOR AMC** : Performance BG against AMC shall be furnished by the contractor as per the clause-III, Section-V (specification for comprehensive AMC of the EPABX).

18. Import License

In case imported materials are offered, no assistance will be given for release of Foreign Exchange. The firm should arrange to import materials from their own quota. Equipment of indigenous origin will be preferred.

19. (A) Terms of Payment.

- i) 100% value of each consignment with 100% Goods and Services Tax in full as applicable will be paid on receipt of materials in good condition and successful complete commissioning at desired site and verification thereof, subject to furnishing and approval of Composite Bank Guarantee at the rate of 10% (Ten percent) (In case of successful bidder who is a local Micro and small Enterprise(MSEs),based in Odisha & registered with respective DICs, Khadi, Village, Cottage & Handicrafts Industries, OSIC and NSIC 5% (five percent), of the cost of supplied materials, as stipulated under clause-19 of this specification & on prior approval of guarantee certificate & Test certificate by the Purchaser.
- ii) TDS under GST Laws for intra state transactions shall be deducted, if applicable.
- iii) Any imposition of new tax or revision of tax shall be paid/reimbursed at the time of dispatch, scheduled or actual whichever is lower (i.e. If delivery is within schedule period, tax variation as applicable shall be paid, and if delivery is made beyond schedule date, any additional financial implication due to statutory variation in tax shall be to bidder's account)

[B] The supplier shall furnish Composite Bank Guarantee of appropriate amount to OPTCL covering 10% of F.O.R. Destination cost of the purchase order well in advance (within 15 days from the date of issue of the purchase order) before dispatch of materials.

[C] Terms of payment for AMC : The terms of payment for AMC shall be as per clause-II, Section-V(Specification for comprehensive AMC of VPS system).

20. Price Reduction Schedule:

Price Reduction Schedule for Delay in Completion of Supply under Purchase Order /Contract

- (i) If the Supplier fails to deliver the materials/equipment within the delivery schedule, specified in the Purchase Order/Contract including delivery time extension, if any, granted with waiver of Price Reduction Schedule, the Purchaser shall recover from the Supplier, Price Reduction Schedule for a sum of half per cent (0.5 per cent) of the Taxable Value of the un-delivered equipment /materials for each calendar week of delay or part thereof.

For this purpose, the date of receipted challan shall be reckoned as the date of delivery. The total amount of Price Reduction Schedule shall not exceed five per cent (5%) of the Taxable Value of the un-delivered equipment/materials. Equipment will be deemed to have been delivered only when all its components, accessories and spares as per technical Specification are also delivered. If certain components, accessories and spares are not delivered in time, the equipment/materials will be considered delayed until such time as the missing components, accessories and spares are delivered.

- (ii) During the guarantee period, if the Supplier fails to rectify/replace the equipment/material within 30 days from the date of intimation of defect by the purchaser, then the Price Reduction Schedule at the rate of half percent (0.5%) of the Total Taxable Value for each calendar week of delay or part thereof shall be recovered by the purchaser. For this purpose, Price Reduction Schedule shall be reckoned from the 30th day from the date of issue of letter on defectiveness of equipment/material. The total amount of Price Reduction Schedule in this case shall not exceed 10% (TEN PERCENT) of the Purchase Order/Contract amount except GST (i.e.Total Taxable Value). If the defects, so intimated are not rectified or equipment/materials not replaced by the supplier within the guarantee period, then whole of the C.P.B.G. will be forfeited by the purchaser, without any intimation to the supplier.
 - (iii) **Price reduction Schedule for AMC** : As per clause-IV, Section-V (Specification for comprehensive AMC of EPABX system)
21. **Insurance** : The Supplier shall undertake insurance of stores covered by this Specification unless otherwise stated. The responsibility of delivery of the stores at destination in good condition rests with the Supplier. Any claim with the Insurance Company or transport agency arising due to loss or damage in transit has to be settled by the supplier. The Supplier shall undertake free replacement of materials damaged or lost, which will be reported by the consignee within 30 days of receipt of the materials at destination without awaiting for the settlement of their claims with the carriers and underwriters.
22. **Payment Due from the Supplier** : All costs and damages, for which the supplier is liable to the purchaser, will be deducted by the purchaser from any money, due to the supplier, under any of the contract (s), executed with OPTCL.
23. **Balance sheet and profit & Loss Account:**
- i. Audited Balance Sheet and Profit & Loss Account of the bidder for the previous three years shall be enclosed to assess the financial soundness of the bidder(s).
24. **Certificate of Exemption from Goods and Services Tax.** Offers with exemption from Goods and Services Tax shall be accompanied with authenticated proof of such exemption. Authenticated proof for this clause shall mean attested Photostat copy of exemption certificate. Any claim towards Goods and Services Tax shall be paid on actual basis subject to production of authenticated documentary evidence.
25. **Supplier's Responsibility.** Notwithstanding anything mentioned in the Specification or subsequent approval or acceptance by the Purchaser, the ultimate responsibility for design, manufacture, materials used and satisfactory performance shall rest with the Tenderers. The Supplier(s) shall be responsible for any discrepancy noticed in the documents, submitted by them along with the bid(s)
26. **Validity.** Prices and conditions contained in the offer should be kept valid for a minimum period of **180** days from the date of opening of the tender, failing which the tender shall be rejected.

27. **EVALUATION.**

- (i) Evaluation of bids will be on the basis of the FOR DESTINATION PRICE (By Road Transport) including Goods and Services Tax & other levies as may be applicable. The FORD PRICE shall consist of the following components
- a) Taxable value of equipment/materials
 - b) Goods and Services Tax
 - c) Other levies.
 - d) Mandatory spares, if any for maintenance of equipment. (At the discretion of the purchaser)
 - e) Test charges, if any.
 - f) Erection, testing and commissioning charges, if any.
 - g) Comprehensive AMC charges, if any
 - h) Any other items, as deemed proper for evaluation by the purchaser.
 - i) Loading factors will be taken in to account during evaluation if the prices of some of the items, not quoted.

(ii) Weightage shall be given to the Following factors in the Evaluation & Comparison of Bids.

In comparing bids and in making awards, the Purchaser will consider other factors such as compliance with Specification, minimum qualification criteria as per clause-30, outright rejection of tenders clause-34 of this tender, relative quality, adaptability of Supplies or services, experience, financial soundness, record of integrity in dealings, performance of materials/equipment earlier supplied, ability to furnish repairs and maintenance services, the time of delivery, capability to perform including available facilities such as adequate shops, plants, equipment and technical organization.

(II) The local MSE **(In the state of Odisha)** bidders, based in Odisha, shall be required to furnish their willingness to match their bid price with that of the lowest evaluated bidder without any price preference and in case they agree, they shall be eligible to get up to **30%** of the tendered quantity to be distributed suitably among the willing MSE bidders failing which the said **30%** of the tendered quantity be awarded to the lowest evaluated bidder.

28. **Minimum Qualification Criteria of Bidders.**

All the prospective bidders are requested to note that their bids for tendered equipment can only be considered for evaluation if:

- i) The Bidder should be the Original equipment manufacturer or authorized partner having their works in India. In case the bidder is the authorized partner, then he shall submit the tender specific manufacturer's authorization along with the bid.
- ii) The bidder should have supply and execution experience for last 5(five) years and should have completed at least one similar work within such period from the date of open of the techno-commercial bid.
- iii) The above rated or higher capacity system should have at least 2 (two) years of successful performance from the date of commissioning. At least one of the performance certificates shall be submitted from Govt. of India/State Govt.(s) or their undertakings.
- iv) The offered equipment should have been TEC approved/ type tested. Such test should have been conducted within last 5 years from the date of techno-commercial open of the tender.

29. **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.

30. **Correspondences.**

- i) Any notice to the supplier under the terms of the contract shall be served by Registered Post or by hand at the Supplier's Principal Place of Business.
- ii) Any notice to the Purchaser shall be served at the Purchaser's Principal Office in the same manner.

31. **Official Address of the Parties to the Contract**

The address of the parties to the contract shall be specified:-

[i] **Purchaser:** Sr. General Manager, Telecom. Circle, OPTCL BBSR,
Telephone No. 0674 - 2748875

[ii] **Supplier:** Address
Telephone No.

32. **Outright Rejection of Tenders**

Tenders shall be outrightly rejected if the followings are not complied with.

- [i] The tenderer shall submit the bid in electronic mode only and shall submit the tender cost on or before the date and time of submission of technical bid. . In case of local Micro and small Enterprises(MSEs) **(In the state of Odisha)**, based in Odisha & registered with respective DICs, Khadi, Village, Cottage & Handicrafts Industries, OSIC and NSIC participating in the tender they have to submit notarised hard copy of valid registration as local MSE as above on or before the date and time of submission of technical bid.
- [ii] The tenderer shall submit the bid in electronic mode only.
- [iii] The Tender shall not be submitted telegraphically or by FAX.
- [iv] The prescribed EMD shall be submitted on or before the date and time of submission of technical bid.
- [v] The Tender shall be kept valid for a minimum period of 180 days from the date of opening of tender.
- [vi] The Tender shall be submitted in two parts as specified.
- [vii] The Tenders shall be accompanied by a list of major supplies effected prior to the date of opening of tender. Data of at least 3 (three) years shall be furnished.
- [viii] **The tenderer shall upload the scanned copy of latest certification by TEC/Type test (for the tests, carried out on the tendered equipment, being offered). Such certification should have been issued within last five years from the date of opening of this tender.**
- [ix] The schedule of prices should be filled up fully to indicate the break-up of the prices including taxes and duties. Incomplete submission of this schedule will make the tender liable for rejection. Vide Clause-4(ii) of Part-II..
- [x] The Tenderer should quote 'FIRM' price only and the price should be kept valid for a minimum period of 180 days from the date of opening of the tender.
- [xi] The tenderer shall upload the scanned copy legibly written user's certificate to prove the satisfactory operation of the offered equipment /materials for a minimum period of 2 (two) years from the date of commissioning/use as per the tender specification. User's certificate shall include the detailed address of the user with Equipment/Material, Name and type as per this specification, number of years of satisfactory use/operation & date of issue of this user's certificate with official seal written in English only & clearly visible must be furnished. At least one of the user's certificates shall be from state or Central Govt. or their Undertakings.
- [xii] Abstract of terms and Conditions should be filled in completely.

- (xiii) (a) Detailed information on any litigation or arbitration arising out of contract completed or under execution by it over the last five years. A consistent history of litigation by or against the bidder may result in rejection of bid.
 - (xiii) (b) The bidder should not have any pending litigation or arbitration with OPTCL with regard to any project or related activity. The bidder should certify / declare the same in the unequivocal terms by way of an affidavit duly sworn before a notary or magistrate. Bid furnished by the bidder shall not be eligible for consideration if it is not accompanied by the affidavit. Further the bid / LOA/ LOI shall be liable for outright rejection/ cancellation at any stage if any information contrary to the affidavit / declaration is detected.
33. **Documents to be treated as confidential.** The supplier shall treat the details of the specification and other tender documents as private and confidential and these shall not be reproduced without written authorization from the Purchaser.
34. **Scheme/Projects.** The materials/equipment covered in this specification shall come under "OPTCL EXPENDITURE "

SECTION – III
[LIST OF ANNEXURES]

The following schedules and proforma are annexed to this specification and contained in Section-III as referred to in the relevant clauses.

1	Declaration form	ANNEXURE-I
2	Abstract of terms and conditions to accompany Section-II of Part-I	ANNEXURE-II
3	Schedule of Quantity and Delivery	ANNEXURE-III
4	Abstract of price component [to accompany Part-II of this specification]	ANNEXURE-IV
5	Schedule of prices to accompany Part-II	ANNEXURE-V
6	Bank Guarantee form for earnest money deposit	ANNEXURE-VI
7	Composite Bank Guarantee form for security deposit, payment and performance	ANNEXURE-VII
8.	Chart showing particulars of E.M.D.	ANNEXURE – VIII
9.	Data on Experience.	ANNEXURE – IX
10.	Schedule of spare parts.	ANNEXURE-X
11.	Schedule of Installations.	ANNEXURE-XI
12	Schedule of deviations (Technical)	ANNEXURE-XII (A)
13.	Schedule of deviations (Commercial)	ANNEXURE-XII (B)
14	Technical Data to be furnished by Tenderers	ANNEXURE-XIII
15	Litigation /Arbitration	ANNEXURE-XIV

ANNEXURE-II

ABSTRACT OF GENERAL TERMS AND CONDITIONS OF CONTRACT
[COMMERCIAL] TO ACCOMPANY PART-I

(To be filled up by the tenderer as indicated in the excel sheet for Abstract of price component and other commercial aspect)

ANNEXURE-III

SCHEDULE OF QUANTITY AND DELIVERY

(To be filled up by the tenderer)

SL No	Description of materials	Quantity required	Desired Delivery	Destination	Remarks.
1	2	3	4	5	6
A	Supply of 500line EPABX expandable up to 2000line in a floor mounted rack having ultimate capacity to connect 32 junction line, 500 analogy extensions & 16 digital extension with required number of junction line/extension cards including necessary hardware & software for providing voice guided auto attendant & direct inward dialing & to support extensions with CLI & FSK technology including operator consoles with 10 digital KTS, Hot stand by Duplication in PSU, CPU as per system requirement, required no. of exchange & field MDFs tag blocks with Krone type termination lugs ect. With 600MDF 2 Nos(System side & field side) FCBC of required capacity (48V/25A). the exchange having all the features as per Technical Specification.	01 Nos.	2 months from the P.O.	GRIDCO HQ OFFICE, Bhoinagar Bhubaneswar,	
B	Installation, Testing And Commissioning of Exchange equipment, dressing of the existing telephone cable in the field MDFs including all programming function, supply of required patch cords, interconnection between exchange, exchange MDFs & field MDFs with the required cables in suitable size aluminium trunk including line checking & establish connection of all existing telephone instruments for the extension at different location of the main office premises.	1 system		GRIDCO HQ OFFICE, at Bhoinagar, Bhubaneswar-22	
C	Less : Buyback Value of Old exchange (Make – BPL CCX- I, Sigma index 2000)	1 system			
D	Comprehensive AMC for a period of 4(Four) years after successful completion of guarantee	1 System	4(Four) years from the date of successful completion of the guarantee period	OPTCL HQ office at Bhoinagar, Bhubaneswar-22	

Signature of Tenderer
with seal of Company

ANNEXURE-IV

Abstract of price component [to accompany Part-II of this specification]

(To be filled up by the tenderer as indicated in the excel sheet)

NB:- Abstract of price component shall be done for equipment/material offered, for testing & commissioning charges and AMC if any. All the above prices will be taken during bid price evaluation.

ANNEXURE-V.

SCHEDULE OF PRICES

TENDER SPECIFICATION No.

No. Item	Description.	Qty (unit)	Unit Taxable Value at destination store/ site including all accessories & testing as per spec.	Unit GST	Unit landing Cost including All taxes & Duties.
1.	2.	3.	4.	5	6=(4+5)

Total landing cost Including all taxes & duties.	Erection Cost in INR (Rs)			Sub-Total
	Unit Erection cost	Unit GST	Total erection cost	7 + 10
7.	8	9	10	11

AMC Cost in INR (Rs)			Buyback of existing exchange	Grand-Total
Unit AMC cost/year	Unit GST	Total AMC cost for 4 years		[(7+11+ 14] - (15)
12	13	14	15	16

Signature of Tenderer
Name, Designation and Seal

NB: -

1. The tenderer should fill up the schedule properly and in full in Excel file of e-tender mode. The tenderer should fill up the schedule properly and in full. The tender will be rejected, if the schedule of price is submitted in incomplete form. No post tender correspondence will be entertained on break-up of prices. Also, the supplier should agree for delivery at sub-station site.
2. The Tenderer shall give an undertaking in part-I of the bid that, any implication of lower Tax and Input Tax Credit benefit have been fully passed on to the purchaser as per anti-profiteering and other provisions under GST Laws while quoting the tender price.
3. Conditional offers will not be acceptable.
4. The bidder is to clearly indicate the period up to which the tax holidays are available to them.
5. Price bid in any other format will not be acceptable and the offer will be rejected.
6. All the above charges will be taken into account, during bid price evaluation.

ANNEXURE-VI
PROFORMA FOR BANK GUARANTEE FORM FOR EARNEST MONEY DEPOSIT

Ref _____ Date _____ Bank Guarantee No: _____

1 In accordance with invitation to Bid No. _____ Dated _____ of ODISHA POWER TRANSMISSION CORPORATION LTD. [OPTCL][herein after referred to as the OPTCL for the purchase of _____

Messers _____

Address _____

_____ wish/wished to participate in the said tender and as a Bank Guarantee for the sum of Rs. _____ [Rupees _____]

Valid for a period of 240 days [Two hundred forty days] is required to be submitted by the Tenderer. We the _____

[Indicate the Name of the Bank]

[Hereinafter referred to as 'the Bank'] at the request of M/S _____

[Herein after referred to as supplier (s)] do hereby unequivocally and unconditionally guarantee and undertake to pay during the above said period, on written request by the Sr. General Manager [Telecom], telecom. Circle, ODISHA POWER TRANSMISSION CORPORATION LTD. _____ [Indicate designation of the purchaser] an amount not exceeding Rs. _____ to the OPTCL, without any reservation. The guarantee would remain valid up to 4.00 PM of _____ [date] and if any further extension to this is required, the same will be extended on receiving instructions from the _____ on whose behalf this guarantee has been issued.

2. We the _____ do hereby, further
[Indicate the name of the bank]

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 would be caused to or suffered by the OPTCL by reason of any breach by the said supplier [s] of any of the terms or conditions or failure to perform the said Bid . Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____

3. We undertake to pay the OPTCL any money so demanded notwithstanding any dispute or disputes so raised by the contractor [s] in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier(s) shall have no claim against us for making such payment.

4. We, the _____ further agree that the
[Indicate the Name of the Bank]

guarantee herein contained shall remain in full force and effect during the aforesaid period of 240 days [two hundred forty days] and it shall continue to be so enforceable till all the dues of the OPTCL under or by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till Chairman Cum Managing Director, ODISHA POWER

TRANSMISSION CORPORATION LTD. certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said Supplier [s] 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 _____ further agree with the OPTCL

[Indicate the name of the Bank]

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 Bid or to extend time of performance by the said Supplier [s] from time to time or to postpone for any time or from time to time any of the powers exercisable by the OPTCL against the said supplier [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 Supplier [s] or for any forbearance act or omission on the part of the OPTCL or any indulgence by the OPTCL to the said Supplier[s] or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the supplier [s].

7. We, _____ lastly undertake not to revoke this

[Indicate the name of the Bank]

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 invocable at our place of business at ----- Branch of Bhubaneswar (indicate the name of the branch) in the state of ODISHA.

Notwithstanding anything contained herein.

1) Our liability under this bank guarantee shall not exceed Rs.-----
---(Rupees-----).

2) The bank guarantee shall be valid up to dt.-----

3) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only & only if you serve upon us at -----branch at Bhubaneswar (indicate the name of the branch) a written claim or demand on or before dt.-----

.Dated _____ Day of _____

For _____

[Indicate the name of Bank]

Witness ((Signature, names & address)

1.

2.

ANNEXURE-VII

PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT PAYMENT AND PERFORMANCE

This Guarantee Bond is executed this _____ day of _____ 20-
- by us the _____ Bank at _____
P.O. _____ P.S. _____
District _____ State _____

1. WHEREAS the ODISHA POWER TRANSMISSION CORPORATION LTD., a body corporate constituted under the Electricity Act, 2003 [hereinafter called "the OPTCL" which shall include its successors and assigns has placed orders No. _____ Date _____ [hereinafter called "The Agreement"] on M/s. _____

[hereinafter called "The Supplier"] which shall include its successors & assigns for supply of materials.

AND WHERE AS the supplier has agreed to supply materials to the OPTCL in terms of the said agreement AND

WHEREAS the OPTCL has agreed [1] to exempt the supplier 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 Supplier to the OPTCL, a Composite bank Guarantee of the value of 10 % [ten percent] of the contract price of the said agreement.

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

2. We the (_____ Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on 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 Supplier [s] of any of the terms or conditions, contained in the said agreement or by reason of the supplier's failure to perform the said agreement. 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 notwithstanding any dispute or disputes raised by the supplier [s] in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

4 We, (_____ 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 agreement and that it shall continue to do so enforceable till all the dues of the OPTCL under or by virtue of the said agreement

have been fully paid and its claims satisfied or discharged or till Managing Director, ODISHA POWER TRANSMISSION CORPORATION LTD. certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Supplier [s] and accordingly discharges this Guarantee.

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

5. We, (_____ 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 Supplier [s] and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said supplier [s] or for any forbearance, act or omission on the part of the OPTCL or any indulgence by the OPTCL to the said Supplier [s] or by any such matter or thing whatsoever which under the law relating to sureties would but these 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 supplier [s].

7. We, [_____ 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 invocable at our place of business at ----- Branch of Bhubaneswar (indicate the name of the branch) in the state of ODISHA.

Notwithstanding anything contained herein.

1) Our liability under this bank guarantee shall not exceed Rs.----- (Rupees-----).

2) The bank guarantee shall be valid up to dt.-----

3) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only & only if you serve upon us at -----branch at Bhubaneswar a written claim or demand on or before dt.-----.

Dated _____ Day of _____

For _____
[Indicate the name of Bank]

Witness ((Signature, names & address)

1.

2.

ANNEXURE-VIII

CHART SHOWING PARTICULARS OF EARNEST MONEY DEPOSIT
FURNISHABLE BY TENDERERS

1.	Central and State Government Undertakings	Exempted
2.	All other inside & outside state units.	The amount of EMD as specified in the specification /Tender Notice in shape of bank guarantee /DD.

NB: - REFUND OF E.M.D.

[a] In case of unsuccessful tenderers, the EMD will be refunded immediately after the tender is decided. In case of successful tenderer, this will be refunded only after furnishing of Composite Bank Guarantee referred to in clause No.19 of Section-II of this specification.

Suits, if any, arising out of EMD shall be filed in a court of law to which the jurisdiction of High Court of ODISHA extends.

[b] Earnest Money will be forfeited if the tenderer fails to accept the letter of intent/purchase order, issued in his favour or revises the bid price[s] within the validity period of Bid.

ANNEXURE-IX

DATA ON EXPERIENCE

- [a] Name of the manufacturer.
- [b] Standing of the firm as manufacturer of equipment quoted.
- [c] Description of equipment similar to that quoted [supplied and installed during the last five years with the name of the organizations to whom supply was made].
- [d] Details as to where installed etc.
- [e] Testing facilities at manufacturer's works.
- [f] If the manufacturer is having collaboration with another firm, details regarding the same and present status.
- [g] A list of purchase orders, executed during last three years.
- [h] A list of similar equipment of specified Rating/ capacity, voltage class, Designed, manufactured, tested and commissioned which are in successful operation for at least two years from the date of commissioning with legible user's certificate. User's full complete postal address/fax/phone must be indicated. (Refer clause No.7 of the Part-I, Section-II of the specification).

Place:

Date:

Signature of tenderer

Name, Designation, Seal

ANNEXURE-X

**SCHEDULE OF SPARE PARTS FOR FOUR YEARS OF NORMAL
OPERATION & MAINTENANCE**

SL. No	Particulars	Quantity	Unit delivery rate	Total price

Place:

Date:

Signature of Tenderer

Name, Designation, Seal

ANNEXURE-XI

SCHEDULE OF INSTALLATIONS.

Specification	Size/Capacity	Place of installation and complete postal address	Year of commissioning
		GRIDCO BYUILDING, OPTCL HQ OFFICE, BHOINAGAR, BHUBANESWAR – 751 022	

Place: -

Date

Signature of Tenderer:

Name, Designation, Seal

ANNEXURE-XII

DEVIATION SCHEDULE.

**Tenderer shall enter below particulars of his alternative proposal
for deviation from the specification, if any.**

A) Technical

Sl.No	Clause No. of specification	Particulars of deviations.

Place: -

Date

Signature of Tenderer:
Name, Designation, Seal

B) Commercial deviations.

A) Commercial.

Sl.No	Clause No. of specification	Particulars of deviations.

Place: -

Date

Signature of Tenderer:
Name, Designation, Seal

Technical Data to be furnished by Tenderers

Sl. No	DESCRIPTION	REMARKS
1	The EPABX system should support CLI (Caller Identification)	
2	500 analog extension	
3	2 operator console	
4	PRI compatible	
5	Universal port architecture	
6	Expandable up to 2000 analog ports with in same cabinet	
7	IP/VOIP compatible	
8	PCM/TDM switch	
9	100 % digital non-blocking system	
10	32 bit Pentium microprocessor	
11	Least call routing	
12	Automatic route selection	
13	Built in caller ID for analogue, digital & trunk	
14	System provided should support inskin CO, PRI, E1, E&M, LD, magneto card for Connectivity	
15	DID	
16	Auto attendant integration	
17	Inbuilt power failure transfer for all analogue trunks connected to the system	
18	Support redundancy (hot swaps) for power supply & CPU	
19	Built in SMDR facility for call monitoring /call budgeting	
20	Programmable music for operator ring back tone	
21	Scalable to 2000 universal ports with same peripheral cards	
22	Hot redundancy CPU, PS cards, The system should be supplied with 48 Volt DC power supply for EPABX system	
23	System should conform to latest TEC standards, Valid TEC certified (latest), TEC should be in the name of the bidder, TEC certificate to be submitted with the offer	
24	System should boot from Flash RAM/pen drive & preferably the system should not use FDD/HDD for the system storage software. Flash Ram/flash disk based system are required due to their better reliability	
25	The master control card should work on any combination of between power supply whether it is master or slave & vice versa	
26	OEM should confirm in written for system supplied & for 10 year service support	
27	The system should support universal slot architecture	
28	System should support 8 party conference	
29	The should support digital phone	
30	The system should have one LED indication on each card for each analog subscriber ports which can determine the status of the card for each ports to understand the status of the card/port in case of maintenance.	
31	The system should have support to any type flexible numbering plan like (2 digit, 3 digit, 4 digit, 5 digit) 333, 1234 etc.	
32	EPABX system should be provided with 25 Amps, 48 volts FCBC.	
33	The system should be capable of supporting analog extension at a physical distance of upto 2 KM.	
34	The system should have wall mount structure /table top rust free structure.	

Sl. no.	DESCRIPTION	REMARKS
A	System Highlights	
1	IP System capable TDM configuration	
2	Powerful CPU Board with Built-in Functionalities	
3	The CPU board of the system should be like a heart of pure IP connections and TDM-based connections. The CPU board must employ a 32 bits microprocessor.	
4	System should have voice guidance inbuilt feature	
B	System Features (The system should support the following features)	
1	Call waiting services	
2	Hot line	
3	Music on hold including the music sources	
4	Operator (console button) and station (dial access)	
5	Restriction and unrestricting of telephones	
6	No Attendant Service required /auto boot after power supply failure/ restoration	
7	The system should support full programming from PC based terminal as well as from operator console so that PC based maintenance terminal can be avoided if required.	
C	Operator Console features	
1	Console should have minimum 16 programmable Keys apart from functions keys	
2	All DSS keys on the operating console should have LED /LCD Graphical display and should have inbuilt power from EPABX system.	
3	Should have hands free operation & head phone supported	
4	The console should have separate indication for internal & external incoming call to identify & attend as per priority with call queuing.	
5	Integrated Full-Duplex speakerphone with adjustable volume control	
6	Speakerphone should allow on-hook dialing	
7	Availability of fixed feature keys	
8	Soft tone electronic ringer with adjustable High-Low settings	
9	Availability of HOLD button	
D	Digital Terminal Basic Call Features	
1	Extension to extension dialing	
2	Call waiting	
3	Call hold	
4	Eight party conference	
5	Distinctive ringing	
6	Call forward on busy	
7	Call forward on no answer	
8	Call forward all calls	
9	Internal and external queuing	
10	Automatic Recall	
11	Automatic Line Preferences	
12	Remote Call Forwarding (External Call Forwarding)	
13	Do Not Disturb	
14	Internal Paging Through Telephone	
15	Manual Signaling (Boss/Secretary Button/Buzzer)	
16	Boss/Secretary Intercom	
17	Trunk Queuing with Callback	
18	Station Queuing with Callback	
19	Multiple Call Forwarding options	
20	Call forwarding	
21	Supports Caller Id for both incoming & outgoing calls	

Place: -

Date :-

Signature of Tenderer:

Name, Designation, Seal

LITIGATION HISTORY

Year.	Award for or against bidder	Name of client, cause of litigation and matter in dispute	Disputed amount (current value in Rs.)

**Place: -
Date**

**Signature of Tenderer:
Name, Designation, Seal**

PART – II
PRICE BID

1. PRICE:

- (i) Bidders are required to quote their price(s) for goods offered indicating they are 'FIRM'
- (ii) The prices quoted shall be FOR Destination only at the consignee's site/store inclusive of packing, forwarding, Freight & Insurance. In addition, the break-up of FOR Destination price shall be given as per schedule of Prices in Annexure-V of Section – III. The Bidders has to certify in the price bid that any implication of lower Tax and Input Tax Credit benefit as per anti-profiteering and other provisions under GST Laws, have been fully passed on to the Purchaser, while quoting the tender prices.

2. INSURANCE:

Insurance of materials/equipment, covered by the Specification should normally be done by the Suppliers with their own Insurance Company unless otherwise stated. The responsibility of delivery of the materials/equipment at destination stores/site 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 equipment/materials damaged or lost which will be reported by the Consignee within 30 days of receipt of the equipment/materials at Destination without waiting for the settlement of their claims with the carriers and underwriters.

3. CERTIFICATE FOR EXEMPTION FROM GOODS AND SERVICES TAX:

Offers with exemption from Goods and Services Tax shall be accompanied with authenticated proof of such exemption. Authenticated proof for this clause shall mean Photostat copy of exemption certificates, attested by Gazetted Officers of State or Central Government.

4. PROPER FILLING UP OF THE PRICE SCHEDULE:

The Bidders should fill up the price schedule (Annexure-V of Section-III) properly and in full. The tender may be rejected if the schedule of price is submitted in incomplete form as per clause-34 (ix) of Section-II of the Specification.

5. NATURE OF PRICE INDICATED IN SPECIFICATION SHALL BE FINAL.

The nature of price indicated in the Clause-13, Section – I of PART –I of the Specification shall be final and binding.



ODISHA POWER TRANSMISSION CORPORATION LTD
OFFICE OF THE SENIOR GENERAL MANAGER,
CENTRAL PROCUREMENT CELL,
JANPATH, BHUBANESWAR - 751022

TENDER SPECIFICATION NO: Sr.G.M.-Telecom-EPABX-03/2018-19
SECTION - V

Technical Specification

Scope of the work:

1.0. SCOPE:-

- 1.1. This specification covers the design, manufacture, assembly, supply and delivery at site, erection, testing and commissioning of (i) 500Line EPABX with all Spares.
- 1.2. Comprehensive AMC of the complete EPABX System for a period of 4 years beyond successful completion of the guarantee period.
- 1.3. It is the intention of the purchaser to install the most up to date type of equipment conforming to applicable standard.
- 1.4. The scope of the contract shall include MDF, EPABX side as well as subscriber side along with all parts and accessories etc, which are usual and necessary for successful commissioning & operation of EPABX system, though not individually and specifically stated or enumerated.
- 1.5. The scope also includes the Buy- Back of existing EPABX system.

2.0. General Requirements

The Bidder's proposal shall address all functional and performance requirements within this specification and shall include sufficient information and supporting documentation in order to determine compliance with this specification without further necessity for enquiries.

The Bidder's proposal shall clearly identify all features described in the specification or in any supporting reference materials that will not be implemented; otherwise, those features shall become binding as part of the final contract.

An analysis of the functional and performance requirements of the specification during design, and engineering may lead the contractor to conclude that additional items and services are required that are not specifically mentioned in this specification. The contractor shall be responsible for providing at no additional cost to the Employer, all such items and services that are necessary to meet the specified capacity, and performance requirement. Such materials and services shall be considered to be within the scope of the contract. To the extent possible, the bidders shall identify and include all such additional items (hardware/software and services in their proposal.

All equipment provided shall be designed to interface with existing equipment and shall be capable of supporting all requirements including spare capacity identified in this specification.

The contractor shall demonstrate compliance to specification and specified level of performance of the offered items during well-structured tests if the owner requires.

3.0 **General Responsibilities and Obligations.**

This sections describe the general responsibilities and obligation of the contractor and the owner.

3.1 **Responsibilities for the implementation plan.**

The contractor shall responsible for development of details project implementation plan. The implementation plan shall include the activities of both the contractor and the owner, showing all key mile stone such as facilities readiness and clearly identifying the nature of all information and project support expected from the employer/owner. The owner and the contractor shall finalize the detail implementation plan following award of the contract.

3.2 **Contactor” Responsibilities and Obligations.**

The contractor shall be responsible for all cable and wiring associated with the existing equipment up-gradation and enhancement work. The contractor shall also be responsible for determining the adequacy of the local power source for the equipment and the wiring to it. In addition, the contractor shall be responsible for shielding equipment and cabling to eliminate potential interference to or from the equipment and for earthing of all cabinets and shields as required for the system. Contractor’s obligations include, but are not limited to, the following;

- i) Minimize interruption in existing system operation.
- ii) Provide a working system that meets the functional and performance requirement of the specification.
- iii) Equipment engineering and design specific including review of, and conformance with local environmental earthing considerations.
- iv) Development of installation guidelines.
- v) Overall integration of equipment/sub-systems which also include supply of necessary hardware/ software(if any) with licenses.
- vi) All cabling, wiring including supply, laying and termination etc. of the cables, and main distribution frame(MDF) for the supplied equipment and interfacing for full interconnectivity.
- vii) Project management, Project scheduling including periodic project report documenting progress during contract period.
- viii) Engineering and Technical assistance during the contract and warrantee period.
- ix) Implement all minor Civil work including cable fixing such as cable tray fixing
- x) Define source power requirements for equipment supplied.
- xi) Supply of all hardware, software and firmware required to satisfy the requirements of this specification.
- xii) Testing of all hardware, software and firmware provided.
- xiii) Provide a quality assurance plan and access to the manufacturing process.
- xiv) Shipment of all equipment to the designated location and /or storing areas.
- xv) Storing ,Insurance(Storage cum installation) , maintenance of storing area and security including full responsibility for protection from theft and fire for all the items supplied.
- xvi) All documentation and drawings as specified.

3.3 **Owner responsibilities and obligations.**

The owner will provide the following items and services as part of the project:

- i) Source power at (nominal)- AC power at (nominal) 220V.
- ii) Providing support and access to facilities at the sites.
- iii) Co-coordination with the contractors activities.
- iv) Arranging appropriate shutdown to facilitate erection testing and commissioning of system.
- v) Any statutory clearance/entry permit as required.
- vi) Review and approval of the contractor's designs, drawings and recommendations.
- vii) Review and approval of test procedure.

TECHNICAL SPECIFICATIONS:

3.0 DRAWINGS / DOCUMENTS

4.1 The bidders shall submit the following drawings / documents along with their offer failing which the offer is liable for rejection.

- (a) General design, layout with overall dimensions
- (b) Electrical schematic diagram showing connections and controls.
- (c) Leaflets and technical literature giving detailed information of the EPBAX.
- (d) Brand name, Technical literature & GTP of the bought-out materials offered (if any) necessary for the tendered work.

4.2 **The bidder shall submit the drawings and GTP (Guaranteed Technical Particulars) in respect of the offered equipment, in 3 (three) copies within 15 (fifteen) days from the date of issue of the purchase order for purchaser's approval.**

Appendix – II

WORK COMPLETION SCHEDULE OF EPBAX AT OPTCL HQ.

Sl. No.	Description	Quantity	Desired delivery	Destination
(i)	Supply, Installation with complete commissioning of EPBAX at OPTCL HQ, Bhoinagar, BBSR	1 System	Within 1(One) months from the date of LoA	GRIDCO BUILDING, OPTCL, Bhubaneswar
(iii)	Comprehensive AMC for a period of 4(Four) years after successful completion of guarantee period for the Complete EPBAX system)	1 System	4(Four) years from the date of successful completion of the guarantee period	

PART-I

SECTION-V

SPECIFICATION FOR COMPREHENSIVE AMC of EPABX SYSTEM AT OPTCL HQ OFFICE

SCOPE OF AMC (Comprehensive).

Subsequent upon completion of the installation & commissioning work of the EPABX, the complete EPABX system shall be under comprehensive AMC for a period of 4 (Four) years beyond the successful completion of guarantee period as specified in the specification.

SCOPE OF AMC(Comprehensive) for above equipment.

- (I) **Annual Maintenance Contract (Comprehensive)** for the EPABX system at OPTCL HQ Office at Bhoinagatr, for a period of **4 (Four) years** beyond the Guarantee period and shall have following scope:-
 - (a) **Preventive Maintenance** [Half yearly (every six months)]: Contractor to Check Properly the EPABX system at OPTCL HQ OFFICE to ascertain the performance to the satisfaction of OPTCL in every six months. These inspections are to be carried out in presence of OPTCL Engineer and contractor's representative. A report on inspection & testing along with the status of the EPABX system is to be jointly signed for reference and record. In case any defects are noticed during Preventive Maintenance, such defects are to be rectified within 15 days of such inspection. The spare materials/equipment required to rectify the defects are to be supplied by the contractor free of cost to OPTCL. In case contractor fails to perform the Preventive maintenance within the scheduled stipulated time, the purchaser shall recover from the supplier/contractor a price reduction for the delay as per the **Price reduction schedule clause indicated below (V-B)**.
 - (b) **Break down maintenance:** In case any defect is noticed, the Contractor shall be intimated by the owner, and Contractor shall attend the spot within 07 days from the date of intimation (Date of issue of Letter) positively and shall ascertain the defects and shall rectify the same within 15 days from the date of intimation (Date of issue of Letter) to the Contractor. The spare materials/equipment required to rectify such defects are to be supplied by the contractor free of cost to OPTCL In case Contractor fails to rectify the defects within the scheduled time, the purchaser shall recover from the supplier/ Contractor a price reduction for the delay as per the **Price reduction schedule clause indicated below (V-A)**. The date of intimation to the Contractor regarding the troubles/defects of the item(s) shall be reckoned as the base date for computing the Penalty amount.
- (II) **TERMS OF PAYMENT:** (For AMC Contract of EPABX system at OPTCL HQ OFFICE. The terms of payments under this contract shall be governed as per the following:
 1. Your unconditional acceptance of the order.
 2. A performance Bank Guarantee as per the proforma enclosed for 10% of the total Maintenance Contract price (for 04 years) , which will remain valid for more than two months from the expiry of the contract period i.e, 50 months from the last date of the guarantee period. Initially, the BG shall remain valid for 18 months and the same to be revalidated from time to time to cover the entire guarantee period.
 3. Payment will be made equally at the end of every six months, period starting from the date of contract period as per the details below:
 - (a) Release of payment for the 1st installment:- The payment of 1st installments of each year are to be paid to you at the end of 6(six) months. The EPABX system needs to be

Checked Properly under Preventive Maintenance (PM) to ascertain the performance to the satisfaction of OPTCL in every six months. This inspection is to be carried out in presence of OPTCL Engineer and contractor's representative. A report on inspection & testing along with the status of EPABX system should be jointly signed and furnished to the verifying authority (Telecommunication Division, Bhubaneswar) for verification.

- (b) Similarly, the payment of 2nd installments of each year are to be paid to you at the end of 12(Twelve) months, during which the inspection of EPABX system to keep the schemes in a healthy and functional condition, shall be carried out by the contractor, on production of documents as indicated above.

* The payment for other years of AMC shall be as indicated above.

* The Goods and Service Tax shall be payable at applicable rate.

* The statutory deduction of taxes shall be made from bill.

(III) PERFORMANCE SECURITY:

- A Performance Bank Guarantee as per the proforma enclosed for 10% of the total Maintenance Contract price (**for 04 years**), which will remain valid for more than two months from the expiry of the contract period i.e, 50 months from the last date of the guarantee period. Initially, the BG shall remain valid for 18 months and the same to be re-validated from time to time to cover the entire contract period. You are requested to furnish the Composite Bank Guarantee of required amount in our standard Bank Guarantee format (enclosed herewith) towards Security, Payment and Performance from any Nationalized/ Scheduled Bank on non-judicial stamp paper worth of Rs. 29.00 (Rupees Twenty Nine) only or as applicable as per prevalent rules.

The B.G. shall be furnished to Sr. General Manager, Telecommunication Circle, OPTCL SLDC Building, Mancheswar railway colony, Bhubaneswar-751017 within 30(thirty) days from the date of issue of **NOA (Notification of Award) for AMC** and shall remain valid for a period of **18 (Eighteen)** months initially and the same to be validated from time to time to cover the entire AMC period. Validation of BG shall be made well before expiry of the validity of BG. The said Bank Guarantee should be accompanied by a confirmation letter from the concerned issuing Bank & should have provision for encashment at Bhubaneswar before the B.G. is accepted and all concerned intimated. No interest is payable on the Composite Bank Guarantee.

- B. In case of non-fulfillment of contractual obligation, Composite Bank Guarantee shall be encashed without intimation to you.

(IV) PAYING OFFICER:

For the purpose of this **NOA** of AMC Contract, DGM, **Telecom. Division, OPTCL, Bhubaneswar** shall be the Paying Officer.

(V) PRICE REDUCTION SCHEDULE:

(a) In the event of failure on your part to comply with the provisions of the contract regarding attending to the **Break down** of the EPABX System at OPTCL HQ OFFICE as indicated elsewhere, a price reduction @0.5% of the total taxable value of the contract for each day of delay, or part thereof, for such delay, subject to upper limit of penalty of 10% of the total taxable value if delay is within 30 days and up to 20% if delay exceeds one month, will be levied, without prejudice to any other remedies to which OPTCL may also be entitled, under the provisions of the contract/bid specifications.

(b) In the event of failure on your part to comply with the provisions of the contract regarding attending to the Preventive maintenance (PM) of the EPABX system at OPTCL

HQ OFFICE as indicated elsewhere, a price reduction @30% of the total AMC taxable value (except GST) for the period shall be imposed for that half year.

(VI) CONTRACTOR'S RESPONSIBILITY:

It will be contractor's responsibility to maintain the entire EPABX system at OPTCL HQ OFFICE, as described in the scope of the contract in healthy and functional manner. The repair and replacement work will be completed within 15 days from the registering of the complaints by OPTCL Engineers of the concerned Section/Sib-Division, or MANAGER/ AGM/DGM/GM of the concerned Division or Circles respectively failing which the penalty clause as at clause-V shall be applied. The replacement of equipment will be done by using materials from the stock to be kept under contractors scope. Any equipment/spare removed from the EPABX system at OPTCL HQ OFFICE and taken for rectification, will be rectified and returned back to OPTCL at contractor's own risk and expense, within 15 days from the date of such removal. The date of removal will be reckoned as the date of handing over & taking over report jointly signed by concerned OPTCL Engineer and contractor's representative.

- (a) An indemnity bond shall be furnished before receiving materials from OPTCL .
- (b) In case the Bidder did not return the materials taken from the EPABX system then the BG furnished towards the AMC shall be encashed without any intimation to you.

(VII) NODAL OFFICER:

A nodal officer shall be appointed by OPTCL, who will monitor the execution of entire maintenance activities within the scope of this contract. You will furnish all the records, reports, receipts etc., to the Nodal Officer, who will forward the documents, after due verification, for initiation of Half yearly payment activities. The name of the Nodal officer shall be intimated during placement of order to the successful contractor.

(VIII) CONTRACT AGREEMENT:

Contractor shall prepare and finalize the Contract Document for signing of the formal Contract Agreement with us, as per the proforma to be provided to you, on non-judicial stamp paper of appropriate value within fifteen days from the date of order.

(IX) DURATION OF CONTRACT:

This AMC shall be in force for a period of 04 (Four) Years, beyond the Guarantee period as stipulated in the Specification.

Information to be furnished by the contractor:

The following information is to be provided by the contractor for attending to the EPABX system at OPTCL HQ OFFICE for rectification during the guarantee period and AMC.

Persons to be contacted for the service purpose:

Names: (1)

Designation:

E-mail address:

Alternate e-mail address:

Name: (2)

Designation:

Full postal address:

E-mail address:

Alternate e-mail address: