



ଓଡ଼ିଶା ବିଦ୍ୟୁତ୍ ଶକ୍ତି ସଂଚାରଣ ନିଗମ ଲି.ଟି.
ODISHA POWER TRANSMISSION CORPORATION LIMITED
(A Government of Odisha Undertaking)
Regd. Office: Janpath: Bhubaneswar-751022.
Telephone: (0674) 2540051 (EPABX), Website: www.optcl.co.in
CIN:U4102OR2004SGC007553

e-Tender Document No.: TW-IT/OT/04/2021-22
dated: 29.10.2021

For

**“Design, Implementation, Operationalization, Support and
Maintenance for 5 years of an enterprise class hosted
webmail solution for OPTCL/SLDC/GRIDCO domain”**

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.
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Official website of OPTCL: <https://www.optcl.co.in>
Official Tender portal of OPTCL: “www.tenderwizard.com/OPTCL”



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e-Tender Notice

e-TENDER NOTICE No TW-IT/OT/04/2021-22

DATED: 29-10-2021

Office of 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 “Design, Implementation, Operationalization, Support and Maintenance for 5 years of an enterprise class hosted webmail solution for OPTCL/SLDC/GRIDCO domain” with an estimated cost of Rs. **43,78,674.00** (Rupees Forty Three Lakh Seventy Eight Thousand Six Hundred Seventy Four only) 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 29-10-2021 (11.00 Hrs) up to 20-11-2021 (13.00 Hrs) for downloading the scope of supply and terms and conditions in detail. The due date & time of opening of techno-commercial bid shall be 11.00 Hrs on 22-11-2021.

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

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

Chief General Manager (IT)

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SECTION- I

GENERAL INFORMATION TO BIDDERS

1. SCOPE OF THE WORKS:

1.1. Introduction

1.1.1. Odisha Power Transmission Corporation Limited (OPTCL) is one of the largest Transmission utility in India, has its webmail solution with MTA postfix and user interface Round-Cube in a single centralized email infrastructure and continues to provide services to its 4000 end users in OPTCL domain, 250 and 250 end users in GRIDCO and SLDC domain respectively.

1.2. IMPLEMENTATION SCOPE

The broad scope of work to be executed under this project includes the following but not limited to:

- 1.2.1.** The bidder shall design, implement, operationalize, support & maintain for 5 years an enterprise class hosted E-mail solution for OPTCL, SLDC and GRIDCO domain.
- 1.2.2.** OPTCL/GRIDCO/SLDC shall be the sole owner of the mail solution including total source code/tools/applications used and there on.
- 1.2.3.** Required hardware and infrastructure shall be provided by OPTCL and the mail solution shall be hosted in Primary Data Center of OPTCL.
- 1.2.4.** The bidder shall migrate User Mailboxes (including folders and address book) and LDAP Database from existing solution to the proposed E-mail solution for all the existing mail users. During migration of User Mailboxes, the bidder shall ensure minimum impact and disruption to the user. There should not be any data loss during migration.
- 1.2.5.** Maintenance of existing mail solution needs to be done by the bidder till new mail solution is ready to live.
- 1.2.6.** Installation and configuration of new mail server needs to be done in presence of webmail administrator.
- 1.2.7.** A staging mail server needs to be installed and configured, which will be the exact replica of new mail solution. Before making any changes in development server, it shall be first tested in staging server.
- 1.2.8.** Complete installation and configuration steps with detailed command lines need to be shared in proper documented format to the webmail administrator.
- 1.2.9.** The bidder shall incorporate any state of the art technology as and when required by OPTCL.
- 1.2.10.** The mail solution should support POP3 and IMAP protocol features.

1.3. USER MANAGEMENT

The bidder shall be responsible for the following activities related to user management of webmail users.

- a) New user creation
- b) User block/disable
- c) Password reset
- d) Group creation
- e) Addition/Deletion of users in mail group
- f) User size quota assignment
- g) Access of mail groups based on users
- h) Add alias e-mail address for a user

1.3.1. Any other technical issue/problem faced by webmail users.

1.3.2. The user management console should be available both in CLI and GUI to the webmail administrator.

1.4. Web Mail Client

The proposed mail solution should have following features related to webmail client:

1.4.1. S/MIME for email encryption.

1.4.2. Support timeout to automatically sign off a user in case of prolonged period of inactivity.

1.4.3. Rich, interactive, web-based interface for end user functions (accessible via HTTP and HTTPS).

1.4.4. Auto address completion including stored email addresses as they are being typed, including a dynamically updated selection dialog when multiple addresses match.

1.4.5. Schedule emails to send at a later time.

1.4.6. Pop-up feature to lock mail ID, after 4 consecutive wrong password entry.

1.4.7. Feature to get visual notification on the arrival of new mail.

1.4.8. Ability to add signatures, disclaimer to mail, mark mails as read or unread and maintain flags for follow ups.

1.4.9. Facility to enable/disable a custom away mail (Out Of Office), Separate for Internal and External Users.

1.4.10. Provision to create personal folders and folder hierarchies, print a mail and see print preview.

1.4.11. Sorting of mails based on subject, date, sender or size.

1.4.12. Save in-progress mails to a Drafts folder automatically in a time interval manner and upon sudden interruption.

1.4.13. To select multiple emails in the list view to mark as read/unread/tag, delete, or move to a different folder.

- 1.4.14. Option to Reply or Reply-All while retaining the attachments from the original mail.
- 1.4.15. Display of menu action upon right click on that particular mail (e.g. Mark Read, Reply, and Delete).
- 1.4.16. Change the default font family, font size and font color to use while composing an email.
- 1.4.17. Download an email and send the email as an attachment.
- 1.4.18. Attachment of URL to an email.
- 1.4.19. Selection of Multiple mails and forwarded as one email.
- 1.4.20. Feature to point on a folder to see the number of mails and the total size of folder.
- 1.4.21. Built-in rich text editor for composing mail with support for color, attributes, hyperlinks etc.
- 1.4.22. Support mail Priority feature (High-Medium-Low).
- 1.4.23. Ability of viewing full mail headers.
- 1.4.24. Organization wise Address lookup for Web email interface.
- 1.4.25. Auto completion of webmail address-book.
- 1.4.26. Support spell check at the time of composing the mail.
- 1.4.27. Option to open the mail box in HTML/basic mode if accessing from a low bandwidth connection.
- 1.4.28. Able to define the rules for sorting mails and moving mails to folders.
- 1.4.29. Filtering should have option to filter the mail search on the basis of all or part of text in all standard headers (such as To, From, Subject, Reply-to, CC, BCC, Date), text in mail.
- 1.4.30. Option of an integrated calendar providing the following features: shared calendar, to-do lists, event scheduler and reminders.
- 1.4.31. Password change option through web interface by end user.
- 1.4.32. To configure the mail view like: preview of number of mails, tool bar positioning and font view.
- 1.4.33. Able to request read receipt notification.
- 1.4.34. News/notice section should be available for circulation of any message on the login screen.
- 1.4.35. User can export mail data in different standard format.

1.5. Anti-Virus / Anti-Spam

The mail solution shall provide following features:

- 1.5.1. Complete mail security against virus attacks, phishing attacks, spam, unwanted emails, etc.
- 1.5.2. Facility of multi-layered anti-spam approach to combine various blacklisting and white listing techniques, as well as heuristic detection to stop spam at the earliest point of network entry providing maximum detection with minimal false positives.
- 1.5.3. Support exclusion of known and trusted domains from real-time blacklists and heuristic scanning.
- 1.5.4. Facility to manually block mail from specified user addresses, as well as entire domain.

- 1.5.5.** Provision to block mail based on subject line, attachment name, and maximum mail size, specific keywords with regular expressions, global blacklists and whitelists manage sources using IPv4 and IPv6.
- 1.5.6.** Option to prevent external sites from bouncing or relaying messages through mail servers.
- 1.5.7.** Support spam based filtering rules.
- 1.5.8.** Support comprehensive activity logging. Keeps track of virus activity on customer networks by logging: - System actions (logins, logoffs, virus definition updates) - Message actions (accepted, rejected, bounced, delivered, delivery failures, completed) - Virus actions (repaired, deleted, quarantined).
- 1.5.9.** Provide Real Time Threat Response.
- 1.5.10.** Anti-spam should have following features:

- ✓ Defense Against Junk Email
- ✓ Bulk Mail Filtering
- ✓ Outbound & Inbound Spam Filtering
- ✓ Accuracy and Effectiveness
- ✓ Spam Quarantine
- ✓ Quarantine and Release mail notification to user
- ✓ Content filtering
- ✓ Customized content filtering based on attachment, pattern on message body, etc.
- ✓ Pro-active blocking of specified file types, pattern, etc.
- ✓ Reputation based blocking –RBL

1.6. Security

The mail solution shall provide following features related to security:

- 1.6.1.** Complete logical security in order to maintain confidentiality, integrity and availability of webmail data and service on 24*7 during the entire contract period.
- 1.6.2.** After the completion of the contract period, the bidder shall not have any access to the webmail.
- 1.6.3.** Should have Two-Factor Authentication mechanism by using password/PIN/OTP and it must be at the discretion of user.
- 1.6.4.** External mails should be flagged in the inbox.
- 1.6.5.** Web portal should be Free from OWASP vulnerabilities.
- 1.6.6.** Web portal should follow commonly accepted standards and practices, including W3C (<http://www.w3.org/>) with GIGW guidelines and STQC compliances.
- 1.6.7.** The bidder shall ensure cyber security audit of new mail server (OPTCL/SLDC/GRIDCO) by CERT-In empanelled vendor within 2 months from the date of award of contract and comply as per the audit report. Further, the agency shall undertake audit of any fresh module as and when necessary.

- 1.6.8.** Provide protection against all kinds of attacks like but not limited to viruses, denial of Service (Dos), Trojan horses and worms including boot sector, master boot sector, memory resident, macro etc.
- 1.6.9.** Scan both inbound and outbound mails for inappropriate content and private data.
- 1.6.10.** Basic functionality features like to cure/clean a virus file/mail, quarantine a virus mail/file, and delete a virus mail/file.
- 1.6.11.** Capability to define blacklist/white list senders, domains at the global level for the whole messaging system to reduce SPAM and VIRUS mails.
- 1.6.12.** Should use a comprehensive layered approach to separate genuine email from spam. These includes Recipient verification, keyword, header and body text analysis, customized scoring algorithms as well as many other customized rules. Combining all an overall score shall be generated which will define the mail as spam or not.
- 1.6.13.** Block unwanted attachments including file types, MIME types and renamed files. This can be enabled at both the domain and user level allowing administrator to block unwanted content.
- 1.6.14.** Provide detection capabilities for mass mailing detection, malformed mail format detection, encrypted mail detection, worm trap.
- 1.6.15.** The email Reputation service should identify and block email from known spam senders at the IP level after verification against an extensive Reputation Database.
- 1.6.16.** Administrator interface setting to specify spam quarantine and kill thresholds, to define the update frequency for virus signatures.
- 1.6.17.** Ability to enforce client authentication to the SMTP server before relaying mail (with option to require authentication over TLS).
- 1.6.18.** Support for Enhanced Simple Mail Transfer Protocol (ESMTP) facilitating security authentication.
- 1.6.19.** Facility to use a PKI infrastructure to sign the messages digitally as well as message encryption.
- 1.6.20.** Support basic authentication, session authentication, secure logoff, Secure Sockets Layer encryption and active content filtering.
- 1.6.21.** SSL Certificate deployment for secure ports.
- 1.6.22.** Use spam Control features like SPF, DKIM, DMARC, RDNS, PolicyD, Fail2ban, SSL/TLS and others.
- 1.6.23.** Use secure authentication protocols during the logon and validation process.
- 1.6.24.** Ensure to thwart unauthorized access, virus attack, phishing attack, spam, denial of service attack.
- 1.6.25.** The bidder shall provide data as per the format to be provided by CISO, OPTCL for vulnerability and penetration testing .The bidder shall update the system in response to any adverse findings in the report immediately without any additional cost to OPTCL.

1.7. Data Migration

- 1.7.1.** The successful bidder shall migrate mail data and address book of approx. 4500 existing user accounts to the new E-mail system. The entire activity shall be meticulously planned and implemented so as to ensure no loss of data and

with minimum downtime of email services without any intervention of end user. The successful bidder shall deploy adequate skilled resources during the transition period.

1.7.2. Admin can configure an initial password in the migration wizard and import wizard for newly provisioned accounts.

1.7.3. A detailed migration plan and change over process shall be submitted with clear time lines and fall back strategies to ensure smooth and successful migration to new system.

1.8. Archival and Restore

The bidder shall be responsible for the following activities related to archival and restore.

1.8.1. All user data older than the duration decided by OPTCL shall be archived from time to time as per the instruction of webmail administrator, OPTCL.

1.8.2. The archival shall be done on individual user account basis so that, at any time in the future if requirement arises restoration of the archived data can be done on individual users.

1.8.3. Standard procedure for archival and restoration shall be followed from time to time as per the requirement.

1.9. Backup and Restore

The bidder shall be responsible for the following activities related to back up and restore.

1.9.1. Incremental back up (only the delta change) shall be taken at SAN as well as into tape every day.

1.9.2. Monthly cold back up shall be taken into tape.

1.9.3. At any time if required, the data shall be restored to the user mail box.

1.9.4. Restoration check and data integrity check shall be done by the bidder.

1.9.5. Standard backup and restoration procedure shall be followed by bidder.

1.9.6. Any further changes, if arises shall be communicated by OPTCL from time to time.

1.10. Server Health Optimization

The bidder shall be responsible for the following activities related to health optimization of the webmail server.

1.10.1. Proactively detect and resolve health issues/service degradation/interruption in order to provide un-interrupt service.

1.10.2. Cache clearance/log clearance, etc.

1.10.3. Operating system tuning.

1.10.4. Monitor the size of the webmail server. An alert should be triggered to the webmail admin, OPTCL when the 80% of allocated space is consumed.

1.11. General Features

- 1.11.1.**Access the mail server via IMAP & POP clients, with the option to connect over SSL/TLS.
- 1.11.2.**Users can define multiple email signatures to use.
- 1.11.3.**Clustering/High-Availability.
- 1.11.4.**Comprehensive suite of standards-based web services APIs enabling seamless integration with other applications.
- 1.11.5.**Multi-tenancy feature need to be included.
- 1.11.6.**Ability to customize the colors and appearance of the web interface.
- 1.11.7.**Should support minimum 4500 users and scalable up to 5500 users.
- 1.11.8.**Facility to enhanced version of Mail Relay - TLS based relay.
- 1.11.9.**Provision of Simple Authentication and Security Layer (SASL).

1.12. Calendar

The mail solution shall provide following features related to calendar:

- 1.12.1.**Schedule personal appointments, meetings and view attendees' free/busy information.
- 1.12.2.**Ability to create recurring meetings and exceptions to recurring meetings, book resources (locations, equipment, etc.) for a meeting.
- 1.12.3.**Configure a resource to auto-respond to scheduling requests based on availability.
- 1.12.4.**Option to enable an alert popup for upcoming appointments.
- 1.12.5.**Appointments/schedules are automatically displayed in the user's current time zone.
- 1.12.6.**Set an explicit time zone for an appointment.
- 1.12.7.**View calendars in Day, Week, or Month views.
- 1.12.8.**Create an appointment and/or drag an appointment's boundaries inline in calendar views.
- 1.12.9.**Mark Accept/Tentative/Decline from calendar views.
- 1.12.10.**Declined appointments display faded so that the user remains aware of their occurrence.
- 1.12.11.**Hovering over an appointment in calendar view displays additional appointment details.
- 1.12.12.**Option to display a miniature calendar at all times.
- 1.12.13.**Hovering over a date in the mini-calendar displays calendar information for that date.
- 1.12.14.**Ability to publish/export a calendar in iCalendar (.ics) format.
- 1.12.15.**Appointments can be marked as private or public.
- 1.12.16.**Administrators can configure the Calendar feature to be able to create only personal appointments.
- 1.12.17.**Users can search for appointments within their calendars.

1.13. Tasks

The mail solution shall provide following features related to tasks:

- 1.13.1.**Add tasks and set the start and due date, set the priority and keep track of the progress and percentage complete.
- 1.13.2.**Share task lists with internal and external users and set permission levels to manage or to view-only.
- 1.13.3.**Proper task flow must be maintained.
- 1.13.4.**Users can sort tasks by Status or Due Date.
- 1.13.5.**Users can set the priority of tasks to high, normal or low.
- 1.13.6.**Individual tasks can be tagged.
- 1.13.7.**Files can be attached to a tasks.

1.14. Search

The mail solution shall provide following features related to search:

- 1.14.1.**The Webmail interface should provide feature to search messages based on: From, To, Cc, Bcc, Subject and body but not limited to these, search in the folders and also advance search capabilities like search with attachment type (pdf, doc, ppt etc.).
- 1.14.2.**Server-side indexing of mailbox content, enabling fast and efficient search from the web interface.
- 1.14.3.**Ability to search for a specific item type (Mail, Contacts, Documents, etc.) or across item types.
- 1.14.4.**Search Builder has the facility to update continuously the search result set, as search conditions are changed.
- 1.14.5.**Ability to save searches for subsequent one-click re-execution.
- 1.14.6.**Search for items that contain specific keywords and an attachment of a certain type(s).
- 1.14.7.**Search for items with a specific date or within a specific date range.
- 1.14.8.**Search for items that have a specific flagged/unflagged status.
- 1.14.9.**Search for items based on read/unread status and subject.
- 1.14.10.** Search for items from a specific sender.
- 1.14.11.** Search for items that were sent to or received from a specific domain.
- 1.14.12.** Search for content inside attachments.

1.15. Mobile Access

The mail solution shall provide following features related to mobile access:

- 1.15.1.**The Mobile synchronization is extended to users.

- 1.15.2. Email, Contact, Calendar to be sync through ActiveSync in iPhone and Android.
- 1.15.3. Global address book lookup.
- 1.15.4. Access the mail server via IMAP & POP clients, with the option to connect over SSL/TLS.

1.16. Storage

The mail solution shall provide following features related to storage:

- 1.16.1. User size quota assignment based on user, designation, office type, etc.
- 1.16.2. There should be an alert (color change preferably) to the user after certain percentage of storage has been consumed by user.
- 1.16.3. Implement retention policies (provided by OPTCL) for all messages, trashed messages, and/or junk messages.
- 1.16.4. Ability to move a mailbox(es) from one server to another without requiring system downtime or affecting other mailboxes.
- 1.16.5. Ability to run a regularly scheduled process that moves retired employees mail data to a secondary storage volume.

1.17. Directory Service

The mail solution shall provide following features related to directory service:

- 1.17.1. The mail solution should have integrated with directory services (LDAP, Active Directory, etc) for user authentication and/or Global Address List.
- 1.17.2. Search capability to query all directory objects.
- 1.17.3. The directory server proposed with the mail solution should provide user's authentication using industry standard authentication mechanism compliant with latest and stable LDAP.
- 1.17.4. The mail solution should have ability to perform a LDAP based address book lookup.
- 1.17.5. The LDAP shall extend authentication to other in-house developed applications.

1.18. Code Migration

- 1.18.1. The code of staging mail server as well as Production mail server shall be maintained through Code Versioning System using any open source CVS tools.
- 1.18.2. The bidder shall provide the codes through Code Versioning System to webmail administrator, which to be migrated to staging server. After through testing and acceptance, the code shall be migrated into production server through CVS.

1.19. Mail Queue

The mail solution shall provide following features related to mail queue:

- 1.19.1.**Should provide administrators ability to set the parameters for controlling the queue such as concurrency delivery, queue lifetime, response timeout, connect timeout and bounce mail lifetime.
- 1.19.2.**Queue handling tasks such as delete, redirect, flushing etc.
- 1.19.3.**To schedule routing of mails in queue based on priority.

1.20. Password Management

- 1.20.1.**Strong password policy should be implemented with alpha numeric & special characters.
- 1.20.2.**Password length should be minimum 8 characters.

1.21. Administrative Features

The mail solution shall provide following features related to admin panel:

- 1.21.1.**Allow password lockout for Web Users when they input the wrong password.
- 1.21.2.**View and manage all the user's configurations from a single application.
These include personal information, quota, forwarding, user login count, etc.
- 1.21.3.**Graphical display of system activity including disk usage, message volume.
- 1.21.4.**Ability to monitor the status of all core system servers/services in a single view.
- 1.21.5.**Ability to block attachments based on criteria such as attachment type or size.
- 1.21.6.**Real Time Status Monitoring- Should able to view all email performance metrics with the click of a button, providing the number of messages processed, the number of messages in queue, the number of spam mails detected, blocked, Viruses detected and blocked.
- 1.21.7.**Provide the capability of auditing and logging of events (attempted and successful login requests, creation and deletion of accounts etc.) and should be accessible only to the administrators.
- 1.21.8.**View of mailboxes sortable by quota, total mailbox size, or % quota consumed.
- 1.21.9.**Admin can export/import user mail data.
- 1.21.10.** Feature to add/delete notice or news.
- 1.21.11.** Admin can define expiration policy for individual mailbox folders.
- 1.21.12.** Users will receive an email message warning of quota usage based on a threshold defined by administrator.
- 1.21.13.** Following features to be included in admin panel:
 - ✓ Mail queue monitoring.
 - ✓ Spam mail details
 - ✓ Spam domain block facility
 - ✓ Create/delete/disable/modify mail ID
 - ✓ Create/delete/modify group ID
 - ✓ Addition/Deletion of mail ID in group mail.
 - ✓ Password change
 - ✓ User size quota assignment

- ✓ Add alias e-mail address for a user
- ✓ Mail log view based on date/mail ID/domain.
- ✓ Export mail log report in pdf format.
- ✓ Attachment size restriction
- ✓ View top senders / top recipients based on size and number of mails

1.22. Maintenance

1.22.1.The successful bidder shall maintain and manage the Mail Solution on 24x7 basis for the entire period of the contract for 5 years for optimum performance of the entire system on 24x7 basis as per the SLA agreed. A well-formed preventive strategy must be followed by ensuring adequate CPU processing power, RAM, storage, network, internet bandwidth and monitoring of the services, which will provide enough time for OPTCL to provide the required resources.

1.22.2.Other related job such as installation, customization, configuration, integration, implementation, training, documentation, product support, performance tuning, Hardening of OS and Database has to be taken care of by the bidder.

1.22.3.All version upgrades should be free of cost of the contract period. Version upgrades should be done as and when a version is released prior to this, the bidder has to submit a proper complete standard operating procedure on upgradation to webmail administrator and on confirmation from webmail administrator the same shall be carried out.

1.22.4.Proper training on admin panel and all application software associated to mail solution need to be conducted at IT dept, 3rd floor, Corporate building, OPTCL, BBSR.

1.22.5.The successful bidder needs to provide various MIS reports for health monitoring and usage analysis listed below:

- ✓ Detailed report on gateway level spam /virus /hacking attempts and other security related issues.
- ✓ Everyday work performed for maintenance of webmail.
- ✓ Step by step procedure followed to resolve issues along with logs.
- ✓ Service uptime report for monitoring SLA.
- ✓ Reports related to mail delivery / delayed mails etc.
- ✓ Report on Helpdesk call resolution stating escalation if any.
- ✓ Provide Mail Log Report: Reports on number of mails including attachments sent / received by user wise / date wise / month wise / year wise.
- ✓ System Manuals, User manuals for all the application software.
- ✓ Installation manuals for the end-to-end installation (Mobile device).
- ✓ Manuals for admin portal.
- ✓ Operating manuals for the end-to-end solution.
- ✓ Implementation, maintenance and system administration documents.
- ✓ Storage quota consumption report.

- 1.22.6.**One review/support meeting should be organized at the end week of every month regarding the support provided by you in that month and expectation of OPTCL from the successful bidder. This meeting will be held at OPTCL Bhubaneswar office premises only.
- 1.22.7.**The successful bidder shall provide a ticketing interface to OPTCL/SLDC/GRIDCO admin/user to log the complaint, where webmail admin can view the ticket submission date and time, resolution date and time, priority and feature to export all ticket details in excel and pdf format.
- 1.22.8.**The bidder may also suggest in support period, the ways of improvement of the mail solution.
- 1.22.9.**Any 3rd party application integration with mail solution need to be done by the bidder.
- 1.22.10.** The successful bidder shall maintain logs of all mails (incoming, outgoing, internal) containing date, time, sender, recipients, subject, status of successful/failure send status etc. for entire contract period.
- 1.22.11.** Any item of work /services /equipment not specifically mentioned in tender but considered essential for the completion of the work in all respect shall be deemed to be included in the scope of work.
- 1.22.12.** Handling the complaints over phone or through online complaint module and providing the technical support to the end-user over phone or physically visit.
- 1.22.13.** Maintenance of operating systems, virtualization, Backup software and all other software being used in the mailing solution.
- 1.22.14.** The Bidder will provide a well-defined escalation matrix to spell out escalation of issues to resolve matters.
- 1.22.15.** The bidder should monitor reputation of IP attached with mail server.
- 1.22.16.** Maintenance of LDAP server should be done by bidder.

1.23. SLA Table

After logging any complain, the bidder must attend the issue as mentioned in the below SLA table. If the call is not attended and problem rectification is not done then OPTCL will take that call in penalty terms and conditions.

Priority	High	Medium	Low
Response target	Immediately	15 minutes	30 minutes
Resolution	1 hour	4 hour	1 day

- 1.23.1.**After logging any complain, the bidder must resolve the issue within specific time duration as mentioned in the SLA table. If the call is not attended and problem rectification is not done then OPTCL will take that call in penalty terms and conditions. Detail penalty terms and conditions are mentioned in the tender document.

1.24. Exit Clause

It will be the responsibility of the Bidder, both where the contract comes to a natural end, and also in case of foreclosure, to:

1.24.1. Furnish all information demanded by OPTCL/GRIDCO/SLDC regarding the existing mail solution, source code, all policies and procedures, final restoration check, knowledge transfer and documentation.

2. SUBMISSION OF BIDS:

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

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

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

- I. The Bidder must possess Compatible Digital Signature Certificate (DSC) of Class-III.
- II. Bidders are requested to follow the below steps for Registration on the tender website:
 - a. Click “Register”, fill the online registration form.
 - b. Pay the amount of *Rs.2,360/-* through 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.
- III. 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.
- IV. 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.
 - Pay the amount of Rs.5169/- through online payment to the KSEDC Ltd. for tender Processing fee.
6. After making the request, Bidders will receive the Bid Documents which can be checked and downloaded by following the below steps:
- Click to view the tender documents which are received by the user.
 - Tender document screen appears.
 - Click “Click here to download” to download the documents.
7. After completing all the formalities Bidders will have to submit the tender and they must take care of following instructions.
- Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not
 - Note down / take a print of bid control number once it is displayed on the screen
8. Competitors bid sheets will be available in the website.
9. For any e-tendering assistance, contact help desk number mentioned below.
- Bangalore – **080- 40482000** or Mobile No. **9937140591**

3. BIDDING SCHEDULE:

a.	Type of Bidding	Two-part bidding
b.	Tender Documents	The bidders can view the tender documents from website www.optcl.co.in / www.tenderwizard.com/OPTCL free of cost.
c.	Tender Cost	₹7080.00/- (non-refundable) including GST@18%.
d.	Mode of Payment of Tender cost	Demand Draft payable to Drawing and Disbursing officer, Headquarters office, OPTCL, Bhubaneswar. The DD must be issued by a nationalized bank on or before the last date for sale of bidding documents, as per clause-h below.
e.	Tender Processing Fee	The bidders shall have to submit nonrefundable tender processing fee of ₹5169.00/- (including GST@18%) in the form of online payment in favor of K.S.E.D.C.Ltd, Payable at Bangalore.
f.	Bid Security Declaration	The bidder shall have to submit “Bid Security Declaration” (form F-6) with a validity period of 180 days after the bid submission deadline date prescribed by OPTCL.
g.	Date of commencement of Sale of bidding document	29-10-2021, 11:00 Hrs

h.	Last date of sale of bidding documents	18-11-2021, 13.00 Hrs
i.	Last date of submission of bids	18-11-2021, 16.30 Hrs
j.	Date & Time of Pre-Bid Conference	08-11-2021, 11:00 Hrs
k.	Prototype Demonstration	22-11-2021, 11:00 Hrs
l.	Time of opening of Techno-commercial bids	20-11-2021, 11.00 Hrs
m.	Time of opening of Price bids and e-RA	Will be Intimated Later
n.	Place of Opening of Bids	Office of Chief General Manager (IT), 3 rd Floor, OPTCL Tower, OPTCL, Janpath, Bhubaneswar – 751022
o.	Address for communication	Office of Chief General Manager (IT), 3 rd Floor, OPTCL Tower, OPTCL, Janpath, Bhubaneswar – 751022

4. e-TENDERING PROCESS GUIDELINES:

4.1 UNDERSTANDING OF e-BID DOCUMENTS:

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

4.2 CONTENTS OF e-BIDDING DOCUMENT:

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

1. Tender Notification
2. Bid Documents (Free View):
 - Section-I: General Information to Bidders
 - Section-II: Instruction to bidder (ITB)
 - Section-III: Eligibility Criteria
 - Section-IV: Project Timeline
 - Section-V: Evaluation of bids
 - Section-VI: Penalties towards non performance
 - Section-VII: General Conditions of Contract (GCC)
 - Section-VIII: Bidding Forms
 - Section-IX: Contract Forms
3. 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 sale of Tender paper Cost and Documentary proof of payment of Tender Processing Fees to KSEDC Ltd. through e-payment mode.
- Power of Attorney (Authorized Signatory) notarized copy for signing the bid document.

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

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

Sl.No.	Particulars	Attachment .pdf
01	Bidder shall submit audited BS and P&L account for last three financial years preceding the date of bid submission.	Attach 1.pdf
02	Form F-1: Duly filled Companies Financial Information as per the Format.	Attach 2.pdf
03	Form F-2: Tender Submission Sheet.	Attach 3.pdf
04	Form F-3: Project Experience	Attach 4.pdf
05	Form F-4: Techno-Commercial Deviation Schedule as per the Format.	Attach 5.pdf
06	Form F-5: Acceptance of Importance Terms & Condition	Attach 6.pdf
07	Form F-6: Bid Security Declaration	Attach 7.pdf
08	Form F-7: Reverse Auction Process Compliance Form	Attach 8.pdf
09	Form F-8: Undertaking for no ownership change.	Attach 9.pdf
10	Copy of purchase orders where the bidder has executed the proposed mailing solution of minimum 5,000 email accounts in Central Govt. / State Govt. / PSU / Banks /Autonomous Body (Govt.) in the last 5 years.	Attach 10.pdf
11	Project Completion Certificate from the authorized client.	Attach 11.pdf
12	Supporting documentary evidence of the Companies Financial Information furnished above.	Attach 12.pdf
13	Certified copy of Registration Certificate/ Certificate of Incorporation of the bidder.	Attach 13.pdf
14	Certified copy of GSTIN and PAN.	Attach 14.pdf
15	Form (P-1): Price Proposal	Attach 15.pdf

16	Valid ISO 9001:2015 & ISO 27001 or CMMI/5 Certificates	Attach 16.pdf
17	Photocopy of IT return filing for last three years.	Attach 17.pdf
18	Any Other Documents	Attach 18.pdf

4.3.2. Price Bid (Part-II):

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

4.4. e-TENDERING PROCESS GUIDELINES:

4.4.1 e-Tendering information:

1. Tender Forms can be downloaded from the e-Tendering Portal of OWNER, www.tenderwizard.com/OPTCL after entering the details of payment towards Tender processing Fees as per the Tender Schedule.
2. Bidders 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](http://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. Bidders 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 STRATEGY FOR Electronic -REVERSE AUCTION (e-RA)

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

4.5.1 Procedure for Electronic Reverse Auctioning (e-RA):

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

- 4.5.2 Names of bidders/ vendors shall not be disclosed during the e-RA process.
Names of bidders/ vendors shall be anonymously masked in the e-RA process.

(i) In case of RA, start/ reference price and step value of decrement shall be indicated to the bidders at the start of the auction. Any participating bidder can bid one or multiple step decrement lower than the prevailing lowest bid at that time. The Bidder shall be able to view Bid Start Price, Bid Decrement Value, Prevailing Lowest Bid value, last Bid Placed by him and time left for bidding.

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

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

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

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

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

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

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

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

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

4.5.5 OPTCL shall be at liberty to call the L1 bidder for further process/ negotiation and also at liberty to cancel the e-reverse auction process/ re-tender at any

time, without assigning any reason thereof. OPTCL can decide to reschedule or cancel any reverse auction: the bidders shall be informed accordingly.

4.5.6 OPTCL/ Service Provider shall not have any liability to bidders for any interruption or delay in access to the e-Tender site/ Reverse Auction link irrespective of the cause.

4.6 DISCLAIMER:

- i. This Document includes statements, schedules, and forms under the category viz; Tender Notification, Bid Documents (Free view) and Bid Forms (In XLS Formats) uploaded in the e-tendering portal of the OPTCL, which reflect various assumptions, which may or may not be correct. Each Bidder should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.
- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.
- vi. 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.
- vii. 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.
- viii. 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-I.
2.	Eligible Bidders	2.1	The bidders in order to be eligible should meet the eligibility criteria mentioned under Section III.
3.	Site Visit	3.1	The bidder, at the bidder's own responsibility, cost and risk, is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for execution of the works. The costs of visiting the site shall be at the bidder's own expense.
		3.2	It shall be deemed that the bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates.
4.	Documentary Evidence	4.1	The Bidder shall furnish/upload, as the case may be, documents/ Schedules in support of the qualifying requirement along with the bid (Techno-Commercial Bid: Part-I & Price Bid: Part-II) in the manner prescribed under Section-I.
		4.2	Non-compliance to the above requirement even after seeking necessary clarifications shall constitute the offer as non-responsive.
B. Contents of Bidding Document			
5.	Sections of the Bidding Document	5.1	<p>The e-Bidding Document is a compilation of the following sections:</p> <ol style="list-style-type: none"> 1. Tender Notification : 2. Bid Documents (Free View): <ul style="list-style-type: none"> Section-I: General Information to Bidders Section-II: Instruction to bidder (ITB) Section-III: Eligibility Criteria Section-IV: Time Schedule Section-V: Evaluation of bids Section-VI: Penalties towards non performance Section-VII: General Conditions of Contract (GCC) Section-VIII: Bidding Forms Section-IX: Contract Forms 3. Bid Forms (In .XLS Format):

			<ul style="list-style-type: none"> • 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 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 Rupees ₹7080.00/- only inclusive of GST@18% in favor of “Odisha Power Transmission Corporation Limited” payable at “Bhubaneswar” for the cost of tender documents.
9.	Language of Bids	9.1	The Bid, as well as all correspondences and documents relating to the Bid exchanged between the Bidder and OPTCL, shall be written in English.
10.	Documents comprising Bid	10.1	The Bid shall comprise of two parts. One containing the Techno-Commercial Bid (Part-I) and the other containing the Price Bid (Part-II), which shall be evaluated in two stages.
		10.2	The Techno-Commercial Bid (Part-I) should be submitted in the following manner; (A)Hard Form of Documents (In Original): The following documents shall be furnished in original before the Tender Accepting Authority on or before the date and time of submission of the Tender. (i) DD towards Tender Cost, Documentary proof of payment of Tender Processing Fees and registration fee through e-payment mode. (ii) Bid Security Declaration Form (iii) Power of Attorney /notarized copy for signing the bid document.
		10.3	Price schedules (Part-II) in XLS format to be downloaded, filled in and uploaded by the Bidder as per the OWNER format and to be uploaded on the official tender portal of the OWNER: www.tenderwizard.com/OPTCL .
11.	Bid Submission Sheets and Price Schedules	11.1	The Bidder shall submit the Techno-Commercial Proposal and the Price Proposal as per the process mentioned in Section- I.
		11.2	The Bidders should take note of following points while submitting the Price Proposal: a) Price Proposal should clearly indicate the price to be charged without any qualifications. b) Taxes and Duties as applicable shall be shown in the Un-priced schedule.
12.	Alternate Bids	12.1	Alternate Techno-Commercial and /or Price bids shall be rejected.
13.	Bid Prices	13.1	The prices quoted by the Bidder in the Price Schedules (Price Bid_Format) in .xls shall conform to the requirements specified therein.
		13.2	The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into 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 unconditional.
14.	Currencies for the Bid	14.1	Bidders shall express their bid price in Indian Rupees only.
15.	Documents Establishing the Qualification of the Bidder	15.1	To establish its qualifications to perform the Contract without any deviation, the Bidder shall submit as part of its Techno-commercial proposal, the evidence towards each qualification criteria specified in Section-III (Eligibility Criteria).
16.	Period of validity of Bids	16.1	Bids shall remain valid for 180 days after the bid submission deadline date prescribed by OPTCL. A Bid valid for a shorter period shall be rejected by OPTCL as non-responsive.
		16.2	In exceptional circumstances, prior to the expiration of the bid validity period, OPTCL may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. A Bidder may refuse the request for such extension without forfeiting its Bid Security. A Bidder granting the request shall not be permitted to modify its Bid.
17.	Bid Security Declaration	17.1	The Bidder shall submit a "Bid Security Declaration" as per Form F-6 with a validity of 180 days after the bid submission deadline date prescribed by OPTCL.
		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	If the bidder withdraw or modify their bids during the validity period, they will be suspended for a period of 6 years.
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 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 .
22.	Withdrawal, Substitution and Modification of Bids	22.1	No Bid shall be withdrawn, substituted, or modified after the deadline for submission of bids. However, a Bidder may withdraw, substitute, or modify its Bid under the following situation; <ol style="list-style-type: none"> 1. After expiry of the bid validity period as per ITB. 2. Any changes to the scope of work after submission of bid document. 3. Any 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-Commercial Proposal itself. The bidders are requested to study the specification thoroughly before tendering so that if they make any deviations, the same are prominently brought on a separate sheet under the headings "Deviations" as per formats. All such deviations to the technical & commercial terms of the specification shall be indicated in a separate list as indicated above. In absence of such deviation schedule, it will be presumed that the bidder has accepted all the conditions stipulated in the tender specification, notwithstanding any deviations mentioned elsewhere in the Bid. However the acceptance of deviation is not binding on the OPTCL.
		26.2	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: 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	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.
		26.4	The bidders may submit bid with Non-material deviations (which means only those deviations that do not qualify as material deviations as defined in (Clause-26.2)). Such deviations will be checked and considered. If the deviations proposed are found material in nature, Odisha Power Transmission 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	28.1	Odisha Power Transmission Corporation Limited shall examine the Techno-Commercial Proposal to confirm that all documents requested in the

	Bids		ITB have been provided to determine the completeness of the offer submitted.
		28.2	Odisha Power Transmission Corporation Limited shall confirm that the Techno-Commercial Proposal Submission Sheet in accordance with ITB Sub- Clause-11.1 , written confirmation of authorization to commit the Bidder and 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-25 , it shall reject the Bid.
30.	Evaluation of Bids	30.1	OPTCL shall evaluate Price Proposals of those Bids have been determined to be Techno-Commercially responsive.
		30.2	To evaluate a Price Proposal, Odisha Power Transmission Corporation Limited shall consider the total price quoted in Price Schedule (.xls) as per the schedule in all respect along with the applicable taxes and duties.
31.	Comparison of Bids	31.1	Odisha Power Transmission Corporation Limited shall compare all substantially responsive bids to determine the lowest evaluated total price.
32.	Clarification before Comparison of Bids	32.1	The comparison shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, and for validation of the qualification, clarifications, if any, shall be sought for prior to the comparison of bids.
33.	OPTCL's Right to Accept Any Bid, and to Reject Any or All Bids	33.1	Odisha Power Transmission Corporation Limited reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without assigning any reason and without incurring any liability.
Award of Contract			

34.	Award Criteria	34.1	OPTCL shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid provided that such Bidder continues to remain qualified to perform the Contract satisfactorily.
		34.2	A Bid shall be rejected if the bidder is determined to be un-qualified to perform the Contract satisfactorily. In such event Odisha Power Transmission Corporation Limited shall proceed to the next lowest ranked evaluated Bid to match with the discovered total lowest price and to make a similar reassessment of that Bidder's capabilities to perform satisfactorily.
35.	OPTCL's Right to change the 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 suspension of the bidder as per clause no 17 .
		36.5	In that event Odisha Power Transmission Corporation Limited may award the Contract to the next lowest ranked evaluated Bidder at discovered lowest total price, whose offer is substantially responsive and is determined by Odisha Power Transmission Corporation Limited to be qualified to perform the Contract satisfactorily.
37.	Signing of the Contract	37.1	The successful bidder shall sign the contract Agreement with Odisha Power Transmission Corporation Limited in non-judicial stamp paper and send it to Odisha Power Transmission Corporation Limited within the time schedule mentioned under Section-IX.
		37.2	Failure to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security

			Declaration.
38.	Working Environment	38.1	It will be imperative on each bidder to fully inform himself of all local working environments which may have any effect on the execution of the works covered under these documents and specifications. Odisha Power Transmission Corporation Limited shall not entertain any request for clarifications from the bidders, regarding such working environment. It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by Odisha Power Transmission Corporation Limited.
39.	Disclaimer to e-tender document	39.1	<p>This e-Tender Document (e-TENDER) has been prepared by Odisha Power Transmission Corporation Limited for Appointment of Firm for Data Centre.</p> <p>Though adequate care has been taken while preparing the e-TENDER documents, the Bidder shall satisfy himself that document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within ten (10) days from the date of issue of Bid documents, it shall be considered that the Bid document is complete in all respects and has been received by the Bidder in complete shape.</p> <p>While this e-TENDER has been prepared in good faith, Odisha Power Transmission Corporation Limited does not make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omission herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this e-TENDER, even if any loss or damage is caused by any act or omission on their part.</p> <p>All information submitted in response to e-TENDER become the property of Odisha Power Transmission Corporation Limited and OPTCL does not accept any responsibility for maintaining the confidentiality of the material submitted or any trade secrets or proprietary data contained therein.</p> <p>In submitting a proposal in response to the e-TENDER, each bidder certifies that it understands, accepts and agrees to the disclaimers on this page. Nothing contained in any other provision of the e-TENDER nor any statements made orally or in writing by any</p>

			person or party shall have the effect of negating or superseding of the disclaimers set forth on this page.
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SECTION-III

1. ELIGIBILITY CRITERIA

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

Sl. No.	Criteria	Mandatory Documents
1.1	<p>The Bidder should be registered under the Companies Act, 1956 or Companies Act 2013, and should have been in existence for the last 5 (five) years in the field of mail solution development and mail maintenance services in India.</p> <p>The company must be registered with appropriate authorities for all applicable statutory duties/taxes.</p> <p><i>In case any bidder has undergone corporate restructuring (including merger, demerger, hive off, slump sale etc.), it may showcase credentials of its erstwhile / current entity provided sufficient documentary proof is submitted with the bid to evince that such credentials have accrued to / transferred to / are in the name of the bidding entity and the bidding entity is authorized to use such credentials.</i></p>	<p>Certificate of Incorporation and copy of Memorandum and Articles of Associations of the company evidencing that they are working in the field of mail solution development and mail maintenance services in India.</p>
1.2	<p>The Bidder should have positive net worth and an average annual turnover of not less than Rs. 70 Lakhs in the last three financial years). The bidder should submit a CA certified financial statement of its organization.</p>	<p>Copy of the audited annual accounts of the company showing turnover of the company for the last three financial years supported by Chartered Accountant certificate for Net-worth and turnover.</p>
1.3	<p>Bidder shall be financially sound and must not be anticipating any ownership change for three years from bid submission.</p>	<p>An undertaking to this effect shall be submitted by the authorized signatory of the Bidder.</p> <p>Financial statement of last 3 years shall be submitted</p>

1.4	<p>The bidder should have at least 1 dedicated RHCE certified support executive with 5 year experience in proposed mail solution.</p> <ul style="list-style-type: none"> • The support executive should have solid technical understanding and operational experience of the following activities: <ul style="list-style-type: none"> ✓ DNS (MX, DMARC, DKIM, SPF) management. ✓ Networking. ✓ Email Server log, mail routing, and performance monitoring. ✓ Email server troubleshooting. ✓ Administration of email relay to external servers and application servers. ✓ Troubleshoot Mail Queue Related Issue. ✓ Postfix, round cube, SMTP, IMAP, POP3, dovecot, SpamAssassin, ClamAV, Amavis, DNS, VMWare, Backup solutions, archival and restoration. ✓ E-mail security (malware, spam, phishing). ✓ Active Directory/LDAP. ✓ Mailbox database recovery, Recovery Issue. ✓ Mail filtering. ✓ Apache web server and related modules like PHP, mod security, Tomcat, SSL/TLS etc. ✓ Ability to setup and maintain High Availability Clusters and Load Balanced environment. ✓ Knowledge of MySQL, databases in-depth fine-tuning procedures advanced troubleshooting. 	<p>ending with 31.03.2021.</p> <p>A statement of such executives with Bio Data has to be submitted with technical bid.</p>
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	<ul style="list-style-type: none"> ✓ Scalability (Partitioning, Coupling, storage allocation, Caching etc) capacity planning concepts. ✓ Scripting for administration and automation. 	
1.5	<p>The bidder shall have Quality Certificate (ISO 9001:2015) and ISO 27001 or CMMI/5 for related field, that is Design, Implementation, Operationalization, Support and Maintenance of an enterprise class hosted webmail solution at the time of submission of the bid.</p> <p>Note: bidder has to ensure that the certificate remains valid during the life cycle of the project.</p>	Valid ISO 9001:2015 & ISO 27001 or CMMI/5 Certificates.
1.6	<p>Bidder should have successfully implemented & maintained the proposed mailing solution in India in the last 5 years, for a minimum of 5,000 users offered in Central Govt. / State Govt. / PSU / Banks /Autonomous Body (Govt.) (Including IT & Non-IT Infrastructure) for enterprise use and should be currently maintained by the bidder.</p>	<p>Copy of purchase order where the bidder has executed a project of minimum 5,000 email accounts in the last 5 years.</p> <p>Reference letter from the customer(s) need to be submitted by the bidder.</p>
1.7	<p>Bidder should have not been black listed at any time by Central Govt. / State Govt. / PSU / Banks /Autonomous Body (Govt.) (Including IT & Non-IT Infrastructure) in India. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the name of the company or organization must have been removed from the said list as on date of submission of the RFP, otherwise it will not be considered.</p>	<p>An undertaking to this effect must be submitted in their letter head.</p>
1.8	<p>Bidder should have valid PAN Number, GST registration number and should have operations in India. They should also have a valid registration certificate for their operations in India like certificate of Incorporation, Partnership deed etc.</p>	<p>The copies of the same should be submitted along with the tender documents (documentary proof is to be submitted along with technical bid).</p>
1.9	<p>Should have made Profit in ONE of the last three financial years.</p>	<p>Copies of audited Balance Sheets (including profit and loss account and directors report as a full set) for the last three financial years giving details of turnover or statutory auditor's certificate specifying turnover and Profit/Loss.</p>
2.0	<p>The bidder should submit power of attorney certifying the authorized signatory.</p>	<p>Power of Attorney executed by the Bidder in favor of the duly Authorized</p>

		Representative, certifying him as an authorized signatory for the purpose of this Tender. Board resolution also to be submitted in favour of Power of Attorney.
2.1	A bid submitted by a bidder not meeting these requirements will be rejected for being non-compliant. The bidder must comply with the above mentioned criteria. Non-compliance of any of the above criteria may result in the rejection of the bid. The OPTCL reserves the right to verify/evaluate the documents submitted by the bidders as proof in support of the claims made for each of the above mentioned criteria. The bids may be rejected in case of misrepresentation of proof.	

Section-IV

1. Time Schedule

Phase 1: Analysis [3-5 days]

- 1.1.1.** The prospective bidder shall conduct a detailed site survey for finalizing the detailed list of activities, scope, duration of each of the activity and detailed project plan.
- 1.1.2.** Detailed discussions with concerned stakeholders (OPTCL/SLDC/GRIDCO) to understand the overall objectives of the project.

Phase 2: Design & Development [10-15 days]

- 1.1.3.** Bidder has to submit the new mail solution's design/architecture, detailed migration plan and change over process with clear time lines and fall back strategies to ensure smooth and successful migration to new system within 5 days of the acceptance of work order.
- 1.1.4.** Installation/Development/Configuration work of new mail server (OPTCL/SLDC/GRIDCO) to be carried out within 15 days after receiving comments from OPTCL/GRIDCO/SLDC.
- 1.1.5.** Integration of anti-spam gateway with new mail solution should be done.

Phase 3: Data Migration & Testing [3-5 days]

- 1.1.6.** The successful bidder shall migrate mail data and LDAP database of approx. 4500 existing user accounts of OPTCL/SLDC/GRIDCO mail server to the new webmail solution (OPTCL/SLDC/GRIDCO) within 5 days, after development.
- 1.1.7.** Testing of developed OPTCL/SLDC/GRIDCO mail servers based upon compliance to applicable guidelines.
- 1.1.8.** Modification based upon OPTCL/SLDC/GRIDCO IT executives feedback / suggestions.
- 1.1.9.** UAT Sign-off by OPTCL/SLDC/GRIDCO IT executives.

Phase 4: Implementation/Deployment/Training [5-10 days]

1.1.10. Identify and execute training requirements for successful execution of project.

1.1.11. Creation of necessary documents and User Manual for training.

Phase 5: Cert-IN Security audit [60 days]

1.1.12. Cert-IN Security audit of the new mail solution should be executed after 60 days of UAT signoff.

Section-V

1. Evaluation of Bids

Evaluation shall be done in ranking the offers in two stages i.e., Techno-Commercial Evaluation and Financial Evaluation. Bids of those bidders which are not out rightly rejected and who satisfy “Minimum Qualification Criteria” as mentioned in section-III shall only be considered for techno-commercial evaluation.

I. Techno-commercial Evaluation:

Sl. No	Item	Max Points
1	Bidder's Average Annual Turnover (Last 3 financial years) I) Rs. 70 Lakhs up to 1 Crores --5 points II) Rs. 1 Crores up to 2 Crores --10 points III) Above 2 Crores --15 points	15
2	Design, Implementation, Operationalization, Support and Maintenance of proposed enterprise class webmail solution in any Central Govt. / State Govt. / PSU / Banks /Autonomous Body(Govt.) in India during the last three (3) years ending 31 Dec 2021. Work order Value of the project(s) up to Rs. 50 Lakhs = 10 Marks Each additional Work order Value up to Rs. 20 Lakhs =2 Mark	20
3	Development and Maintenance experience of enterprise class mailing solution in Number of Years (As per clause no 1.6 of Eligibility Criteria under Section-III). More than or equal to 3 Years and less than 5 years -5 points More than or equal to 5 Years and less than 7 years - 10 points More than 7 years-15 points	15
4	Demonstration of Prototype as mentioned in Scope of Work in the section-I of this RFP.	30
5	Dedicated RHCE certified support executive with experience in proposed mail solution in number of years. More than or equal to 3 Years and less than 5 years -10 points More than or equal to 5 Years and less than 7 years - 15 points	20

	More than 7 years-20 points	
Total		100

Bidder's scoring, points of 70 and above in the Techno- Commercial Evaluation, will qualify for Price Evaluation.

II. Price Evaluation

The detailed evaluation process is mentioned in section-III clause 30 and section-I clause 4.5.

SECTION-VI:

PENALTIES TOWARDS NON PERFORMANCE

1. Development & Implementation:

- a. The deployment of the new mail solution shall be completed within a period of 35 days.
- b. In the event of delay , the bidder shall be liable to pay a penalty at a percentage on the order value of the mail solution (one time development and setup cost):

@ 0.5% for every week up to 05% of one time development and setup cost

For the purpose of this clause, part of the week is considered as a full week.

2. Maintenance

a. Penalties on delays in Service provider's performance:

Successful bidder should carry a service level agreement as mentioned in SLA.

Priority	Penalty per day or part of day (in Rs.)
High	400
Medium	300
Low	200

For the purpose of this clause, part of the day is time up to 00:00 hrs.

If the firm fails to attend and resolve the issues/downtime during Comprehensive AMC Support as mentioned in the SLA, from the time of intimation by OPTCL, OPTCL may without prejudice to all its other remedies under the Contract, impose

penalty as mentioned in above clause, up to a maximum of the contract price of the AMC for that quarter.

b. The above Penalty, if any, shall be recovered from the invoice of the Firms or from the Bank Guarantee.

c. After complete deployment of mail solution is made, if it is discovered that the new mail solution are not according to our specification, such work order would be rejected at the supplier's cost.

SECTION-VII:

GENERAL CONDITIONS OF CONTRACT (GCC)

01.	Contract Documents	1.1	Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. Contract document covers, TENDER document, bidders offer, letter of award, correspondences between the Odisha Power Transmission Corporation Limited and Bidder(s).
02.	Definition	2.1	"The Purchaser" shall mean the ODISHA POWER TRANSMISSION CORPORATION LTD. or OPTCL.
		2.2	"e-TENDER" i.e. "e-Tender Document" shall mean document consisting of ITB, BID Data Sheet, Eligibility Criteria, Scope of Works, Bid Evaluation Methodology, Bidding Forms and Contract Forms and .xls sheet floated in the website/tender portal of the Purchaser any amendments there to.
		2.3	"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.
		2.4	"Bidder" shall mean the intending bidder(s), who meets the eligible criteria and fulfill the e-tender conditions participating in the e-tender floated by the Odisha Power Transmission Corporation Limited for Design, Implementation, Operationalization, Support and Maintenance of an enterprise class hosted webmail solution for OPTCL/SLDC/GRIDCO domain as per the technical specification including support services for five years and shall include his heirs, legal representatives, successors and permitted assigns.
		2.5	"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.
		2.6	"Month" shall mean the calendar month and "Day" shall mean the calendar day.
		2.7	"Contract" shall mean the agreement signed by the authorized representatives of Odisha Power

			Transmission Corporation Limited and the Selected Consulting firm covering “the GCC, Scope of Works, Techno-Commercial Bid & Price Bid submitted by the Bidder, Correspondences and Letter of Award” including amendments and clarifications thereto, if any, issued by Odisha Power Transmission Corporation Limited.
		2.8	“ Effective Date of the Contract ” shall mean the date of issue of Letter of Award for Design, Implementation, Operationalization, Support and Maintenance of an enterprise class hosted webmail solution for OPTCL/SLDC/GRIDCO domain.
		2.9	“ Contract Period ” shall be from the date of issue of Letter of Award till the closure of the project and extensions, if any.
		2.10	“ Other Terms & Expression ” Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act (1872) and failing that in the ODISHA General Clauses Act (1897) including amendments thereof, if any.
03.	Guidelines for the Bidder	3.1	The Contractor shall examine the instructions to Bidders, General Conditions of Contract, Specification, the Schedules of Quantity and delivery and rest of the bidding document to satisfy himself as to all terms and conditions and circumstances affecting the contract price. He shall quote price (s) according to his own allowances except as otherwise provided therein will be levied.
		3.2	The purchaser shall not be responsible for any misunderstanding or incorrect information obtained by the contractor other than information given to the contractor in writing by the purchaser.
04.	Patent Rights etc.	4.1	Any dispute arising in respect of copy right act for development of new webmail solution shall be the responsibility of the contractor and the purchaser in no way shall be held responsible in any form or court of law in this regard.
05	Contractor’s Obligation	5.1	The Contractor is obliged to work closely with the Purchaser’s staff, act within its own authority and abide by directives issued by the Purchaser during implementation activities.
		5.2	The Contractor will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life during installation and commissioning activities. The Contractor will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.
		5.3	The Contractor is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.
		5.4	The Contractor will treat as confidential all data and information during the execution of his responsibilities and will not reveal such information to any other party without the prior written approval of the Purchaser.

6	Contract's Default Liability	6.1	The purchaser may upon written notice of default to the contractor terminate the contract in circumstances detailed here under. i. If in the judgment of the purchaser, the contractor fails to make delivery of the new mail solution within the time specified in the contract or within the period for which extension has been granted by the purchaser, to the contractor. ii. If in the judgment of the purchaser, the contractor fails to make delivery of the new mail solution with any of the other provisions of this contract.
		6.2	In the event the purchaser does not terminate the contract, contractor shall continue the performance of the contract, in which case he shall be liable to the purchaser for penalty for delay as set out in Section -VI until the solution is accepted. Execution of the contract under such circumstances shall however be on express written willingness of both the parties.
7	Extension of Time	7.1	If the delivery of the new mail solution is delayed due to reasons beyond the control of the contractor, the contractor shall without delay give notice to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice may agree to extend the contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract.
8	Price Reduction Schedule	8.1	Delay in execution of Design, Implementation, Operationalization, Support, Maintenance, testing & acceptance against this tender shall attract Price Reduction.
		8.2	For Design and Implementation: If the Design and Implementation is not completed within the scheduled time, a price reduction as mentioned in the section-VI penalty clause no.1 shall be imposed on the bidder.
		8.3	During the AMC period: If the resolution is not completed within the scheduled time, a price reduction as mentioned in the section-VI penalty clause no.2 shall be imposed on the bidder.
9	Maintenance Service Support	9.1	AMC period is for 05 years from the date of the acceptance of the project.
		9.2	Remote support should be provided at the time of any problem occurs. And if the problem not fixed from remote support then the successful bidder should send their engineer at OPTCL premises for the resolve the issue.
		9.3	The Contractor shall provide Maintenance support for the entire project in total soon after the acceptance of the mail solution.
		9.4	The annual maintenance charges shall be paid in quarterly installments at the end of each quarter.

		9.5	All the reports to be submitted as mentioned in section-I (Scope of Work).
		9.6	The Purchaser reserves the right to terminate the contract, after the implementation period, at any time without assigning any reasons and the bidder cannot claim any compensation in this respect.
10	Price quotation	10.1	The contractor is requested to quote their FIRM price only for each individual item covered under schedule of requirement. No price variation shall be entertained at any time during the contract period.
		10.2	All prices quoted must be firm and valid for 180 (One hundred and eighty) days from the date of opening of the techno-commercial bid.
		10.3	Wherever the issue of foreign exchange is involved due to import of materials from a country other than India, the same shall be paid by the contractor. Import License, marine freight, insurance, customs duty, surcharge, port handling and clearing charges etc. all shall be contractors account and purchasers shall not be responsible in any way in this regard. All such costs shall be presumed to have been included in the quoted unit prices.
11	Terms of Payment	11.1	For development: 100% of the payment will be released after submission of following documents by the Firm: <ul style="list-style-type: none"> i. Bills in Triplicate. ii. Composite Performance Bank Guarantee , if any. iii. UAT sign off iv. Any other documents as required by Paying Officer. V. All relevant document as mentioned in Scope of Work.
		11.2	For Cert-IN Audit Certificate: 100% of the payment will be released after submission of following documents by the Firm: <ul style="list-style-type: none"> i. Bills in Triplicate. ii. Cert IN audit certificate. iii. Any other documents as required by Paying Officer. iV. All relevant document as mentioned in Scope of Work.
		11.3	For Anti-spam Gateway: Payment will be released after submission of following documents by the Firm: <ul style="list-style-type: none"> i. Bills in Triplicate. ii. Sign off report iii. Supporting document for implementation of anti-spam gateway. iv. Any other documents as required by

			<p>Paying Officer. v. All relevant document as mentioned in Scope of Work.</p>
		11.4	<p>AMC cost shall be released in quarterly instalments with GST claimed against tax Invoice, subject to satisfactory completion of quarterly AMC period as per the terms and conditions of OPTCL.</p> <p>The following documents are to be submitted by the Firm for release of payment:</p> <ul style="list-style-type: none"> i. Bills in Triplicate. iii. Performance & Preventive Maintenance Report duly signed by OPTCL representative. iv. Any other documents as required by Paying Officer. V. All relevant document as mentioned in Scope of Work.
12	Performance Bank Guarantee	12.1	<p>A Performance Bank Guarantee at the rate of 03% (Three percent) of the value of the total project cost shall be furnished from any Nationalized/Scheduled Bank to the Chief General Manager (I.T), OPTCL within 30 (thirty) days of acceptance of the work order, executed in a non-judicial stamp paper worth of Rs.100/- (Rupees Hundred) only subject to change as per ODISHA Stamp Duty Act valid for a valid for 63 months (Sixty three months) from date of acceptance of this contract as per proforma enclosed. The non-submission of performance bank guarantee will laid to recovery of 03% of the work order value from the first invoice of the service provider and the same shall be released after satisfactory completion of total AMC period (05 years).In case of default in providing service, the performance bank guarantee will be forfeited by OPTCL. The forfeiture of the Performance Bank guarantee shall not in any way affect, limit or extinguish any remedy or relief to which the above authority may at any time be lawfully entitled.</p>
		12.2	No interest will be payable on the Bank Guarantee amount.
13	No Deviation Certificate	13.1	The Contractor needs to submit a No Deviation Certificate as per the format given in Form-4 .
15	Jurisdiction of the Contract	15.1	Suits, if any, arising out of this contract shall be filed by either party in a court of law to which the jurisdiction of High Court of ODISHA extends.
16	Contractor's	17.1	Notwithstanding anything mentioned in the specification

	Responsibility		or subsequent approval or acceptance of the purchaser, the ultimate responsibility for design of the mail solution and satisfactory performance shall rest with the bidder.
17	Evaluation of bids	18.1	Detailed evaluation process is mentioned in clause no.1 of section-V.
	Terms & Conditions		<ul style="list-style-type: none"> i. Successful bidder should support for the mailing solution by their own on-roll employees. Whole / part of the support project should not be outsourced by the bidder to any other company. ii. Price of parties with conditional offers will not be considered. iii. Quotation received after the due date & time will not be considered. iv. OPTCL reserves the right to accept/reject any quotation at its discretion. v. Each page of the bid document to be duly signed by the authorized signatory as a token of acceptance of our terms & conditions. vi. The Tender shall be valid for five years. Work order shall be placed to the successful bidder for three year. Upon satisfactory performance and as per the requirement of OPTCL the work order may be extended on yearly basis.
18	Outright Rejection Criteria		<p>The bidder could be disqualified at any time during the bid process at the sole discretion of the Client, for the following reasons:</p> <ul style="list-style-type: none"> I. Submitted the bid documents after the response deadline. II. Made misleading or false representations or suppressed relevant information in the bid proposal (including documents, forms, statements, attachments, presentations, etc.) submitted as proof of the eligibility requirements or as part of their proposal. III. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years. IV. Submitted a proposal that is not accompanied by required fee / deposit money as necessary. V. Failed to provide clarifications, non-responsive and/or substantive responses, when sought. VI. Submitted more than one bid individually. VII. Declared ineligible or blacklisted by the Government of India (“GoI”), State Government or any other Government owned agency including quasi-Government sector organization or company, for corrupt, fraudulent practices or reasons related to non-performance in an

			engagement.
19	Force Majeure	19.1	The Contractor shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force majeure such as acts of God, acts of the public enemy, acts of Govt., Fires, floods, epidemics, Quarantine restrictions, strikes, Freight Embargoes / failure in downloading, activating the license due network problems, server down, link failure, site not ready, consignee absent and provided that the contractor shall within Ten (10) days from the beginning of such delay notify the purchaser in writing of the cause of delay along with documentary evidence. The purchaser shall verify the facts and grant such extension, if facts justify.
20	correspondences	20.1	Any notice to the contractor under the terms of the contract shall be served by Registered mail or by hand at the contractor's principal place of business.
		20.2	Any notice to the purchaser shall be served at the OPTCL's principal office in the same manner.
21	Copy right protection of tender document	21.1	The contractor shall treat the details of the Specification and other Tender documents as private and confidential and they shall not be reproduced without written authorization from the purchaser.
22	Unsatisfactory Performance	22.1	The Parties herein agree that the purchaser shall have the sole and discretionary right to assess the performance(s) of the Contractor components(s), either primary and or final, and the purchaser, without any liability whatsoever, either direct or indirect, may reject the system(s) component(s) provided by the Contractor, in part or in its entirety, without any explanation to the Contractor, either during the pre and or post test period should the same be unsatisfactory and not to the acceptance of the purchaser. The Contractor covenants to be bound by the decision of the purchaser without any demur in such an eventuality.
23	Dispute Resolution	23.1	Any dispute or difference, whatsoever, arising between the parties to this agreement arising out of or in relation to this agreement shall be amicably resolved by the Parties through mutual consultation, in good faith and using their best endeavors. Parties, on mutual consent, may refer a dispute to a competent individual or body or institution or a committee of experts appointed By the purchaser for such purpose and abide by the decisions thereon.
		23.2	On non-settlement of the dispute, same shall be referred to the commissioner-cum secretary to Government, IT department, and Government of Odisha for his decision and the same shall be binding on all parties, unless either party makes a reference to arbitration proceedings, within sixty days of such decision.
		23.3	Such arbitration shall be governed in all respects by the provision of the Arbitration and Conciliation Act, 1996 or later and the rules framed there under and any statutory

			modification or re-enactment thereof. The arbitration proceeding shall be held in Bhubaneswar, Odisha.
24	Contract Agreement & NDA Sign	24.1	The successful bidder shall submit the Contract Agreement Form and Non-Disclosure Agreement Form as per Section: VII within 10 working days after issue of LOA.
25	Legal Address of the Purchaser	25.1	Chief General Manager (IT), Orissa Power Transmission Corporation Lim Janapath, Bhubaneswar – 751022. Orissa, India. Email : cgm.it@optcl.co.in

SECTION-VIII:

BIDDING FORMS

FORM (F-1):

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 three (3) financial years from India Operations based on Audited Accounts (duly certified by a Chartered Accountant).

Particulars	FY.2018-19	FY. 2019-20	FY.2020-21
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-2):

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

Bidder's Name & Address

To,

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

Sir,

Sub: Design, Implementation, Operationalization, Support and Maintenance of an enterprise class hosted webmail solution for OPTCL/SLDC/GRIDCO domain.

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

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-III and Bid evaluation criteria under Section-V.

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

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

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:

FullName: _____

Address: _____

FORM (F-4):

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 and Time Schedule.**

We hereby undertake that without any deviation to the Scope of Works and Time Schedule and terms and conditions contained in the TENDER to execute Design, Implementation, Operationalization, Support and Maintenance of an enterprise class hosted webmail solution for OPTCL/SLDC/GRIDCO domain.

NIT	TENDER Reference	Deviation to the Scope of Works 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 Design, Implementation, Operationalization, Support and Maintenance of an enterprise class hosted webmail solution for OPTCL/SLDC/GRIDCO domain without any deviation. Deviations if any mentioned above, acceptance of such deviations shall be at sole discretion of the OPTCL.)

FORM (F-5):

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 "Design, Implementation, Operationalization, Support and Maintenance
of an enterprise class hosted webmail solution for OPTCL/SLDC/GRIDCO
domain", 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 Declaration:

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 (F-6):

Bid Security Declaration

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 "Design, Implementation, Operationalization, Support and Maintenance
of an enterprise class hosted webmail solution for OPTCL/SLDC/GRIDCO
domain", I, _____, (Bidder) herewith confirm that the bids
submitted is not modified and is not going to be withdrawn as per the
conditions of tender document.

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

Date:

Place:

(Signature).....
(Printed Name).....
(Designation).....
(Common Seal).....

FORM (F-7):

Reverse Auction Process Compliance

(To be incorporated in the bid document).

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

To,

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

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

Dear Sir,

This letter is to confirm that:

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

With regards,

Signature with Designation with company seal Name & Address

Person having power of attorney for the subject package.

FORM (F-8):

NO-OWNERSHIP CHANGE DECLARATION

To:

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

TENDER NOTICE NO : For “Design, Implementation, Operationalization, Support and Maintenance of an enterprise class hosted webmail solution for OPTCL/SLDC/GRIDCO domain.”

Dear Sir,

We hereby confirm and undertake that there will be no ownership change in the forthcoming three years from the bid submission date, i.e. (date to be mentioned).

Yours faithfully,

(Bidder details with authorized signatory name & designation)

SECTION IX:

Contract Form

(To be executed on non-judicial stamp paper)

CONTRACT NO.:.....

THIS CONTRACT made the day of 2021, between ODISHA POWER TRANSMISSION CORPORATION LIMITED (OPTCL) represented by the CGM (IT) OPTCL Hqrs, Bhubaneswar (hereinafter “**OWNER**” which expression shall include its successor, administrator and assigns), of the one part, and M/s represented by the, <Address) at (Hereinafter “**the firm**” which expression shall include its successor, administrator and assigns), of the other part:

1. **WHEREAS OWNER** invited bids for Design, Implementation, Operationalization, Support and Maintenance of an enterprise class hosted webmail solution for OPTCL/SLDC/GRIDCO domain.

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

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

For & on behalf of OWNER:

Name:.....

Designation:

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

For & on behalf of the Firm:

Name:.....

Designation:.....

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

In the Presence of

1. Witness – 1
(Name & Address)

2. Witness – 2
(Name & Address)

1. Witness – 1
(Name &Address)

2. Witness – 2
(Name & Address)

NON - DISCLOSURE AGREEMENT

(To be filled on non-judiciary stamp paper)

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

OPERATIVE PROVISIONS

1. In consideration of the disclosure of Proprietary Information by the Disclosing Party, the Receiving Party hereby agrees:
 - a. To hold the Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials)
 - b. Not to disclose any such Proprietary Information or any information derived therefrom to any third person
 - c. Not to make any use whatsoever at any time of such Proprietary Information except to evaluate internally its relationship with the Disclosing Party
 - d. Not to copy or reverse engineer any such Proprietary Information.
2. The Receiving Party shall procure that its employees, agents and sub-contractors to whom Proprietary Information is disclosed or who have access to Proprietary Information sign a nondisclosure or similar agreement in content substantially similar to this Agreement.
3. Without granting any right or license, the Disclosing Party agrees that the foregoing shall not apply with respect to any information after ----- years following the disclosure thereof or any information that the Receiving Party can document
 - a. is or becomes (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee) generally available to the public, or
 - b. was in its possession or known by its prior to receipt from the Disclosing Party as evidenced in writing, except to the extent that such information was unlawfully appropriated, or
 - c. was rightfully disclosed to it by a third party, or
 - d. was independently developed without use of any Proprietary Information of the Disclosing Party. The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses diligent reasonable efforts to limit disclosure and has allowed the Disclosing Party to seek a protective order.

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

[Disclosing Party]

[Receiving Party]

By: Chief General Manager (IT), OPTCL

By: _____

Name: _____

Name: _____

Address: _____

Address: _____

Date: _____

Date: _____

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE (CPBG)

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

Ref No:

Bank Guarantee No.

Date:

BG Amount:

Validity Period:

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

Whereas the ODISHA POWER TRANSMISSION CORPORATION LIMITED, Janpath, Bhubaneswar, a company constituted under the Companies Act-1956 (hereinafter called OPTCL) has issued Letter of Award (LOA) No..... Dated..... of Rs. for the purpose of work under Package No..... (Herein after called “the Agreement”) to M/s. / Sri., Address..... (herein after called the “Contractor”) for Design, Implementation, Operationalization, Support and Maintenance of an enterprise class hosted webmail solution for OPTCL/SLDC/GRIDCO domain under the above LoA and whereas OPTCL has agreed (1) to exempt demand of security deposit under the terms and conditions of the LOA (2) to release payment of the cost of the Contract Price to the Contractor on furnishing by the Contractor to OPTCL a Contract Performance Bank Guarantee (CPBG) of the value of 03% of the Contract Price of the said Agreement.

1. Now therefore, in accordance with the terms and conditions of LOA No. _____ dated _____ for the due fulfillment by the said Contractor of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____) only, we the bank _____ [Indicate bank Name , Address & Code] (hereinafter referred to as “the Bank”) at the request of M/s. / Sri. _____ Contractor do hereby undertake to pay to OPTCL, an amount not exceeding Rs. _____ (Rupees _____) only.
2. We, the _____ Bank [indicate the name of the Bank, Address & Code] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from OPTCL. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees----- in Words).
3. We, the Bank also undertake to pay to OPTCL any money so demanded not withstanding any dispute or disputes raised by the Contractor in any suit or proceeding

instituted / pending before any court or tribunal relating thereto, our liability under this present being absolute and irrevocable. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We, the _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the aforesaid period of _____ days and it shall continue to be so enforceable till all the dues of OPTCL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till OPTCL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

Unless a demand or claim under this guarantee is made on us or our Branch Office at Bhubaneswar <Mention Name, Address & Code of the Branch Office at Bhubaneswar of issuing Bank> in writing on or before (Date), we shall be discharged from all liability under this guarantee thereafter.

5. We, the _____ Bank [indicate the name of the Bank, Address & Code] further agree with the Board that OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time or performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by OPTCL against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Bid and we shall not be relieved from our liability by reason of any such variation postponement or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of OPTCL or any indulgence by OPTCL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

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

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

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

“Notwithstanding anything contained herein”

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

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

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

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

Dated, the _____ Day of _____

For _____ [Indicate name of Bank]

Signature.....
Full Name.....
Designation.....
Power Of Attorney.....
Dated.....
Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

1. Signature.....

Full Name.....

2. Signature.....

Full Name.....

N.B.:

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

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

Format for SFMS details

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

Sl. No	PARTICULARS	TYPE	DETAILS
1	Type of Bank Guarantee	Mandatory	Contract Performance
2	Currency & Amount	Mandatory	
3	Validity Period(from—to --)	Mandatory	
4	Effective Date	Mandatory	
5	End date of lodgment of Claim	Mandatory	
6	Place of lodgment of claim	Mandatory	Bhubaneswar, Branch Name----- of Bhubaneswar Branch code----- of Bhubaneswar Branch Address ----- at Bhubaneswar
7	Issuing Branch IFSC Code	Mandatory	
8	Issuing Branch name & address	Mandatory	
9	Name of applicant and its details	Mandatory	
10	Name of Beneficiary and its details	Mandatory	
11	Beneficiary's Bank/Branch and IFSC Code	Mandatory	ICICI Bank Ltd IFSC Code-ICIC0000061
12	Beneficiary's Bank/Branch name and address	Mandatory	ICICI Bank Ltd Bhubaneswar Main Branch, Bhubaneswar
13	Sender to receiver information	Mandatory	
14	Purpose of Guarantee	Mandatory	Contract Performance
15	Reference/Description of the underlined tender/contract	Mandatory	LOA No----

Note:

- 1. Contractor shall furnish single CPBG for the contract (Supply, Erection, Installation & Commissioning and Associated Civil Works).**
- 2. Strikeout the portion which are not required.**
- 3. In case a Contractor is a Joint Venture/Consortium, The CPBG shall be submitted by the Lead Partner mentioning the Name & Address of the Lead Partner & Other Partner.**