



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

**e-Tender Document No.: TW-IT/OT/02/2020-21**  
**dated: 06-10-2020**

**For**

**“Maintenance work of the Webmail Servers of  
OPTCL/SLDC/GRIDCO”**

**Office of the Chief General Manager (IT)**  
**Odisha Power Transmission Corporation Limited**  
Floor/Room number: 3<sup>rd</sup> Floor, Corporate Building, OPTCL  
Street Address: Janpath, Bhubaneswar, Odisha.  
City: Bhubaneswar, State: Odisha, ZIP Code: 751 022  
Tel: 0674-2541801, Fax: 0674-2542964, Email: [cgm.it@optcl.co.in](mailto:cgm.it@optcl.co.in)  
Official website of OPTCL: <https://www.optcl.co.in>  
Official Tender portal of OPTCL: “[www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL)”



**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](http://www.optcl.co.in)  
CIN:U4102OR2004SGC007553

**e-Tender Notice**

e-TENDER NOTICE No TW-IT/OT/02/2020-21

DATED 06-10-2020

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 “Maintenance work of the Webmail Servers of OPTCL/SLDC/GRIDCO” with an estimated cost of about Rs. 6,49,000.00/- (Rupees Six Lakh Forty Nine Thousand 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](http://www.tenderwizard.com/OPTCL). Complete set of bidding documents are available at the tender portal, [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) or OPTCL’s website: [www.optcl.co.in](http://www.optcl.co.in) from 06-10-2020 (10.00 Hrs) up to 21-10-2020 (13.00 Hrs) for downloading the scope of work and terms and conditions in detail. The due date & time of opening of techno-commercial bid shall be 15.30 Hrs on 21-10-2020.

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](http://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)**



**ODISHA POWER TRANSMISSION CORPORATION LIMITED**

(A Govt. of ODISHA Undertaking)

**Registered Office: Janpath, Bhubaneswar – 751022**

**OPEN TENDER NOTICE NO. TW-IT/OT/02/2020-2021      Dated: 06-10-2020**

Chief General Manager(IT), OPTCL, 3<sup>rd</sup> Floor, OPTCL TOWER, Janpath, Bhubaneswar on behalf of OPTCL invites single part sealed bids from eligible bidders for “**Maintenance work of the Webmail Servers**” confirming to the terms and conditions mentioned as follows.

**1. COST OF TENDER DOCUMENT AND EMD :**

- |  |   |   |
|--|---|---|
| a. Tender Cost*                            | : | 4480/- (non-refundable) including GST@12%   |
| b. EMD*                                    | : | 6490/- (refundable)   |
| c. Mode of Paying Tender Cost and EMD      | : | Separate Demand Draft for Cost of Tender document and EMD payable to DDO, Headquarters office, OPTCL, Bhubaneswar. The DD must be issued by a nationalized bank on or before the last date for submission of Bid.<br>The same can also be deposited by cash at the cash counter of DDO HQRS., office between 11:00 hrs. to 16:00 hrs. on all working days and should submit the money receipt along with the bid. |
| d. Last date of submission of bid          | : | 21-10-2020 up to 13:00 Hrs  |
| e. Opening of Tender Bid                   | : | 21-10-2020 up to 15:30 Hrs  |
| f. Place of submission and Opening of Bids | : | Office of Chief General Manager (IT), 3 <sup>rd</sup> Floor, OPTCL Tower, OPTCL, Janpath, Bhubaneswar – 751022.   |

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

## 2. SCHEDULE OF QUANTITY

Sl. No	Item	Qty.
1.	Stabilization and Annual support of three Mail servers and LDAP servers	1 Set

## 3. SCOPE OF WORK

Odisha Power Transmission Corporation Limited (OPTCL) has implemented webmail solution for OPTCL/GRIDCO/SLDC. The three webmail domains are hosted from GRIDCO datacenter situated at Bhubaneswar in the state of Odisha.

- The webmail solution is based on postfix as the mail engine and the user interface is designed through round cube.
- Presently there are 4500 users existing in OPTCL webmail domain. There are 200 and 100 mail users existing in GRIDCO and SLDC webmail respectively.
- The expected growth rate of mail users is 5% per year.

### A. USER MANAGEMENT

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

- a) New user creation
  - b) User purging
  - 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
- Any other technical issue/problem faced by webmail users.
  - Also the bidder shall provide one centralized admin control panel to webmail admin at OPTCL to carry out the above activities mentioned in point no. a, b,c,d,e,f,g,h as per requirement.

## **B. Archival and Restore**

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

- 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.
- The archival folder should be separately kept in the SAN storage and the path should be shared to Datacenter team for writing the archival data into the tape with proper nomenclature.
- 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.
- Restoration of archived data of any individual user from tape to the mail box of the concerned user as per the instruction of webmail administrator, OPTCL .

## **C. Back up and Restore**

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

- Monthly cold back up shall be taken into tape
- Daily incremental back up of the webmail data shall be taken into tape.
- The daily incremental data shall be provided in a separate location on the SAN and this incremental data shall be the only delta change as compared to the yesterday mail box data.
- The bidder shall share the path in the SAN from where Data center team shall pick and write into tape.
- At any time if required, the data shall be restored to the user mail box.
- Monthly restoration check and data integrity check shall be done with the co-ordination of Data center team.

## **D. Server Health Optimization**

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

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

- Cache clearance
- Operating system tuning
- Monitor the size of the webmail server before it reaches 80% of allocated space. An alert should be triggered to the webmail admin, OPTCL when the 80% of space is consumed.
- Clear trash files older than 30 days automatically.
- Stabilization of mail server for all 3 domains.
- Checking/rectification DNS entries of mail server.
- LDAP server Configuration checking/rectification.
- Mail delivery time should be less than one minute.

## **E. Security**

- The bidder shall ensure complete logical security in order to maintain confidentiality, integrity and availability of webmail data and service on 24\*7 during the entire contract period.
- After the completion of the contract period, the bidder shall not have any access to the webmail.
- The bidder shall ensure to thwart unauthorized access, virus attack, phishing attack, spam, denial of service attack.
- The bidder shall provide data as per the format to be provided by OPTCL for vulnerability and penetration testing .The bidder shall update the system in response to any adverse findings in the report within a month without any additional cost to OPTCL.
- The bidder shall ensure to use a 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.
- The bidder shall ensure exclusion of known and trusted domains from real-time blacklists and heuristic scanning.
- The bidder shall ensure to manually block e-mail from specified user addresses, as well as entire domains.
- The bidder shall ensure to block e-mail messages based on subject line, attachment name, and maximum message size, specific keywords with

regular expressions. Global blacklists and whitelists: manage sources using IPv4 and IPv6.

- The bidder shall ensure to prevent external sites from bouncing or relaying messages through mail servers.
- The bidder shall ensure to customize domain/address block lists to prevent delivery of e-mail messages from specific senders or domains.
- Real Time Status Monitoring- Should be 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.
- The bidder shall ensure to support spam based filtering rules.
- The bidder shall ensure to detect non-standard MIME messages that contain malicious content.
- The bidder shall ensure to Supports OpenLDAP integration. Communication with LDAP server can be encrypted using TLS/SSL.

## **F. Maintenance**

- The successful bidder shall maintain and manage the Mail Solution on 24x7 basis for the entire period of the contract and shall be fully responsible for ensuring adequate CPU processing power, memory, storage, network, internet bandwidth and monitoring of the services for optimum performance of the entire system on 24x7 basis as per the SLA agreed.
- 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.
  - ✓ General usage reports on top senders / top recipients based on size and number of mails and group by Unit / Division.
  - ✓ Service uptime report for monitoring SLA.
  - ✓ Reports related to mail delivery / delayed mails etc.
  - ✓ Report on Helpdesk call resolution stating escalation if any.

- One review/support meeting should be organized at the end week of every quarter regarding the support provided by you in the current quarter and expectation of OPTCL from the successful bidder. This meeting will be held at OPTCL Bhubaneswar office premises only.
  - ✓ The successful bidder shall provide an interface to OPTCL admin to log the complaint.
  - ✓ After logging any complain, you must attend the issue within 4hrs time. If the call is not attended and problem rectification is not done then OPTCL will take that call in penalty terms and conditions.
  - ✓ You may also suggest in your support period, the ways of improvement of the mail server which is now in OPTCL premises.
- 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.
- 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.

#### 4. Eligibility Criteria:

- i. Vendor should be in the business of support of Webmail services in India for last 3 years with strong focus on Open Source.
- ii. Vendor should have average turnover of 30 Lacs for last three financial year w.e.f. 01-Aug-2017 to 30-Aug-2020.
- iii. Vendor should have at least 1 RHCE certified support executive. (A statement of such executives with Bio Data has to be submitted with technical bid.)
- iv. Tenderer 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. The copies of the same should be submitted along with the tender documents (**documentary proof is to be submitted along with technical bid**).
- v. Tenderer should have not been black listed at any time by the Central /any of the State Governments/ any PSUs 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. **An undertaking to this effect must be submitted in their letter head.**

- vi. Bidder shall be financially sound and must not be anticipating any ownership change for three years from bid submission. **An undertaking to this effect shall be submitted by the Bidder. Financial statement of last 3 years shall be submitted ending with 31.03.2020.**
- vii. The bidder must be an ISO 9001 & ISO 27001 or CMM3/5 certified company and the certificate needs to be validity till the date of submission of bid.
- viii. A bid submitted by a tenderer not meeting these requirements will be rejected for being non-compliant. The tenderer 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 tenderers 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.
- ix. **All the supporting documents as below are to be signed and submitted.**

Sl. No	Document / Description
1.	Bid Declaration Form. <i>(As per prescribed format in Annexure-B)</i>
2.	DD/Money receipt towards EMD and cost of tender document.
3.	Authentic copy of registration Certificate as MSE unit if any, for claiming free of cost of tender document and 50% EMD exemption
4.	Documents in support of Clause 4.i to 4.viii
5.	Bidder shall submit <b>audited BS and P&amp;L account</b> for at least three years (2017-18, 2018-19, 2019-2020) preceding the date of bid submission.
6.	Documents in support of Annual turnover duly certified by an authorized CA
7.	Price Schedule as per the format mentioned. <i>(As per prescribed format in Annexure-G)</i>
8.	Photocopy of PAN No
9.	Photocopy of GSTIN
10.	Photocopy of IT return filing for last three years.
11.	Certificate of Incorporation
12.	Copy of ISO 9001 & ISO 27001 or CMM3/5 certificate
13.	TENDER Submission Sheet. <i>(As per prescribed format in Annexure-C)</i>
14.	Project Experience <i>(As per prescribed format in Annexure-D)</i>
15.	Undertaking for no ownership change. <i>(As per prescribed format in Annexure-A)</i>
16.	Company's Financial Information <i>(As per prescribed format in Annexure-E)</i>

17.	Proforma of bank guarantee for contract performance <i>(As per prescribed format in Annexure-F)</i>
-----	---

## 5. Outright Rejection Criteria :

The bidder could be disqualified at any time during the bid process at the sole discretion of the Client, for the following reasons:

- ✓ Submitted the bid documents after the response deadline.
- ✓ 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.
- ✓ 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.
- ✓ Submitted a proposal that is not accompanied by required fee / deposit money as necessary.
- ✓ Failed to provide clarifications, non-responsive and/or substantive responses, when sought.
- ✓ Submitted more than one bid individually.
- ✓ 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.

## 6. Bid Evaluation Methodology:

Bids from shortlisted vendors will be evaluated on 'Quality and Cost Based System' as mentioned below.

### 6.1 Evaluation of Technical Bid

- Criteria for evaluation of Technical bids have been specified in clause 4 of this document.
- The commercial bids of only the technically qualified bidders will be evaluated for further processing.

### 6.2 Evaluation of Financial Bid

- The Financial Bids of the technically qualified bidders will be evaluated only.
- **The bidder with lowest financial bid (L1) will be awarded the tender.**
- Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- The bid price will include of all taxes and levies and shall be in Indian Rupees.

- **Errors & Rectification:** Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.

## **7. Terms & Conditions :**

- i. **Validity and Duration of the AMC:** The duration of the AMC of mail server shall be One year from the date of acknowledgement of LOA of the Work Order issued by OPTCL. OPTCL reserves the right to terminate the contract at any point of time by giving one month notice without assigning any reason. However OPTCL may exercise the option to continue the AMC for further six months (i.e., maximum up to two years) on the same terms and conditions.
- ii. 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.
- iii. **Payment:** The payment shall be made at the end of every quarter.
- iv. Price of parties with conditional offers will not be considered.
- v. Quotation received after the due date & time will not be considered.
- vi. OPTCL reserves the right to accept/reject any quotation at its discretion.
- vii. Each page of the bid document to be duly signed by the authorized signatory as a token of acceptance of our terms & conditions.
- viii. The Tender shall be valid for three years. Work order shall be placed to the successful bidder for one year. Upon satisfactory performance and as per the requirement of OPTCL the work order may be extended on six month basis.

## **8. OPENING OF BIDS**

Bids will be opened in the presence of Bidders or Bidder’s representatives, at the specified date and time.

## **9. GENERAL 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.
- iii. Earnest Money will be forfeited if the tenderer fails to accept the letter of intent and / or Purchase 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. After opening of tenders 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.
- vi. 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.
- vii. Conditional Offer: Conditional offers shall not be accepted
- viii. 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.
- ix. 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.
- x. Sub-contracting of the work will not be allowed.
- xi. Contract will be awarded to the L1 bidder who completely meets the technical requirements of the tender.

## **10.AMC Support**

### **The support during the AMC period will include the following:**

- Remote support should be provided at the time of any problem occurs. And if the problem not fixed from remote support then the successful tenderer should send their engineer at OPTCL premises for the resolve the issue.
- After logging any complain, the successful tenderer should attend the issue within 4hrs time. If they will not attend the call and start rectifying the problem then OPTCL will take that call in penalty terms and conditions.
- Successful Tenderer can also suggest in their support period, the ways of improvement of the mail server which is now in OPTCL premises.

- **Quarterly Meeting of Support:** - One support meeting should be organized in every quarter end regarding the support provided by successful tenderer and expectation of OPTCL regarding support. This meeting will be held at OPTCL Bhubaneswar office premises only.

In case of violation of any of the conditions of AMC, the Composite Bank Guarantee shall be invoked by OPTCL. In case the violation of the condition of warranty is not set right by the vendor, the Composite Bank Guarantee shall be extended beyond three years for which the vendor shall request the banker for the same. The formalities for extension of warranty should be completed well in advance of the expiry of warranty period by the vendor/bidder, otherwise OPTCL will be forced to invoke the said Composite Bank Guarantee.

**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.

## **11. VALIDITY**

Prices and conditions of sale of the offer should be valid for a period of 90 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.

## **12. TERMS OF PAYMENT**

Total AMC cost shall be released in 4 equal quarterly instalments with GST claimed against tax Invoice, subject to satisfactory completion of quarterly AMC period as per the terms and conditions of OPTCL and submission & approval of the Performance Bank Guarantee for 10% value of total AMC cost. In the event, Firm is unable to furnish the said Performance Bank Guarantee an amount equivalent to 10% of Invoice value shall be deducted and the same shall be released after satisfactory completion of total AMC period (01 year).

The following documents are to be submitted by the Firm for release of payment:

- i. Bills in Triplicate.
- ii. Composite Performance Bank Guarantee , if any.
- iii. Performance & Preventive Maintenance Report duly signed by OPTCL representative.

iv. Any other documents as required by Paying Officer.

**No advance payment in any form will be made.**

### **13. PAYING AUTHORITY:**

Drawing and Disbursing Officer of OPTCL, Headquarters, Bhubaneswar shall be the paying Officer for this contract.

### **14. COMPOSITE BANK GUARANTEE**

A composite Bank Guarantee at the rate of 10% (Ten percent) of the value of the total contract 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/- (Rupees Fifty) only subject to change as per ODISHA Stamp Duty Act valid for a period of 13 (thirteen) months from the date of issue of Work Order as per the proforma enclosed, towards security, 100% payment and performance guarantee purposes failing which the purchase order will be treated as cancelled. In the event of any breach or default in all or any of the conditions set forth and provided in the purchase order, the purchaser may forfeit the whole amount of the composite bank guarantee. The forfeiture of the composite Bank guarantee shall not in any way affect, limit or extinguish any remedy or relief to which the above authority may at any time be lawfully entitled. The Bank Guarantee for CAMC shall be furnished 2 months prior to the completion of the original Bank Guarantee, otherwise the original Bank Guarantee shall be encashed by OPTCL. No interest will be payable on Composite Bank Guarantee amount.

### **15. PENALTIES TOWARDS NON PERFORMANCE**

#### **Quality of Service (QOS) & Penalties and delays in Service provider's performance:**

Successful bidder should carry a service level agreement of response time < = 4hrs.

If the firm fails to attend and resolve the issues/downtime during Comprehensive AMC Support within 4 hours from the time of intimation by OPTCL, OPTCL may without prejudice to all its other remedies under the

Contract, impose penalty, a sum of Rs. 500.00 per day beyond stipulated time period (after 04 hours of intimation by OPTCL), up to a maximum of the contract price of the AMC for that quarter. Besides, in case the firm fails to conduct the quarterly maintenance, a deduction of 25% of the AMC quarterly charges shall be made from the Invoice of the firm.

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

**16. FORCE MAJEURE**

The supplier shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force majeure such as acts of God, acts of the public enemy, acts of Govt., Fires, floods, epidemics, Quarantine restrictions, strikes, Freight 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.

**17. PAYMENT DUE FROM THE FIRM**

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

**18. 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, Cuttack extends.

**19. 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 quantities of materials at the time of placing final purchase order. After placing of the order the purchaser may defer the delivery of the materials. It may be clearly understood by the tenderer that the purchaser need not assign any reason for the above action.

**20. FIRM'S RESPONSIBILITY**

Notwithstanding anything mentioned in the specification or subsequent approval or acceptance of the purchaser, the ultimate responsibility for design of materials and satisfactory performance shall rest with the tenderers.

**21. LANGUAGE AND MEASURES:**

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

**22. CORRESPONDENCES:**

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

**23. LEGAL ADDRESS OF THE PARTIES:**

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

**PURCHASER:**

Chief General Manager (IT), Odisha Power Transmission Corporation Ltd.  
3<sup>rd</sup> Floor, OPTCL Tower, Janapath,  
Bhubaneswar – 751 022, ODISHA, India

**FIRM:**

(TO BE FILLED BY THE TENDERER)

**24. COPY RIGHT PROTECTION OF TENDER DOCUMENT:**

The Firm 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),OPTCL**

\*\*\*\*\*

**ANNEXURE-A:**

**NO-OWNERSHIP CHANGE DECLARATION**

To:

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

**TENDER NOTICE NO : ..... For “Maintenance work of the Webmail Servers of  
OPTCL/SLDC/GRIDCO”**

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)

**ANNEXURE-B:**

**BID FORM**

To:

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

Ladies and/or Gentlemen,

Having examined the bidding documents, including Addenda Nos. .... (insert numbers), the receipt of which is hereby acknowledged, we, the undersigned, offer to associated services under the Contract for “**Maintenance work of the Webmail Servers of OPTCL/SLDC/GRIDCO**” 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, 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 90 days from the date fixed for bid opening under Clause – 1 “Cost of Tender Document and EMD”, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. ....

Until a formal contract is prepared and executed between us, this bid, together with your written acceptance thereof and your Notification of Award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this.....day of .....200.....

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

(IN BLOCK LETTERS) .....

ANNEXURE-C:

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

**From:**  
**To:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sir,

**Sub: Maintenance work of the Webmail Servers of OPTCL/SLDC/GRIDCO for 03 year with effect from \_\_\_\_\_ to \_\_\_\_\_**

**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

**ANNEXURE-D:**

**Project Experience**

The Bidder's relevant past experience should be provided as per the requirements specified for meeting eligibility criteria under clause no 4.

Experience details should be submitted against each of the qualifying requirements as mentioned under clause no 4.

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.

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

**Signature:** \_\_\_\_\_

**Seal:**

**Full Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**ANNEXURE-E:**

**Company's Financial Information**  
**(To be submitted on Firm's Letter Head)**

Kindly provide the following details for the Firm:

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

<b>Particulars</b>	<b>FY.2017-18</b>	<b>FY. 2018-19</b>	<b>FY.2019-20</b>
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.

**ANNEXURE-F:**

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE**  
**(CPBG)**

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

**Ref No:** .....

**Bank Guarantee No.** .....

**Date:** .....

**BG Amount:** .....

**Validity Period:** .....

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

Whereas the ODISHA POWER TRANSMISSION CORPORATION LIMITED, Janpath, Bhubaneswar, a company constituted under the Companies Act-1956 (hereinafter called OPTCL) has issued Letter of Award (LOA) No..... Dated..... for the purpose of ..... work under Package No..... (Herein after called “the Agreement”) to M/s. / Sri. ...., Address..... (herein after called the “Contractor”) **Maintenance work of the Webmail Servers of OPTCL/SLDC/GRIDCO** 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 10% 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 invokable at our place of business at **Bhubaneswar** (indicate Name, Address & Code of the Branch at Bhubaneswar) in the State of Odisha.

**“Notwithstanding anything contained herein”**

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

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

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

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

Dated, the \_\_\_\_\_ Day of \_\_\_\_\_  
For \_\_\_\_\_ [Indicate name of Bank]

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

**WITNESS: (SIGNATURE WITH NAME AND ADDRESS)**

1. Signature.....  
Full Name.....
2. Signature.....  
Full Name.....

**N.B.:**

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

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

**Format for SFMS details**  
(The Unique Identifier for field 7037 is “OPTCL541405793”)

<b>Sl. No</b>	<b>PARTICULARS</b>	<b>TYPE</b>	<b>DETAILS</b>
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	Mandatory	

	information		
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.**

**ANNEXURE-G: PRICE SCHEDULE FORMAT**

**Bidder's Name & Address:**

**Price Bid format for AMC and Support for 1 year**

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>Sl. No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Rates (in Rs.) per quarter</b>	<b>GST Rates (in Rs.) per quarter</b>	<b>Total Cost (in Rs.) per year [6=(4+5)*4]</b>
1	<b>Maintenance work of the OPTCL webmail servers as per scope of work</b>	Lump sum			
2	<b>Maintenance work of the GRIDCO webmail servers as per scope of work</b>	Lump sum			
3	<b>Maintenance work of the SLDC webmail servers as per scope of work</b>	Lump sum			

Date:

(Signature) .....

Place:

(Printed Name) .....

(Designation) .....

(Common Seal) .....

**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.