

ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Govt. of ODISHA Undertaking)

Registered Office: Janpath, Bhubaneswar - 751022 CIN: U401020R2004SGC007553

TENDER NOTICE No. TW-IT/OT/03/2017-18 DATE: 10-10-2017

Chief General Manager (IT), OPTCL, 3rdFloor, OPTCL TOWER, Janpath, Bhubaneswar on behalf of OPTCL invites bids in e-tender mode only from reputed eligible bidders for AMC of PC, PRINTER, SERVER, ONLINE UPS & Network active components at OPTCL, GRIDCO DC & SLDC DC.

conforming to the terms and conditions mentioned as follows:

The interested eligible bidders may visit our website www.optcl.co.in on or after 10/10/2017 (10:00 Hrs) to go through / download the scope of supply and terms and conditions in detail. The technocommercial bid shall be due for submission on dated 10/10/2017 (13:30 Hrs).

The interested bidders would be required to enrol themselves on the tender portal <u>www.tenderwizard.com/OPTCL</u>. Complete set of bidding documents are available at <u>www.tenderwizard.com/OPTCL</u> from 10/10/2017 (10:00 Hrs) up to 30/10/2017 (13:00 Hrs).

Interested contractors may visit OPTCL's official web site *http://www.optcl.co.in* and *www.tenderwizard.com/OPTCL* for detail specification.

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

Chief General Manager (IT)

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A. SECTION-I

1. GENERAL INFORMATION TO THE BIDDERS

- I. Name of the Project: AMC of PC, PRINTER, SERVER, ONLINE UPS & Network active components at OPTCL, GRIDCO DC & SLDC DC.
- II. The prospective bidders are advised to register their user ID, Password, company ID from website www.tenderwizard.com/OPTCL by clicking on hyper link "Register Me".

2. Submission of Bids

- I. The bidder shall submit the bid in Electronic Mode only i.e. www.tenderwizard.com/OPTCL. The bidder must ensure that the bids are received in the specified website of the OPTCL by the date and time indicated in the Tender notice.
- II. Bids submitted by telex/telegram will not be accepted. No request to collect the Bids in physical form will be entertained by the OPTCL.
- III. The OPTCL reserves the right to reject any bid, which is not submitted according to the instruction, stipulated.
- IV. The participants to the tender should be registered under IT Act, GST Act
- V. The Bidder must possess Compatible Digital Signature Certificate (DSC) of Class-II or Class-III.
- VI. Contractors / Vendors / Bidders are requested to follow the below steps for registration
 - (a) Click "Register", fill the online registration form.
 - (b) Pay the amount of Rs. 2360/- online through net banking/Debit/Credit Card. This registration is valid two years.
 - (c) Send the acknowledgment copy for verification.
 - (d) As soon as the verification is done the e-tender User ID will be enabled.
- VII. After viewing Tender Notification, if bidder intends to participate in tender, he has to use his e-tendering User Id and Password which has been received after registration and acquisition of DSCs.
- VIII. If any Bidder wants to participate in the tender he/ she will have to follow the instructions given below:
 - (a) Insert the PKI (which consist of your Digital Signature Certificate) in your System (Note: Make sure that necessary software of PKI be installed in your system)
 - (b) Click / Double Click to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer).
 - (c) Go to Start > Programs > Internet Explorer.
 - (d) Type www.tenderwizard.com/OPTCL in the address bar, to access the Login Screen.

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

3. SCHEDULE OF BIDDING

1 Type of Bidding : Two- part bidding

2 Tender Documents : The bidders can view the tender documents from

Website "www.optcl.co.in" free of cost

3 Tender Cost : 6,720/-(non-refundable) including GST

4 Mode of paying Tender cost : Demand Draft payable to Drawing and Disbursing

officer, Headquarters office, OPTCL, Bhubaneswar. The DD must be issued by a Nationalized/ Scheduled Commercial bank on or before the last date for sale of bidding documents, as per clause (j)

below

5 Tender Processing Fee(Online Payment)

The bidders shall have to submit a non-refundable tender processing fee of Rs. 5900/- in the form of Demand Draft, drawn in favour of K.S.E.D.C. Ltd., Payable at Bangalore or through online banking.

6 EMD*

: All bids must be accompanied by a bid security (EMD) in the amount of 30,000/-(Thirty Thousand Only)

7 Mode of EMD

: The bid Security may be submitted in one of the following forms:

a. Crossed bank draft/pay order/bank certified cheque from any Nationalised/ Scheduled Commercial Bank, drawn in favour of the Drawing and Disbursing Officer, OPTCL, Headquarters, Bhubaneswar

8 Submitted EMD, Tender Cost, Tender Processing Fee : The bidders shall scan the Demand Draft/Pay order Towards EMD, tender paper Cost and tender processing fee and upload the scanned image in the prescribed form in .gif or .jpg format in addition to submitted original

: The said demand drafts are to be submitted in original at the office of the undersigned on or before the last date & time of submission of tender

9 Date of commencement of Sale of bidding document

: 10/10/2017 (10:00Hrs)

10 Last date of sale of bidding document

: 30/10/2017(13:00Hrs)

11 Last date and time for submission of bids

30/10/2017(13:30Hrs)

12 Date of Pre-Bid meeting : 17/1

: 17/10/2017(15:30Hrs)

13 Time and date of opening of Techno-commercial bids

: 31/10/2017(11:00Hrs)

14 Time and of opening price bids

: Will be Intimated Later

15 Place of opening of bids

: Office of Chief General Manager (IT), 3rd Floor, OPTCL Tower, OPTCL, Janpath, Bhubaneswar-

751022

16 Address for communication:

Chief General Manager (IT), 3rd Floor, OPTCL Tower, OPTCL, Janpath, Bhubaneswar-

751022

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

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

Scope of work: Scope of work comprises comprehensive maintenance, testing, configuring and integrating all components under AMC for PC, PRINTER, SERVER, ONLINE UPS & Network active components at OPTCL, GRIDCO DC & SLDC DC along with other accessories that meet the full functionality, provide the maintenance services during the AMC period of the systems.

AMC ITEMs:

A. ITEMS to be put under AMC for OPTCL.

. <u> </u>	to be put under APICIOI OF FCE	
SL. NO.	ITEM DETAILS	Qty.
01	Desktop Computer with Monitor Keyboard & Mouse	270 nos.
	(Make-Wipro) Intel Core 2 Duo E7400 2.80 GHz,160 GB	<u>Annexure -</u>
	SATA HDD, 1 GB DDR-II RAM.	Location List
02	Dot Matrix Printer (EPSON LQ2090)	151 nos. <u>Annexure</u> -Location List
03	Samsung Laser Printer(2851 ND Mono)	15 nos.
04	Samsung Laser Printer (CLP-610 ND Color)	2 nos.
05	Emerson 30KVA Online UPS (Model- Liebert NXA) (Back	6 nos.
	to back support from the OEM)	
06	HP 3015/3005 DN Printer	8 nos

B. ITEMS to be put under AMC for GRIDCO (DC).

SL. NO.	ITEM DETAILS	Qty.
01	24 Port Layer-2 Edge Switch Cisco WS-C2960G-24TC- L,CAB-ACE	3
02	48 Port Layer-2 Edge Switch Cisco WS-C2960G-48TC- L,CAB-ACE	7
03	Layer-3 switch Cisco WS-C4503-E,PWR-C45-1000AC, CAB-SABS-C15-IND,WS-X4013+TS, WS-X4424-GB- RJ45,WS-X4418-GB, S45IPB-12237SG. Line card 3 & gig port card (Back to back support from the OEM)	1
04	1U Rack Mount KVM Switch with Cables. Model No. ATEN KL9108	2

ITEMS to be put under AMC for SLDC (DC).

	o be put under AMC for SLDC (DC).	
SL. NO.	ITEM DETAILS	Qty.
01	Database servers Make & Model: Hp proliant DL 580G5 (Back to back support from the OEM)	2
02	Application Servers Make HP & Model: 580G5 (Back to back support from the OEM)	4
03	P.C: Make & Model-HP Compaq DX 2480	3
04	Laser Printer (mono): HP CP2015 dn	1
05	Laser Printer(Color): HP CP2025 Dn	1
06	1 Rack Mount KVM Switch with cables: ATENKL9108	1
07	30 KVA Online UPS/1hr Back up APC(SUVTP30KII) (Back to back support from the OEM)	2
08	Layer-3 24 Port Switch 10/100/1000 Mbps Network Managed Switch (WS-C4503-E (Cisco) PWR-C45-1000AC, CAB-SABS- C15-IND, WS-X4013+TS,WS-X4424-GB- RJ45, S451PB-12237SG) 2 line card + 1 gig port card (Back to back support from the OEM)	1
09	Layer-2 24 Port Switch 10/100/1000 Mbps Network Managed Switch (Cisco (WS-C2960G-48TC-L), CAB-ACE)	1
10	Layer-2 24 Port Switch 10/100/1000 Mbps Network Managed Switch (Cisco (WS-C2960G-24TC-L), CAB-ACE)	3
11	Server Farm Firewall+IPS (Cisco ASA5510-A1P10-K9,CAB-ACE, ASA5510-SEC-PL,SF-ASA-7.0-KB,ASA5500-ENCR-K9,ASA-10-INC-K9, SF-ASA-A1P-5.1-K9,ASA-VPN-CLNT-K9) (Back to back support from the OEM)	1
12	Storage Area Network (SAN) 2 TB expandable up to 7TB (EVA 4400HP storage works) (Back to back support from the OEM)	1
13	LTO Tape Drive (HP LT04 Ultrium 1840) (Back to back support from the OEM)	1
14	SAN Switch (HP storage works 8/8 SAN Switch)	2
15	Router (Cisco-2811-SEC/K9, WIC-2T,CAB-SS- V35MT,S28NASK9-12403,PWR-2811-AC,CAB-ACE, ROUTER-SDM-MEM2800-256D-INC, MEM2800-64CF- INC,ACS-2811-STAN)	1

The Following Items (Consumable) will be out of AMC scope of repair or replacement:

i. Picture tube breakage

UPS Battery ii.

- iii. Printer Head, Ribbon, Teflon Cover
- iv. Plastic bodies, Drum unit, Fusser Assembly Kit etc.

5. Opening of Bids: -

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

6. ELIGIBILITY CRITERIA OF THE BIDDER:

- 1. Bidder must have its own valid PAN No. AND GST REGISTRATION NO. with clearance certificate meant for IT SERVICES, TIN & CIN.
- 2. The firm should be a Registered firm under **limited** company Act and should be in existence over 7 years in the trade of maintenance & Service / AMC of systems and should be having a turnover of 5 crore or more per annum exclusively in the said maintenance trade.
- 3. The firms must have previous experience in maintaining AMC for Computer Hardware & Peripherals in offices of Government of India / State Government / public sector organizations / Autonomous Bodies (documentary evidence in support of the same from offices / organizations where the firm is presently holding AMC may be given).
- 4. Letter of Authorisation from reputed company of manufacturer of various hardware and peripherals declaring the bidder to be an Authorised Service Provider / sales representative / re-selling agent.
- 5. Name, Designation, Address and telephone of authorized person with authorization proof.
- 6. Valid ISO 9001:2008, 20000 Certificate, A copy of the valid ISO certificates must be submitted with techno-commercial bid. The contractor shall ensure that standards and procedures of the services comply with ISO standard.
- 7. Experience Certificate of 5(Five) years in providing services in Central Government / Public Sector undertakings /State Govt. Out of the above, there should be at least one contract with value not less than Rs. 50 Lakh.
- 8. Banker account details and latest Solvency certificate.
- 9. Income Tax Return of last 3 years. The bidder should be a profit making entity during last 3 financial year.
- 10. During last 5(five) years the bidder should not have been blacklisted/ debarred from participating in bid by OPTCL or any other Govt. organisation.

- 11. The bidder or Director(s) of the Company should not have been convicted by a court of Law for an offence involving moral turpitude in relation to business dealings during the past five (5) years. The bidder shall give an affidavit to this effect. The affidavit must be affirmed before the competent judicial authority or duly notarized by the Notary.
- 12. The Bidder should be a company registered under Indian Companies Act 1956.
- 13. Bidder should have their own office and Service Center having local presence and branch office in Bhubaneswar with minimum covering 2000 sqft. area. and logistic support to meet SLAs.
- 14. Firm must provide customer satisfaction letter from at least two customers from govt. department /PSU while submitting the technical bids.
- 15. Should have TRC centre.
- 16. They should have their own Logistic Support and service center centrally or locally to provide support all over odisha within the given time of SLA.
- 17. The Vendor should have call locking system with dedicated toll free number.
- 18. Vendors should have the facility of on-line monitoring of customers' calls and offering the customer facility to make local phone calls or through e-mail for registering the call or knowing its status. Vendor should have a proper database system for monitoring all calls from all their clients or their Resident Engineer, through Call Escalation Matrix.

Conditions governing AMC Opening of Tender Documents

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

7. Manner to submit the bid

- (A.) Tenders shall be in two Parts: The Tenderers are required to submit the tenders in two parts viz. Tenders shall be submitted in electronic mode only through (www.tenderwizard.com/ OPTCL).
- i. Part-I (Techno commercial)
- ii. Part-II (Price bid)

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

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

Attachments	Document / Description	
doc1	Bid Declaration Form SCHEDULE-B	
doc2	Earnest Money Deposit (EMD) DD / Bank certified cheque/ Bank Guarantee as the case may be from any Nationalized / Scheduled Commercial Bank, DD	
	Towards tender paper cost and tender processing due.	

Doc3	Authentic copy of registration Certificate as MSE unit if any, for claiming 50% EMD exemption	
Doc 4	OEM's Authorization for providing spares/Technical knowledge to the franchises on prescribed Schedule-C (Back to back support from the OEM)	
Doc 5	Declaration that AMC support with spares can be provided if needed by the owner, for a minimum period of 3 years by the bidder.	
doc6	Copies of certified auditor statement on Annual Turnover and Audited Financial Statement (BS, PL) for last 3 years 2014-15, 2015-16,2016-17.	
Doc7	An undertaking that there will be no ownership change for two years from bid submission	
Doc8	a) Constitution or legal status, Certificate of Incorporation and principal place of business;b) written power of attorney of the signatory of the bid to commit the bidder if any	
Doc9	Detail of maintenance and support infrastructure at Bhubaneswar	
Doc10	Declaration of No subcontracting of the contract shall be made	
doc11	Information regarding any current litigation in which the bidder is involved, the parties concerned, and disputed amount; Declaration to be submitted	
doc12	Declaration to provide technical consultancy and guidance at no extra cost to OPTCL for proper configuration and integration.	
doc13	Valid ISO 9001:2008, 20000 Certificate	
doc14	Technical Deviation Statement if any as per "Deviations" title in the format described in Schedule-E	
doc15	Price Schedule (Section-V)	
Doc16	Photocopy of own valid PAN No. AND GST REGISTRATION NO. with clearance certificate meant for IT SERVICES, TIN & CIN.	
Doc17	All the required / relevant schedules of this tender including Schedule D	
Doc18	Duly filled, Signed, Stamped with official stamp on the specification Compliance table at Section. IV	
	-	

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

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

1. File Name: Technocommercilsheet.xls

Sl.	Particulars	Sheets in .XLS format
1.	Bidders information	Sheet-I
2.	Acceptance of Important Terms and Conditions	Sheet-II
3.	Techno-commercial Schedule	Sheet-III

2. File Name: TenderPriceSchedule.xls

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

N.B Notwithstanding anything stated above, OPTCL reserves the right to review the Bidder¢s capability and capacity to perform the contract at the time of award and reserves the right to accept or reject any or all tenders without assigning any reason thereof.

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

8.0 OUT RIGHT REJECTION CRITERIAS:

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

- I. Submission of BID Form through e-Tender only.
- $II. \quad EMD: Crossed \ bank \ draft \ / \ pay \ order \ / \ Bank \ certified \ cheque \ / \ 50\% \ EMD \ amount \ with registration \ certification \ as \ MSE \ for \ claiming \ exemption \ as \ the \ case \ may \ be \ towards \ EMD$
- III. DD/Cash Receipt towards Tender paper Cost / Authentic Registration Certificate as MSE if any, for claiming tender paper cost exemption.
- IV. Tender Processing Fee: Demand Draft.

9. INSTRUCTIONS TO BIDDERS:

- i. OPTCL reserves the right to cancel/withdraw the invitation for bids without assigning any reasons and shall bear no liability whatsoever consequent upon such a decision.
- ii. No interest shall be paid on Earnest Money Deposit(EMD).
- iii. Earnest Money will be forfeited if the tenderer fails to accept the letter of intent and / or work orders issued in his favour as well as satisfactory completion of the project.
- iv. In the case of un-successful tenderer, the Earnest Money will be refunded immediately after the tender is decided. In the case of successful tenderer, this will be refunded only after furnishing of Composite Performance Bank Guarantee.
- v. Earnest Money will be forfeited if the tenderer fails to accept the letter of intent and / or work orders issued in his favour as well as satisfactory completion of the project.
- vi. After opening of tender and within the validity period, no reduction or Enhancement in price will be entertained. If there is any change in price, the tender shall stand rejected and E.M.D. deposited shall be forfeited. In case of bidders who are exempted from depositing E.M.D. and who revise their price within the validity period, the bids for similar items against subsequent tender call notice of OPTCL, may not be considered.
- vii. If required, the Tenderers may be asked to extend the validity period of bids—under the same terms and conditions as per the original tender except for the change in delivery period, In such an event the Tenderers are free to change any or all conditions of their bids including price at their own risk.
- viii. Conditional Offer: Conditional offers shall not be accepted.
 - ix. In the event of discrepancy or arithmetical error in the schedule of price, the decision of the purchaser shall be final and binding on the tenderer.
 - x. For evaluation the price mentioned in words shall be taken as final, if there is any difference in figure and words in the price bid.

10. General Conditions of the Contract

I. Scope of work: Scope of work comprises maintenance, testing configuration and integrating under AMC of PC,PRINTER,ONLINE UPS & Network active component etc. at OPTCL,GRIDCO DC & SLDC DC along with other accessories that meet the full functionality, provide the maintenance services during the AMC period of the systems.

II. DEFINITION OF TERMS:

- In writing these General Conditions of Contract, the Specification and bill of quantity, the following works shall have the meanings hereby indicated unless there is something in the subject matter or contract in consistent with such constructions.
- (a) "The Owner" shall mean the ODISHA POWER TRANSMISSION CORPORATION LTD or OPTCL.
- (b) "The Engineer" shall mean the engineers appointed by the Purchaser for the purpose of this contract.
- (c) "Owner's representative" shall mean any person or persons or consulting firm appointed and remunerated by the Owner to supervise, inspect, test and examine workmanship and materials of the equipment to be supplied.
- (d) "The Contractor" shall mean the Bidder whose bid has been accepted by the Owner and shall include the Bidders executions, administrators successors and permitted agencies.
- (e) "Contract Price" shall mean the sum named in or calculated in accordance with the provisions of the contract as the "contract price" which shall include all incidental changes and other taxes and duties if applicable.
- (f) "General Condition" shall mean these General Condition of Contract.
- (g) "Month" shall mean of calendar month.
- (h) "Writing" shall include any manuscript, typed/hand written/ printed or other statement re-produced in any visible form and whether under seal or under hand.
- (i) The "term" contract shall mean & include General Conditions, Specifications, and Schedules, Drawings, form of tender, covering letter, schedule of prices or the final General Condition, any special conditions applying the particular contract, specifications and drawings and agreement to be entered in.
- (j) Terms and condition not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act, failing that in the ODISHA General Clauses Act.

III GUIDELINES FOR THE BIDDER:

(a) The Contractor shall examine the instructions to Tenderers, General Conditions of Contract, Specification, the Schedules of Quantity and delivery and rest of the bidding document to satisfy himself as to all terms and conditions and circumstances affecting the contract price. He shall quote price (s) according to his own allowances except as otherwise provided therein will be levied. The purchaser shall not be responsible for any misunderstanding or incorrect information obtained by the contractor other than information given to the contract in writing by the purchaser.

11. (a) PAYING OFFICER:-

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

b. OFFICER IN-CHARGE OF MAINTENANCE:-

Sri U.K Baliarsingh, Jr. Manager (I.T.) of our office is the officer-in-charge to interact with you in matters pertaining to maintenance of above equipment.

12. CONTRACT'S DEFAULT LIABILITY:

- i) The purchaser may upon written notice of default to the contractor terminate the contract in circumstances detailed hereunder.
 - a) If in the judgment of the purchaser, the contractor fails to make delivery of equipment within the time specified in the contract or within the period for which extension has been granted by the purchaser, to the contractor.
 - b) If in the judgment of the purchaser, the contractor fails to supply with any of the other provisions of this contract.
- ii) In the event purchaser terminates the contract in whole or in parts, the purchaser reserves the right to purchase upon such terms and in such a manner as he may deem appropriate, equipment similar to that of terminated and the contractor will be liable to the purchaser for any additional costs for such similar Software and/or for penalty for delay as defined in penalty clause. Clause-25 Section –III until such reasonable time as may be required for the final supply of Fire fighting equipment Software. Execution of contract under such circumstances shall however be on express written willingness of both the parties.

13. REJECTION OF Supplied Materials:

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

- (i) At its option replace or rectify such defective equipment and recover the extra costs so involved from the contractor and/or
- (ii) Terminate the contract for balance work/supplies, with enforcement of penalty as per contract.
- (iii) Acquires the affected equipment/materials and services at reduced price considered equitable under the circumstances.

The contractor shall not be allowed any extension in contract completion period due to time taken to replenish the rejected material/work.

14. EXTENSION OF TIME:

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

15. AMC

- 1. Comprehensive on-site AMC for the products for a period of 1 year.
- 2. Vendors must send the technical literatures along with the quotation and quote only one make.
- 3. The commercial terms and conditions asked in the tender enquiry form should be filled clearly.

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

- a) The vender shall rectify the fault within 48 hours from the time of registration of the call.
- b) The vendor shall be responsible for any defects that may arise out under normal usage due to faulty materials attached to the system, designing lacuna or poor workmanship. The vendor shall have to take immediate remedial measure for such defects at his own cost when called upon to do so by the user.
- c) The vendor should also guarantee that the equipment and its accessories supplied are complete and fully compatible in every respect, and conform to technical specifications of design, material and workmanship mentioned in the quotation. The vendor should also guarantee that the equipment and its accessories supplied would perform satisfactorily as per requirements mentioned in the specification.
- d) In case of violation of any of the conditions of AMC (for one years). The Composite Bank Guarantee shall be invoked by OPTCL. In case the violation of the condition of AMC is not set right by the vendor, the Composite Bank Guarantee shall be extended beyond one years for which the vendor shall request the banker for the same. Otherwise OPTCL will be forced to invoke the said Composite Bank Guarantee.
- **(e)** If any equipment gives continuous trouble, say six times in one month, during the AMC period, the vendor shall replace the equipment with new equipment without any additional cost to the Purchaser.
- (f) In case, the downtime of a unit exceeds 48 hours and the fault is not rectified or faulty equipment not replaced within stipulated period, a penalty of Rs.100/- per day per faulty unit will be charged and will be recovered from the performance guarantee or from any sum thereafter that may become due to the vendor out of this contract or any other contract with OPTCL, Bhubaneswar. 48 hours or part thereof beyond the stipulated downtime shall be counted as a full day for calculation and imposition of penalty.
- (g) The vendor shall provide quarterly preventive maintenance to the AMC Items. In case of the firm fails to conduct the quarterly preventive maintenance of any Software of the contract during the AMC period, a penalty of 0.5% of the contract amount for that quarter and the penalty amount shall be deducted from the Composite Bank Guarantee of the firm.

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

16. PRICE:

- (a) Bidders are requested to quote their FIRM price only for each individual item covered under schedule of requirement. No price variation shall be entertained at any time during the contract period.
- (b) All prices quoted must be firm and valid for 180 (One hundred and eighty)days from the date of opening of the commercial bid.
- (c) The prices shall be for destination only at the consignees store(s) inclusive of packing, forwarding, freight and insurance.
- (d) Wherever the issue of foreign exchange is involved due to import of materials from a country other than India, the same shall be paid by the vendor. Import License, marine freight, insurance, customs duty, surcharge, port handling and clearing charges etc. all shall be vendors account and purchasers shall not be responsible in any way in this regard. All such costs shall be presumed to have been included in unit prices under column No.6 of Price Schedule in Section–V.1.(III).(b).

VALIDITY:

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

17. TERMS OF PAYMENT:

Payment excluding Service Tax, only shall be made to you after completion of each quarter of services satisfactorily.

However, the payment is subject to furnishing of:

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

18. COMPOSITE BANK GUARANTEE:

A composite Bank Guarantee at the rate of 10% (Ten percent) of the value of the total project shall be furnished from any Nationalized/Scheduled Bank to the Chief General Manager (I.T), OPTCL within 30 (thirty) days of issue of the purchase order, executed in a non-judicial stamp paper worth of Rs.100/- (Hundred) only subject to change as per ODISHA Stamp Duty Act valid for a period of 15 (Fifteen) months from the schedule date of delivery of last lot strictly as per proforma enclosed, towards security, 100% payment and performance AMC purposes failing which the work order will be treated as cancelled. In the event of any breach or default in all or any of the conditions set forth and provided in the AMC order, the owner may forfeit the whole amount of the composite bank guarantee. The forfeiture of the composite Bank guarantee shall not in any way affect, limit or extinguish any remedy or relief to which the above authority may at any time be lawfully entitled. No interest will be payable on Composite Bank Guarantee amount.

19. PENALTIES TOWARDS NON PERFORMANCE

Delay in execution of any AMC order against this tender shall attract penalty. If the supplier fails to complete the AMC as per AMC schedule specified, OPTCL shall recover from the supplier as penalty a sum of 0.5% of the item value of the undelivered portion (item) for each calendar week or part there of subject to a maximum of 5% of the ordered unit license price. Imposition of penalty is however subject to force majeure conditions.

20. Force Majeure Clause

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

21. PAYMENT DUE FROM THE CONTRACTOR:

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

22. JURISDICTION OF THE HIGH COURT OF ODISHA:

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

23. INCOME TAX CLEARANCE:

IT return for the FY 2016-17 should be enclosed with the tender.

24. RIGHT TO REJECT/ACCEPT ANY TENDER:

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

25. CONTRACTOR'S RESPONSIBILITY:

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

26. MINIMUM QUALIFICATION CRITERIA OF BIDDERS:

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

27. LANGUAGE AND MEASURES:

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

28. CORRESPONDENCES:

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

29. LEGAL ADDRESS OF THE PARTIES:

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

30. PURCHASER:

Chief General Manager (IT), ODISHA Power Transmission Corporation Ltd.

3rd Floor, OPTCL Tower, Janapath,

Bhubaneswar - 751 022, Odisha, India

CONTRACTOR:

(TO BE FILLED BY THE TENDERER)

31. COPY RIGHT PROTECTION OF TENDER DOCUMENT:

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

Chief General Manager(IT)

TECHNICAL SPECIFICATIONS

SCHEDULE-A

Specification Compliance or Deviations tables with reference to the specifications of items mentioned at SCHEDULE – D.

A. ITEMS to be put under AMC for OPTCL.

SL.	ITEM DETAILS	Qty.	Compliance	Deviations
No.			(Yes/No)	if any
01	Desktop Computer with Monitor Keyboard & Mouse	270		
	(Make-Wipro) Intel Core 2 Duo E7400 2.80	nos.		
	GHz,160 GB SATA HDD, 1 GB DDR-II RAM.			
02	Dot Matrix Printer (EPSON LQ2090)	151		
		nos.		
03	Samsung Laser Printer(2851 ND Mono)	15		
		nos.		
04	Samsung Laser Printer (CLP-610 ND Color)	2		
		nos.		
0.	The second of th			
05	Emerson 30KVA Online UPS (Model- Liebert NXA)	6		
	(Back to back support from the OEM)	nos.		
06	HP 3015/3005 DN Printer	8 nos		

B. ITEMS to be put under AMC for GRIDCO (DC).

SL. NO.	ITEM DETAILS	Qty.	Compliance (Yes/No)	Deviations if any
01	24 Port Layer-2 Edge Switch Cisco WS-C2960G-24TC-L,CAB-ACE	3		
02	48 Port Layer-2 Edge Switch Cisco WS-C2960G-48TC- L,CAB-ACE	7		
03	Layer-3 switch Cisco WS-C4503-E,PWR-C45-1000AC, CAB-SABS-C15-IND,WS-X4013+TS, WS-X4424-GB-RJ45,WS-X4418-GB, S45IPB-12237SG. Line card 3 & gig port card (Back to back support from the OEM)	1		
04	1U Rack Mount KVM Switch with Cables. Model No. ATEN KL9108	2		

C. ITEMS to be put under AMC for SLDC (DC).

SL.	EMS to be put under AMC for SLDC (DC). ITEM DETAILS	Qty.	Compliance	Deviations
NO.		20,	(Yes/No)	if any
01	Database servers Make & Model: Hp proliant DL 580G5 (Back to back support from the OEM)	2		
02	Application Servers Make HP & Model: 580G5 (Back to back support from the OEM)	4		
03	P.C: Make & Model-HP Compaq DX 2480	3		
04	Laser Printer (mono): HP CP2015 dn	1		
05	Laser Printer(Color): HP CP2025 Dn	1		
06	1 Rack Mount KVM Switch with cables: ATENKL9108	1		
07	30 KVA Online UPS/1hr Back up APC(SUVTP30KII) (Back to back support from the OEM)	2		
08	Layer-3 24 Port Switch 10/100/1000 Mbps Network Managed Switch (WS-C4503-E (Cisco) PWR-C45-1000AC, CAB-SABS- C15-IND, WS-X4013+TS,WS-X4424-GB- RJ45, S451PB-12237SG) 2 line card + 1 gig port card (Back to back support from the OEM)	1		
09	Layer-2 24 Port Switch 10/100/1000 Mbps Network Managed Switch (Cisco (WS-C2960G-48TC-L), CABACE)	1		
10	Layer-2 24 Port Switch 10/100/1000 Mbps Network Managed Switch (Cisco (WS- C2960G -24TC-L), CAB-ACE)	3		
11	Server Farm Firewall+IPS (Cisco ASA5510-A1P10-K9,CAB-ACE, ASA5510-SEC-PL,SF-ASA-7.0-KB,ASA5500-ENCR-K9,ASA-10-INC-K9, SF-ASA-A1P-5.1-K9,ASA-VPN-CLNT-K9) (Back to back support from the OEM)	1		
12	Storage Area Network (SAN) 2 TB expandable up to 7TB (EVA 4400HP storage works) (Back to back support from the OEM)	1		
13	LTO Tape Drive (HP LT04 Ultrium 1840) (Back to back support from the OEM)	1		
14	SAN Switch (HP storage works 8/8 SAN Switch)	2		
15	Router (Cisco-2811-SEC/K9, WIC-2T,CAB-SS-V35MT,S28NASK9-12403,PWR-2811-AC,CAB-ACE, ROUTER-SDM-MEM2800-256D-INC, MEM2800-64CF-INC,ACS-2811-STAN)	1		

BID FORM

Saneed Nagar, Bhubaneswar- 751 022.
Ladies and/or Gentlemen, Having examined the bidding documents, including Addenda Nos (insert numbers), the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the equipment, accessories & associated services under the Contract for AMC equipment " in conformity with the said Bidding Documents for the sum of (Total Bid Amount in Words and Figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.
We undertake, if our bid is accepted, to deliver the service in accordance with in the stipulated delivery period as mentioned in the Bidding Documents.
If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% (ten percent) of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.
We agree to abide by this bid for a period of 180 days from the date fixed for bid opening under Clause - 4 "General Instruction to Bidders", and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
Until a formal contract is prepared and executed between us, this bid, together with your written acceptance thereof and your Notification of Award, shall constitute a binding Contract between us.
We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
We understand that you are not bound to accept the lowest or any bid you may receive.
Dated thisday of20
Signature in the capacity of
duly authorised to sign for and on behalf of

(IN BLOCK LETTERS) with Seal

SCHEDULE-C

OEM'S AUTHORISATION FORM

No		Dated
То		
Chief General Manager (IT), ODISHA Power Transmission (Floor, OPTCL Tower, Janpath, Saheed Nagar, Bhubaneswar- 75 ODISHA.	1 022	
	IFB No	
Dear Sir,		
-	he Manufacturer] who are a name and/or description of the goods address of factory	established and] having]
do hereby authorise[subsequently negotiate and signabove IFB.	name and address of Agent] t the Contract with you for the goods manufactu	o submit a bid, and red by us against the
	to back support for taking up the AMC as por the goods and services offered for providing for Bids (IFB).	
[Sign	ature for and on behalf of Manufacturer]	
	[Name]	
	[Name of the Manufacturer]	

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

AMC of PC, PRINTER, SERVER, ONLINE UPS & Network active components at OPTCL, GRIDCO DC & SLDC DC. Price Schedule for Goods to be keyed in the .xls / .xlx template provided in the tender portal.

Bidder's Name & Address:

A. ITEMS to be put under AMC for OPTCL.

SL. NO.	ITEM DETAILS	Qty.	Unit Price	IGST	CGST	SGST	Total price
			excluding				including all
			all				taxes (Rs.)
			taxes(Rs.)				
01	Desktop Computer with	270					
	Monitor Keyboard & Mouse	nos.					
	(Make-Wipro) Intel Core 2						
	Duo E7400 2.80 GHz,160 GB						
	SATA HDD, 1 GB DDR-II RAM.						
02	Dot Matrix Printer (EPSON	151					
	LQ2090)	nos.					
03	Samsung Laser Printer(2851	15					
03							
	ND Mono)	nos.					
04	Samsung Laser Printer (CLP-	2					
	610 ND Color)	nos.					
	, , , , , , , , , , , , , , , , , , , ,						
05	Emerson 30KVA Online UPS	6					
	(Model- Liebert NXA) (Back to	nos.					
	back support from the OEM)						
06	HP 3015/3005 DN Printer	8					
		nos					

B. ITEMS to be put under AMC for GRIDCO (DC).

SL. NO.	ITEM DETAILS	Qty.	Unit Price excluding all taxes(Rs.)	IGST	CGST	SGST	Total price including all taxes (Rs.)
01	24 Port Layer-2 Edge Switch Cisco WS-C2960G- 24TC-L,CAB-ACE	3					
02	48 Port Layer-2 Edge Switch Cisco WS-C2960G- 48TC-L,CAB-ACE	7					
03	Layer-3 switch Cisco WS-C4503-E,PWR-C45-1000AC, CAB-SABS-C15-IND,WS-X4013+TS, WS-X4424-GB-RJ45,WS-	1					

	X4418-GB, S45IPB- 12237SG. Line card 3 & gig port card (Back to back support from the OEM)			
04	1U Rack Mount KVM Switch with Cables. Model No. ATEN KL9108	2		

SL. NO.	ITEMS to be put under AM ITEM DETAILS	Qty.	Unit Price excluding all taxes(Rs.)	IGST	CGST	SGST	Total price including all taxes (Rs.)
01	Database servers Make & Model: Hp proliant DL 580G5 (Back to back support from the OEM)	2					
02	Application Servers Make HP & Model: 580G5 (Back to back support from the OEM)	4					
03	P.C: Make & Model-HP Compaq DX 2480	3					
04	Laser Printer (mono): HP CP2015 dn	1					
05	Laser Printer(Color): HP CP2025 Dn	1					
06	1 Rack Mount KVM Switch with cables: ATENKL9108	1					
07	30 KVA Online UPS/1hr Back up APC(SUVTP30KII) (Back to back support from the OEM)	2					
08	Layer-3 24 Port Switch 10/100/1000 Mbps Network Managed Switch (WS-C4503-E (Cisco) PWR-C45-1000AC, CAB- SABS- C15-IND, WS- X4013+TS,WS-X4424-GB- RJ45, S451PB-12237SG) 2	1					

	line card + 1 gig port card (Back to back support from the OEM)			
09	Layer-2 24 Port Switch 10/100/1000 Mbps Network Managed Switch (Cisco (WS-C2960G- 48TC-L), CAB-ACE)	1		
10	Layer-2 24 Port Switch 10/100/1000 Mbps Network Managed Switch (Cisco (WS-C2960G- 24TC-L), CAB-ACE)	3		
11	Server Farm Firewall+IPS (Cisco ASA5510-A1P10-K9,CAB-ACE, ASA5510-SEC-PL,SF-ASA-7.0-KB,ASA5500-ENCR-K9,ASA-10-INC-K9,SF-ASA-A1P-5.1-K9,ASA-VPN-CLNT-K9) (Back to back support from the OEM)	1		
12	Storage Area Network (SAN) 2 TB expandable up to 7TB (EVA 4400HP storage works) (Back to back support from the OEM)	1		
13	LTO Tape Drive (HP LT04 Ultrium 1840) (Back to back support from the OEM)	1		
14	SAN Switch (HP storage works 8/8 SAN Switch)	2		
15	Router (Cisco-2811- SEC/K9, WIC-2T,CAB-SS- V35MT,S28NASK9- 12403,PWR-2811- AC,CAB-ACE, ROUTER- SDM-MEM2800-256D- INC, MEM2800-64CF- INC,ACS-2811-STAN)	1		

Note:

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

BIDDER'S INFORMATION

1.0 General Information

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

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

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

	Nationality of owners							
	Name	Nationality						
1.								
2.								
3.								

2.0 Capability Statement

1.	Name of Bidder	
2.	Classifications	
	(1) Manufacturer	
	(2) Authorized Agent	

	(3) Dealer				
	(4) Others (pleas	se specify)			
3.	Factory/Works:				
	(a) Location				
	(b) Description,	Гуре and size of building			
	. ,	n lease or free hold? If on e date of expiry of lease i			
4.	Type of equipmer	nt manufactured and supp	olie	d during last three yea	rs.
Nam	ne of equipment	Capacity/Size	N	los. manufactured	Nos. of orders on hand
5.	Details of Organiz	ation at Service Centre			
	a) No. of skilled	employees:			
	b) No. of Unskille	ed employees:			
	c) No. of Engine	ering employees			
	d) No. of Admini	strative employees			
	e) List of special facilities avail	repair/workshop able			
	f) Storage space	for spare parts (sq. m.)			
	g) Value of minimum stock of spares available at all the service centres in respective currency				
		nodes/types by number serviced by the centre ars			
6.		ment was supplied in er regarding the Bidde			
	(1)				
	(2)				
	(3)				
	<u> </u>				

3.0 Banker Information

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

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

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

4.0 Litigation History

Name of Bidder

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

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

Sl. No.	Order placed by (full address of Purchas	Orde r No. and date	Descriptio n and quantity of ordered AMC equipment	Valu e of orde r	Date of completio n of AMC As per contract	Date of completio n of AMC as per Actual	Remarks indicatin g reasons for late AMC, if any.	Balanc e AMC., if any, to be executing	Expected date of Commencemen t completion of balance AMC	equipment been

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

PROFORMA OF AMC SUPPORT

(DEVIATIONS AND ALTERNATIVES)

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

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

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

1.	Reference Clause in the bid document.				
2.	Detailed description of the alternative or deviation.				
3.	Reason for the change.				
4.	The change in bid price if the alternative or deviation is validder conforms to the specifications.	vithdrawn and the			
Date:	e: (Signature)				
Place:	e: (Printed Name)				
	(Designation)				
	(Common Seal)				

PROFORMA OF AMC SUPPORT

(FORM OF CERTIFICATE OF ORIGIN AND ELIGIBILITY)

Bidder's Name & Address

I (We) hereby certify that the equipment and materials to be supplied are produced ir, an Eligible Source Country.					
I (We) hereby certify that my (our) company is incor, an Eligible Source Country.	porated and registered in				
Date:	(Signature)				
Place:	(Printed Name)				
	(Designation)				
	(Common Seal)				

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

SCHEDULE-H

PROFORMA FOR COMPOSITE BANK GUARANTEE FOR

SECURITY DEPOSIT, PAYMENT AND PERFORMANCE

This Guarantee Bond is executed thisday of
WHEREAS THE ODISHA POWER TRANSMISSION CORPORATION LTD., a corporate body constituted under the Company Act, 1956 (herein after called "the OPTCL") has placed orders No
WHEREAS the Contractor has agreed to configuring and integrating of at the OPTCL in terms of the said contract, AND $$
WHEREAS the OPTCL has agreed (1) to exempt the contractor from making payment of security, (2) to release 100% payment of the cost of materials as per the said agreement and (3) to exempt from performance guarantee on furnishing by the Contractor to the OPTCL a Composite Bank Guarantee of 10% (ten percent) of the contract value in force of the said contract.
NOW THEREFORE in consideration of the OPTCL having agreed (1) to exempt the contractor from making payment of security (2) releasing 100% payment to the contractor and (3) to exempt from furnishing performance guarantee in terms of the said contract as aforesaid, we, the(Bank) (hereinafter referred to as 'the Bank') do hereby undertake to pay to the OPTCL an amount not exceeding Rs(Rupees) against any loss or damage caused to or suffered by or would be caused to or suffered by the OPTCL by reason of any breach by the said contractor of any of the terms and conditions contained in the said contract.
(2) We (the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the OPTCL stating that the amount claimed is due by way of loss or damage caused to or suffered by the OPTCL by reason of any breach by the said Contractor of any of the terms or conditions contained in the said contract or by reason of the Contractor's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs(Rupees).
(3) We (the Bank) also undertake to pay to the OPTCL any money so demanded not withstanding any dispute or disputes raised by the Contractor in any suit or proceeding instituted / pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor (s) shall have no claim against us for making such payment.

full force and effect during the period that would be taken for the performance of the said contract

(4) We (the Bank......) further agree that the guarantee herein contained shall remain in

and that it shall continue to be so enforceable till all the dues of the OPTCL under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till Chairman-cum-Managing Director, ODISHA Power Transmission Corporation Limited or his nominee certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee.

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

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

Dated at	the	day of	Two thousand		
				For	
			(1	Indicate the name of the Bank)

Witness:

1.

2.

NOTE FOR TENDERERS:

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