



ଓଡ଼ିଶା ବିଦ୍ୟୁତ୍ ଶକ୍ତି ସଂଚାରଣ ନିଗମ ଲି.ଓ.

ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Government of Odisha Undertaking)

Regd. Office: Janpath: Bhubaneswar-751022.

Telephone: (0674) 2540051 (EPABX), Website: www.optcl.co.in

CIN:U4102OR2004SGC007553

E-Tender Notice

e-TENDER NOTICE No TW-IT/OT/05/2021-22

DATED: 03-12-2021

Bids on behalf of OPTCL in e-tender mode only are invited from eligible bidders for “Supply, Implementation, Training of Microsoft Project Plan 3(Cloud) Software” with an estimated cost of Rs. 8, 14,000.00 (Rupees Eight Lakhs Fourteen Thousand only) excluding 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 03-12-2021 (14.00 Hrs) up to 14-12-2021 (14.00 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 15-12-2021.

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

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

Chief General Manager (IT)

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SECTION 1 : INSTRUCTIONS ON BIDDING

Odisha Power Transmission Corporation Limited (OPTCL) is one of the largest Transmission utility in India, has its ongoing projects going around Odisha. It needs MS Project Online for meeting project management challenges.

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 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-1.
		4.2	Non-compliance to the above requirement even after seeking necessary clarifications shall constitute the offer as non-responsive.

B. Bidding Schedule

a.	Type of Bidding	Two-part bidding
b.	Tender Documents	The bidders can view the tender documents from website www.optcl.co.in or www.tenderwizard.com/OPTCL free of cost.
c.	Tender Cost and Mode of Payment	₹7080.00/- (non-refundable) including GST@ 18%. DD issued by a Nationalized Bank on or before the Last date for sale of this NIT. Payable to Drawing and Disbursing Officer HQrs Office OPTCL Bhubaneswar.
d.	Tender Processing Fee	The bidders shall have to submit nonrefundable tender processing fee of ₹961.00/-(including GST@18%) in the form of online payment / DD in favor of K.S.E.D.C.Ltd, Payable at Bangalore.
e.	Bid Security Declaration	The bidder shall have to submit “Bid Security Declaration” (form F-6) with a validity period of 180days after the bid submission deadline date prescribed by OPTCL.
f.	Date of commencement of Sale of bidding document	03-12-2021, 14:00 Hrs

g.	Last date of sale of bidding documents	14-12-2021, 14.00 Hrs
h.	Last date of submission of bids	14-12-2021, 16.30 Hrs
i.	Date & Time of Pre-Bid Conference	07-12-2021, 11:00 Hrs
j.	Presentation on Implementation Plan	Will be intimated later
k.	Time of opening of Techno-Commercial bids	15-12-2021, 11.00 Hrs
l.	Time of opening of Price bids and e-RA	Will be Intimated Later
m.	Place of Opening of Bids	Office of Chief General Manager (IT), 3 rd Floor, OPTCL Tower, OPTCL, Janpath, Bhubaneswar – 751022
n.	Address for communication	Office of Chief General Manager (IT), 3 rd Floor, OPTCL Tower, OPTCL, Janpath, Bhubaneswar – 751022

C. Contents of Bidding Document

5.	Sections of the Bidding Document	5.1	SECTION 1 : INSTRUCTION ON BIDDING SECTION 2 : ELIGIBILITY CRITERIA SECTION 3 : SCOPE OF WORK SECTION 4 : SCOPE OF WORK DETAIL REQUIREMENTS SECTION 5 : COMMERCIAL TERMS & CONDITIONS SECTION 6 : ANNEXURES - FORMS Bid Forms (In .XLS Format) Techno-commercial Formats. Financial Proposal Formats.
		5.2	OPTCL is not responsible for the completeness of the Bidding Document and its addenda, if they were not downloaded directly from the tender portal of OPTCL.
		5.3	The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.
6	Clarifications on Bidding Document	6.1	Bidders may seek clarifications in writing relating to preparation and submission of bids, scope of works, GCC etc. prior to the pre-bid conference. Such requests will be submitted at least 2 days (excluding the date of pre-bid meeting) before the date of Pre-bid meeting. Bidders' queries will be discussed in the pre-bid conference. The clarifications to the queries and/or addenda to the TENDER document shall be published in the website of OPTCL i.e. http://www.optcl.co.in or tender portal i.e. www.tenderwizard.com/OPTCL

		6.2	The pre-bid conference shall be held as per the schedule mentioned in the Section-I . No clarification shall be entertained after the pre-bid conference
7.	Amendment of Bidding Document	7.1	At any time prior to the deadline for submission of the bids, OPTCL may amend the bidding document by giving reasonable time and issuing addenda.
		7.2	Any addenda issued shall be part of the bidding document. The bidder shall visit www.optcl.co.in or www.tenderwizard.com/OPTCL for any addendum / modification / errata / corrigendum etc.
		7.3	OPTCL, at its discretion for any reason at its own initiative may add, modify or remove any element of the 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.
		7.4	In order to provide prospective bidders reasonable time to take the amendments into account in preparing their bids, OPTCL may, at its discretion, extend the last date for the submission of bids.
		7.5	Any addendum issued shall be part of the bidding document and shall be hosted in www.optcl.co.in or www.tenderwizard.com/OPTCL
C. Preparation of Bids			
8.	Cost of Bid preparation	8.1	The Bidder shall bear all costs associated with the preparation and Cost of submission of its Bid and OPTCL shall not be responsible or liable for those costs.
9.	Language of Bids	9.1	The Bid, as well as all correspondences and documents relating to the Bid exchanged between the Bidder and OPTCL, shall be written in English.
10.	Documents of the Bid	10.1	The Bid shall comprise of two parts. One containing the Techno-Commercial Bid (Part-I) and the other containing the Price Bid (Part-II), which shall be evaluated in two stages.
	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. <ol style="list-style-type: none"> 1. DD towards Tender Cost, 2. Proof of payment of Tender Processing Fees 3. Registration fee through e- payment mode. 4. Bid Security Declaration Form 5. 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.

<i>Sl.No.</i>	<i>Particulars</i>	<i>Name of Attachment pdf</i>
01	Bidder shall submit audited BS and P&L account for last three financial years preceding the date of bid submission.	Attach 1.pdf
02	Form F-1: Duly filled Companies Financial Information as per the Format.	Attach 2.pdf
03	Form F-2: Tender Submission Sheet.	Attach 3.pdf
04	Form F-3: Project Experience	Attach 4.pdf
05	Form F-4: Techno-Commercial Deviation Schedule as per the Format.	Attach 5.pdf
06	Form F-5: Acceptance of Importance Terms & Condition	Attach 6.pdf
07	Form F-6: Bid Security Declaration	Attach 7.pdf
08	Form F-7: Reverse Auction Process Compliance Form	Attach 8.pdf
09	Form F-8: Undertaking for no ownership change.	Attach 9.pdf
10	Copy of purchase orders where the bidder has executed supply, implement / installation in the last 5 years, for a minimum of 3 orders in Central Govt. / State Govt. / PSU / Banks /Autonomous Body (Govt.) (Including IT & Non-IT Infrastructure) for enterprise use.	Attach 10.pdf
11	Order Completion Certificate from the Clients	Attach 11.pdf
12	Supporting documentary evidence of the Companies Financial Information furnished above.	Attach 12.pdf
13	Certified copy of Registration Certificate/ Certificate of Incorporation of the bidder.	Attach 13.pdf
14	Certified copy of GSTIN and PAN.	Attach 14.pdf
15	Form (P-1): Price Proposal	Attach 15.pdf
17	Photocopy of IT return filing for last three years.	Attach 17.pdf
18	Any Other Documents	Attach 18.pdf

Price Bid (Part-II):		Price schedules in XLS format to be downloaded, filled in and uploaded by the Bidder as per the OPTCL format and to be uploaded on the official tender portal www.tenderwizard.com/OPTCL	
11.	Bid Submission Sheets and Price Schedules	11.1	The Bidder shall submit the Techno-Commercial Proposal and the Price Proposal.
		11.2	The Bidders should take note of following points while submitting the Price Proposal: a) Price Proposal should clearly indicate the price to be charged without any qualifications. b) Taxes and Duties as applicable shall be shown in the Un-priced schedule.
12.	Alternate Bids	12.1	Alternate Techno-Commercial and /or Price bids shall be rejected.
13.	Bid Prices	13.1	The prices quoted by the Bidder in the Price Schedules (Price Bid Format) in .xls shall conform to the requirements specified therein.

		13.2	The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose.
14.	Currencies for the Bid	14.1	Bidders shall express their bid price in Indian Rupees only.
15.	Documents Establishing the Qualification of the Bidder	15.1	To establish its qualifications to perform the Contract without any deviation, the Bidder shall submit as part of its Techno-commercial proposal, the evidence towards each qualification criteria specified in Section-III(Eligibility Criteria) .
16.	Period of validity of Bids	16.1	Bids shall remain valid for 180 days after the bid submission deadline date prescribed by OPTCL. A Bid valid for a shorter period shall be rejected by OPTCL as non-responsive.
		16.2	In exceptional circumstances, prior to the expiration of the bid validity period, OPTCL may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. A Bidder may refuse the request for such extension without forfeiting its Bid Security. A Bidder granting the request shall not be permitted to modify its Bid.
17.	Bid Security Declaration	17.1	The Bidder shall submit a "Bid Security Declaration" as per Form F-6 with a validity of 180 days after the bid submission deadline date prescribed by OPTCL.
		17.2	Any Bid not accompanied by Bid Security in accordance with IOB Sub- Clause-17.1 , shall be rejected by OPTCL as non-responsive.
		17.3	If the bidder withdraw or modify their bids during the validity period, they will be suspended for a period of 6 years.
18.	Format of Bid	18.1	The Bidder shall submit the Techno-Commercial Proposal as per the formats/schedules mentioned in Section-6 .
Submission and Opening of Bids			
19.	Submission of Bids	19.1	Bidder shall submit the Techno-Commercial Proposal and Price proposal through e-tender mode only, as per the guidelines mentioned in the Section-1 OPTCL e-Tendering Process of this Tender as below.
20.	Deadline for submission of Bids	20.1	Bids must be received by OPTCL not later than the date and time and extension there to indicated in the Section-I .
		20.2	OPTCL may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with IOB Clause-7 , in which case all rights and obligation of Odisha Power Transmission Corporation Limited and Bidders as existing before extension of the deadline will be applicable until the extended

			deadline.
21.	Late Bids	21.1	OPTCL shall not consider any Bid that is received/uploaded after the deadline for submission of Bids, in accordance with IOB Clause-20 .
22.	Withdrawal, Substitution and Modification of Bids	22.1	No Bid shall be withdrawn, substituted, or modified after the deadline for submission of bids. However, a Bidder may withdraw, substitute, or modify its Bid under the following situation; <ol style="list-style-type: none"> 1. After expiry of the bid validity period as per IOB. 2. Any changes to the scope of work after submission of bid document. 3. Any changes in the bidding documents after submission of bid document. 4. If the due date of the submission has been extended by the OPTCL after submission of bid document.
23.	Bid opening	23.1	OPTCL shall conduct the opening of Techno-Commercial Proposals in the presence of Bidders' representatives who choose to attend, at the address, date and time specified in the Section-I .
		23.2	The Price Proposals will remain unopened until the time of opening of the Price Proposals. OPTCL shall advise the Techno-Commercially qualified bidders through system generated e-mail about the date, time, and location of the opening of Price Proposals.
		23.3	OPTCL 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 OPTCL. The Bidder's representatives who are present shall be requested to sign a register/note-sheet evidencing their attendance.

24.	Working Environment	38.1	It will be imperative on each bidder to fully inform himself of all local working environments which may have any effect on the execution of the works covered under these documents and specifications. OPTCL 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 OPTCL.
25.	Disclaimer to e-tender document	39.1	<p>Though adequate care has been taken while preparing the e-TENDER documents, the Bidder shall satisfy himself that document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within ten (10) days from the date of issue of Bid documents, it shall be considered that the Bid document is complete in all respects and has been received by the Bidder in complete shape.-----</p> <p>While this e-TENDER has been prepared in good faith, OPTCL does not make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omission herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this e-TENDER, even if any loss or damage is caused by any act or omission on their part.-----</p> <p>All information submitted in response to e-TENDER become the property of OPTCL and OPTCL does not accept any responsibility for maintaining the confidentiality of the material submitted or any trade secrets or proprietary data contained therein.-----</p> <p>In submitting a proposal in response to the e-TENDER, each bidder certifies that it understands, accepts and agrees to the disclaimers on this page. Nothing contained in any other provision of the e-TENDER nor any statements made orally or in writing by any person or party shall have the effect of negating or superseding of the disclaimers set forth on this page.</p>

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](http://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 Service Provider. 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, OPTCL reserves the right to invite the evaluated L1 bidder for negotiation without conducting the e-RA.
 - D. In case of price submitted by any bidder is found to be abnormal, OPTCL reserves the right to reject the bid of the bidder(s).
 - E. Rank of bidders would be displayed as per the total cost to OPTCL, i.e including Taxes and Duties payable by OPTCL as per the provisions of the bidding document & after e-RA process is over.
- Names of bidders/ vendors shall not be disclosed during the e-RA process. Names of bidders/ vendors shall be anonymously masked in the e-RA process.

- (i) In case of RA, start/ reference price and step value of decrement shall be indicated to the bidders at the start of the auction. Any participating bidder can bid one or multiple step decrement lower than the prevailing lowest bid at that time. The Bidder shall be able to view Bid Start Price, Bid Decrement Value, Prevailing Lowest Bid value, last Bid Placed by him and time left for bidding.
 - (ii) The step value of decrement in a package to be offered by bidder (the minimum amount of reduction in the total bid price including all taxes & duties during auction) , shall be kept at 0.15% of L1 bidder's final evaluated price (or) at approved amount as decided by OPTCL.
 - (iii) Bidders can only quote any value lower than their previous quoted price. However, at no stage, increase in Price will be permissible.
 - (iv) At any point during Reverse Auction, bidding Price field (Total price) shall remain enabled for the bidders. The total reverse auction period will be for one twenty (120) minutes. The initial auction period (1st slot) will be of thirty (30) minutes with provision of auto extension by (10) ten minutes from the schedule/ extended closing time, if any fresh lower bid is received in last ten minutes of initial auction period or extended auction period. Total/ maximum number of auto extension will be for 9 (nine) times after the 1st slot. After end of 120 minutes, the reverse auction process shall get closed automatically without any extension.
 - (v) However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the period of e-reverse auction to avoid complication related with internet connectivity, network problem, system crash down, power failure etc.
- After conclusion of e-Reverse Auction i.e (Closing Price in Reverse Auction will be taken as offered price by the L1 bidder), decrease in price of individual head of the template shall be considered proportionately on all individual line items of the respective head of the price schedule of the successful L1 bidder.
- (i) Any bid received at the tender wizard server end subsequent to closure of the e-RA shall be summarily rejected and shall not be considered as a valid bid under whatsoever circumstances. For this purpose, tender wizard server log shall prevail.
 - (ii) The bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other bidders.
 - (iii) During Reverse Auction, If no bid is received within the specified time, OPTCL, at its discretion, may decide to close the reverse auction process/ proceed with conventional mode of tendering [Evaluation of Part-II (price bid) submitted by bidders earlier].
- Consequent upon completion of e-Reverse Auction, OPTCL's decision onward 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. OPTCL can decide to reschedule or cancel any reverse auction: the bidders shall be informed accordingly.
 - OPTCL/ Service Provider shall not have any liability to bidders for any interruption or delay in access to the e-Tender site/ Reverse Auction link irrespective of the cause.

SECTION 2 ELIGIBILITY, EVALUATION, AWARD

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	<p>The Bidder should be registered under the Companies Act, 1956 or Companies Act 2013, and should have been in existence for the last 5 (five) years</p> <p>The company must be registered with appropriate authorities for all applicable statutory duties /taxes.</p> <p><i>In case any bidder has undergone corporate restructuring (including merger, demerger, hive off, slump sale etc.), it may showcase credentials of its erstwhile / current entity provided sufficient documentary proof is submitted with the bid to evince that such credentials have accrued to / transferred to / are in the name of the bidding entity and the bidding entity is authorized to use such credentials.</i></p>	Certificate of Incorporation.
1.2	<p>The Bidder should have positive net worth and an average annual turnover of not less than Rs. 70 Lakhs covering last three financial years).</p> <p>Thebidder should submit a Chartered Accountant certified financial statement of its organization.</p>	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.	<p>An undertaking to this effectshall be submitted by the authorized signatory of theBidder.</p> <p>Financial statement of last 3years shall be submitted ending with 31.03.2021.</p>

1.4	The bidder should have MS Authorised Engineer / PMP Certified Professional to configure the Project Software. The bidder must be authorized Partner of Microsoft.	A statement of such executives with Bio Data, Microsoft Authorization has to be submitted with technical bid.
1.6	Bidder should have successfully supplied, implemented / installed in the last 5 years, for a minimum of 3 orders in Central Govt. / State Govt. / PSU / Banks /Autonomous Body (Govt.) (Including IT & Non-IT Infrastructure) for enterprise use.	Copy of purchase order in the last 5 years.
1.7	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. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the name of the company or organization must have been removed from the said list as on date of submission of the RFP, otherwise it will not be considered.	An undertaking to this effect must be submitted in their letter head.
1.8	Bidder should have valid PAN Number, GST registration number and should have operations in India and BBSR. They should also have a valid registration certificate for their operations in India like certificate of Incorporation, Partnership deed etc.	The copies of the same should be submitted along with the tender documents (documentary proof is to be submitted along with technical bid).
1.9	Should have made Profit in ONE of the last three financial years.	Copies of audited Balance Sheets (including profit and loss account and directors report as a full set) for the last three financial years giving details of turnover or statutory auditor's certificate Specifying turnover and Profit/Loss.
2.0	The bidder should submit power of attorney certifying the authorized signatory.	Power of Attorney executed by the Bidder in favor of the duly Authorized Representative, certifying him as an authorized signatory for the purpose of this Tender. Board resolution also to be submitted in favour of Power of Attorney
2.1	A bid submitted by a bidder not meeting these requirements will be rejected for being non-compliant. The bidder must comply with the above mentioned criteria. Non-compliance of any of the above criteria may result in the rejection of the bid. The OPTCL reserves the right to verify/evaluate the documents submitted by the bidders as proof in support of the claims made for each of the above mentioned criteria. The bids may be rejected in case of misrepresentation of proof.	

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 OPTCL 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 OPTCL 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, OPTCL 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 OPTCL shall not be considered. OPTCL request for clarification and the response shall be in writing.

2.2.3 Responsiveness of Techno- Commercial Proposals

OPTCL 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 OPTCL.

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, OPTCL’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, OPTCL reserves the

right to reject such bids. OPTCL may also ask bidders for clarifications on such deviations during the evaluation.

Non-conformities, errors and omissions

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

- a) if there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail.
- b) Except as provided in sub-clauses (a) herein above, OPTCL shall reject the Price Proposal if the same is not furnished in the Format (.xls) specified. IOB have been provided to determine the completeness of the offer submitted.

OPTCL shall confirm that the Techno-Commercial Proposal Submission Sheet in accordance with **IOB Sub- Clause-11.1**, written confirmation of authorization to commit the Bidder and Bid Security, have been provided in the Techno- Commercial Proposal. If any of these documents or information is missing, the offer shall be rejected.

Examination of Terms and conditions; Techno-Commercial Evaluation.

OPTCL 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.

OPTCL 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, OPTCL determines that the Techno-Commercial Proposal is not substantially responsive in accordance with **IOB**, 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, OPTCL 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

OPTCL 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.

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

OPTCL 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	Bidder's Average Annual Turnover (Last 3 financial years) I) Rs. 70 Lakhs up to 80 Lakhs --5 points II) Rs. 80 Lakhs and above --10 points	15
2	Supply implementation / installation of Software in Govt or PSU or Statutory Autonomous Bodies Work order Value up to Rs. 10 Lakhs = 10 Points Work order value above Rs 10 Lakhs=15 Points	15
4	Demonstration of Implementation / Installation of MS Project Online	20
Total		50

Bidder's scoring, points of 35 and above in the Techno- Commercial Evaluation, will qualify for Price Evaluation.

Price Evaluation It is based on Lowest (L1) bidder taking together all components of tendered items.

AWARD

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 OPTCL 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, OPTCL 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, OPTCL 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 bidder as per clause no 17 .
		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 the time schedule mentioned under Section-IX.
		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 Project Plan 3 Cloud Subscription

10 Users, 1 year

Supply Duration: Within 5 days of Acceptance of the LOA

B. Installation / Implementation :

Mile Stone	Broad Work	Duration
1	MS Project Plan 3 Configuration, Setup	25 days from acceptance of LOA.
2	Enterprise Project Data Upload / Entry	21 days from completion of Milestone 1
3	Handholding and Support	45 days from completion of Milestone 2
4	Training	20 days from completion of Milestone 2

Detailed Scope of work for Item B.

Mile Stone 1-----

Stage 1: Kick Off and Requirement Gathering

- Conduct Detailed Requirement Gathering Workshop
- Capture Detailed Business Requirement
- Business Requirements Analysis
- Business Requirement Specification, Review & Sign-Off

Stage 2: Road Map for Implementation

- Complete Solution Designing
- Project Plan for Implementation
- Design Document Creation, Review & Sign-Off

Stage 3: Project Online Configuration

- Solution setup covering Development, QA and Production environments provisioning and configuration on the basis of Requirement Specification Document
- Active Directory if any, Synchronization
- Metadata Configuration
- Out of The Box Setup
 - Custom fields and lookup tables Creation if any required
 - Custom project calendar to provide working hours and day's creation if required
- **Project Center View Creation**
- **Portfolio Management scenarios configuration**
- Enterprise Resource Creation, Configure enterprise resource pool
- Custom Views Creation
- Security Configuration, Manage Security Schema
- Task and Timesheet Setting Configuration, Manage project as well as non-project hours
- Project Site Configuration, Manage content
- Reports configuration

1. Project Overview Dashboard 2. Project Overview 3. Resource Overview

Milestone – 2 -----

Stage 4: User Acceptance Testing

- User Acceptance Testing (UAT)
- Issue Resolution & UAT Signoff
- Ready to Go-Live

Stage 5: Production Deployment

- Testing
- Solution deployment on production

Milestone- 3-----

Handholding and Support: Training, Help Support and Bug rectification

Milestone – 4

Training – Batch wise separately for Users and Administrators

SECTION-5: 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 OdishaPower Transmission Corporation Limited and Bidder(s).
02.	Definition	2.1	“ The Purchaser ” shall mean the ODISHA POWER TRANSMISSION CORPORATION LTD. or OPTCL.
		2.2	“ e-TENDER ” i.e. “e-Tender Document” shall mean document consisting of ITB, BID Data Sheet, Eligibility Criteria, Scope of Works, Bid Evaluation Methodology, Bidding Forms and Contract Forms and .xls sheet floated in the website/tender portal of the Purchaser any amendments there to.
		2.3	“ Bid ” shall mean Techno-Commercial Proposal & Price Proposal in prescribed FORMS in the Attach.pdf and .XLS sheet uploaded in the tender portal of the OPTCL in pursuance to TENDER document.
		2.4	“ Bidder ” shall mean the intending bidder(s), who meets the eligible criteria and fulfill the e-tender conditions participating in the e-tender floated by OPTCL for Supply, Implementation, Training Microsoft Project Plan 3(Cloud) 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	“ Supplier ” means the Successful bidder on whom LOA is placed for this tender 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 authorized representatives of OPTCL and the Selected Consulting firm 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, Implementation, Training of MS Project Plan 3(cloud).
		2.9	“ Contract Period ” shall be from the date of issue of Letter of Award till the closure of the project and extensions, if any.
		2.10	“ Other Terms & Expression ” Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act (1872) and failing that in the ODISHA General Clauses Act (1897) including amendments thereof, if any.

03.	Patent Rights etc.	3.1	Any dispute arising in respect of copy right act for implementation of MS Project 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 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 activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.
		4.4	The Supplier will treat as confidential all data and information during the execution of his responsibilities and will not reveal such information to any other party without the prior written approval of the Purchaser.
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 within the 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 –V 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 Supplier 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 to import 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	<p>For Supply of Licenses: 100% of the payment will be released after submission of following documents by the Firm: 1. Bills in Triplicate. 2. License Keys if any For Execution / Installation / Implementation :</p> <table border="1"> <thead> <tr> <th>Milestone</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>50 % of Contracted Price for Implementation Component</td> </tr> <tr> <td>2</td> <td>25% of Contracted Price for Implementation Component</td> </tr> <tr> <td>3</td> <td>25% of Contracted Price for Implementation Component</td> </tr> <tr> <td>4</td> <td>100% of Contracted Price for Training Component</td> </tr> </tbody> </table> <p>Documents Needed</p> <ol style="list-style-type: none"> 1 Bills in Triplicate 2 BankGuarantee as Per clause 9 below for Contracted Price of Implementation Component 3 Milestone Completion Certificate from authorized representative of OPTCL 4 Any other documents as required byPaying Officer. 	Milestone	Payment	1	50 % of Contracted Price for Implementation Component	2	25% of Contracted Price for Implementation Component	3	25% of Contracted Price for Implementation Component	4	100% of Contracted Price for Training Component
Milestone	Payment												
1	50 % of Contracted Price for Implementation Component												
2	25% of Contracted Price for Implementation Component												
3	25% of Contracted Price for Implementation Component												
4	100% of Contracted Price for Training Component												
		8.2	<p>Price Reduction Schedule If the Supplier fails to Complete the milestone / deliverable within the schedule mentioned in scope of work, including Milestone time extension, if any, granted with waiver of Price Reduction Schedule, the Purchaser shall recover from the Supplier, Price Reduction for a sum of half per cent (0.5 per cent) of the Taxable Value of the Milestone Items in Scope of work 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 Contracted Items in Scope of work.</p>										
		8.3	Paying Officer. DDO OPTCL HQrs Janpath Bhubaneswar 22										
9	Performance Bank Guarantee	9.1	<p>A Performance Bank Guarantee at the rate of 03% (Three percent) of the value of the total project cost shall be furnished from any Nationalized/Scheduled Bank to the Chief General Manager (I.T), OPTCL within 30 (thirty)days of acceptance of the work order, executed in a non- judicial stamp paper worth of Rs.100/- (RupeesHundred) only subject to change as per ODISHA Stamp Duty Act valid for a valid for 120 days from date of acceptance of this contract as per proforma enclosed. OR 03 % retention from the first invoice towards</p>										

			<p>Implementation Milestone Bills. The same shall be released after satisfactory completion of 180 days from date of acceptance of this contract</p> <p>In case of default in providing service, the performance bank guarantee will be forfeited by OPTCL.</p> <p>The forfeiture of the Performance Bank guarantee shall not in any way affect, limit or extinguish any remedy or relief to which the above authority may at any time be lawfully entitled.</p>
		9.2	No interest will be payable on the Bank Guarantee amount.
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. modification or re-enactment thereof. The arbitration proceeding shall be held in Bhubaneswar, Odisha.
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		<p>The bidder could be disqualified at any time during the bid process at the sole discretion of the Client, for the following reasons:</p> <ol style="list-style-type: none"> I. Submitted the bid documents after the response deadline. II. Made misleading or false representations or suppressed relevant information in the bid proposal (including documents, forms, statements, attachments, presentations, etc.) submitted as proof of the eligibility requirements or as part of their proposal. III. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years. IV. Submitted a proposal that is not accompanied by required fee / deposit money as necessary. V. Failed to provide clarifications, non-responsive and/or substantive responses, when sought. VI. Submitted more than one bid individually. VII. Declared ineligible or blacklisted by the Government of India ("GoI"), State Government or any other Government owned agency including quasi-Government sector organization or company, for corrupt, fraudulent practices or reasons related to non-performance in an engagement.
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 Lim Janapath, 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 uploaded in the e-tendering 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-6: ANNEXURE

BIDDING FORMS

FORM (F-1):

Company's Financial Information

(To be submitted on Firm's Letter Head)

Kindly provide the following details for the Firm:

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

Particulars	FY.2018-19	FY. 2019-20	FY.2020-21
Annual Turnover of the firm from India Operations (Rs. in Crore)			

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

Signature of the Chartered Accountant:

Seal

Full Name:

Name of the CA Firm:

Address:

Phone No:

E-mail Id:

Note:

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

FORM (F-2):

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

Bidder's Name & Address

To,

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

Sir,

Sub: Supply, Implementation Microsoft Project Plan 3(Cloud) Software .

TENDER Reference No. _____

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

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

Yours faithfully,

Full name:

Address:

Telephone:

E-mail

FORM (F-3):

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 be closed.

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

Signature: _____

Seal:

FullName:

Address: _____

FORM (F-4):

TECHNO-COMMERCIAL DEVIATIONS IF ANY

Bidder's Name & Address

To,

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

Dear Sirs,

Sub: NO Deviations to the Scope of Work Milestone Schedule

We hereby undertake that 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 (F-5):

Acceptance of Important Terms & Conditions

Bidder's Name & Address

To,

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

Sub.:-----

With reference to your TENDER No. ----- dated -----
for "Supply, Implementation Microsoft Project Plan 3(Cloud)", where by confirm
that we have read the provisions of the following clauses and further confirm that
notwithstanding anything stated elsewhere to the contrary, the stipulation of these
clauses of TENDER are acceptable to us and we have not taken any deviation to
these clauses:

- a) Terms of Payment:
- b) Bid Security Declaration:
- c) Contract Performance Bank Guarantee:
- d) Liquidated Damages for delay in Completion:
- e) Deliverables:
- f) Bid Validity Period:
- g) Price Basis:

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

Date:

Place:

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

FORM (F-6):

Bid Security Declaration

Bidder's Name & Address

To,

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

Sub.:-----

With reference to your TENDER No. ----- dated -----
for "Supply, Implementation Microsoft Project Plan 3(Cloud)", I, (Bidder)
herewith confirm that the bid submitted is not modified and is not going to be
withdrawn as per the conditions of tender document.

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

Date:

Place:

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

FORM (F-7):

Reverse Auction Process Compliance

(To be incorporated in the bid document).

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

To,

Chief General Manager (IT),
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 have understood the functionality of the same thoroughly.
- We, hereby, confirm that we will honour the Bids placed by us during the tendering/ e-Reverse auction process as called as e-RA.
- We also confirm that we will accept our Rank / Position that will be displayed when the Bidding Time for the Online Reverse Auction is over.

With regards,

Signature with Designation with company seal Name & Address

Person having power of attorney for the subject package.

FORM (F-8):

NO-OWNERSHIP CHANGE DECLARATION

To:

Chief General Manager (IT),

OPTCL

Janpath,

Saheed Nagar, Bhubaneswar- 751 022

TENDER NOTICE NO For “Supply, Implementation Microsoft Project Plan 3(Cloud).”

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)

Contract Form

(To be executed on non-judicial stamp paper)

CONTRACT NO.:.....

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

1. **WHEREAS OWNER** invited bids for Supply, Implementation Microsoft Project Plan 3(Cloud).

and has accepted a Bid by the firm, against which contract has been awarded by the OWNER forvide LOANo.:

.....dated.....for the estimated Contract Value forthe sum of Rs.....(Rupees.....Only) (hereinafter “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

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

For & on behalf of OWNER:

Name:.....

Designation:

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

For & on behalf of the Firm:

Name:.....
.....

Designation:.....
.....

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

In the Presence of

1. Witness – 1
(Name & Address)

2. Witness – 2
(Name & Address)

1. Witness – 1
(Name & Address)

2. Witness – 2
(Name & Address)

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 or completeness of any Proprietary Information made available to the Receiving Party or its advisers; it is responsible for making its own evaluation of such Proprietary Information.
7. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity, nor enforceability of the remainder of this Agreement shall be affected. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party. This Agreement may not be amended for any other reason without the prior written agreement of both Parties. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect here to.
8. This Agreement shall be governed by the laws of the jurisdiction Odisha High Court, Cuttack and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory.

[Disclosing Party]

[Receiving Party]

By: Chief General Manager (IT), OPTCL

By: _____

Name: _____

Name: _____

Address: _____

Address: _____

Date: _____

Date: _____

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE (CPBG)

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

Ref No:

Bank Guarantee No.

Date:

BG Amount:

Validity Period:

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

Whereas the ODISHA POWER TRANSMISSION CORPORATION LIMITED, Janpath, Bhubaneswar, a company constituted under the Companies Act-1956 (hereinafter called OPTCL) has issued Letter of Award (LOA) No..... Dated... .. of Rs. for the purpose of work under Package No (Herein after called “the Agreement”) to M/s. / Sri. , Address..... (herein after called the “Supplier”) for Supply, Implementation Microsoft Project Plan 3(Cloud) Software 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 03% of the Contract Price of the said Agreement.

1. Now therefore, in accordance with the terms and conditions of LOA No. _____ dated _____ for the due fulfillment by the said Supplier of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____) only, we the bank _____ [Indicate bank Name , Address & Code] (hereinafter referred to as “the Bank”) at the request of M/s. / Sri. _____ 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 bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ in Words).

3. We, the Bank also undertake to pay to OPTCL any money so demanded not withstanding any dispute or disputes raised by the 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.

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

5. We, the _____ Bank [indicate the name of the Bank, Address & Code] further agree with the Board that OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time or performance by the said Supplier(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 of the terms and conditions relating to the said Bid and we shall not be relieved from our liability by reason of any such variation postponement or extension being granted to the said 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.

6. 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).

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

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

“Notwithstanding anything contained herein”

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

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

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

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

Dated, the _____ Day of _____

For _____ [Indicate name of Bank]

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

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

1. Signature.....

Full Name.....

2. Signature.....

Full Name.....

N.B.:

1. Name of the 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.**