



ODISHA POWER TRANSMISSION CORPORATION LIMITED
(A Govt. of Odisha Undertaking)

Regd. Office: Janpath, Bhubaneswar -751 022

(Domestic Competitive e-Bidding)

**e-Tender Document No.: TW-IT/OT/08/2015-16 dated:
02.01.2016**

for

**“Bandwidth for MPLS Connectivity in OPTCL-
GRIDCO-SLDC WIDE AREA NETWORK (OGS-
WAN) for 03 years”**

Office of the Chief General Manager (IT)
Odisha Power Transmission Corporation Limited

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

Street Address: Janpath, Bhubaneswar, Odisha.

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

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

Official website of OPTCL: www.optcl.co.in

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



ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Govt. of ODISHA Undertaking)

Registered Office: Janpath, Bhubaneswar – 751022

e-Tender Notice

TENDER NOTICE No TW-IT/OT/08/2015-16 DATED 02.01.2016

Chief General Manager (IT), OPTCL, 3rd Floor, OPTCL TOWER, Janpath, Bhubaneswar on behalf of OPTCL invites bids in e-tender mode only from reputed eligible bidders for “Bandwidth for MPLS Connectivity in OPTCL-GRIDCO-SLDC WIDE AREA NETWORK (OGS-WAN) for 03 years” with an estimated cost of about ₹ **2.53** Cr. conforming to the terms and conditions mentioned in the tender document.

The interested bidders would be required to enroll themselves on the tender portal www.tenderwizard.com/OPTCL. Complete set of bidding documents are available at the tender portal, www.tenderwizard.com/OPTCL or OPTCL’s website: www.optcl.co.in from 02.01.2016 (10.00 Hrs) up to 18.01.2016 (13.20 Hrs) for downloading the scope of supply and terms and conditions in detail. The due date & time of opening of techno-commercial bid shall be 15.30 Hrs on 19.01.2016.

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.

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

Chief General Manager (IT)

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SECTION- I**GENERAL INFORMATION TO BIDDERS****SCOPE OF THE WORKS:**

Provision of MPLS Bandwidth Connectivity in OPTCL-GRIDCO-SLDC WIDE AREA NETWORK (OGS-WAN) for 03 years. As per the detailed description given bellow:

Sl. No.	Description	Nos
1	20 Mbps MPLS Bandwidth	01
2	256 Kbps MPLS Bandwidth(Router with 8 port LAN)	32
3	256 Kbps MPLS Bandwidth	78
4	2Mbps P2P Bandwidth within 10Km radius	04

1) NETWORK SERVICES:

- a) The bidder shall be responsible to provide the MPLS link till the network rack in the respective locations. The details of installation locations are given in **Annexure-I**.
- b) The installation of Pole/Tower, RF equipment, Fiber cabling to be done by the bidder up to network rack at respective locations.
- c) The active network hardware/components as will be provided by the bidder with the MPLS link will be under comprehensive maintenance i.e. the bidder shall be responsible for providing service and repairing/replacement of parts/components at no additional cost to OPTCL. The replacement of all spares of active network hardware/components is included under the bandwidth MPLS Project. Defective parts will be replaced with good and standard quality spares by the vendor without any extra charges of any kind. Any devices damaged by OPTCL will be replaced/ repaired with cost from OPTCL.
- d) Manageability/maintenance of the installed hardware by the bidder will be under the scope of work of the successful bidder.
- e) Link down call will be attended within 8 hours of receipt of information of link down call from OPTCL. All repairs and servicing of equipment shall be carried out on site.
- f) Any damage or loss caused to OPTCL equipment/component due to negligence, mishandling shall be made good by contractor either by payment by cash at prevailing market price of the equipment/item or by replacing

- equipment/item of same make and specification.
- g) **Annual Recurring Charge shall include the cost of bandwidth, installation of last mile media & connectivity till the network rack.**
 - h) The bidder will be required to maintain fully equipped technical support centre at a convenient location with necessary spares in sufficient quantity, so that Service Engineers can reach the various locations along with required spares within 24 hours of reporting the call.
 - i) The bidder shall put sufficient emphasis on Network health, network reporting & real-time escalation as per predefined clause -27 of SECTION-V GCC.
 - j) The bidder shall provide a NOC support for monitoring the complete network with the help of tools. Also provide a ticketing system for tracking the calls for calculating the uptime & downtime of the links by submitting monthly report.

The prospective bidders are advised to register their user ID, Password, company ID with website www.tenderwizard.com/OPTCL by clicking on hyper link “Register Me” on the tender website www.tenderwizard.com/OPTCL.

2.0 Submission of Bids:

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

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

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

The participants to the tender should be registered under IT Act / Finance Act, 1994.

1. The Bidder must possess Compatible Digital Signature Certificate (DSC) of Class-III.
2. Bidders are requested to follow the below steps for Registration on the tender website:
 - a. Click “Register”, fill the online registration form.
 - b. Pay the amount of Rs. 2290/- through DD in Favour of KSEDC Ltd. Payable at Bangalore or online payment to the KSEDC Ltd. This registration is valid for one year.

- c. Send the acknowledgment copy for verification.
 - d. As soon as the verification is done the e-tender user id will be enabled.
3. After viewing Tender Notification, if bidder intends to participate in tender, he has to use his e-tendering User Id and Password which would have been received after registration.
4. If any Bidder wants to participate in the tender he will have to follow the instructions given below:
- a) Insert the PKI (which consist of your Digital Signature Certificate) in your System.
 - i. (Note: Make sure that necessary software of PKI be installed in your system).
 - ii. Click / Double Click to open the Microsoft Internet Explorer.
 - iii. Type www.tenderwizard.com/OPTCL in the address bar, to access the Login Screen.
 - iv. Enter e-tender User Id and Password, click on “Go”.
 - v. Click on “Click here to login” for selecting the Digital Signature Certificate.
 - vi. Select the Certificate and enter DSC Password.
 - vii. Re-enter the e-Procurement User Id Password
5. To make a request for Tender Document, Bidders will have to follow below mentioned steps.
- Click “Un Applied” to view / apply for new tenders.
 - Click on Request icon for online request.
 - Enter the required fields including details of D.D for tender Processing fee.
6. After making the request, Bidders will receive the Bid Documents which can be checked and downloaded by following the below steps:
- Click to view the tender documents which are received by the user.
 - Tender document screen appears.
 - Click “Click here to download” to download the documents.
7. After completing all the formalities Bidders will have to submit the tender and they must take care of following instructions.
- Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not

- Note down / take a print of bid control number once it is displayed on the screen

8. Competitors bid sheets will be available in the website.

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

Bangalore – 080- 40482000 or Mobile No. 9937140591

3.The Bidding Schedule :

a.	Type of Bidding	Two-part bidding
b.	Tender Documents	The bidders can view the tender documents from website www.optcl.co.in/ www.tenderwizard.com/OPTCL free of cost.
c.	Tender Cost	Rs. 10,500/- (non-refundable)) including VAT@5%.
d.	Mode of Payment of Tender cost	Demand Draft payable to Drawing and Disbursing officer, Headquarters office, OPTCL, Bhubaneswar. The DD must be issued by a nationalized bank on or before the last date for sale of bidding documents, as per clause-j below.
e.	Tender Processing Fee	The bidders shall have to submit non refundable tender processing fee of Rs 5,725/- in the form of Demand Draft, or online payment drawn in favour of K.S.E.D.C.Ltd, Payable at Bangalore.
f.	EMD	All bids must be accompanied by a bid security (EMD) for the amount of ₹ 2,53,200/- (Two Lakhs Fifty three Thousands Two hundred) Only
g.	Mode of EMD	A crossed bank Demand draft/pay order/bank certified cheque drawn in favour of the Drawing and Disbursing Officer, OPTCL, Headquarters, Bhubaneswar payable at Bhubaneswar
h.	Submission of EMD/Tender Cost/ Tender Processing Fee	The bidders shall scan the Demand Draft/Pay Order towards EMD, Tender paper Cost and tender processing fee and upload the scanned image in the prescribed form in .pdf, .gif or .jpg format in addition to submitting original. The said demand drafts are to be submitted in original at the office of the undersigned on or before the last date & time of submission of tender.

i.	Date of commencement of Sale of bidding document	02.01.2016 , 10:00 Hrs
j.	Last date of sale of bidding documents	18.01.2016, 13.20 Hrs
k.	Last date of submission of bids	18.01.2016 ,13.30 Hrs
l.	Date & Time of Pre-Bid Conference	07.01.2016, 15:30 Hrs
m.	Time of opening of Techno-commercial bids	19.01.2016, 15.30 Hours
n.	Time of opening of Price bids	Will be Intimated Later
o.	Place of Opening of Bids	Office of Chief General Manager (IT), 3 rd Floor, OPTCL Tower, OPTCL, Janpath, Bhubaneswar – 751022
p.	Address for communication	Chief General Manager (IT), 3 rd Floor, OPTCL Tower, OPTCL, Janpath, Bhubaneswar – 751022

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

4. e-TENDERING PROCESS GUIDELINES:

4.1 UNDERSTANDING OF e-BID DOCUMENTS:

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

4.2 CONTENTS OF e-BIDDING DOCUMENT:

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

1. Tender Notification :
2. Bid Documents (Free View):

Section-I: General Information to Bidders

Section-II: Instruction to bidder (ITB)

Section-III: Eligibility Criteria

Section-IV : Scope of Work

Section-V : General Conditions of Contract (GCC)

Section-VI : Bidding Forms

Section-VII: Contract Forms

3.0 Bid Forms (In .XLS Format):

- Techno-commercial Formats.
- Financial Proposal Formats.

4.3 FORMS/DOCUMENTS TO BE UPLOADED:

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

4.3.1. Techno-Commercial Bid (Part-I):

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

The following documents shall be furnished in original before the Tender Accepting Authority on or before the date and time of submission of the Tender.

- DD towards Tender Cost, DD towards Bid Security (EMD) and DD towards Tender Processing Fees/ Documentary proof of payment of Tender Processing Fees through e-payment mode.
- Power of Attorney (Authorised Signatory) notarized copy for signing the bid document.

(B) Soft Form of Documents (Scanned Copy to be uploaded in .pdf file in the Tender Portal):

Following are the Soft form of scanned documents in .pdf file to be uploaded on the Official Tender Portal of OPTCL “www.tenderwizard.com / OPTCL” as an attachment in .pdf.

Sl. No.	Particulars	Attachment .pdf
01	*DD towards Tender Cost, DD towards Bid Security (EMD) and DD towards Tender Processing Fees/ Documentary proof of payment of Tender Processing Fees through e-payment mode. Exemption if any towards Tender cost & EMD shall be supported with documentary evidence.	Attach 1.pdf
02	Power of Attorney (Authorised Signatory)	Attach 2.pdf

	notarized copy for signing the bid document.	
03	Form F-1: Tender Submission Sheet.	Attach 3.pdf
04	The Bidder should either be a Layer 3 MPLS VPN Service Provider under the License of Government of India or a National Long Distance (NLD) / Basic Service Operator having own MPLS VPN network and should submit attested copy of the appropriate license.	Attach 4.Pdf
05	Form F-2: The Service Provider should have been in NLD/ MPLS business for a period of at least 5 years.	Attach 5.pdf
06	Form F-3: Supporting documentary evidence of the above Experience such as Work Order/Contract Agreement and Client Citation / Confirmation for work done.	Attach 6.pdf
07	Form F-4: Duly filled Companies Financial Information as per the Format	Attach 7.pdf
08	Form F-5: Techno-Commercial Deviation Schedule as per the Format	Attach 8.pdf
9	Supporting documentary evidence of the Companies Financial Information furnished above.	Attach 9.pdf
10	Certified copy of Registration Certificate/ Certificate of Incorporation of the bidder.	Attach 10.pdf
11	Certified copy of Agreement or Certificate pertaining to Authorized Dealer/Channel Partner/Gold partner of OEM for CPE.(supply & Services)	Attach 11.pdf
12	Certified copy of evidence of service base in Bhubaneswar	Attach 12.pdf
13	Certified copy of Service Tax Registration Certificate, Sales Tax Certificate and PAN.	Attach 13.pdf
14	Sales Tax Clearance	Attach 14.pdf
15	Any Other Documents	Attach 15.pdf

(C) KEY-IN of the Schedules (XLS) in the Tender Portal :

Following are the schedules in XLS format to be downloaded, filled in and uploaded by the Bidder as per the OWNER format in the www.tenderwizard.com / OPTCL portal.

Sl. No.	Particulars	Schedules in .XLS format
1.	Bidders information	Schedule-I

2.	Acceptance of Important Terms and Conditions	Schedule-II
3.	Techno-commercial Schedule (Qualifying Requirement)	Schedule-III
4.	Details of Documents Submitted in attach.pdf	Schedule-IV

4.3.2. Price Bid (Part-II):

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

Sl. No.	Description	Nos
1	20 Mbps MPLS Bandwidth	01
2	256 Kbps MPLS Bandwidth(Router with 8 port LAN)	32
3	256 Kbps MPLS Bandwidth	78
4	2Mbps P2P Bandwidth	04

4.4. e-TENDERING PROCESS GUIDELINES:

4.4.1 e-Tendering information:

1. Tender Forms can be downloaded from the e-Tendering Portal of OWNER, www.tenderwizard.com/OPTCL after entering the details of payment towards Tender processing Fees as per the Tender Schedule.
2. Tenderers should have valid Class-III Digital Signature Certificate (DSC) obtained from any Certifying Authorities. In respect of requirement of DSC, interested Bidders should go to “tender wizard.com/OPTCL” and follow the procedure mentioned in the document 'Procedure for application of Digital Certificate'.
3. The prospective bidders are advised to register their user ID, Password, company ID with website “www.tenderwizard.com/OPTCL” by clicking on hyper link “Register Me” for the use of Electronic Tendering.
4. For any assistance on the use of Electronic Tendering System, contact help desk number,080-40482000(Bengaluru) or mobile no 9937140591.
5. Tenderers should install the 'Mandatory System Requirement' available on the Home Page of www.tenderwizard.com/OPTCL under the section 'Mandatory System Requirement' and make the necessary Browser Settings provided under section 'Internet Explorer Settings'.

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

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

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

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

4.4.4 Opening of the Price Bids:

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

4.5 Disclaimer:

4.5.1 This Document includes statements, schedules, forms under the category viz; Tender Notification, Bid Documents (Free view) and Bid Forms (In XLS Formats) uploaded in the e-tendering portal of the OPTCL, which reflect various assumptions, which may or may not be correct. Each Bidder should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.

4.5.2 Neither OPTCL nor its employees will have any liability whatsoever to any Bidder or any other person under the Cyber law or Law of contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Owner or its employees, or otherwise arising in any way from the selection process for the contract provision of Services for the Project.

4.5.3 Though adequate care has been taken while uploading the Bid document in the e-tender portal of the OPTCL, the Bidder should satisfy himself that documents are complete in all respects and duly up-loaded in the e-tendering portal of the OPTCL. Intimation of any discrepancy/ doubt shall be addressed in the pre-bid conference only.

- 4.5.4 Detailed Time Table for the various activities to be performed in e-tendering process by the Bidder for quoting their offer is given in this Tender Document under Bidding Schedule", Bidder should carefully note down the cut-off dates for carrying out each e-tendering process / activity.
- 4.5.5 Every effort is being made to keep the Tender Portal up to date and running smoothly 24 x 7 by the OPTCL and the Service Provider. However OPTCL/Service Provider takes no responsibility, and will not be liable for, the Tender Portal being temporarily unavailable due to any technical issue at any point of time.
- 4.5.6 In that event OPTCL will not be liable or responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this Tender Portal.
- 4.5.7 Bidders must follow the time table of e-tendering process and get their activities of e-tendering processes done well in advance so as to avoid any inconvenience due to unforeseen technical problem if any.
- 4.5.8 OPTCL will not be responsible for any incomplete activity of e-tendering process of the Bidder due to technical error/ failure of Tender Portal and it cannot be challenged by way of appeal, arbitration and in the Court of Law.

Section-II

Instructions to Bidders (ITB)

A. General:			
1.	Scope of the Bid	1.1	For scope of Bid please refer to Section-IV.
2.	Eligible Bidders	2.1	The bidders in order to be eligible should meet the eligibility criteria mentioned under Section III.
3.	Joint Venture/ Consortium	3.1	Not applicable (not allowed).
4.	Documentary Evidence	4.1	The Bidder shall furnish/upload, as the case may be, documents/ Schedules in support of the qualifying requirement along with the bid (Techno-Commercial Bid : Part-I & Price Bid : Part-II) in the manner prescribed under Section-I.
		4.2	Non-compliance to the above requirement even after seeking necessary clarifications shall constitute the offer as non-responsive.
B. Contents of Bidding Document			
5.	Sections of the Bidding Document	5.1	The e-Bidding Document is a compilation of the following sections: 1. Tender Notification : 2. Bid Documents (Free View): Section-I: General Information to Bidders Section-II: Instruction to bidder (ITB) Section-III: Eligibility Criteria Section-IV :Scope of Work, SOR, & Time Schedule Section-V : General Conditions of Contract (GCC) Section-VI : Bidding Forms Section-VII: Contract Forms 3.0. Bid Forms (In .XLS Format): • Techno Commercial Proposal Formats • Financial Proposal Formats.
		5.2	Odisha Power Transmission Corporation Limited is not responsible for the completeness of the Bidding Document and its addenda, if they were not downloaded directly from the tender portal of OPTCL.
		5.3	The Bidder is expected to examine all instructions, forms, terms, and specifications

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			in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.
6.	Clarifications on Bidding Document	6.1	Bidders may seek clarifications in writing relating to preparation and submission of bids, scope of works, GCC etc. prior to the pre-bid conference. Such requests will be submitted at least 2 days (excluding the date of pre-bid meeting) before the date of Pre-bid meeting. Bidders' queries will be discussed in the pre-bid conference. The clarifications to the queries and/or addenda to the TENDER document shall be published in the website of OPTCL i.e. http://www.optcl.co.in or tender portal i.e. www.tenderwizard.com/OPTCL .
		6.2	The pre-bid conference shall be held as per the schedule mentioned in the-Section-I.
		6.3	No clarification shall be entertained after the pre-bid conference.
7.	Amendment of Bidding Document	7.1	At any time prior to the deadline for submission of the bids, OPTCL may amend the bidding document by giving reasonable time and issuing addenda.
		7.2	Any addenda issued shall be part of the bidding document. The bidder shall visit OPTCL's website or tender Portal for any addendum / modification / errata / corrigendum etc.
		7.3	OPTCL, at its discretion for any reason at its own initiative may add, modify or remove any element of the services entirely or any part thereof from the bid document till the time of deadline for submission of bid. All bidders will be notified of any such change.
		7.4	In order to provide prospective bidders reasonable time to take the amendments into account in preparing their bids, OPTCL may, at its discretion, extend the last date for the submission of bids.
		7.5	Any addendum issued shall be part of the bidding document and shall be hosted in OPTCL's website/tender portal.
C. Preparation of Bids			
8.	Cost of Bid preparation	8.1	The Bidder shall bear all costs associated with the preparation and Cost of submission of its Bid and OPTCL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
		8.2	A demand draft amounting to *₹10500/-

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			(Rupees Ten thousand five hundred) only inclusive of VAT @5% in favor of “Odisha Power Transmission Corporation Limited” payable at “Bhubaneswar” for the cost of tender documents. *Note: Exemption towards Tender Cost, if any shall only be allowed to eligible bidder against submission of documentary evidence.
9.	Language of Bids	9.1	The Bid, as well as all correspondences and documents relating to the Bid exchanged between the Bidder and OPTCL, shall be written in English.
10.	Documents comprising Bid	10.1	The Bid shall comprise of two parts. One containing the Techno-Commercial Bid (Part-I) and the other containing the Price Bid (Part-II), which shall be evaluated in two stages.
		10.2	The Techno-Commercial Bid (Part-I) should be submitted in the following manner; (A)Hard Form of Documents (In Original): The following documents shall be furnished in original before the Tender Accepting Authority on or before the date and time of submission of the Tender. (i) DD towards Tender Cost, DD/Pay Order/Banker Cheque towards Bid Security (EMD) and DD towards Tender Processing Fees/ Documentary proof of payment of Tender Processing Fees through e-payment mode. (ii) Power of Attorney /notarized copy for signing the bid document.
		10.3	Price schedules (Part-II) in XLS format to be downloaded, filled in and uploaded by the Bidder as per the OWNER format and to be uploaded on the official tender portal of the OWNER: www.tenderwizard.com/OPTCL .
11.	Bid Submission Sheets and Price Schedules	11.1	The Bidder shall submit the Techno-Commercial Proposal and the Price Proposal as per the process mentioned in Section- I.
		11.2	The Bidders should take note of following points while submitting the Price Proposal: a) Price Proposal should clearly indicate the price to be charged without any qualifications. b) Taxes and Duties as applicable shall be shown in the Un-priced schedule.
12.	Alternate Bids	12.1	Alternate Techno-Commercial and /or Price bids shall be rejected.

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13.	Bid Prices	13.1	The prices quoted by the Bidder in the Price Proposal Submission Sheet (FORM-P1) in .pdf and in the Price Schedules (FORM-P2) in .xls shall conform to the requirements specified therein.
		13.2	The Prices for Comprehensive AMC for 03 years shall be inclusive of all cost incurred towards services & spares, any other applicable taxes and duties exclusive of Service tax. Service Tax shall be released extra against submission of tax Invoice.
		13.3	Where ever the issue of foreign exchange is involved due to import of Equipment/ Materials from a country other than India, the same shall be paid by the vendor. Import License, marine freight, insurance, customs duty, surcharge, port handling and clearing charges etc. all shall be to vendors account and purchasers shall not be responsible in any way in this regard. All such costs shall be presumed to have been included in unit prices.
		13.4	The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer if it is found to be the lowest without considering the separate discount, OPTCL shall avail such discount at the time of award of contract provided such discount is un-conditional.
14.	Currencies for the Bid	14.1	Bidders shall express their bid price in Indian Rupees only.
15.	Documents Establishing the Qualification of the Bidder	15.1	To establish its qualifications to perform the Contract without any deviation, the Bidder shall submit as part of its Techno-commercial proposal, the evidence towards each qualification criteria specified in Section-III (Eligibility Criteria).
16.	Period of validity of Bids	16.1	Bids shall remain valid for 180 days after the bid submission deadline date prescribed by OPTCL. A Bid valid for a shorter period shall be rejected by OPTCL as non-responsive.
		16.2	In exceptional circumstances, prior to the expiration of the bid validity period, OPTCL may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. A Bidder may refuse the request for such extension

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			without forfeiting its Bid Security. A Bidder granting the request shall not be permitted to modify its Bid.
17.	Bid Security (EMD)	17.1	<p>The Bidder shall furnish as part of its Techno-commercial Proposal, a Bid Security (EMD) in form of Demand Draft /Pay Order/ Banker's Cheque for an amount of ₹2,53,200/- (Rupees Two Lakhs Fifty three Thousand Two hundred) only in favour of Odisha Power Transmission Corporation Limited payable at Bhubaneswar only issued by a Scheduled Bank.</p> <p>Submission of bids without EMD will call for outright rejection.</p> <p>*Note: Exemption towards EMD, if any shall only be allowed to eligible bidder against submission of documentary evidence.</p>
		17.2	Any Bid not accompanied by Bid Security in accordance with ITB Sub- Clause-17.1 , shall be rejected by Odisha Power Transmission Corporation Limited as non-responsive.
		17.3	The Bid Security of unsuccessful Bidders shall be returned within 30 days after issue of the letter of award in favour of the successful bidder under this tender.
		17.4	The Bid Security (EMD) of the successful Bidder shall be returned after successful completion of contract period with OPTCL subject to recoveries on account of L/D.
		17.5	<p>The Bid Security (EMD) may be forfeited, if the successful Bidder fails to:</p> <p>a) Acknowledge the Letter of Award within the stipulated period.</p>
18.	Format of Bid	18.1	The Bidder shall submit the Techno-Commercial Proposal as per the formats/schedules mentioned in Section-I.
Submission and Opening of Bids			
19.	Submission of Bids	19.1	Bidder shall submit the Techno-Commercial Proposal and Price proposal through e-tender mode only, as per the guidelines mentioned in the Section-I of this Tender.
20.	Deadline for submission of Bids	20.1	Bids must be received by Odisha Power Transmission Corporation Limited not later than the date and time and extension thereto

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			indicated in the Section-I .
		20.2	Odisha Power Transmission Corporation Limited may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB Clause-7 , in which case all rights and obligation of Odisha Power Transmission Corporation Limited and Bidders as existing before extension of the deadline will be applicable until the extended deadline.
21.	Late Bids	21.1	Odisha Power Transmission Corporation Limited shall not consider any Bid that is received/uploaded after the deadline for submission of Bids, in accordance with ITB Clause-20 . Any Bid received/uploaded by Odisha Power Transmission Corporation Limited after the deadline for submission of Bids shall be declared late and rejected.
22.	Withdrawal, Substitution and Modification of Bids	22.1	<p>No Bid shall be withdrawn, substituted, or modified after the deadline for submission of bids.</p> <p>However, a Bidder may withdraw, substitute, or modify its Bid under the following situation;</p> <ol style="list-style-type: none"> 1. After expiry of the bid validity period as per ITB. 2. Any material changes to the scope of work after submission of bid document. 3. Any material changes in the bidding documents after submission of bid document. 4. If the due date of the submission has been extended by the OPTCL after submission of bid document.
23.	Bid opening	23.1	Odisha Power Transmission Corporation Limited shall conduct the opening of Techno-Commercial Proposals in the presence of Bidders' representatives who choose to attend, at the address, date and time specified in the Section-I .
		23.2	The Price Proposals will remain unopened until the time of opening of the Price Proposals. Odisha Power Transmission Corporation Limited shall advise the Techno-

			Commercially qualified bidders through system generated e-mail about the date, time, and location of the opening of Price Proposals.
		23.3	Odisha Power Transmission Corporation Limited shall conduct the opening of Price Proposals of all Techno-Commercially qualified bidders who submitted Price Proposals, in the presence of Bidder's representatives who choose to attend at the address, date and time specified by Odisha Power Transmission Corporation Limited. The Bidder's representatives who are present shall be requested to sign a register/note-sheet evidencing their attendance.
Evaluation and Comparison of Bids			
24.	Confidentiality	24.1	Information relating to the examination, evaluation, comparison and qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process.
		24.2	Any attempt by a Bidder to influence Odisha Power Transmission Corporation Limited in the examination, evaluation, comparison, and qualification of the Bids or Contract award decisions may result in the rejection of its Bid.
		24.3	Notwithstanding ITB Sub-Clause -24.2 , from the time of opening the Techno-Commercial Proposals to the time of Contract award, if any Bidder wishes to contact Odisha Power Transmission Corporation Limited on any matter related to the bidding process, it should do so in writing.
25.	Clarification of Bids	25.1	To assist in the examination, evaluation, comparison and qualification of the Bids, Odisha Power Transmission Corporation Limited may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by Odisha Power Transmission Corporation Limited shall not be considered. Odisha Power Transmission Corporation Limited's request for clarification and the response shall be in writing.
26.	Responsiveness of Techno-Commercial Proposals	26.1	Odisha Power Transmission Corporation Limited's determination of the responsiveness of a Techno-Commercial Proposal is to be based on the contents of the Techno-

			<p>Commercial Proposal itself.</p> <p>The bidders are requested to study the specification thoroughly before tendering so that if they make any deviations, the same are prominently brought on a separate sheet under the headings “Deviations” as per formats. All such deviations to the technical & commercial terms of the specification shall be indicated in a separate list as indicated above. In absence of such deviation schedule, it will be presumed that the bidder has accepted all the conditions stipulated in the tender specification, notwithstanding any deviations mentioned else where in the Bid. However the acceptance of deviation is not binding on the OPTCL.</p>
		26.2	<p>A substantially responsive Techno-Commercial Proposal is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the Services specified in the Contract; or b) limits or is inconsistent in any substantial way, with the Bidding Document, Odisha Power Transmission Corporation Limited’s rights or the Bidder’s obligations under the Contract; or c) if not rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Techno-Commercial Proposals
		26.3	<p>If a Techno-Commercial Proposal is not substantially responsive to the Bidding Document, it shall be rejected by Odisha Power Transmission Corporation Limited and shall not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
		26.4	<p>The bidders may submit bid with Non-material deviations (which means only those deviations that do not qualify as material deviations as defined in (Clause-26.2)). Such deviations will be checked and considered. If the deviations proposed are found material in</p>

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			nature, Odisha Power Transmission Corporation Limited reserves the right to reject such bids. Odisha Power Transmission Corporation Limited may also ask bidders for clarifications on such deviations during the evaluation.
27.	Non-conformities, errors and omissions	27.1	Provided that a Techno-Commercial Proposal is substantially responsive, Odisha Power Transmission Corporation Limited may waive any non-conformity or omission in the Bid that does not constitute a material deviation.
		27.2	Provided that a Techno-Commercial Proposal is substantially responsive, Odisha Power Transmission Corporation Limited may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Techno-Commercial Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
		27.3	Provided that the Techno-Commercial Proposal is substantially responsive, Odisha Power Transmission Corporation Limited will correct arithmetical errors during evaluation of Price Proposals on the following basis: a) if there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail. b) Except as provided in sub-clauses (a) herein above, Odisha Power Transmission Corporation Limited shall reject the Price Proposal if the same is not furnished in the Format (.xls) specified.
28.	Examination of Bids	28.1	Odisha Power Transmission Corporation Limited shall examine the Techno-Commercial Proposal to confirm that all documents requested in the ITB have been provided to determine the completeness of the offer submitted.
		28.2	Odisha Power Transmission Corporation Limited shall confirm that the Techno-Commercial Proposal Submission Sheet in accordance with ITB Sub- Clause-11.1,

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			written confirmation of authorization to commit the Bidder and Bid Security, have been provided in the Techno-Commercial Proposal. If any of these documents or information is missing, the offer shall be rejected.
29.	Examination of Terms and conditions; Techno-Commercial Evaluation.	29.1	Odisha Power Transmission Corporation Limited shall examine the Bids to confirm that all terms and conditions specified in the GCC have been accepted by the Bidder without any material deviation or reservation.
		29.2	Odisha Power Transmission Corporation Limited shall evaluate the Techno-Commercial aspects of the Bid submitted to confirm that all requirements specified in the Qualifying requirement at Section-III , of the Bidding Document have been met without any material deviation or reservation.
		29.3	If, after the examination of the terms and conditions and the Techno-Commercial evaluation, Odisha Power Transmission Corporation Limited determines that the Techno-Commercial Proposal is not substantially responsive in accordance with ITB Clause-26 , it shall reject the Bid.
30.	Evaluation of Bids	30.1	OPTCL shall evaluate Price Proposals of those Bids have been determined to be Techno-Commercially responsive.
		30.2	To evaluate a Price Proposal, Odisha Power Transmission Corporation Limited shall consider the total price quoted in Price Schedule (.xls) as per the schedule in all respect along with the applicable taxes and duties.
31.	Comparison of Bids	31.1	Odisha Power Transmission Corporation Limited shall compare all substantially responsive bids to determine the lowest evaluated total price.
32.	Clarification before Comparison of Bids	32.1	The comparison shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, and for validation of the qualification, clarifications, if any, shall be sought for prior to the comparison of bids.
33.	OPTCL's Right to	33.1	Odisha Power Transmission Corporation

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	Accept Any Bid, and to Reject Any or All Bids		Limited reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without assigning any reason and without incurring any liability.
Award of Contract			
34.	Award Criteria	34.1	OPTCL shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid provided that such Bidder continues to remain qualified to perform the Contract satisfactorily.
		34.2	A Bid shall be rejected if the bidder is determined to be un-qualified to perform the Contract satisfactorily. In such event Odisha Power Transmission Corporation Limited shall proceed to the next lowest ranked evaluated Bid to match with the discovered total lowest price and to make a similar reassessment of that Bidder's capabilities to perform satisfactorily.
35.	OPTCL's Right to change the deliverables & time schedule defined under scope of Work	35.1	During the execution of contract, Odisha Power Transmission Corporation Limited reserves the right to modify the scope and deliverables in lieu of the scope of work & deliverables and time schedule defined under the Scope of Work. However, for any modification or addition of new scope, which is beyond the original scope, the same shall be decided mutually subject to any financial implication to either side.
36.	Notification of Award	36.1	Prior to the expiration of the period of bid validity, Odisha Power Transmission Corporation Limited shall issue Letter of Award (LOA) to the successful Bidder, in writing, that its Bid has been accepted.
		36.2	Until a formal Contract is prepared and executed, the Letter of Award shall constitute a binding Contract.
		36.3	Within 07 days of LOA, the bidder shall sign, date, and return the LOA copy to the Odisha Power Transmission Corporation Limited as acknowledgement.
		36.4	Failure to acknowledge the LOA within the time limit shall constitute sufficient grounds for the annulment of the award with forfeiture of the Bid Security (EMD).
		36.5	In that event Odisha Power Transmission Corporation Limited may award the Contract

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			to the next lowest ranked evaluated Bidder at discovered lowest total price, whose offer is substantially responsive and is determined by Odisha Power Transmission Corporation Limited to be qualified to perform the Contract satisfactorily.
37.	Signing of the Contract	37.1	The successful bidder shall sign the contract Agreement with Odisha Power Transmission Corporation Limited in non-judicial stamp paper and send it to Odisha Power Transmission Corporation Limited within the time schedule mentioned under Section-IV.
		37.2	Failure to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security (EMD).
38.	Working Environment	38.1	It will be imperative on each bidder to fully inform himself of all local working environments which may have any effect on the execution of the works covered under these documents and specifications. Odisha Power Transmission Corporation Limited shall not entertain any request for clarifications from the bidders, regarding such working environment. It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by Odisha Power Transmission Corporation Limited.
39.	Disclaimer to e-tender document	39.1	This e-Tender Document (e-TENDER) has been prepared by Odisha Power Transmission Corporation Limited for Appointment of Firm for Data Centre. Though adequate care has been taken while preparing the e-TENDER documents, the Bidder shall satisfy himself that document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within ten (10) days from the date of issue of Bid documents, it shall be considered that the Bid document is complete in all respects and has been received by the Bidder in complete shape. While this e-TENDER has been prepared in

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		<p>good faith, Odisha Power Transmission Corporation Limited does not make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omission herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this e-TENDER, even if any loss or damage is caused by any act or omission on their part.</p> <p>All information submitted in response to e-TENDER become the property of Odisha Power Transmission Corporation Limited and OPTCL does not accept any responsibility for maintaining the confidentiality of the material submitted or any trade secrets or proprietary data contained therein.</p> <p>In submitting a proposal in response to the e-TENDER, each bidder certifies that it understands, accepts and agrees to the disclaimers on this page. Nothing contained in any other provision of the e-TENDER nor any statements made orally or in writing by any person or party shall have the effect of negating or superseding of the disclaimers set forth on this page.</p>
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Section-III
Eligibility Criteria

The eligibility criteria of a firm to bid for this tender are as follows:

1.	Eligible Bidders & Documentary evidence	1.1	<p>a) The bidder submitting the offers should be a Registered Company in India under the Companies Act, 1956.</p> <p>b) The bidder company should have made profits in the last three financial years i.e 2012-2013, 2013-2014 and 2014-2015. A copy of last three financial years’ relevant audited balance sheets should be submitted with the offer. If the audit of 2014-2015 year is not completed then provisional balance sheet signed by Chartered Accountant & CEO/CFO should be enclosed.</p> <p>c) The Bidder should have turnover of at least Rs.2500 crore in last financial year and cumulative turnover of Rs.5000 crore for the last three audited financial years.</p> <p>d) The Bidder should either be a Layer 3 MPLS VPN Service Provider under the License of Government of India or a National Long Distance (NLD) / Basic Service Operator having own MPLS VPN network and should submit attested copy of the appropriate license.</p> <p>e) The Service Provider should have been in NLD/ MPLS business for a period of at least 5 years.</p> <p>f) The Bidder should also meet following criteria:</p> <ul style="list-style-type: none"> ➤ 3 or more operational MPLS PoPs across Odisha on its own fiber network. ➤ The Carrier should have its own STM 16 level bandwidth at the core and DS3/STM1 level bandwidth at access network. ➤ End to End QoS should be possible. ➤ Its own Centralized NOC 24x7x365 support and backed by redundant NOC in different seismic zone. ➤ Its own fiber based backbone network of more than 1,00,000 Km.
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			<p>➤ Apart from above Bidder must have the following Certifications TL9000 & ISO 27001: 200</p> <p>g) The bidder should have executed orders for commissioning of MPLS network for Central Govt./PSU for one organization connecting a minimum of 100 locations OR The bidder should have executed 2 orders for commissioning of MPLS network for any organization connecting a minimum of 50 locations each.</p> <p>h) The bidder should not have been blacklisted by any government organization. Self-declaration to that effect should be submitted along with the technical.</p> <p>i) Copies of original documents defining the constitution or legal status, place of registration and principal place of business; written power of attorney of the signatory of the bid to commit the bidder.</p> <p>j) Performance as Services of similar nature over the last three years, and details of orders executed.</p> <p>k) Evidence of access to lines of credit, and availability of other financial resources. Certificate from bank indicating sanctioned limit of fund based and non-fund based line of credit and utilization thereof not earlier than fifteen days prior to date of opening of tender.</p> <p>l) A list of bidder's banks and authority to seek reference from the banks.</p> <p>m) Information regarding any current litigation in which the bidder is involved, the parties concerned, and disputed amount; Declaration to be submitted.</p> <p>n) Details of Quality Assurance Policy. Policy to be submitted.</p> <p>o) The bidder shall give an undertaking as a part of this contract to provide technical consultancy and guidance at no extra cost to OPTCL for successful operation. The Bidder shall submit an undertaking to this effect.</p>
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			<p>p) The Bidder must be an TL9000 & ISO 27001: 200 certified, the Bidder has to submit photocopy of the original certificate along with their bid.</p> <p>q) The bidder should have Network operating centre in India with 24x7 monitoring.</p> <p>r) Certified copy of Registration Certificate/ Certificate of Incorporation.</p> <p>s) Certified copy of Agreement or Certificate pertaining to Authorized Dealer/Channel Partner/Gold partner of OEM for CPE.</p> <p>t) Certified copy of evidence of service base in Bhubaneswar.</p> <p>u) Certified copy of Service Tax Registration Certificate, Sales Tax Certificate and PAN.</p> <p>v) Documents in Original in support of the following to be submitted in hard form on or before due date of opening of the part-1 bid (Techno-Commercial)</p> <p>w) Tender Cost, EMD & Tender processing fees.</p> <p>x) Power of Attorney (Authorised Signatory) in non-judicial stamp paper.</p>
	<p>Technical Specification</p>	<p>1.2</p>	<p>a) MPLS network should have MSCP Certified/Tire 1 Certification of Network equipment vender for MPLS backbone</p> <p>b) Service provider should have physically/logically separate Tier 1 backbone for Internet and MPLS to ensure security.</p> <p>c) Service Provider should have an integrated single MPLS backbone to ensure multiple last mile media connectivity options including owned/leased VSAT infrastructure. / Should have VSAT technology as last mile access.</p> <p>d) 3 or more operational MPLS PoPs and 50 or more SDH nodes across Odisha on its own fiber network.</p> <p>e) The Carrier should have its own STM 16 level bandwidth at the core and DS3/STM1 level bandwidth at access network.</p> <p>f) End to End QoS should be possible in MPLS network</p>

			<p>g) Topology of operation should be Hub and Spoke</p> <p>h) Ethernet delivery at all locations with</p> <p>i) Traffic Prioritising over WAN based on protocol source and destination</p> <p>j) Packet drop =<1%</p> <p>k) Availability 98.5% for remote location excluding HO , availability for HO should be 99%</p> <p>l) Response Time =<4 Hours</p> <p>m) Site to site Latency less than 100ms (excluding VSAT sites)</p> <p>n) Monitoring of traffic along with uses and uptime report</p> <p>o) Involvement of 1 Carrier; One SPOC.</p> <p>p) No Dependency over other Carrier for fault Restoration.</p> <p>q) Flexible, scalable and redundant network design.</p> <p>r) MPLS backbone will also derive the ring protection advantage of the underlying SDH-16 network.</p> <p>s) STM-16 (OC-48) and STM-4 (OC-12) Core backbone capacity.</p> <p>t) DWDM enabled network on the Core.</p> <p>PoP fulfills the following criteria</p> <ul style="list-style-type: none">• To ensure service continuity to all customers all PoP are equipped with complete failover architecture including all core aggregate routers having dual back plane and dual power supply. Network diagram should be submitted.• All PoP equipment is droved by stabilized power source• Minimum two pops OFC connectivity with redundant backhaul to ensure uptime in case of failure of one backhaul link• MPLS PoPs are complete under control of one bidder.
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Section-IV
(Schedule of Requirement (SOR) , Time Schedule)

1. Schedule of Requirements (SOR)

The purchaser's service quantity requirement covered under the Project is as indicated below.

Sl. No.	Description	Qty in Nos
1	20 Mbps MPLS Bandwidth	01
2	256 Kbps MPLS Bandwidth(Router with 8 port LAN)	32
3	256 Kbps MPLS Bandwidth	78
4	2Mbps P2P Bandwidth	04

Note: 1) 10% of the quantity may vary at the time of installations of the MPLS Links

2) Shifting or surrender of links shall be effective from every beginning of Month.

2. Time Schedule:

Clause	Scope of Works	Time Schedule
2.1	Acknowledgment of LOA	Within 15 days from the date of issue of LOA.
2.2	Completion Period	Within 45 days from the date of issue of LOA
2.3	Contract period	3 years w.e.f 01.04.1016

SECTION-V:

GENERAL CONDITIONS OF CONTRACT (GCC)

01.	Contract Documents	1.1	Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. Contract document covers, TENDER document, bidders offer, letter of award, correspondences between the Odisha Power Transmission Corporation Limited and Bidder(s).
02.	Definition	2.1	‘OPTCL/Owner’ shall mean ODISHA POWER TRANSMISSION CORPORATION LIMITED, JANPATH, BHUBANESWAR and shall include its legal representatives, successors and assigns.
		2.2	“Scope Of Works” “Provision of MPLS Bandwidth Connectivity in OPTCL-GRIDCO-SLDC WIDE AREA NETWORK (OGS-WAN) for 03 years.” with effect from 01.04.2016 to 31.03.2019
		2.3	“e-TENDER” i.e. “e-Tender Document” shall mean document consisting of NIT, ITB, BID Data Sheet, Eligibility Criteria, Scope of Works, Bid Evaluation Methodology, Bidding Forms and Contract Forms and .xls sheet floated in the website/tender portal of the OWNER any amendments there to.
		2.4	“Bid” shall mean Techno-Commercial Proposal & Price Proposal in prescribed FORMS in the Attach.pdf and .XLS sheet uploaded in the tender portal of the OPTCL in pursuance to TENDER document.
		2.5	“Bidder” shall mean the intending bidder(s), who meets the eligible criteria and fulfill the e-tender conditions participating in the e-bid floated by the Odisha Power Transmission Corporation Limited for Supply, Installation and commissioning of Software Based Video Conferencing Equipment in OPTCL as per the technical specification without any material deviations including support services during warranty period and AMC period for three years and shall include his heirs, legal representatives, successors and permitted assigns.
		2.6	“LOA” i.e. “Letter of Award” shall mean the official notice issued by Odisha Power Transmission Corporation Limited notifying the Bidder that his bid proposal has been accepted and it shall include amendments thereto, if any, issued by Odisha Power Transmission Corporation Limited.
		2.7	“Month” shall mean the calendar month and “Day” shall mean the calendar day.
		2.8	“Contract” shall mean the agreement signed by the

			Authorised representatives of Odisha Power Transmission Corporation Limited and the Selected Consulting firm covering “the GCC, Scope of Works, Techno-Commercial Bid & Price Bid submitted by the Bidder, Correspondences and Letter of Award” including amendments and clarifications thereto, if any, issued by Odisha Power Transmission Corporation Limited.
		2.9	“ Effective Date of the Contract ” shall mean the date of issue of Letter of Award for the Supply, Installation & Commissioning of software based Software Based Video Conferencing Equipment in OPTCL.
		2.10	“ Contract Period ” shall be from the date of issue of Letter of Award till the closure of the project and extensions, if any.
		2.11	“ Contract Price ” shall mean the sum named in or calculated in accordance with the provisions of the contract as the contract price which shall include packing, forwarding freight, Insurance, Excise Duty, Sales Tax, Octroi, and any other taxes and duties as applicable and including Comprehensive AMC period for 03 years except Service Tax.
		2.12	“ Engineer ” shall mean the OEM trained Engineers to be engaged by the bidder for the purpose of successful implementation of this contract.
		2.13	“ Other Terms & Expression ” Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof, if any.
03.	Interpretation	3.1	In this Contract unless a contrary intention is evident: <ul style="list-style-type: none"> (a) the clause headings are for convenient reference only and do not form part of this Contract. The headings shall not limit, alter or affect the meaning of this Contract; (b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses; (c) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time; (d) a word in the singular includes the plural and a word in the plural includes the singular; (e) a word imparting a gender includes other gender;

			<p>(f) a reference to legislation includes legislation repealing, replacing or amending that legislation;</p> <p>(g) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;</p> <p>(h) in the event of an inconsistency between the terms of this Contract and the Bid document and the proposal, the terms of this contract hereof shall prevail.</p>
04.	Entire Agreement	4.1	The Contract constitutes the entire agreement between the Odisha Power Transmission Corporation Limited and the Firm and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
05.	Amendment	5.1	No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
06.	Severability	6.1	If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
07.	Language	7.1	The Contract as well as all correspondence and documents relating to the Contract exchanged between by the Firm and the Odisha Power Transmission Corporation Limited shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
		7.2	The Firm shall bear all costs of translation to English and all risks of the accuracy of such translation.
08.	Location	8.1	The Services shall be performed in Bhubaneswar or at such location required by Odisha Power Transmission Corporation Limited.
9.	Effectiveness of Contract	9.1	This Contract shall come into force and effect on the date of the OPTCL's Letter of Award for Supply & Installation of software based Video Conferencing Equipment in OPTCL including AMC period of 03 years.
10.	Authorized Representatives	10.1	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed:

			<p>a) on behalf of the OPTCL by Chief General Manager(IT) or his designated representative;</p> <p>b) on behalf of the Firm by or his designated representative.</p>
11.	Relation between the Parties	11.1	Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Odisha Power Transmission Corporation Limited and the Firm. The Firm, under this Contract, shall have complete charge of Personnel performing for the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
12.	Notices	12.1	Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified below at 13.2. The term “in writing” means communicated in written form with proof of receipt.
		12.2	<p>Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post, email to such Party at the following addressor hosted in Website:</p> <p>a. For the OPTCL:</p> <p>Attention:</p> <p>Postal Address:.....</p> <p>.....</p> <p>Phone.....</p> <p>Facsimile:.....</p> <p>Email:</p> <p>b. For the Firms:</p> <p>Attention:</p> <p>Postal Address:.....</p> <p>.....</p> <p>Phone.....</p> <p>Facsimile:.....</p> <p>Email:</p>
		12.3	Notice will be deemed to be effective, when it is delivered to the other party in the normal course of delivery through personal delivery or registered mail, Fax, email or hosted in website.
		12.4	A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.
		12.5	All notices and other communications under this contract must be in writing, and must either be mailed by registered mail with acknowledgement due or hand delivered with proof of it having been

			received.
		12.6	If mailed, all notices will be considered as delivered after 7 days, of the notice having been mailed. If hand delivered, all notices will be considered, when received by the party to whom the notice is meant and sent for.
13.	Governing Law	13.1	The Contract shall be governed by and interpreted in accordance with the laws of India. The Courts in Bhubaneswar and High Court of Odisha, Cuttack shall have exclusive jurisdiction with respect of the tendering process, award of contract and execution of contract.
14.	Settlement of Disputes	14.1	Odisha Power Transmission Corporation Limited and the Firm shall make every effort to resolve the dispute amicably by direct informal negotiation.
		14.2	If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred to CMD, Odisha Power Transmission Corporation Limited who shall be the sole arbitrator for this purpose. If dispute doesn't get resolved by CMD, Odisha Power Transmission Corporation Limited, the same shall be governed by the provisions of arbitration and conciliation Act1996.
15.	Import License	15.1	In case imported materials are offered no assistance will be given for Import License or release of Foreign Exchange. The firm should arrange to import materials from their own quota.
16.	Delivery	16.1	The Delivery of Equipment & Services relating to implementation of the project shall be in accordance with the time schedule specified in the Section- IV and acceptance of the services by Odisha Power Transmission Corporation Limited.
17.	Firm's Responsibilities	17.1	The Firm shall provide the Supply & services strictly as per the requirement and within the time frame specified in Section-IV .
		17.2	The Firm shall bear all costs involved in the performance of its responsibilities, for the scope of the work as per the contract.
18.	OPTCL's Responsibilities	18.1	Odisha Power Transmission Corporation Limited may provide on Firm's request, particulars, information, band with and place as available with them that may be required by the Firm for proper planning and execution of Works under this contract.
		18.2	Odisha Power Transmission Corporation Limited shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, payments etc. to the Firm.

		18.3	Odisha Power Transmission Corporation Limited shall provide space in the OPTCL's offices to the Firm or at such location as may be mutually decided by the Parties.
19.	Contract Price	19.1	The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
		19.2	Prices charged by the Firm for the Supply & services provided under the Contract shall not vary from the prices quoted by the Firm in its bid unless otherwise agreed between the Firm and Odisha Power Transmission Corporation Limited till the completion of the contract.
20.	Terms of Payment	20.1	The Contract Price shall be paid on submission of invoice in triplicate and in the manner specified as under; Provision of MPLS Bandwidth Connectivity in OPTCL-GRIDCO-SLDC WIDE AREA NETWORK (OGS-WAN) for 03 years. The total Bandwidth cost shall be released in 12 equal quarterly installments with Service tax claimed against tax Invoice, subject to satisfactory completion of quarterly service period duly certified by the CGM (IT) and submission & approval of the Performance Bank Guarantee for 10% value of total project cost. Note: No invoice for extra work will be submitted by the Firm unless the said extra work has been authorized/approved by Odisha Power Transmission Corporation Limited in writing.
		20.2	The Firm's request for payment shall be made to Odisha Power Transmission Corporation Limited in writing, accompanied by invoices describing Services provided, documents evidencing submission and acceptance of deliverables. The Firm shall submit the invoices in triplicate to Odisha Power Transmission Corporation Limited.
		20.3	Payments shall be made promptly by Odisha Power Transmission Corporation Limited not later than thirty (30) days after submission of an invoice along with supporting documents, subject to Odisha Power Transmission Corporation Limited's acceptance. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.
		20.4	The final payment under this Clause shall be made only after satisfactory completion of the activities mentioned in the Scope of Work.

e-Tender –MPLS B/W of OGS-WAN

		20.5	Payment shall be made by Odisha Power Transmission Corporation Limited as per the price of the Letter of Award. Odisha Power Transmission Corporation Limited may deduct such amounts from the Invoice, which are to be recovered as per the GCC.
		20.6	<p>PAYING OFFICER:</p> <p>DDO, OPTCL, Hqrs, shall be the paying authority for this project. Following documents are to be submitted by the contractor for release of payment;</p> <ol style="list-style-type: none"> 1. Tax Invoice in Triplicate. 2. Bank Guarantee, if any. 3. Preventive Maintenance certificate duly certified by User & Vendor. 4. Any other documents as required by the Paying Officer.
		20.7	<p>PROJECT IN CHARGE:</p> <p>Asst. General Manager (IT), OPTCL, Bhubaneswar shall be the Project manager for this project.</p>
21	Mode of Operation	21.1	<ol style="list-style-type: none"> 1. Only your service engineers shall render necessary maintenance support. 2. You shall be required to report to the User Dept. before and after attending to maintenance of defective machines to record their time of reporting/rectification. 3. You shall submit a copy of your service report duly signed by your service engineer to the User Dept. after routine check-up and rectification of defects.
22.	Taxes and Duties	22.1	The Firm and the personnel shall pay the taxes, duties; fees, levies and other impositions levied under the existing, amended or enacted laws except service tax during life of this contract.
		22.2	Payment of taxes/duties shall not be made separately in any case. However, service tax as applicable claimed by the Firm in their tax invoice shall be released on production of documentary evidence.
		22.3	OPTCL shall deduct TDS & WCT at the appropriate rate as per the existing law.
23.	Performance Security	23.1	The Firm shall submit a Contract Performance Bank Guarantee for the due performance of the Contract from a scheduled bank en-cashable at Bhubaneswar

			Branch of the issuing Bank only for 10% of the contract price for the respective works. This shall remain valid for a period of 40 months from the contract period.
		23.2	Odisha Power Transmission Corporation Limited shall at its sole discretion invoke the Performance Security and appropriate the amount secured there under, in the event that the Firm commits any delay or default in Services rendered or commits any breach of the terms and conditions of the Contract.
		23.3	The Performance Security shall be denominated in Indian Rupees. In case of extension of the contract period for any reason, the validity period of CPBG will be extended accordingly.
		23.4	The Performance Security shall be discharged by Odisha Power Transmission Corporation Limited and returned to the Firm not later than 30 days following the date of completion of the Firm's performance obligations under the Contract including extension thereof.
24.	Confidential Information	24.1	The Firm and the personnel of any of them shall not disclose any proprietary or confidential information relating to this contract during the period for which this study has been made.
		24.2	The obligation of a party under this clause, however, shall not apply to information that: <ul style="list-style-type: none"> (a) now or hereafter enters the public domain through no fault of that party; (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or (c) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
25.	Subcontracting	25.1	The firm shall not sub-contract any part of its obligations under the Contract. However, Firm shall be allowed to hire expert(s) for the purpose of specific project assignment, for which the Firm shall bear all cost for the same.
26.	Service Quality	26.1	OPTCL may reject any Service rendered or any part thereof that fail to conform to the specifications. The Firm shall take measures necessary to meet the specifications at no cost to OPTCL.
27.	Liquidated Damages (MPLS Bandwidth & Services)	27.1	No Penalty for 98% Uptime; For Uptime between 95-98%, 1% Quarterly payment will be deducted for that link; For 90-95% Up time 2% Quarterly payment will be deducted for that link . 90% Bellow uptime 100% quarterly payment will be deducted for that link. If quarterly preventive maintenance is not done then

			30% of the quarterly bill for which PM is not made shall be deducted as penalty.
28.	Change in Laws and Regulations	28.1	Unless otherwise specified in the Contract, if after the date of the Submission of Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or there is any change in the place of the business that subsequently affects the Delivery Date, then such Delivery Date shall be correspondingly extended or compressed, to the extent that the Firm has thereby been affected in the performance of any of its obligations under the Contract.
29.	Force Majeure	29.1	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
		29.2	Force Majeure shall not include: <ul style="list-style-type: none"> a) Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Firms or agents or employees, nor b) Any event which a diligent Party could reasonably have been expected to both (i) take into account at the time of the conclusion of this Contract, and (ii) avoid or overcome in the carrying out of its obligations hereunder.
		29.3	The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
		29.4	A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
		29.5	A Party affected by an event of Force Majeure shall

			notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
		29.6	The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
		29.7	The decision of the Odisha Power Transmission Corporation Limited with regard to the occurrence, continuation, period or extent of Force Majeure shall be final and binding on the Firm.
		29.8	The contract period, pursuant to this Contract, shall be extended for a period equal to the time during which the contract could not be performed as a result of Force Majeure.
		29.9	Not later than thirty (30) days after the Firm, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.
30.	Extensions of Time	30.1	If at any time during performance of the Contract, the Firm encounter conditions impeding timely completion of Services as per Section-IV (Scope of Work), the Firm shall promptly notify Odisha Power Transmission Corporation Limited in writing of the delay, it's likely duration, and its cause. As soon as practicable after receipt of the Firm's notice, Odisha Power Transmission Corporation Limited shall evaluate the situation and may at its discretion extend the Firm's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
31.	Suspension	31.1	Odisha Power Transmission Corporation Limited may, by written notice of suspension to the Firms, suspend all payments to the Firms hereunder if the Firms fail to perform any of their obligations under this Contract, including the carrying out of the Services as per schedule, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Firms to remedy such failure within a period not exceeding Seven (7) days after receipt by the Firms of such notice of suspension and shall invoke contract performance guarantee.
32.	Termination	32.1	Termination of Contract for Failure to Become Effective;

		<p>If this Contract has not become effective within seven (7) days of the date hereof, either Party may, by not less than two weeks (2) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.</p>
	<p>32.2</p>	<p>Termination for Default:</p> <p>(a) The Odisha Power Transmission Corporation Limited may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Firm terminate the Contract in whole or in part:</p> <ol style="list-style-type: none"> i. if the Firm fails to provide acceptable quality of Services within the period specified in the Contract, or within any extension thereof granted by the Odisha Power Transmission Corporation Limited as per scope of work(Section IV) ii. if the Firm commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as the Odisha Power Transmission Corporation Limited in its absolute discretion decide) provided in a notice in this behalf from the Odisha Power Transmission Corporation Limited. iii. If the Firm fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause-16 of GCC. iv. If, as the result of Force Majeure, the Firm is unable to perform a material portion of the Services for a period of not less than sixty (60) days. <p>(b) In the event the Odisha Power Transmission Corporation Limited terminates the Contract in whole or in part, pursuant to GCC Clause30, the Odisha Power Transmission Corporation Limited may procure, upon such terms and in such manner as it deems appropriate, Deliverables or Services similar to those undelivered or not performed, and the Firm shall be liable to the Odisha Power Transmission Corporation Limited for any additional costs for such similar Services. However, the Firm shall continue performance</p>

			of the Contract to the extent not terminated.
		32.3	<p>Termination for Insolvency:</p> <p>Odisha Power Transmission Corporation Limited may at any time terminate the Contract by giving Notice to the Firm if the Firm becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Firm, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Odisha Power Transmission Corporation Limited.</p>
		32.3	<p>Termination for Convenience:</p> <p>Odisha Power Transmission Corporation Limited, by Notice sent to the Firm, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Odisha Power Transmission Corporation Limited’s convenience, the extent to which performance of the Firm under the Contract is terminated, and the date upon which such termination becomes effective.</p>
		32.4	<p>Consequences of Termination:</p> <p>Upon Termination of the Contract, the Firm shall:</p> <p>(a) Prepare and present a detailed exit plan within five calendar days of termination notice receipt to the or equivalent authority of Odisha Power Transmission Corporation Limited (“Exit Plan”)</p> <p>(b) The or equivalent authority and along with designated team will review the Exit plan. If approved, Supplier shall start working on the same immediately. If the plan is rejected, Firm shall prepare alternate plan within two calendar days. If the second plan is also rejected or equivalent authority will provide a plan for Firm and it should be adhered by in totality.</p>
		32.5	<p>The Firm and or equivalent authority will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.</p>
33.	Cessation of Rights and	33.1	<p>Upon termination of this Contract pursuant to Clause-32.4 hereof, or upon expiration of this</p>

	Obligations		Contract pursuant to Clause-34 hereof, all rights and obligations of the Parties hereunder shall cease, except <ul style="list-style-type: none"> a) Such rights and obligations as may have accrued on the date of termination or expiration, b) The obligation of confidentiality set forth in Clause-24 hereof, c) Any right which a Party may have under the Applicable Law.
34.	Cessation of Services	34.1	Upon termination of this Contract by notice to pursuant to Clause-30 hereof, the Firms shall, immediately upon dispatch or receipt of such notice, take all necessary steps as provided in Clause-30 hereof, to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.
35.	Payment upon Termination	35.1	Upon termination of this Contract pursuant to Clause-32 hereof, OPTCL shall make the following payments to the Firm: <ul style="list-style-type: none"> a) Consultancy Fee for Services satisfactorily performed prior to the effective date of termination; after adjustment of the dues to the Odisha Power Transmission Corporation Limited. b) Except in the case of termination pursuant failure to perform, insolvency of the Firm, deliberate false submission by the Firm or for failure to comply with the final decision of an arbitration process, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.
36.	Assignment	36.1	The Firm shall not assign to any other party, in whole or in part, their obligations under this Contract.
37.	Disclaimer	37.1	OPTCL reserves the right to share, with any Firm of its choice, any resultant Proposals, in order to secure expert opinion.
		37.2	OPTCL reserves the right to accept or reject any proposal deemed to be in its best interest.
38.	Public Disclosure	38.1	All services/deliverables provided to OPTCL by Firm are subject to Country and Odisha public disclosure laws such as RTI etc.
		38.2	The Firm's Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless OPTCL first gives the Firm its written consent.

39.	Adherence to rules regulations and restriction	39.1	Firm shall comply with the provision of all laws including labor laws, rules, regulations and notifications issued there under from time to time.
		39.2	The Firm shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable rules and instruction. Firm's Team shall adhere to all security requirement/regulations of OPTCL during the execution of the work. Odisha Power Transmission Corporation Limited's employee also shall comply with its procedures/policy.
		39.3	The Firm shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
40.	Fairness and Good Faith	40.1	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
		40.2	Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause-16 hereof.
41.	Insurance	41.1	The Firm shall take and maintain at their own cost, insurance coverage against the risks of their personnel and properties relating to this assignment.
42.	Conflict of Interest	42.1	The Firm shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
		42.2	If the Firm is found to be involved in a conflict of interest situation with regard to the present assignment, OPTCL may choose to terminate this contract as per Clause-32 of GCC.
43.	Standard of Performance	43.1	The Firm shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with

			professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, and Technical and engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Firms shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to Odisha Power Transmission Corporation Limited.
44.	Expiration of Contract	44.1	Unless terminated earlier pursuant to Clause-32 hereof, this Contract shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payments of Supply & Installation and AMC have been made.
45.	Conflict among assignments	45.1	Neither Firms (including their personnel and sub-Firms) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Firms.
46.	Professional Liability.	46.1	The Firm is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. As the Firm's liability to the employer will be governed by the applicable law, the contract need not deal with this matter unless the parties wish to limit this liability. If they do so, they should ensure that (a) there must be no such limitation in case of the Firm's gross negligence or willful misconduct; (b) the Firm's liability to the OPTCL may in no case be limited to less than the total payments expected to be made under the Firm's contract, or the proceeds the Firm is entitled to receive under its insurance, whichever is higher; and (c) any such limitation may deal only with the Firm's liability toward the employer and not with the Firm's liability toward third parties.
47.	Service Engineer	47.1	During an assignment, the Firm shall made available the OEM Authorized Service Engineer as per the eligibility norms specified in the tender.
48.	Changes and additions in Firm's scope of works	48.1	OPTCL shall have the right to request Firm in writing to make any changes, modifications, deletions and/or additions to Firm's scope of works. Firm shall review such written requests and if such changes and additions would jeopardize fulfillment of any of Firm's obligations under this contract, Firm will not be obliged to make such changes or withhold any part of the works pursuant to such changes and/or additions contemplated by OPTCL. Otherwise, Firm will work out the estimate of price and time adjustment on account of such changes, modifications, deletion and/or additions sought by

			OPTCL and the same shall be mutually agreed. Unless Firm receives written authority from OPTCL on variation in prices and time schedule, Firm will not be obliged to proceed with any such variation in the scope of works.
49.	Intellectual Property	49.1	OPTCL shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all Source code, Object code, records, reports, designs, application configurations, data and written material, products, specifications, reports, drawings and other documents which have been newly created and developed by the Firm solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Firm undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to OPTCL and execute all such contracts/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of OPTCL. To the extent that Intellectual Property Rights are unable by law to so vest, the Firm assigns those Intellectual Property Rights to OPTCL on creation.
		49.2	The Firm shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Firm shall keep OPTCL indemnified against all costs, expenses and liabilities what so ever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Firm or its personnel during the course of performance of the Related Services. In case of any infringement by the Firm, the Firm shall have sole control of the defense and all related settlement negotiations.
		49.3	Subject to sub-clauses 49.1 to 49.2, the Firm shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the Firm that existed before the effective date of the contract.

50.	Patent rights	50.1	Any dispute arising in respect of copy right act for the equipment supplied or software configured by the vendor and used by the purchaser shall be the responsibility of the vendor and the purchaser in no way shall be held responsible in any form or court of law in this regard.
51.	Rejection of materials	51.1	<p>In the event, any of the materials/ equipment supplied by the Firm is found defective in materials or workmanship or otherwise not in conformity with the requirements of the contract specification, the purchaser shall reject the materials/equipment and request the Firm in writing to rectify the same. The Firm on receipt of such notification shall either rectify or replace the defective equipment free of cost to the purchaser. If the Firm fails to do so within 30 days of written notice, the purchaser may;</p> <ul style="list-style-type: none"> (i) At its option replace or rectify such defective equipment and recover the extra costs so involved from the Firm and/or (ii) Terminate the contract for balance work/supplies, with enforcement of penalty as per contract. (iii) Acquire the affected equipment/materials and services at reduced price considered equitable under the circumstances. <p>The Firm shall not be allowed any extension in contract completion period due to time taken to replenish the rejected material/work.</p>

Section-VI:

Bidding Forms

FORM (F-1):

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

From:

To:

Sir,

Sub: Provision of MPLS Bandwidth Connectivity in OPTCL-GRIDCO-SLDC WIDE AREA NETWORK (OGS-WAN) for 03 years. With effect from 01.04.2016 to 31.03.2019

TENDER Reference No. _____

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

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

Yours faithfully,

Full name:

Address:

Telephone:

E-mail id:

FORM (F-2):
Details of Service Support

SERVICE CENTRE AT BHUBANESWAR										
Location										
Sl.No.	Land line no	Fax No	Email ID	Contact person Mobile no	Status of Office Working Days and Hours	Number of Software Engineers	Number of Hardware Engineers	Number of Hardware Staff	Value of Min. Stock Available at all times	List of Similar Projects serviced in last two (2) years

Date :

Place :

Form (F-3):

Project Experience

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

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

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

Sl. No.	Order placed by (full address of Purchaser)	Order No. and date	Description of order	Value of order	Date of completion of work as per contract	Date of completion of work as per Actual	Remarks indicating reasons for late finish, if any.	Relevant Proof submitted (Y/N)

Signature: _____

Seal:

Full Name: _____

Address: _____

Form (F-4):

Company's Financial Information

(to be submitted on Firm's Letter Head)

Kindly provide the following details for the Firm:

1. Name of the Firm:.....

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

Particulars	FY.2012-13	FY. 2013-14	FY.2014-15
Annual Turnover of the firm from India Operations (Rs. in Crore)			

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

Signature of the Chartered Accountant:

Seal

Full Name:

Name of the CA Firm:

Address:

Phone No:

E-mail Id:

Note:

1. Consolidated Audited Annual Reports for last three financial years have to be provided as proof for consulting firm's turnover from India Operations.

Form (F-5):

TECHNO-COMMERCIAL DEVIATIONS SCHEDULE

Bidder's Name & Address

To,

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

Dear Sirs,

Sub: **NO Deviations to the Scope of Works, SOR, Technical Specification and Time Schedule.**

We hereby undertake that without any deviation to the Scope of Works, SOR, Technical Specification and Time Schedule and terms and conditions contained in the TENDER to execute the Provision of MPLS Bandwidth Connectivity in OPTCL-GRIDCO-SLDC WIDE AREA NETWORK (OGS-WAN) for 03 years & services support.

NIT	TENDER Reference	Deviation to the Scope of Works, SOR, Technical Specification and Time Schedule and terms and conditions contained in the TENDER.

Date:

(Signature of the Bidder)

Place:

(Printed Name)

(Designation)

(Common Seal)

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

(The firm has to agree to execute the Provision of MPLS Bandwidth Connectivity in OPTCL-GRIDCO-SLDC WIDE AREA NETWORK (OGS-WAN) for 03 years & services support without any deviation. Deviations if any mentioned above, acceptance of such deviations shall be at sole discretion of the OPTCL.

Form (F-6):
Acceptance of Important Terms & Conditions

Bidder's Name &
Address

To,

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

Sub.:-----

With reference to your TENDER No. ----- dated -----
for "Provision of MPLS Bandwidth Connectivity in OPTCL-GRIDCO-SLDC
WIDE AREA NETWORK (OGS-WAN) for 03 years. With effect from 01.04.2016
to 31.03.2019", where by confirm that we have read the provisions of the
following clauses and further confirm that notwithstanding anything stated
elsewhere to the contrary, the stipulation of these clauses of TENDER are
acceptable to us and we have not taken any deviation to these clauses:

a)Terms of Payment:

b)Bid Security

(EMD):

c) Contract Performance Bank Guarantee:

d) Liquidated Damages for delay in Completion:

e) Deliverables:

f) Bid Validity Period:

g) Price Basis:

We further confirm that any deviation to the above clauses at Sl. No.(a)
through (g) found anywhere in our Bid Proposal shall stand unconditionally
withdrawn, without any cost implication whatsoever to Odisha Power
Transmission Corporation Limited.

Date:

Place:

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

FORM (P-1):

Price Proposal (to be submitted on Firm's Letterhead)

From:

To: _____

Sir,

Sub.: Provision of MPLS Bandwidth Connectivity in OPTCL-GRIDCO-SLDC WIDE AREA NETWORK (OGS-WAN) for 03 years. With effect from 01.04.2016 to 31.03.2019

.....

I _____(Bidder) herewith enclose Price Proposal against the subject TENDER for **“Provision of MPLS Bandwidth Connectivity in OPTCL-GRIDCO-SLDC WIDE AREA NETWORK (OGS-WAN) for 03 years. With effect from 01.04.2016 to 31.03.2019”** I hereby accept and abide by the scope & terms and conditions of TENDER document unconditionally.

Yours faithfully,

Signature:

Full Name:

Address:

Phone No:

E-mail Id:

Section VII:

ANNEXURE- I

Contract Form

(To be executed on non-judicial stamp paper)

CONTRACT NO.:.....

THIS CONTRACT made the day of 2014, between ODISHA POWER TRANSMISSION CORPORATION LIMITED (OPTCL) represented by the CGM (IT) OPTCL Hqrs, Bhubaneswar (hereinafter “**OWNER**” which expression shall include its successor, administrator and assigns), of the one part, and M/s represented by the, <Address) at (hereinafter “**the firm**” which expression shall include its successor, administrator and assigns), of the other part:

1. **WHEREAS OWNER** invited bids for Provision of MPLS Bandwidth Connectivity in OPTCL-GRIDCO-SLDC WIDE AREA NETWORK (OGS-WAN) for 03 years. With effect from 01.04.2016 to 31.03.2019

and has accepted a Bid by the firm, against which contract has been awarded by the OWNER forvide LOA No.:dated.....for the estimated Contract Value for the sum of Rs.....(Rupees.....Only) (hereinafter “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as “Contract Documents”) shall be enclosed herewith and shall be deemed to form and be read and construed as part of this Contract, viz.:
 - i. Accepted Scope of Works, SOR, Technical Specifications and Time Schedule .(As enclosure –I)
 - ii. Accepted General Conditions of Contract. (As enclosure –II)
 - iii. Accepted Techno- Commercial Proposal. (As enclosure –III)
 - iv. Accepted Price Proposal. (As enclosure –IV)
 - v. Acknowledgment of Letter of Award (LOA) and subsequent amendments. (As enclosure –V)
 - vi. List of Locations of Sites. (As enclosure –VI)
 - vii. Approved Contract Performance Bank Guarantee. (As enclosure –VII)

In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the reverse order listed above.

3. In consideration of the payments to be made by OWNER to the Firm as indicated in this Contract, the Firm hereby covenants with OWNER to provide the Supply & Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. OWNER hereby covenants to pay the Firm in consideration of the provision of the Supply & Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. This agreement shall be subject to jurisdiction of the Hon'ble High Court of Odisha and Courts at Bhubaneswar to the exclusion of all other Courts.

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

For & on behalf of OWNER:

Name:.....

Designation:.....

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

For & on behalf of the Firm:

Name:.....

Designation:.....

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

In the Presence of

1. Witness – 1
(Name & Address)

2. Witness – 2
(Name & Address)

1. Witness – 1
(Name &Address)

2. Witness – 2
(Name & Address

ANNEXURE- 2

**Contract Performance Bank Guarantee
(To be executed on non-judicial stamp paper as per Stamp Act)**

Date:
Contract Name and No. :

To: _____

2. WHEREAS _____ (hereinafter “the Firm”) has undertaken, pursuant to Contract No. _____ dated _____, _____ to take up the assignment for setting up the **Provision of MPLS Bandwidth Connectivity in OPTCL-GRIDCO-SLDC WIDE AREA NETWORK (OGS-WAN) for 03 years. With effect from 01.04.2016 to 31.03.2019** Project for ODISHA POWER TRANSMISSION CORPORATION LIMITED(hereinafter “the Contract”).

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Firm shall furnish you with a security _____ issued by a reputable guarantor for the sum specified therein as security for compliance with the Firms performance obligations in accordance with the Contract.

AND WHEREAS the undersigned _____, legally domiciled in _____, (hereinafter “the Guarantor”), have agreed to give the Firm a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Firm, up to a total of _____ and we undertake to pay you, upon your first written demand declaring the Firm to be in default under the Contract, without cavil or argument, any sum or sums within the limits of _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. The guarantee can be presented by Odisha Power Transmission Corporation Limited at any of our branches at Bhubaneswar who will pay the claim amount to Odisha Power Transmission Corporation Limited immediately.

The Guarantor also agrees that Odisha Power Transmission Corporation Limited at its option shall be entitled to enforce this Guarantee against the Guarantor as a principal debtor, without proceeding against the Bidder and notwithstanding any security or other guarantee Odisha Power Transmission Corporation Limited may have in relation to the Bidder’s liabilities.

Provided that the liability of the Guarantor under this Guarantee shall not exceed the said amount of ₹ _____/ - / Indian Rupees _____ Only) exclusive of interest payable on the amount demanded in the notice till the date of payment to Odisha Power Transmission Corporation Limited and

interest thereon. Any disputes concerning or under this Guarantee shall be subject to the jurisdiction of courts located in

This security is valid until the _____ day of _____, _____.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the security for and on behalf of _____

Date _____ .

Notwithstanding anything contained herein above.

i) Our liability under this Bank Guarantee shall not exceed ₹ _____ (Rupees _____) only.

ii) The Bank Guarantee shall be valid up to _____ only.

iii) We or our Bank at Bhubaneswar (Name & Address of the Local Bank) are liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us or our local Bank at Bhubaneswar a written claim or demand and received by us or by Local Branch at Bhubaneswar on or before Dt. _____ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

For _____ (indicate the name of the Bank)

N.B.:

(1) Name of the Firm:

(2) No. & date of the Letter of Award / Contract:

(3) Amount of the Bank Guarantee: ₹

(4) Validity period or date up to which the Contract is valid:

(5) Signature of the Constituent Authority of the Bank with seal:

(6) Name & addresses of the Witnesses with signature:

(7) The Bank Guarantee shall be accepted only after getting confirmation from the respective Bank(s).

In the presence of

1. Name & Address _____

Witness _____

2. Name & Address _____