e-Tender for Supply of Microsoft Office 365 Cloud Software-as-a-Service & Implementation in OPTCL

Date Published: 05-08-2022   e-Tender No.TW-IT/OT/04/2022-23   Due On. 25-08-22

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ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Government of Odisha Undertaking)
Regd.Office: Janpath: Bhubaneswar-751022.
Telephone: (0674) 2540051 (EPABX), Website: www.optcl.co.in
CIN:U4102OR2004SGC007553

Bids on behalf of OPTCL in e-tender mode only are invited from eligible bidders for "Supply of Microsoft Office 365 Cloud Software-as-a-Service & Implementation in OPTCL" with an estimated cost of Rs.4,04,37,169(Rs. Four Crores Four Lakhs Thirty Seven Thousand One Hundred Sixty Nine only) including GST, conforming to the terms and conditions mentioned in the tender document.

The interested bidders would be required to enroll themselves on the tender portal www.tenderwizard.com/OPTCL. Complete set of bidding documents are available at the tender portal, www.tenderwizard.com/OPTCL or OPTCL's website: www.optcl.co.in from 05-08-2022 (15.00 Hrs) up to 25-08-2022 (15.00 Hrs) for downloading the scope of supply and terms and conditions in detail. The due date & time of opening of techno-commercial bid shall be 11.00 Hrs on 26-08-2022.

The interested bidders may go through the e-Tender and submit their queries if any to Pre-Bid Meeting as per schedule mentioned in the e-Tender.

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

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

Chief General Manager (IT)

CONTENTS OF TENDER

SECTION 1 : INSTRUCTIONS TO BIDDERS

Odisha Power Transmission Corporation Limited (OPTCL) is one of the largest Transmission utilities in India, has its offices, projects dispersed around Odisha. It needs MS Office 365 Subscription for Mail Solution, Office Applications, Collaboration, Backup for users, offices, projects in SLDC, GRIDCO, OPTCL.

A. General:

1.	Scope of the Bid	1.1	For scope of Bid please refer to **Section 3 Scope of Work**
2.	Eligible Bidders	2.1	For bidder eligibility refer to **Section 2.**
3.	Site Visit	3.1	The bidder, at the bidder's own responsibility, cost is encouraged to visit and examine the work site and its functioning and obtain all information that may be necessary for preparing the bid and entering into a contract for execution of the works.
4.	Documentary Evidence	4.1	The Bidder shall furnish/upload, as the case may be, documents/ Schedules/Forms in support of the **qualifying requirement** along with the **bid (Techno-Commercial Bid: Part-I & Price Bid: Part- II)** in the manner prescribed under **Section-D 3 below .**
		4.2	Non-compliance to the above requirement even after seeking necessary clarifications shall constitute the offer as non-responsive.

B. Bidding Schedule

1.	Type of Bidding	Two-part bidding
2.	Tender Documents	The bidders can view the tender documents from website www.optcl.co.in or www.tenderwizard.com/OPTCL free of cost.
3.	Tender Cost and Mode of Payment	₹ 14,160.00 (non-refundable) including GST@ 18%. DD issued by a Nationalized Bank / E payment on or before the Last date for sale of this NIT. Payable to Drawing and Disbursing Officer HQrs Office OPTCL Bhubaneswar.
4.	Tender Processing Fee	The bidders shall have to submit nonrefundable tender processing fee of ₹ 5900.00/-(including GST@18%) in the form of online payment / DD in favor of K.S.E.D.C.Ltd, Payable at Bangalore.
5.	Bid Security Declaration	The bidder shall have to submit "Bid Security Declaration" (form F-6) with a validity period of 180 days after the bid submission deadline date prescribed by Purchaser .

6.	Date of Availability of bidding document	05-08-2022, 15:00 Hrs
7.	Last date of submission of bids	25-08-2022, 15.00 Hrs
8.	Date & Time of Pre-Bid Conference	10-08-2022, 11:00 Hrs
9.	Presentation on Implementation Plan	Will be intimated later
10.	Time of opening of Techno-Commercial bids	26-08-2022, 11.00 Hrs
11.	Time of opening of Price bids and e-RA	Will be Intimated Later
12.	Place of Opening of Bids	Office of Chief General Manager (IT),3rd Floor, OPTCL Tower, OPTCL, Janpath, Bhubaneswar – 751022
13.	Address for communication	Office of Chief General Manager (IT), 3rd Floor, OPTCL Tower, OPTCL, Janpath, Bhubaneswar – 751022

C. Contents of Bidding Document

1.	Sections of the Bidding Document	**5.1** **SECTION 1 : INSTRUCTION TO BIDDERS** **SECTION 2 : ELIGIBILITY CRITERIA** **SECTION 3 : SCOPE OF WORK** **SECTION 4 : COMMERCIAL TERMS & CONDITIONS** **SECTION 5 : FORMS** **Bid Forms (In .XLS Format)** **Techno-commercial Formats.** **Financial Proposal Formats.**
		5.2 Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not downloaded directly from the tender portal of OPTCL.
		5.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.
2	Clarifications on Bidding Document	**2.1** Bidders may seek clarifications in writing relating to preparation and submission of bids, scope of works, GCC etc. prior to the pre-bid conference. Such requests will be submitted at least 2 days (excluding the date of pre-bid meeting) before the date of Pre-bid meeting. Bidders' queries will be discussed in the pre-bid conference. The clarifications to the queries and/or addenda to the TENDER document shall be published in the website of OPTCL i.e.

		http://www.optcl.co.in or tender portal i.e. www.tenderwizard.com/OPTCL
		2.2 The pre-bid conference shall be held as per the schedule mentioned in the **Section-I.** No clarification shall be entertained after the pre-bid conference
3.	Amendment of Bidding Document	3.1 At any time prior to the deadline for submission of the bids, Purchaser may amend the bidding document by giving reasonable time and issuing addenda.
		3.2 Any addenda issued shall be part of the bidding document. The bidder shall visit www.optcl.co.in or www.tenderwizard.com/OPTCL for any addendum / modification / errata / corrigendum etc.
		3.3 Purchaser, at its discretion for any reason at its own initiative may add, modify or remove any element of the scope of work entirely or any part thereof from the bid document till the time of deadline for submission of bid. All bidders will be notified of any such change.
		3.4 In order to provide prospective bidders reasonable time to take the amendments into account in preparing their bids, Purchaser may, at its discretion, extend the last date for the submission of bids.
		3.5 Any addendum issued shall be part of the bidding document and shall be hosted in www.optcl.co.in or www.tenderwizard.com/OPTCL
D. Preparation of Bids		
1	Cost of Bid preparation	1.1 The Bidder shall bear all costs associated with the preparation and Cost of submission of its Bid and Purchaser shall not be responsible or liable for those costs.
2	Language of Bids	2.1 The Bid, as well as all correspondences and documents relating to the Bid exchanged between the Bidder and Purchaser, shall be written in English.
3	Documents of the Bid	3.1 The Bid shall comprise of two parts. One containing the **Techno-Commercial Bid** (Part-I) and the other containing the **Price Bid** (Part-II), which shall be evaluated in two stages.

	The Techno-Commercial Bid (Part-I)	It should be submitted in the following manner; **(A)Hard Form of Documents (In Original):** The following documents shall be furnished in original before the Tender Accepting Authority on or before the date and time of submission of the Tender. 1. DD / e-Receipt towards Tender Cost, 2. DD/e-Receipt towards Tender Processing Fees 3. Bid Security Declaration Form 4. Power of Attorney if any / Notarized copy for signing the bid document.
		(B) Soft Form of Documents (Scanned Copy to be uploaded in .pdf file in the Tender Portal): Following are the Soft form of scanned documents in .pdf file to be uploaded on the Official Tender Portal of OPTCL "www.tenderwizard.com/ OPTCL" as attachment in .pdf.

Sl.No.	Particulars	Name of Attachment pdf
01	Company Registration --CI Document	Attach1
02	GSTIN & PAN	Attach2
03	Bidder shall submit audited BS and P&L account for last three financial years ending 31-Mar-2022.	Attach3
04	Form 1: Companies Financial Information	Attach4
05	Form 2: Tender Submission Sheet.	Attach5
06	Form 3: Orders Executed	Attach6
07	Form 4: Techno-Commercial Deviation Schedule as per the Format.	Attach7
08	Form 5: Acceptance of Importance Terms & Condition	Attach8
09	Form 6: Bid Security Declaration	Attach9
10	Form 7: Reverse Auction Process Compliance Form	Attach10
11	Form 8: Undertaking for no ownership change.	Attach11
12	Form 9: Technical Bid Sheet	Attach12
13	Form 10: Price Bid Excel Format	Attach13
14	Form 11: Contract Form	Attach14
15	Project / UAT Completion Certificate from the Clients	Attach 15
16	Photocopy of IT return filing for last three years.	Attach 16

Price Bid (Part-II): .	Price schedules in XLS format to be downloaded, filled in and uploaded by the Bidder as per the Purchaser's format and to be uploaded on the official tender portal www.tenderwizard.com/OPTCL

4	Bid Submission	4.1 The Bidder shall submit the Techno-Commercial Proposal and the Price Proposal.
		4.2 The Bidders should take note of following points while submitting the Price Proposal: a) Price Proposal should clearly indicate the price to be charged without any qualifications. b) Taxes and Duties as applicable shall be shown.

5.	Alternate Bids	5.1 Alternate Techno-Commercial and /or Price bids shall be rejected.
6.	Bid Prices	6.1 The prices quoted by the Bidder in the Price Schedules (Price Bid_Format) in .xls shall conform to the requirements specified therein.
		6.2 The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose.
7.	Currencies for the Bid	7.1 Bidders shall express their bid price in Indian Rupees only.
8.	Documents Establishing the Qualification of the Bidder	8.1 To establish its qualifications to perform the Contract without any deviation, the Bidder shall submit as part of its Techno-commercial proposal, the evidence towards each qualification criteria specified in *Section-III (Eligibility Criteria).*
9.	Period of validity of Bids	9.1 Bids shall remain valid for **180 days** after the bid submission deadline date, prescribed by Purchaser . A Bid valid for a shorter period shall be rejected by Purchaser as non-responsive.
		9.2 In exceptional circumstances, prior to the expiration of the bid validity period, Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. A Bidder may refuse the request for such extension without forfeiting its Bid Security. A Bidder granting the request shall not be permitted to modify its Bid.
10.	Bid Security Declaration	10.1 The Bidder shall submit a "Bid Security Declaration" as per *Form F-6 with a validity of 180 days* after the bid submission deadline date prescribed by Purchaser
		10.2 Any Bid not accompanied by Bid Security, shall be rejected by Purchaser as non-responsive.
		10.3 If the bidder withdraw or modify their bids during the validity period, they will be suspended for a period of 6 years.
11.	Format of Bid	11.1 The Bidder shall submit the Techno-Commercial Compliance as per Form 9*.*

Submission and Opening of Bids

12.	Submission of Bids	12.1 Bidder shall submit the Techno-Commercial Proposal and Price proposal through e-tender mode only, as per the guidelines mentioned in the *Section-1 OPTCL e-Tendering*

		Process of this eTender.
13	Deadline for submission of Bids	**13.1** Bids must be uploaded by the bidder not later than the date and time and extension there to indicated in the *Section-I.*
		13.2 Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document, in which case all rights and obligation of OPTCL and Bidders as existing before extension of the deadline will be applicable until the extended deadline.
14	Late Bids	**14.1** Purchaser shall not consider any Bid that is uploaded after the deadline for submission of Bids.
15.	Withdrawal, Substitution and Modification of Bids	**15.1** No Bid shall be withdrawn, substituted, or modified after the deadline for submission of bids. However, a Bidder may withdraw, substitute, or modify its Bid under the following situation; 1. After expiry of the bid validity period as per ITB. 2. Any changes to the scope of work after submission of bid document. 3. Any changes in the bidding documents after submission of bid document. 4. If the due date of the submission has been extended by the Purchaser after submission of bid document.
16.	Bid opening	**16.1** Purchaser shall conduct the opening of Techno- Commercial Proposals in the presence of Bidders' representatives who choose to attend, at the address, date and time specified in the **Section-I**.
		16.2 The Price Proposals will remain unopened until the time of opening of the Price Proposals. Purchaser shall advise the Techno-Commercially qualified bidders through system generated e-mail about the date, time, and location of the opening of Price Proposals.
	Bid Curing	**16.3** The Purchaser will ask the bidders for curing shortfall for Data Insufficiency in the Bids or supporting documents needed.
	Price Bid Opening	**16.4** Purchaser shall conduct the opening of Price Proposals of all Techno-Commercially qualified bidders who submitted Price Proposals, in the presence of Bidder's representatives who choose to attend at the address, date and time specified by Purchaser. The Bidder's representatives who are present shall be requested to sign a register/note-sheet evidencing their attendance.

17.	Working Environment	17.1 It will be imperative on each bidder to fully inform himself of all local working environments which may have any effect on the execution of the works covered under these documents and specifications. Purchaser shall not entertain any request for clarifications from the bidders, regarding such working environment. It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by Purchaser.

OPTCL e-Tendering Process

General

Tender Forms can be downloaded from the e-Tendering Portal www.tenderwizard.com/OPTCL after entering the details of payment towards Tender processing Fees as per the Tender Schedule.

Bidders should have valid Class-III Digital Signature Certificate (DSC) issued by Certifying Authority, Or else Bidders should visit "tender wizard.com/OPTCL" and follow the procedure mentioned in the document 'Procedure for application of Digital Certificate'.

The prospective bidders are advised to register their user ID, Password, company ID with the website "www.tenderwizard.com/OPTCL" by clicking on hyper link "Register Me" for the use of Electronic Tendering.

For any assistance on the use of Electronic Tendering System, contact help desk number: 080-40482000(Bengaluru) or mobile no: 9937140591.

Bidders should install the 'Mandatory System Requirement' available on the Home Page of www.tenderwizard.com/OPTCL under the section 'Mandatory System Requirement' and make the necessary Browser Settings provided under section 'Internet Explorer Settings'.

Enrolment of Bidder(s) on Electronic Tendering System

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

Opening of the Price Bids:

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

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

STRATEGY FOR Electronic -REVERSE AUCTION (e-RA)

i. Bidders are required to go through the guide lines given below and submit their acceptance to the same.

ii. e-Reverse Auction (RA) will be conducted in e-tender portal of OPTCL on specified date and time, while bidders shall quote from their own offices/places of their choice. Internet connectivity shall be ensured by the respective agencies/bidders themselves.

iii. Demonstration/ training (if not trained earlier) of bidder's nominated person(s),shall be done to explain all the rules related to e-Reverse Auction/ Business Rule

document to be adopted.

iv. The strategy to be used for reverse auction shall be "DYNAMIC TEMPLATE BIDDING".

Procedure for Electronic Reverse Auctioning (e-RA):

i. Bidder has to submit letter towards agreement to the Process related Terms & Conditions for e-Reverse Auction, as per (Reverse Auction Process Compliance Form F-7). In case of non-receipt of the same, vendors will not be allowed to participate in e-RA.

ii. e-RA shall be carried out after opening of Price bids and completion of Price bid evaluation, which will be intimated only to the techno-commercially qualified bidders by OPTCL as per procedure given above.

iii. OPTCL reserves the right to conduct e-RA and it is obligatory on part of bidder(s) invited to participate in e-RA process once they have responded to the techno-commercial bid.

iv. Prior intimation/ Notice for RA invitation will be given to techno-commercially qualified bidders regarding the date & time of opening of the e-RA.

A. The start bid price (SBP) for e-Reverse Auction of each bidder under a particular package shall be the L1 evaluated price for the subject package including Taxes & Duties for the total scope for subject Package. Taking the above discovered L1 price as the upper limit e-RA will be conducted to determine the lowest possible price.

B. Reverse Auction will be conducted amongst first 50% of the technically qualified bidders arranged in order of prices from lowest to highest, as L1, L2,L3-----------Ln, and L1 price will be discovered. Minimum of 3 bidders shall be eligible for e RA. (eg. If 4 bidders are financially evaluated then the L1, L2 and L3 bidders shall be eligible for e-RA). Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L1 to L4).

C. However, in case only two bidders are found to be responsive, e-RA would be carried out with both the parties without any elimination. However, Purchaser reserves the right to invite the evaluated L1 bidder for negotiation without conducting the e-RA.

D. In case of price submitted by any bidder is found to be abnormal, Purchaser reserves the right to reject the bid of the bidder(s) or to negotiate.

E. Rank of bidders would be displayed as per the total cost to Purchaser, i.e including Taxes and Duties payable by Purchaser as per the provisions of the biding document & after e-RA process is over.

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

(i) In case of RA, start/ reference price and step value of decrement shall be indicated to the bidders at the start of the auction. Any participating bidder can bid one or multiple step decrement lower than the prevailing lowest bid at that time. The

Bidder shall be able to view Bid Start Price, Bid Decrement Value, Prevailing Lowest Bid value, last Bid Placed by him and time left for bidding.

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

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

(iv)   At any point during Reverse Auction, bidding Price field shall remain enabled for the bidders. The total reverse auction period shall be unlimited and the initial auction period (1st slot) will be of thirty (30) minutes with provision of auto extension by (10) ten minutes from the schedule/ extended closing time, if any fresh lower bid is received in last ten minutes of initial auction period or extended auction period the auction shall get extended automatically for another 10 minutes.

In case. there is no bid received during extended slot, the auction shall get closed automatically without further extension.

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

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

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

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

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

- Consequent upon completion of e-Reverse Auction, Purchaser's decision on award of contract shall be final and binding on the bidders.
- OPTCL shall be at liberty to call the L1 bidder for further process/ negotiation and also at liberty to cancel the e-reverse auction process/ re-tender at any time, without assigning any reason thereof. Purchaser can decide to reschedule or cancel any reverse auction: the bidders shall be informed accordingly.
- Purchaser / Service Provider shall not have any liability to bidders for any interruption or delay in access to the e-Tender site/ Reverse Auction link irrespective of the cause.

2.1 ELIGIBILITY CRITERIA

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

Sl. No.	Criteria	Mandatory Documents
1.1	The Bidder is registered under the Companies Act, 1956 or Companies Act 2013, and should have been in existence for the last 5 (five) years The company must be registered with appropriate authorities for all applicable statutory duties /taxes. *In case any bidder has undergone corporate restructuring (including merger, demerger, hive off, slump sale etc.), it may showcase credentials of its erstwhile / current entity provided sufficient documentary proof is submitted with the bid to evince that such credentials have accrued to / transferred to / are in the name of the bidding entity and the bidding entity is authorized to use such credentials.*	Certificate of Incorporation.
1.2	MAAT (Min Aver Annual Turnover) of the Bidder in the last 3 years is to be Rs 18.45 Crore and should have positive net worth.	Copy of the audited annual accounts of the company showing turnover of the company for the last three financial years, Chartered Accountant certificate for Net-worth and turnover.
1.3	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 authorized signatory of the Bidder.
1.4	The bidder should be a Silver / Gold Partner of Microsoft	Submit OEM Authorization letter as per the Proforma given in Form 12 at Section V

1.5	Bidder should have experience of supply, installation, and configuration of Microsoft Office software to minimum 3 Government/PSU organizations and should have been in this business for a period of five years as on 31.03.2022 The bidder must have successfully undertaken at least One project of similar nature (minimum 1,000 nos. subscription licenses, involving migration from Lotus Notes Mail/ G-suite/ Netcore/ Zimbra /Round Cube or a similar email and/or collaboration setup of MS Office 365 services) not less than the amount Rs. 2.5 Cr; OR Two projects of similar nature(as above) each of which not less than the amount Rs. 1.25 Cr ; OR Three projects of similar nature(as above) each of which is not less than the amount Rs. 1 Cr.	Copy of LoA and UAT Signoff on the related tasks as this tender.
1.6	The bidder should have MS Certified Engineer to configure MS O365 SAAS, Mail Migration.	Copy of the MS Online Certificate of the Engineer to be attached
1.7	Quality Certificates •ISO 9001:2015 •ISO 27000	Copy of Time valid Certificates to be attached
1.8	1. Bidder should not have been black listed at any time by Central Govt. / State Govt. / PSU / Banks /Autonomous Body (Govt.) (Including IT & Non-IT Infrastructure) in India. 2. The bidder/ director of the firm of the bidder / the bidding firm, should not have any litigation / criminal proceeding pending in any court in india	An undertaking to this effect must be submitted in their letter head.
1.9	Bidder should have valid PAN, GST registration. and have operations in India.	**Copies of PAN, GSTN**
2.0	Bidder has Office Setup in Bhubaneswar	**Documentary proof of Office Setup in Bhubaneswar (Municipality Registration/ STPI Registration / Registrar of Companies / DIO etc) is to be submitted along with technical bid**).
2.1	The bidder on behalf of the Bidding Firm, to Submit power of attorney or Notarized copy for Certifying the Authorized signatory to sign the bid.	Power of Attorney or Authorization to submit the bid. Document **ITB Section D 3.1 A4 above**
2.2	A bid submitted by a bidder not meeting these requirements will be rejected for being non-compliant. The bidder must comply with the above mentioned criteria. Non-compliance of any of the above criteria may result in the rejection of the bid. The Purchaser reserves the right to verify/evaluate the documents submitted by the bidders as proof in support of the claims made for each of the above mentioned criteria. The bids may be rejected in case of misrepresentation of proof.		

2.2 Evaluation and Comparison of Bids

2.2.1 Confidentiality

Information relating to the examination, evaluation, comparison and qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not Officially concerned with such process

Any attempt by a Bidder to influence Purchaser in the examination, evaluation, comparison, and Qualification of the Bids or Contract award decisions may result in the rejection of its Bid.

Clarification on Tender

From the time of opening the Techno-Commercial Proposals to the time of Contract award, if any Bidder wishes to contact Purchaser on any matter related to the bidding process, it should do so in writing.

2.2.2 Clarification of Bids

To assist in the examination, evaluation, comparison and qualification of the Bids, Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by Purchaser shall not be considered. Purchaser request for clarification and the response shall be in writing.

2.2.3 Responsiveness of Techno- Commercial Proposals

Determination of the responsiveness of a Techno-Commercial Proposal is based on the contents of the Techno-Commercial Proposal itself.

The bidders are requested to study the specification thoroughly before tendering so that if they make any deviations, the same are prominently brought on a separate sheet under the headings "Deviations" as per formats. All such deviations to the technical & commercial terms of the specification shall be indicated in a separate list as indicated above. In absence of such deviation schedule, it will be presumed that the bidder has accepted all the conditions stipulated in the tender specification, notwithstanding any deviations mentioned elsewhere in the Bid. However the acceptance of deviation is not binding on the Purchaser.

A substantially responsive Techno-Commercial Proposal is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

 a) affects in any substantial way the scope, quality, or performance of the Services specified in the Contract; or limits or is inconsistent in any substantial way, with the Bidding Document, Purchaser's rights or the Bidder's obligations under the Contract; or

b) if not rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Techno-Commercial Proposals

c) If a Techno-Commercial Proposal is not substantially responsive to the Bidding Document, it shall be rejected by Odisha Power Transmission Corporation Limited and shall not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

d) The bidders may submit bid with Non-material deviations (which means only those

deviations that do not qualify as material deviations. Such deviations will be checked and considered. If the deviations proposed are found material in nature, Purchaser reserves the right to reject such bids. Purchaser may also ask bidders for clarifications on such deviations during the evaluation.

<u>Non-conformities,errors and omissions</u>
Provided that a Techno-Commercial Proposal is substantially responsive, Purchaser may waive any non-conformity or omission in the Bid that does not constitute a material deviation.

Provided that a Techno-Commercial Proposal is substantially responsive, Purchaser may request the Bidder to submit the necessary information or documentation, within a reasonable   period of time, to rectify nonmaterial nonconformities or omissions in the Techno-Commercial Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

Provided   that   the Techno-Commercial   Proposal   is   substantially   responsive, Purchaser will correct arithmetical errors during evaluation of Price Proposals on the following basis:

a) if there is a discrepancy between wordsand figures, the amount in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail.

b) Except as provided in sub-clauses (a) herein above, OPTCL shall reject the Price Proposal if the same is not furnished in the Format (.xls) specified in the ITB.

<u>Examination of Terms and conditions; Techno-Commercial Evaluation.</u>

Purchaser shall examine the Bids to confirm that all terms and conditions specified in the CTC have been accepted by the Bidder without any material deviation or reservation.

Purchaser shall evaluate the Techno-Commercial aspects of the Bid submitted to confirm that all requirements specified in the **Qualifying requirement at Section-2**, of the Bidding Document have been met without any material deviation or reservation.

If,   after   the   examination   of   the   terms   and conditions and the Techno-Commercial evaluation, Purchaser determines that the Techno-Commercial Proposal is not substantially responsive in accordance with **ITB**, it shall reject the Bid.

OPTCL shall evaluate Price Proposals of those Bids that have been determined to be Techno-commercially responsive.

To evaluate a Price Proposal, Purchaser L shall consider the total price quoted in Price Schedule (.xls) as per the schedule in all respect along with the applicable taxes and duties.

Comparison of Bids

Purchaser shall compare all substantially responsive bids to determine the lowest evaluated total price**.**

Clarification before Comparison of Bids

The comparison shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, and for validation of the qualification, clarifications, if any, shall be sought for prior to the comparison of bids.

Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids liability.

Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without assigning any reason and without incurring any.

Evaluation of Bids

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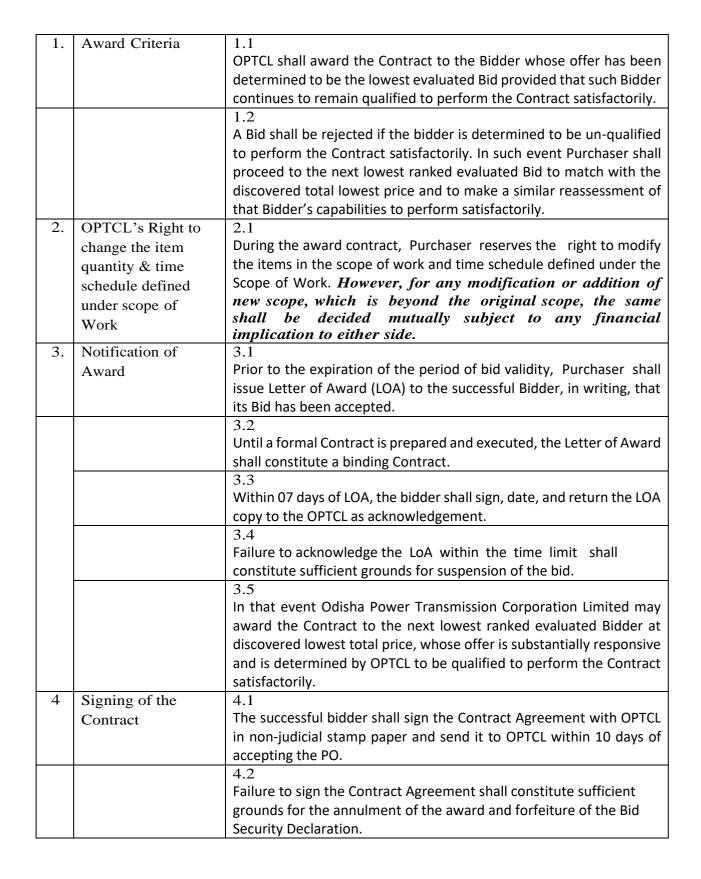
Techno-commercial Evaluation:

Sl.No.	Item	Max Points
1	POC of a) Migrating 5 Mail Boxes from Legacy to Microsoft Office 365 b) Set up /installation of MS office using office 365 E-3 license in client PCs on sharing basis(1+4) c) Archive mail, litigation hold for archived mails and retrieval of mails by query	20
2	Understanding of requirements mentioned in the RFP	10
4	Overall Approach and methodology for Providing Service for this Project	20
	Total	50

Bidder's scoring, points 30 and above in the Techno- Commercial Evaluation, will qualify for Price Evaluation.

Price Evaluation

a) The Financial Bids of the technically qualified bidders will be opened on the prescribed date in the presence of bidders' representatives

b) The bid with lowest Financial (L1) i.e. "lowest price quoted" in Grand total, as found in the E reverse auction will be considered as the Successful bid i.e. Lowest Bid (L1 Bid)

c) L1 Cost in the quoted price discovery items (D & E) will be used for placing order in future.

d) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.

e) Any conditional bid will be rejected.

f) 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".

1.	Award Criteria	1.1 OPTCL shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid provided that such Bidder continues to remain qualified to perform the Contract satisfactorily.
		1.2 A Bid shall be rejected if the bidder is determined to be un-qualified to perform the Contract satisfactorily. In such event Purchaser shall proceed to the next lowest ranked evaluated Bid to match with the discovered total lowest price and to make a similar reassessment of that Bidder's capabilities to perform satisfactorily.
2.	OPTCL's Right to change the item quantity & time schedule defined under scope of Work	2.1 During the award contract, Purchaser reserves the right to modify the items in the scope of work and time schedule defined under the Scope of Work. *However, for any modification or addition of new scope, which is beyond the original scope, the same shall be decided mutually subject to any financial implication to either side.*
3.	Notification of Award	3.1 Prior to the expiration of the period of bid validity, Purchaser shall issue Letter of Award (LOA) to the successful Bidder, in writing, that its Bid has been accepted.
		3.2 Until a formal Contract is prepared and executed, the Letter of Award shall constitute a binding Contract.
		3.3 Within 07 days of LOA, the bidder shall sign, date, and return the LOA copy to the OPTCL as acknowledgement.
		3.4 Failure to acknowledge the LoA within the time limit shall constitute sufficient grounds for suspension of the bid.
		3.5 In that event Odisha Power Transmission Corporation Limited may award the Contract to the next lowest ranked evaluated Bidder at discovered lowest total price, whose offer is substantially responsive and is determined by OPTCL to be qualified to perform the Contract satisfactorily.
4	Signing of the Contract	4.1 The successful bidder shall sign the Contract Agreement with OPTCL in non-judicial stamp paper and send it to OPTCL within 10 days of accepting the PO.
		4.2 Failure to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security Declaration.

SECTION-3: Scope of Work

Item	Description

A. Supply of Microsoft Office 365 Cloud

1 Cloud Service Licenses

EA Subscription licenses for OPTCL/GRIDCO/SLDC are needed as below

User Type	License	Qty
Frontline User	F3	1582
Privileged User	E3	264
All user	Power Apps 60 Users Per User License (Bundled with O365 products- E3 & F3)	0
Extra user (future requirement)	E5	10
	With Power Apps 60 Users Per User License (Bundled with O365 products- E5)	0

a. Microsoft Exchange Online Archiving may be used by the IA for Litigation Hold of OPTCL Users Achieved Mail and retrieval of the same by Query.

b. Going Forward, this will also enable archive mailboxes to support OPTCL's message retention, eDiscovery, and hold requirements

c. Office 365 F3 users should have shared desktops/tablets/mobile

2 Provision for dynamic license/user management
   a) Provision to add new subscription licenses should be available during the contract period at the same cost.

   b) A provision to delete excess number of subscription licenses that may arise owing to retirements, resignation, etc., and accordingly the licenses cost should be revised on yearly basis.

   c) Provision to upgrade the subscription licenses to higher plans anytime during the contractual period should be available within the service

3 The licenses and subscription services must be proposed under Enterprise Agreement (EA) of Microsoft. OPTCL would sign an Enterprise Agreement (EA) with Microsoft in order to obtain the Licenses with the support services & offers.

4 OPTCL should have the flexibility to add any number of O365 users as per the contract within the contract period.

5 Any other service/ features added/bundled to these plans by Microsoft during the contract period shall be delivered with no condition and free of cost to OPTCL.

6   No Additional cost should be charged or quoted separately for Power Apps Users and should be offered bundled with other O365 components

7   The Data Centre hosting the Cloud / Solution including Disaster Recovery (DR) and Business Continuity Plan (BCP) Data Centres should be located in India, with no network and data sharing/ replication to any other Data Centre outside boundaries of India.

8   MIS Report Generation Requirements:
     a. Solution should have MIS capabilities with customisable reports, monitoring tool/ dashboard.
     b. The services should provide standard MIS and customised reports for Administrators to monitor and manage the services and real-time view of the status of users, tickets, service health, utilisation and usage.

9   Audit Trail & Logging Requirement:
     a. The service should maintain and manage the logs for all the SAS services used by the OPTCL.
     b. Audit logs reporting & Analysis tool: Log monitoring capabilities to be provided to the OPTCL and in case of incidents, security breaches, OPTCL has to be notified in real time.
     c. Tools and features to analyse the usage of the licenses/ application/ functionality to be provided.
     d. The Vendor will ensure the engagement of Microsoft Fast Track Service for Proper implementations.
     e. Admin Console: An Admin console of the system needs to be provided to OPTCL for monitoring of the system performance, uptime details, issues etc.
     f. Tracking of Resolution of issues: There should be feature to track and monitor the resolutions of the issues raised by OPTCL.

B. Document Deliverable

1. Technical Document of Assessment and Planning
a) A detailed technical document and solution plan, which will provide a thorough and clearly defined plan for a seamless migration to Office 365 including a significant focus on the communication and training requirements along with the Internet Bandwidth assessment.
b) Assessment of current mailing configuration – SMTP, MX, DNS, Limits, Disclaimer, Policies, Archival, Application Integration etc
c) User Distribution – geographic, profiling, etc.

2. Project Document:
     a. Assignment of licenses and user activation as per profiles/ requirements provided by OPTCL.
     b. Prepare/submit following documents and certifications
          i.   Enterprise Agreement of Subscription
          ii.   Service Architecture, Implementation & Roll-out plan, Data Migration Plan.
          iii. SOP Document for remote users for operating all the service components. User Training material in soft form.
          iv.   Microsoft Compliance Certifications: Obtain Microsoft compliance

certifications that ensure compliance with national, regional, and industry-specific requirements governing the collection and use of data. These should include compliance with the following:

3. **Client Configuration & access**
   a. Document of Assessment of migration scenario – Office 365 configuration, third party tool configuration, license availability
   b. Prepare pre and post migration checklist.
   c. Defined MS Teams role definition and orientation approach.
   d. Defined user education/ training approach – webcast, mails, user guide, FAQs
   e. Defined migration approach for moving all user data from the trial tenant to the licensed tenant seamlessly
   f. Defined migration approach with stages along with application integration.
   g. Defined infrastructure access methodology, transition framework, facilities access.

4. **Archiving and Retrieval**
   Document Comprising Procedure for migrating Archived Mails to Exchange Online Archive, Administrative use of the Exchange Admin center (EAC) or remote Windows PowerShell to enable the archive feature for specific users, Administrative use of Maintaining Archived Mail Box and Primary Mail Box.

C. Solution Implementation:

1. Creation/Migration of Microsoft Office 365 User Accounts and Archiving: <u>At present, Round cube mail box has around 4000 users, consisting of active mail boxes and inactive mail boxes. Earmarked Mail Accounts will be migrated into the licensed Microsoft Office 365 Cloud Services.</u>

   <u>Rest of the Users mail will be archived For Litigation Hold and will be retrieved by query in need.</u>

2. On-boarding all the necessary services to the users.
3. A mechanism to extract all archived emails from the existing on-premise setup to new Archiving Services should be designed and put in place for use in future.
4. All the cloud service features under Microsoft Office 365 have to be enabled and configured suitably for the users as desired by the Purchaser
5. The IA shall implement the solution to meet the requirements of Purchaser across all offices of OPTCL across the State.
6. Team deployed by the IA to implement the solution should be competent and proficient to implement the solution as per scope of work
7. The IA is expected to support the UAT of the Exchange Online as part of deployment and subsequent changes.
8. Add/ update DNS name, MX Pointer, CNAME, Auto discover, SIP, SPF records to verify and activate Office 365 Cloud organization.
9. All standard email security protocols and methods like DMARC, DKIM, ATP, SPF etc. should be configured in Exchange Online.
10. The existing OPTCL/GRIDCO/SLDC domain (webmail.optcl.co.in, webmail.gridco.co.in, webmail.sldcorissa.org.in) has to be configured and all the necessary settings should be carried out to facilitate access of email and other services from Microsoft Office 365.

11. The system should be configured in such a way that the existing mail ids in the domain webmail.optcl.co.in, webmail.gridco.co.in, webmail.sldcorissa.org.in shall be rationalized as below
    a. Duplicate mail id of Users to be identified
    b. Create mail ids of users, offices, projects/event group as per the Purchasers Mail policy.
    c. Design custom home page for Purchaser mail.
12. AD when provided by OPTCL should be configured for Authentication with no additional cost.
13. IA should ensure solution compatibility with Purchaser's Desktops/ Laptops build on Windows 10 and all commonly used browsers viz. Chrome, Mozilla, Firefox, Edge etc
14. IA shall ensure to facilitate the OPTCL to make use of all the features and functionalities of selected plans and its constituent components.
15. The IA must provide Microsoft certified personnel On-site to manage Exchange Online for email services, user management of Microsoft Office 365, Teams Management, etc.,
16. Deployment and configuration of PowerApps Service-best practices.

D. Data Migration: Referring to the Solution Implementation

1. Migration of Email Services: The existing hosted email services has to be migrated as mentioned in C. 1 above.

2. All Active email boxes with the complete data available within the mailboxes must be migrated into the Exchange Online Archive. Currently, the size of each active mailbox is around 20 GB.

3. SLDC/OPTCL/GRIDCO mail boxes hosted on OPTCL PDC mail server shall be migrated. Migration of mail boxes shall be done all the active mails, archived mails, folders, subfolders contained within a mail box. This contains both online & offline archival data for Round cube MAIL box.

4. The IA is required for successful data migration of existing Round cube MAIL boxes with a a migration strategy keeping in view no of E3 / F3 Licenses, data migration setup and testing, in consultation with Purchaser.

5. IA shall ensure that during migration activity, there is no mail communication disruption faced by the Purchaser, external users.

6. Any additional software tool required for the migration of mail boxes shall be borne by the IA and the purchaser will not make any additional payments towards the same.

7. Server & storage requirements, if any, for the migration activity shall be met by the Purchaser.

E. Training

User Training : Training to all licensed user on Basic Modules of O365, usage, file / mail handling, saving / retrieving from cloud.

Admin Training : Training to Purchasers IT team for hands on Experience on O365 User Admin, Team Admin, System Admin, AAD, covering technical areas.
No Additional charges to be taken for this service.

The Bidder shall impart knowledge of preventive steps in handling mails to prevent phishing attacks.

The Bidder shall clearly state the spam traps (honey pot and E-mail traps), if required, to detect the spam and phishing attack.

Detailed training methodology, schedule, duration, venue etc. shall be finalized in consultation with the purchaser.
Manuals in Soft form to be provided

F. Explored Option of Archive / Back up, Restore Tool and Service

Archive / Backup and Restore On-Premise or Cloud is Needed for Both Existing mail box and Mail Box Going Forward after Using O365 .

The IA will be required to perform the following activities related to back up and restore on Premise if decided
   a. Co-ordinate with existing DC SI Agency.
   b. Incremental back up (only the delta Changes) shall be taken at SAN as well as into tape every day.
   c. Monthly cold back up shall be taken into tape.
   d. At any time if required the data shall be restored to the user mail box.
   e. Restoration check and data integrity check shall be done
   f. Standard back up and restoration procedure shall be followed.
   g. Any further changes if arises shall be communicated by OPTCL.

   • The IA will Plan and submit the Plan for utilizing existing DC Infrastructure for backup and restore.
   • Install and configure Backup Software required.
   • Provide Admin user facility to designated users of OPTCL to view the status of services and find out when maintenance is scheduled.
   • Plan and submit the BOM for further requirement of Server / Storage for the above purpose.

For the above activities the Bidder will submit BOM for Software, Usage / Access License, Storage requirements and / or Add-on Subscription License of Microsoft for Archiving.

G. OEM Service Delivery

The OEM shall achieve and maintain the Service Levels for each Service as described in the most current version of Service Level Agreement for Microsoft Online Services

https://www.microsoft.com/licensing/docs/view/Service-Level-Agreements-SLA-for-Online-Services

The OEM shall ensure an uptime of 99.9% failing which suitable service credits should be provided as specified in the Microsoft Online Services SLA. Refer SLA at Clause L

H. OTMA Support

a) Server Side Support for Migration, Set up, Configuration, Maintenance of Mail Server

b) Activities like but not limited to User Id creation, deletion, modification, mail configuration, add / remove group membership, mail routing & mail delivery permission, mail tracking, service management, archival management and security management shall be in the scope of support.

c) The IA should provide predefined change mechanism for onsite resources so that the transition, if any, can be smooth

d) IA will deploy on-site technically qualified and experienced resources for fulfilment of SLA on this Scope of Work

e) Provide Admin user facility to designated users of OPTCL to view the status of services and find out when maintenance is scheduled. Service health information shall also be available at any time by signing in to the portal.

I. End User O365 Support

IA will provide support for the Cloud solution offline and / or online, deploying Help Desk Support Personnel. An indicative list of activities to be provided is mentioned below:
- Support to ensure Smooth running of Cloud Solution with the availed apps, resolving Operational and technical issues regarding the solution
- Help OPTCL in Trouble Shooting, End user issues in Using availed O365 Apps
- Other software related issues arising during day to day operations including license management among users
- The IA will monitor the delivery of the service and submit service outage reports along with service credits as offered by Microsoft.
- Escalation Matrix should be in place and provided to OPTCL for unresolved issues.
- The minimum qualification of the helpdesk associates should be minimum Graduation with computer skills.
- The bidders should be responsible for payment to the associate in compliance to the labour laws.
- Issues pertaining to network and hardware viz. Desktops/ Mobile devices/ on- premises server will be out of the SLA and will be OPTCL's responsibility.
- A Service Health Dashboard provided by either Microsoft or the IA should be available for monitoring the service
- The IA can use the Help Desk tool of OPTCL for recording issues relating to O365 solution , resolution status thereof.
- IA shall have Back to back support arrangement with the Microsoft and it would be the responsibility of the IA to co-ordinate with Microsoft for early resolution of issues.

J. Exit Policy

In the event of completion of the contract in normal course or on termination of contract, IA shall shift the data(in .pst or other compatible Microsoft Archived Data) back to OPTCL's or any of its designated 3rd party's on-premise/ cloud hosted infrastructure. The IA should sort out operability issue, if any, for smooth shifting of such data.

The IA shall shift the data back to OPTCL's or any of its designated 3rd party's on-premise/ cloud hosted infrastructure as per the following schedule: **On Quarterly basis OR on completion of the contract in normal course or on termination of contract.**

K. Solution Delivery and Implementation Schedule:

The IA shall be required to deliver and implement the solutions as per following time line failing which price reduction as mentioned below shall apply

- Time   T=Date of respective letter of Award
- Component are A, B, C, D, E Tendered Items in the Price Bid
- Mile Stone Schedule: Please refer below
- Price Reduction Schedule: Please refer below

Item	Component Name	Description	Payable %	Time Line in Days	Mile Stone Schedule	Price Reduction Schedule
1	2	3	4	5	6	7
Subscr Cost	A , B	License Subscription Cost for 1st Year	60% of Annual License Cost (A+B)	T+15	M1	P1
One Time Migration Activity (OTMA)	C	OTMA Setup Activity	40% of Annual License Cost (A+B) plus 50% of (70% of C i.e OTMA Cost)	T+45	M2	P1
	C	OTMA Data Migration Activity	Balance 50% OTMA Cost (70% of C i.e OTMA cost)	T+120	M3	P1
	C	Training Activity			M4	
1st ,2ND , 3rd year	D	Back up tool and services (future requirement)	Proportionate at the end of each year		M5	P2
2ND, 3rd year	A, B	License Subscription Cost	Quarterly post payment (A+B)	Beginning of the each quarter+ 15 days	Proof of license delivery	P1
2nd 3rd Year	C	OTMA Support Activity	15% (30% of C i.e OTMA Cost) at the end of 2nd & 3rd year		M6	P2

Year	Schedule	Milestone Detail	Payment	Timing	Module	P
1st 2nd 3rd Year	E	End User O365 Support (future requirement)	1/3rd of Support Cost E at the end of each year		M7	P2
1st Year	F	License Subscription Cost (future requirement)	60% of Annual License Cost (F)	T+15	M1	P1
			40% of Annual License Cost (F)	T+45	M2	P1
2ND , 3rd year			Quarterly post payment (F)	Beginning of the each quarter+ 15 days	Proof of license delivery	P1

Mile Stone and Deliverable for Payment

Schedule	Milestone Detail	Module in Scope of Work	Deliverable For Payment
M1	1. Delivery of Microsoft Office 365 Licenses (Adding of licenses to VLSC portal) 2. signing of Enterprise Agreement of Subscription	A	**1.**Proof Of License Delivery (mail or other) **2.** Submission of Contract Agreement **3.** Submission of MS EAS
M2	On-boarding of all users and configuration of authentication in AAD	B C D	Mile stone Completion Certificate from Authorized Officer / Committee of OPTCL
M3	Completion of Migration of mail boxes of all users from Round Cube		
M4	On Completion of Trainings	E	Training Completion Certificate From Authorized Officer / Committee of OPTCL
M5	Back up, Restore Tool and Service	F	**On-Premise** SLA Score of Minimum 88 and Proof Of License Delivery (mail or other) of the Software Tool, MS License **Only On-Cloud** Proof of License Delivery (mail or other) of MS License

M6	OTMA Support Activity Server Side	G	-do-
M7	End User O365 Support	H	-do-

Price Reduction Schedule
P1

If the IA fails to Complete the milestone / deliverable within the schedule mentioned in **Solution Delivery and Implementation Schedule** for each component, including Milestone time extension, if any, granted with waiver of Price Reduction Schedule, the Purchaser shall recover from the implementing agency, **Price Reduction for a sum of half per cent (0.5 per cent) of the Taxable Value of the Payable % (Col 4) against this component in Solution Delivery and Implementation Schedule for each calendar week of delay or part thereof**. For this purpose, the date of receipt of acceptance of Milestone Certificate shall be reckoned as the date of Completion.

The total amount of Price Reduction Schedule shall not exceed five per cent (5%) **of the Taxable Value of the Payable % (Col 4) against this component in Solution Delivery and Implementation Schedule**

P2

If the IA fails to provide Service Support within the Service Level Mentioned **Mile Stone and Deliverable for Payment** above, including SLA Exemption, if any, granted with waiver of Price Reduction Schedule, the Purchaser shall recover from the implementing agency, **Price Reduction for a sum of half per cent (0.5 per cent) of the Taxable Value of the Payable % (Col 4) against this component in Solution Delivery and Implementation Schedule for every 2 point fall from SLA**.

The total amount of Price Reduction Schedule shall not exceed five per cent (5%) **of the Taxable Value of the Payable % (Col 4) against this component in Solution Delivery and Implementation Schedule**

L. Performance Measurements

Monitoring, tracking and providing reports on performance parameters as described in this clause during the Warranty and Support period

Providing services based on timelines and completion of the same as indicated in the RFP or as per the mutually agreed terms.

Type of support mode:

The proposed type of Support and mode to be provided by the IA.

Support mode	Description	Remarks
Helpdesk	Resolution of issues through Helpdesk system of OPTCL or Using any Issue tracker app / Service Desk app of Microsoft	

| Call | Call the specific OPTCL CUG number of the user for logging any issue, follow up or escalation | |
| Direct Support from OEM | A provision to raise issues or complaints related to the cloud services directly with the OEM shall also be made available | |

Service Level Agreement

IA Support Service Level   **Format for Certification**

Month & Yr				
Support Type End User / Server Side	Description	IA Response Time	MS Support Transfer	Issue Resolved Status
Certify SL	Satisfactory	Need Improvement		Poor
Rating	8	4		-2
			Signature of OPTCL Representative	

Annual SL = (no of Months x 8) + (no of months x 4) – (no of Months x2)

The designated officer of OPTCL will certify the Service Level.

Microsoft Service Level

a) Monthly Uptime Percentage:
"Downtime" is defined for all the Microsoft Services. Downtime does not include Scheduled   Downtime.

"Incident" means (i) any single event, or (ii) any set of events, that result in Downtime.

"Scheduled Downtime" means periods of Downtime related to infrastructure or Service maintenance or upgrades. Microsoft / Bidder shall publish notice or notify purchaser at least five (5) days prior to the commencement of such Downtime.

"Service Level" means the performance metric(s) set forth in this SLA that all parties agree to meet in the delivery of the Services.

This includes SLA of Microsoft
https://www.microsoft.com/licensing/docs/view/Service-Level-Agreements-SLA-for-Online-Services

"User Minutes" means the total number of minutes in a month, less all Scheduled Downtime, multiplied by the total number of users.

"Service Credit" is in the form of service time (i.e; days) that is granted by Mircosoft as an extension of the tenure of subscription rather than reduction in fees or payments.

The Applicable "Service Credit" should be credited in favour of OPTCL, as per MS Service Credit Claim
https://docs.microsoft.com/en-us/partner-center/request-credit

The Monthly Uptime Percentage for Microsoft Service would be calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident

b) Monthly Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

SECTION-4: Commercial Terms and Conditions

01.	Contract Documents	1.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. Contract document covers, TENDER document, bidders offer, letter of award, correspondences between the Odisha Power Transmission Corporation Limited and Bidder(s).
02.	Definition	2.1 "**The Purchaser**" shall mean the ODISHA POWER TRANSMISSION CORPORATION LTD. or OPTCL.
		2.2 "**e-TENDER**" i.e. "e-Tender Document" shall mean the document consisting of ITB, BID Data Sheet, Eligibility Criteria, Scope of Works, Bid Evaluation Methodology, Bidding Forms and Contract Forms and .xls sheet floated in the website/tender portal of the **Purchaser** any amendments there to.
		2.3 "**Bid**" shall mean Techno-Commercial Proposal & PriceProposal in prescribed FORMS in the Attach.pdf and .XLS sheet uploaded in the tender portal of the OPTCL in pursuance to TENDER document.
		2.4 "**Bidder**" shall mean the intending bidder(s), who meets the eligible criteria and fulfill the e-tender conditions participating in the e-tender floated by OPTCL for Supply of Microsoft Office 365 Cloud Software-as-a-Service & Implementation in OPTCL technical specification including support services and shall include his heirs, legal representatives, successors and permitted assigns.
		2.5 "**LOA**" i.e. "Letter of Award" shall mean the official notice issued by OPTCL notifying the Bidder that his bid proposal has been accepted and it shall include amendments thereto, if any, issued by OPTCL
		2.6 "**IA**" means Implementing Agency, i.e the Successful bidder on whom LOA is placed for this tender for Supply of Microsoft Office 365 Cloud Software-as-a-Service & Implementation in OPTCL and included hid heirs, legal representatives, successors and permitted assigns.
		2.6 "**Month**" shall mean the calendar month and "**Day**" shall mean the calendar day.

		2.7 "**Contract**" shall mean the agreement signed by the Successful Bidder and Purchaser authorized representatives covering "the CTC, Scope of Works, Techno-Commercial Bid & Price Bid submitted by theBidder, Correspondences and Letter of Award" including amendments and clarifications thereto, if any, issued by OPTCL
		2.8 "**Effective Date of the Contract**" shall mean the date of issue of Letter of Award for "Supply of Microsoft Office 365 Cloud Software-as-a-Service & Implementation in OPTCL"
		2.9 "**Contract Period**" shall be from the date of issue of Letter of Award till the closure of the project i.e 3 years and extensions, if any.
		2.10 "**Other Terms & Expression**" Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act (1872) and failing that in the ODISHA General Clauses Act (1897) including amendments thereof, if any.
		2.11 "Entity" means OPTCL,SLDC,GRIDCO
		2.12 "SLA" – SLA means Service level Agreement
03.	Patent Rights etc.	**3.1** Any dispute arising in respect of copy right act for implementation of MS Office 365 shall be the responsibility of the Supplier and the purchaser in no way shall be held responsible in any form or court of law in this regard.
04	Supplier's Obligation	**4.1** The Supplier is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser during the Implementation activities.
		4.2 The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life during installation and commissioning activities. The Supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.
		4.3 The Supplier is responsible for managing the activitiesof its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.
		4.4 The Supplier will treat as confidential all data andinformation during the execution of his responsibilities and will not reveal such information to any other partywithout the prior written approval of the Purchaser.
5	Contract's Default Liability	**5.1** The purchaser may upon written notice of default to the Supplier terminate the contract in circumstances detailed here under. i. If in the judgment of the purchaser, the Supplier fails to make delivery of the license and completion of the milestones withinthe time specified in the contract or within the period for which

		extension has been granted by the purchaser, to the Supplier.
		ii. If in the judgment of the purchaser, the Supplier fails to make delivery of the license and completion of the milestones with any of the other provisions of this contract.
		5.2 In the event the purchaser does not terminate the contract, Supplier shall continue the performance of the contract, in which case he shall be liable to the purchaser for price reduction for delay as set out in Section–4 Payment Terms, until the solution is accepted. Execution of the contract under such circumstances shall however be on express written willingness of both the parties.
6	Extension of Time	6.1 If the completion of the Milestone is delayed due to reasons beyond the control of the Supplier, the Supplier shall without delay give notice to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice may agree to extend the contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract.
7	Price quotation	7.1 The bidder is requested to quote their FIRM price only for each individual item covered under schedule of requirement. No price variation shall be entertained at any time during the contract period.
		7.2 All prices quoted must be firm and valid for 180 (Onehundred and eighty) days from the date of opening of the Techno-commercial bid.
		7.3 Wherever the issue of foreign exchange is involved due toimport of materials from a country other than India, the same shall be paid by the Supplier. Import License, marine freight, insurance, customs duty, surcharge, port handling and clearing charges etc. all shall be Suppliers account and purchasers shall not be responsible in any way in this regard. All such costs shall be presumed to have been included in the quoted unit prices.

8 **Terms of Payment**

8.1 Refer Solution Delivery and Implementation Schedule:

Documents Needed

1. Bills in Quadruplet
2. Bank Guarantee as Per clause 9 below
3. License Delivery Proof
4. Milestone Completion / SLA Certificate from authorized representative(s) of OPTCL
5. Any other documents as required by Paying Officer.

	8.2	**Price Reduction Schedule** Please Refer Price Reduction Schedule at Page 28
	8.3	Paying Officer. DDO OPTCL HQrs Janpath Bhubaneswar 22

	8.4	The purchaser may apply Price Reduction schedule on the PBG submitted, in case there is no payment due to the bidder
9	9.1	**Performance Security** 1. The selected bidder is to submit a Performance Bank Guarantee a) in the Format of PBG annexed at Section V of this e-tender, b) from any Nationalized/Scheduled Bank, c) within 30(thirty) days from Date of LoA, d) for a value equivalent to 03% of the contract value, e) executed in a non- judicial stamp paper worth of Rs.100/- (RupeesHundred) only subject to change as per ODISHA Stamp Duty Act . The Performance Bank Guarantee will be valid for a period of 38 months or for the extended period on account of Project Delay if arises. 4. The PBG is to be submitted to Chief General Manager (IT) OPTCL. 5. The selected bidder shall be responsible for extending the validity date and claim period of the PBG as and when it is due on account of non-completion of the project period. 6. In case the selected bidder fails to submit PBG within the time stipulated, the purchaser at its discretion may cancel the order placed on the selected bidder after giving prior written notice to rectify the same. 7. OPTCL shall invoke the PBG in case the selected bidder fails to discharge their contractual obligations during the period. 8. The forfeiture of the Performance Bank guarantee shall not in any way affect, limit or extinguish any remedy or relief to which the above authority may at any time be lawfully entitled.
10	No Deviation Certificate	10.1 The Supplier needs to submit a No Deviation Certificate as per the format given in *Form-4.*
11	Jurisdiction of the Contract	11.1 Suits, if any, arising out of this contract shall be filed by either party in a court of law to which the jurisdiction of High Court of ODISHA extends.
12	Supplier's Responsibility	12.1 Notwithstanding anything mentioned in the specification or subsequent approval or acceptance of the purchaser, the ultimate responsibility for completing the milestones rests with the supplier.
13	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: I. Submitted the bid documents after the response deadline. II. Made misleading or false representations or suppressed relevant information in the bid proposal (including documents, forms, statements, attachments, presentations, etc.) submitted as proof of the eligibility requirementsor as part of their proposal. III. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delayingcompletion or financial failures, etc. in any

		project in the preceding three years.
		IV. Submitted a proposal that is not accompanied by required fee / deposit money as necessary.
		V. Failed to provide clarifications, non-responsive and/or substantive responses, when sought.
		VI. Submitted more than one bid individually.
		VII. Declared ineligible or blacklisted by the Government of India ("GoI"), State Government or any other Government owned agency including quasi-Government sector organization or company, for corrupt, fraudulent practices or reasons related to non-performance in an engagement.
14	Force Majeure	14.1 The Supplier shall not be liable for any price reduction 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.
15	Contract Agreement & NDA Sign	15.1 The successful bidder shall submit the Contract Agreement Form and Non-Disclosure Agreement Form as at Section 6 Annexures below within 10 working days after issue of LOA.
16	Legal Address of the Purchaser	16.1 Chief General Manager (IT), Orissa Power Transmission Corporation LimJanapath, Bhubaneswar – 751022. Orissa, India. Email : cgm.it@optcl.co.in

DISCLAIMER:

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

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

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

Detailed Time Table for the various activities to be performed in e-tendering process by the Bidder for quoting their offer is given in this Tender Document under Bidding Schedule", Bidder should carefully note down the cut-off dates for carrying out each e-tendering process / activity. Every effort is being made to keep the Tender Portal up to date and running smoothly 24 x 7 by the OPTCL and the Service Provider. However OPTCL/Service Provider takes no responsibility, and will not be liable for, the Tender Portal being temporarily unavailable due to any technical issue at any point of time.

In that event OPTCL will not be liable or responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this Tender Portal.

Bidders must follow the time table of e-tendering process and get their activities of e-tendering processes done well in advance so as to avoid any inconvenience due to unforeseen technical problem if any.

OPTCL will not be responsible for any incomplete activity of e-tendering process of the Bidder due to technical error/ failure of Tender Portal and it cannot be challenged by way of appeal, arbitration and in the Court of Law.

SECTION-5: BIDDING FORMS

Form 1 Company's Financial Information

(To be submitted on Firm's Letter Head)

Kindly provide the following details for the Firm:

1. Name o f t h e   Firm

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

Particulars	FY.2019-20	FY. 2020-21	FY.2021-22
Annual Turnover of the firm from India Operations (Rs. in Crore)			

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

Signature of the Chartered Accountant: **Seal**

Full Name:

Name of the CA Firm:

Address:

Phone No:

E-mail Id:

 Note:

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

Form 2   TENDER Submission Sheet
(To be submitted on Firm's letterhead)

Bidder's Name & Address

To,

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

Sir,

Sub: Supply of Microsoft Office 365 Cloud Software-as-a-Service & Implementation in OPTCL

TENDER Reference No. _____

I,_____, (Bidder) herewith enclose the Techno-Commercial Proposal against the subject "e-Tender for Supply of Microsoft Office 365 Cloud Software-as-a-Service & Implementation in OPTCL".

I hereby accept and abide by the scope of Work at Section 3 and terms & conditions of the e-Tender unconditionally.

Yours faithfully,

Full name:
Address:

Telephone:
E-mail

Form 3 Orders Executed

The Bidder's relevant past experience should be provided as per the requirements specified for meeting eligibility criteria, and Techno-Commercial evaluation.

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 been closed.

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

Signature:_____   **Seal:**

FullName:_____ **Address**:_____

_____ _____ __

Form 4 TECHNO-COMMERCIAL DEVIATION

Bidder's Name &

AddressTo,

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

Dear Sirs,

Sub: NO Deviations / Deviation to the Scope of Work, Milestone Schedule

We hereby undertake that with / without any deviation to the Scope of Work Milestone Schedule in the TENDER to execute Supply, Implementation.

NIT	TENDER Reference	Deviation to the Scope of Works in the TENDER.

Date: (Signature of the Bidder)

Place: (Printed Name) ……………….

                                         (Designation) …………………..

                                         (Common Seal) …………………

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

Form 5 Acceptance of Important Terms & Conditions

Bidder's Name & Address

--------------------------- - - -

To,

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

Sub.:--

With reference to your TENDER No. --------------------- dated -----------------
for "Supply of Microsoft Office 365 Cloud Software-as-a-Service & Implementation
in OPTCL ", where by confirm that we have read the provisions of the
following clauses and further confirm that notwithstanding anything
stated elsewhere to the contrary, the stipulation of these clauses of
TENDER are acceptable to us and we have not taken any deviation to
these clauses:
a) Terms of Payment:

b) Bid Security Declaration:

c) Contract Performance Bank Guarantee:

d) Liquidated Damages for delay in Completion:

e) Deliverables:

f) Bid Validity Period:

g) Price Basis:

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

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

Form 6   Bid Security Declaration

Bidder's Name & Address

--------------------------- - - -

To,

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

Sub.:------------------ - - - - - - - - - - ---

With reference to your TENDER No. ---------------------- dated ------------------ for "Supply of Microsoft Office 365 Cloud Software-as-a-Service   & Implementation in OPTCL ", I,_____, (Bidder) herewith confirm that the bids submitted is not modified and is not going to be withdrawn as per the conditions of tender document.

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

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

Form 7 Reverse Auction Process Compliance

(To be incorporated in the bid document).

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

To,

> Chief General Manager (IT),
> OPTCL
> Janpath, Bhubaneswar-751022,
> Odisha.

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

Sir,

This letter is to confirm that:

• The undersigned is authorized representative of the company.

• We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in your tender and confirm our agreement to that.

• We also confirm that we have gone through the auction manual and haveunderstood the functionality of the same thoroughly.

• We, hereby, confirm that we will honour the Bids placed by us during thetendering/ e- Reverse auction process as called as e-RA.

• We also confirm that we will accept our Rank / Position that will be displayedwhen the Bidding Time for the Online Reverse Auction is over.

With regards,

Signature with Designation with company seal Name & Address

Person having power of attorney for the subject package.

FORM 8   NO-OWNERSHIP CHANGE DECLARATION

To:

Chief General Manager (IT),

OPTCL

Janpath,

Saheed Nagar, Bhubaneswar- 751 022

TENDER NOTICE NO............................ For "Supply of Microsoft Office 365 Cloud Software-as-a-Service   & Implementation in OPTCL ."

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)

Form 9   Technical Bid Form
Feature Requirements in Microsoft Office 365 Cloud Services

All the Technical Specifications below are to be complied by the bidder. Bids not complying to one or more specifications below will be liable to be rejected.

SL #	Compliance Required	Yes / No	Doc/Online Resource Proof
1	**Data use in Advertising**		
	No Advertising products shall be built out of entity data or scanned documents or email. Browser analytics should be gathered in the Microsoft Online Portal for aggregate site usage by users.		
2	**Data Mingling**		
	Entity data should be kept physically and logically separate from consumer services.		
3	**Data Portability**		
	i. Purchaser shall be owner of its data, and shall retain all rights, title and interest in the data stored with Microsoft Office 365. Purchaser reserves its right to download a full copy of its data at any time and for any reason, without any assistance from Microsoft.		
	ii. Upon Office 365 subscription expiration or termination, Purchaser should be provided with at least 90 days of access to export data.		
4	**Data Limits**		
	i. Purchaser's data should not be accessed for administration unless explicitly requested for operations and troubleshooting.		
	ii. Normal personalization or communications concerning tips and advice should have no access to Purchaser's data.		
	iii. Account information only must be accessed for purchase and billing questions.		
	iv. Should not voluntarily provide law enforcement access to Purchaser's data and request for the same, if any, should be redirected to the Purchaser.		
5	**Administrative Access**		
	i. Access to Purchaser's data should be strictly controlled and logged and sample audits should be performed both by Microsoft and third parties to test that access is only for appropriate business purposes.		

		ii. Limited key personnel only of the Operations Response Team may access Purchaser's data only as needed and by exception. Support, Engineering, and others should have no access to the data.		
	6	Data and Information Security		
		CSP shall ensure: i. Data integrity management.		
		ii. To provide full disclosure regarding security practices and procedures as stated in their SLAs, if a public Cloud.		
		iii. Specific identification of all controls used during the data lifecycle.		
		iv. Appropriate controls should be defined and enforced so as to verify the location of data. Under no circumstances the data can leave the boundaries of the Country.		
		v. To determine who should access what data, what their rights and privileges are, and under what conditions these access rights are provided and maintain a "Default Deny All" policy.		
		vi. To define and identify the data classification. CSP to enforce the Purchaser's access requirements based on data classification.		
		vii. To encrypt data at rest and encrypt data in transit.		
		viii. To share what compartmentalization techniques are employed to isolate Purchaser data from other customer's data.		

		ix. Sharing of encryption management with Purchaser on multi-tenant storage.		
		x. Understand the logical segregation of information and protective controls implemented.		
		xi. Understand Cloud provider policies and processes for data retention and destruction and how they compare with internal organizational policy.		
		xii. Perform regular backup and recovery tests to assure that logical segregation and controls are effective.		
		xiii. Ensure that Cloud provider personnel controls are in place to provide a logical segregation of duties.		
		xiv. To provide Forensic Investigation Support as and when required by the Purchaser.		
		xv. To comply with Purchaser's Recovery Time Objective (RTO)/ Recovery Point Objective (RPO) requirement and retention policy. If required by regulators/ court/ police/ any investigation, CSP should maintain the subject data on permanent basis		
	7	Solution and Process security		

		The Solution and all its constituent components should comply with following: i. Meet the requirements for zoning security, and prevent direct access from the user interface layers to the database layers. It needs to follow a multi-tier deployment model to achieve this.		
		ii. Conform to Open Web Application Security project guidelines on web application security, including protection against SQL injection, cross- site scripting, data validation for special characters etc.		
		iii. Conform to applicable security guidelines from relevant standards. E.g. ISO/IEC 27017, ISO/IEC 20018.		
		iv. The executable files and the source code need to be secured from unauthorized access and possible theft.		
		v. If deployed on the Cloud using native multi- tenancy features, privacy of data across tenants or entities needs to be ensured through appropriate access control mechanisms		
		vi. Should clearly log business errors and technical errors separately to support separation of duties between business users and Data Centre Operator.		
		vii. User access to sensitive data needs to be controlled Should comply with Purchaser's password management policy as mentioned in Purchaser's Information Security Policy.		
		ix. Features like session timeouts and restricting logins to office hours should be implemented to enhance security.		
		x. Should clear sensitive data like passwords from memory immediately after it is processed.		
		xi. Support for definition of users, roles, and exception management functions, is to be ensured.		
		xii. Ensure well-defined user interfaces to avoid manual database updates or queries.		
	8	APIs and Data Integration		
		i. For integration with external applications, The Solution needs to have well defined APIs and that only authorized applications can invoke such APIs.		
		iii. The Solution must have audits to log all transactions and important non transactional activities. 3 months audit logs will be available by default. To retain the audit logs for more than 3 months, SI should export the logs to a log management server separately.		
		iii. The Solution needs to implement maker-checker principle for activities like important business parameter updates.		

	iv. It should provide a mechanism to purge old data (after archival if required) while maintaining transactional integrity.		
	v. It should provide a well-documented mechanism, preferably a tool for reporting important errors and taking automated actions.		

9	Physical Security		
	The Cloud infrastructure including servers, routers, storage devices, power supplies, and other components that support operations, should be physically secured. Safeguards include the adequate control and monitoring of physical access using biometric access control measures and closed circuit television (CCTV) monitoring. A security plan for the physical environment should be implemented. Purchaser should have audit rights on complete physical setup. Data Center should have relevant standard certifications and accreditations.		
10	Logical Security		
	In a Cloud based environment where business critical data and information systems are coexisting at multiple places, logical security has a very important role in securing the data. To manage logical access, the Solution should have built-in multi-factor authentication access controls like username, password and/ or OTP, RSA Token, Biometric Authentication etc.		
11	Legal Issues		
	There are various laws like Information Technology Act, Data Privacy Act, Data Retention Directive, E-Privacy Directive, E-Commerce Directive, The Computer Fraud and Abuse Act 1984, Digital Millennium Copyright Act 1988 will be applicable to Cloud service providers and also the customers of the Cloud service. It will be mandatory to protect the data privacy as per Indian Data Privacy Law. CSP should comply with all such laws in existence currently or introduced in future by the Govt. agencies or any other regulatory body.		

12	Overall Service Security		
	The Exchange Online Protection in the offered Cloud Product shall provide protection against all email threats, including spam, spyware, phishing, Denial of Service, Directory Harvest Attacks, Virus attacks, Mass Mailer Attacks etc for all inbound and outbound traffic from Internet and from Mail Server.		
13	Service Up-time		

	The SaaS service to be backed by an SLA guarantee-ing uptime of 99.95% +			
14	**Certifications**			
	The solution is based on Cloud Certifications for e.g.SAS70, ISO 27001 , SSAE16 , CSA STAR, ISO 27018 - GDPR , certification for NOC, development and production environment			
15	**Integration**			
	The offered solution must be on cloud- SAAS and easy integration with all Office 365 cloud services elements without customer investing anything on the infrastructure.			
16	**Cloud Service**			
	The offered solution shall be security hardened platform available on the cloud and be available as a service.			
17	**Whitelisting and Blacklisting**			
	The offered solution shall support User level and domain level white listing and blacklisting.			
18	**Whitelisting/ Blacklisting policy**			
	The offered solution shall apply Whitelisting/Blacklisting policy globally on system level which shall be managed centrally.			
19	**Quarantine access**			
	The offered solution shall describe end user self- service features for the configuration of Spam controls, White listing and Black listing, Quarantine access, Spam threshold management. Only administrator can access the quarantine email boxes. But , Notifications can be triggered to end users			
20	**Content Analysis**			
	The offered solution shall be capable to do content analysis.			

21	**Mail Security**			
	The Bidder shall indicate the compliancy of the offered solution with SMTP and ESMTP header, and the Bidder shall indicate that solution accepts both SMTP and ESMTP connection with full functionality of SMTP and ESMTP.			
22	**Other Security features**			
	The offered solution shall support TLS and S/MIME Encryption for MTA to MTA communications.			
23	The Bidder shall ensure the local list can include public IP addresses and allow to quickly adapt incoming and outgoing spam and phishing detection based on local environments.			
24	The offered solution shall support (Inbound and Outbound): IP reputation based on Received header. Extensive Heuristic Spam Filters.			

		Update Heuristic Rule Dynamically. Attachment Content filtering Content fingerprinting Deep Email Header Inspection Spam URI Real-time Block List (SURBL) Banned Word Filtering Spam Image Analysis Scanning . Hide/Block Images from Untrusted Sources 3rd Party RBL and DNSBL support (m)Forged IP Checking . Bounce Address Tag Validation (BATV) . Sender Policy Framework (SPF) . Domain Keys		

		(r) Malformed attachment detection(s) Anti- malware policy configuration capabilities(t) Following denial-of-service protection) Denial of service (mail bombing) Recipient address attack) Reverse DNS check (anti-spoofing)x) should support DLP for all the incoming(E3 Plan) and outgoing mail traffic) should support URL filtering) should have an option to support email spooling.		
		Solution should be able to provide the report export capability along with drop and drag capabilities for ease of management		
	25	Filtering Spam		
		The Bidder shall clearly mentioned the action taken for infected message such as: (a) Drop the message silently (b) File the message to a filter such as "spam", (c) Tag the messages such as subject Add header		
		The Bidder shall mention the action based on email addresses, IP addresses, or domains.		
		The Bidder shall clearly state the effectiveness in percentage for Spam and Phishing detection provided by the offered solution.		
		The offered solution shall include all module of the engine to provide optimum accuracy, feature and performance.		
		The offered solution shall be able to scan and block new type of spam and phishing message.		
		False positives are legitimate messages incorrectly identified as spam; the Bidder shall clearly mention the percent of false positives.		
		The offered solution shall enable both end users and administrators to report/submit false positives and false negative.		
		The Bidder shall ensure that the solution shall analyze each submitted message and tunes the spam/phishing filters accordingly to prevent future occurrences.		
	26	Definition Updates		
		The Bidder shall indicate the mechanism used for spam and phishing update, whether it is PULL or PUSH.		

	The offered solution shall handle Automatic update for new definition with the mechanism specified.		
27	URL filtering		
	The offered solution shall be capable of knowing an outbreak like behaviour or any new code/URL which could be used for email security threats and phishing.		
28	Sandboxing		
	Must support multi engine sandbox		
29	Data Backup		
	Data Backup Strategies and retention and recovery cycles of the data		
30	Unique Features if any		
	Bidder may give Unique features of the proposed solution		

Authorized Signatory of the Bidder with Seal &
Date: Place:

Form 10   Price Bid Format

a.   The bidder should fill-up the schedule properly and in full in Excel file in e-tender mode. The bidder should fill up the schedule properly in full. The bid will be rejected if the schedule of price is submitted in incomplete from. No post tender correspondence will be entertained on break-up of prices.
b.   The bidder shall give an undertaking in Part-I of the bid that any implication of lower Tax and Input Tax Credit benefit have been fully passed on to the purchaser as per anti-profiteering and other provisions under GST laws while quoting the bid price.
c.   Conditional offers not acceptable
d.   Purchaser reserves the right to implement the "Solution" with any combination of individual components post price discovery.

SEE NEXT PAGE

ODISHA POWER TRANSMISSION CORPORATION LIMITED		
Tender Notice No	**TW-IT/OT/04/2022-23**	
Tender Specification No		
Price Bid Form		
Bidder's Name & Address:		

PRICE BID for Supply of Microsoft Office 365 Cloud Software-as-a-Service and Implementation in OPTCL :

Sl. No	Description	Quantity in Nos	Unit Cost Per annum	Total Cost Per annum	GST in amount	GST percentage	Total Cost Per annum (inc GST)	Total Price for 3 years (inc GST)
		(a)	(b)	(c)=(a)*(b)	(d)	(e)= (d)/(c)*100	(f)= (c)+(d)	(g)= (f))*3
A	Microsoft Office 365 E3 License Subscription Cost including OEM Support and Service	264		0		#DIV/0!	0	0
B	Microsoft Office 365 F3 License Subscription Cost including OEM Support and Service a) Employees : 1056 b) Offices, Branches, Projects, Comm: 526	1582		0		#DIV/0!	0	0
	Sub Total 1						0	0
C	One Time Migration activity of existing mail solution to new MS Mail Solution, Setup, Operation and Support(Server Side)	Lumpsum				#DIV/0!		0
	Sub Total 2						0	0
	Grand Total							0
Price Discovery for Future Requirement								
	Backup Tools / Software including backup service To be provided by IA In case On Premise Backup or On Cloud Model is Planned							
D	3rd Party Software Tool for On Premise Backup, restore	Lumpsum				#DIV/0!		0
	Setup & Support for On Premise Back up, Restore	Lumpsum				#DIV/0!		0
	Microsoft Plan Exchange Online Archiving	1582				#DIV/0!	0	0
	Sub Total 3							0
E	End User O365 Support for 3 years	Lumpsum				#DIV/0!		0
	Sub Total 4						0	0

F	**Additional Licenses**							
	Description	Quantity in Nos	Unit Cost Per annum	Total Cost Per annum	GST	GST percentage	Total Cost Per annum (inc GST)	Total Price for 3 years (inc GST)
	Microsoft Office 365 E5 License Subscription Cost including OEM Support and Service	10				#DIV/0!	0	0

Form 11   Contract Form

(To be executed on non-judicial stamp paper of <mark>Rs. 100/-</mark>)

CONTRACT NO.

THIS CONTRACT made the _____day of_____ 2022, between ODISHA POWER TRANSMISSION CORPORATION LIMITED (OPTCL) represented by the CGM (IT) OPTCL Hqrs, Bhubaneswar (hereinafter "**OWNER**" which expression shall include its successor, administrator and assigns), of the one part, and M/s _____represented   by   the   ………………….,   <Address) at_____(Hereinafter "**the firm**" which expression shall include its successor, administrator and assigns), of the other part:

1. **WHEREAS OWNER** invited bids for Supply of Microsoft Office 365 Cloud Software-as-a-Service & Implementation in OPTCL and has accepted a Bid by the firm, against which contract has been awarded   by   the   OWNER   for …………………………..vide LOA No_____dated_____for   the estimated Contract Value for the sum of Rs_____ (Rupees…………………………………………Only)   (hereinafter "the   Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.

3. In consideration of the payments to be made by OWNER to the Firm as indicated in this Contract, the Firm hereby covenants with OWNER to provide the Supply & Services and to remedy defects therein in conformityin all respects with the provisions of the Contract.

4.   OWNER hereby covenants to pay the Firm in consideration of the provision of the Supply &Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. This agreement shall be subject to jurisdiction of the Hon'ble High Court of Odisha and Courts at Bhubaneswar to the exclusion of all other Courts.

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

For & on behalf of OWNER:

Name:…………………………………………………………

Designation: ………………………………………………

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

For & on behalf of the Firm:

Name:……………………………………………………………………………………
Designation:……………………………………………………………………………

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

In the Presence of

1. Witness – 1	1. Witness – 1
(Name & Address)	(Name &Address)
2. Witness – 2	2. Witness – 2
(Name & Address)	(Name & Address

NON - DISCLOSURE AGREEMENT

(To be filled on non-judiciary stamp paper)

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

OPERATIVE PROVISIONS

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

4. Immediately upon the written request by the Disclosing Party at any time, the Receiving Party will return to the Disclosing Party all Proprietary Information and all documents or media containing any such Proprietary Information and all copies or extracts thereof, save that where such Proprietary Information is a form incapable of return or has been copied or transcribed into another document, it shall be destroyed or erased, as appropriate.

5. The Receiving Party understands that nothing herein requires the disclosure of any Proprietary Information or requires the Disclosing Party to proceed with any transaction or relationship.

6. The Receiving Party further acknowledges and agrees that no representation or warranty, express or implied, is or will be made, and no responsibility or liability is or will be accepted by the Disclosing Party, or by any of its respective directors, officers, employees, agents or advisers, as to, or in relation to, the accuracy of completeness of any Proprietary Information made available to the Receiving Party or its advisers; it is responsible for making its own evaluation of such Proprietary Information.

7. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity, nor enforceability of the remainder of this Agreement shall be affected. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party. This Agreement may not be amended for any other reason without the prior written agreement of both Parties. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect here to.

8. This Agreement shall be governed by the laws of the jurisdiction Odisha High Court, Cuttack and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory.

[**Disclosing Party**]   [**Receiving Party**]

By: Chief General Manager (IT), OPTCL   By: _____

Name: _____   Name: _____

Address: _____   Address: _____

Date: _____   Date: _____

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE (CPBG)

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

Ref No: …………………….

Bank Guarantee No. ……………………….

Date: ……………………………………

BG Amount: ……………………………

Validity Period: ………………………..

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

Whereas the ODISHA POWER TRANSMISSION CORPORATION LIMITED, Janpath, Bhubaneswar, a company constituted under the Companies Act-1956 (hereinafter called OPTCL) has issued Letter of Award (LOA) No……………………………… Dated… ....of Rs. ……………………………… for the purpose of …………… work under Package No   (Herein after called "the Agreement") to M/s. / Sri. ……………………………. , Address…………………… (herein after called the "Supplier") for <u>Supply of Microsoft Office 365 Cloud Software-as-a-Service   & Implementation in OPTCL</u> 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 Supplier on furnishing by the Supplier to OPTCL a Contract Performance Bank Guarantee (CPBG) of the value of <u>03%</u> 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 Supplier of the terms and conditions contained in the said agreement, on productionof 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. _____ Supplier 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 bankshall 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 Supplier 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 Supplier 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 Supplier and accordingly discharges this guarantee.

5. Unless a demand or claim under this guarantee is made on us or our Branch Office at Bhubaneswar Branch Name_____Branch Codede_____ Address_____in writing on or before_____(Date), we shall be discharged from all liability under this guarantee thereafter.

6. 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 saidSupplier(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 Supplier(s) and to forbear or enforce any ofthe terms and conditions relating to the said Bid and we shall not be relieved from our liability by reason of any such variation postponement or extension being granted to the said Supplier(s) or for any forbearance, act or omission on the part of OPTCL or any indulgence by OPTCL to the said Supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

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

8. 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.

9. We, the_____Bank (Name, Address & Code) further agree that this guarantee shall also be invokable at our place of business at Bhubaneswar Branch Name_____Branch Code_____Address_____ in the State of Odisha.

a. ~~Notwithstanding anything contained herein~~ **"Notwithstanding anything contained herein"** Our liability under the bank guarantee shall not exceed Rs _____(Rupees in words_____) only.

b) This Bank guarantee shall be valid up to_____.

a) We or our Branch at Bhubaneswar Branch Name_____Branch 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………………

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

The Bank Guarantee shall be accepted after getting

SFMS advice as per details below.

Format for SFMS details

(The Unique Identifier for field 7037 is "OPTCL541405793")

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

Note:

1. Supplier shall furnish single CPBG for the contract

2. Strikeout the portion which are not required.

3. In case a Supplier is a Joint Venture/Consortium, The CPBG shall be submitted by the Lead Partner mentioning the Name & Address of the Lead Partner & Other Partner.

Form 12   **OEM Authorization Form**

(To be submitted in OEM Letterhead)
To
The Chief General Manager (IT)
Odisha Power Transmission Corporation Ltd
Janpath
Bhubaneswar – 751022

Sub: OEM Authorization Letter

e-Tender Ref. No.   Titled "Supply of Microsoft Office 365 Cloud Software-as-a-Service & Implementation in OPTCL"

Dear Sir,

We, who are established and reputable manufacturers / producers of _____
having factories / development facilities at _____ do
hereby authorize M/s _____(Name and address of Agent) to
submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services
offered by the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and
information pertaining to the Products manufactured or distributed by the Supplier:

a. Such Products as OPTCL may opt to purchase from the Partner / Supplier, provided, that this
option shall not relieve the Partner / Supplier of any warranty obligations under the Contract;
and
b. in the event of termination of production of such Products:
i. Advance notification to OPTCL of the pending termination, in sufficient time to permit to
procure needed requirements; and
ii. Following such termination, furnishing at no cost to OPTCL, the blueprints, design
documents, operations manuals, standards, source codes and specifications of the Products, if
requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical
support and maintenance obligations required by the contract. Yours faithfully,

(Name)
Seal