

ORISSA POWER TRANSMISSION CORPORATION LIMITED



TENDER SPECIFICATION NO. TW-IT-OT- 05/2011-12.

DUE DATE & TIME OF TENDER SUBMISSION

11.04.2012 AT 01.30 P.M.

DUE DATE & TIME OF PRE-BID CONFERENCE

03.04.2012 AT 11.30 A.M.

DUE DATE & TIME OF TENDER OPENING

11.04.2012 AT 03.30 P.M.



ORISSA POWER TRANSMISSION CORPORATION LIMITED

(A Govt. of Orissa Undertaking)

Registered Office: Janpath, Bhubaneswar – 751022

Phone: (0674) 2541320 / 2542320 (O) Fax- (0674)-2545821

TENDER SPECIFICATION NO. TW-IT-OT-05/2011-12.

TERMS & CONDITIONS OF TENDER SPECIFICATION

Chief General Manager (IT), OPTCL, Bhubaneswar on behalf of Orissa Power Transmission Corporation Limited, Bhubaneswar invites sealed tenders from original software vendor / authorized dealers **having branch office in Orissa** for supply, installation and configuration of Microsoft OS and Office Software items at SLDC IT Data Center, Mancheswar and OPTCL confirming to the specification, terms and conditions stated below. Offers in a sealed envelope duly super scribed as “ **Tender for Procurement of Microsoft OS and Office Software items**” due on **11.04.2012** shall be received up to 01.30 PM & shall be opened on the same day at 03.30 PM in the office of the undersigned in presence of the tenders or their authorized representatives.

The Scope, Terms and Conditions of supply are as follows:

1. **SCOPE OF SUPPLY:**

Supply, installation and demonstration of the following Microsoft Software items with latest and most recent version of media, manuals and paper licenses as specified by M/s Microsoft conforming to the Specification, quality & quantity as per order. The softwares with paper licenses and related deliverables shall be ultimately owned by OPTCL.

SI No.	MS License Name	Quantity
1	Windows professional 7 SNGL OLP Get Genuine(GGS)	182
2	Media for above OS	10
3	Office Standard 2010 indic OLP	247
4	Media for above MS Office	10

2. **PRICE:**

Price shall be firm on FOR destination i.e. **OPTCL IT Stores**, Bhubaneswar basis. Taxes & duties if any should be mentioned in clear terms separately.

3. **VALIDITY:**

The tender shall be valid for a minimum period of 120 days from the date of opening of the tender/quotation failing which the quotation will be rejected.

4. **EARNEST MONEY:**

The tenderer shall have to deposit the Earnest Money **Rs.43,000/- (Rupees Forty Three Thousand only)** in shape of Cash/Bank Draft/BG along with the tender failing which the tender will be rejected. No other mode of payment towards earnest money is acceptable. The Earnest Money, either by BG (Annexure-IV) or Account Payee Bank Draft payable to the Drawing & Disbursing Officer, Hqrs. Office, OPTCL, Bhubaneswar-751022 drawn on any Nationalized Bank payable at Bhubaneswar shall be enclosed with the tender.

The Bank Draft or the money receipt if not enclosed with the sealed tender, the same shall be liable for rejection.

- (B) In case of unsuccessful tenderer, the same will be refunded after finalization of Tender.
- (C) The EMD will be forfeited in case the successful tenderer fails to execute the purchase order within the time stipulated in the purchase order.
- (D) EMD submitted in OPTCL against any other tender shall not be adjusted against the current tender.

5. **DELIVERY:**

Delivery of the Software items along with the licenses and media CDs should be made within **6 weeks** from the date of issue of the purchase order. The softwares and paper licenses should be securely packed and dispatched at vendor's risk only. OPTCL shall not be responsible for any loss or damage during transportation, handling and storage due to improper packing. Delay in delivery of materials under scope of the contract beyond the stipulated delivery period shall attract penalty @ $\frac{1}{2}\%$ (Half Percent) of the contract basic price of such undelivered quantities of the materials for each calendar week or part thereof subject to a maximum of 5% (Five Percent) of such portion of the contract which remain undelivered. The date of receipt of materials in OPTCL IT Stores shall be treated as date of delivery of materials.

6. **WARRANTY, INSTALLATION AND SERVICE SUPPORT:**

All the software items are to be installed within thirty (30) days from the date of delivery. The supplier has to configure and integrate seamlessly with the existing infrastructure. In case of delay in installation it shall attract @0.5% (half percent) of the contract basic price of such non-installed items for each week or part thereof. However, total penalty shall not exceed 5% of the contract price.

The supplier shall have to render all type of service support including installation, configuration and demonstration for a period of one(01) year from the date of installation. They have to supply all types of patches till the life of the said software at no extra cost to OPTCL. The software medias should be warranted for one year.

7. **VAT & I.T. CLEARANCE CERTIFICATE:**

The tenderer shall have to furnish photocopies of up to date Sales Tax/VAT, I.T clearance, PAN & Service Tax Registration granted on behalf of the firms along with the tender failing which the tender is liable for rejection.

8. **MICROSOFT AUTHORISATION CERTIFICATE:**

The tenderer shall have to furnish photocopies of up to date M/s Microsoft's authorization letter along with the tender failing which the tender is liable for rejection.

9. **TERMS OF PAYMENT:**

a)90% value of the items with 100% taxes and duties shall be paid after delivery of materials against proof of consignee's receipt certificate issued by OPTCL for having received the stores in full and good conditions and submission of warranty certificate & installation certificate confirming satisfactory installation and operation of the equipment.

(b)The balance 10% payment shall be made after submission of the Performance Bank Guarantee for 10% value of the equipment valid for 15 (Fifteen) months from the date of commissioning of the last equipment indemnifying OPTCL against all losses incurred during the guarantee/warranty period.

OR

Balance 10% value of the items shall be released after expiry of the warranty period of the commissioning of the last equipment covered under this contract.

(c) The composite Bank Guarantee shall be valid for a period of 15 (Fifteen) months from the date of commissioning of all equipment. The original Bank Guarantee accompanied with a confirmation letter from the concerned bank shall be submitted in this office.

(d) The submission of following documents shall enable OPTCL to honour your claim raised through Bill against the supply of the consignment covered under this contract for 90% & 10% payment respectively.

	<u>FOR 90% PAYMENT</u>	<u>FOR 10% PAYMENT</u>
(i)	Bills (in triplicate)	I) Bills in triplicate
(ii)	Delivery challan	II) Performance B.G.
(iii)	Guarranty certificate	
(iv)	Installation certificate.	

10. **FORCE MAJEURE CONDITIONS:**

The supplier shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force majeure such as acts of god, acts of public enemy, acts of Govt., fires, floods, strikes, freight embargoes and provided that the supplier within 10 days from the beginning of such delays notify OPTCL in writing

the cause of delay. OPTCL shall verify the facts and grant such extension, if the fact is justified.

11. **FURNISHING COMPOSITE BANK GUARANTEE:**

A composite bank guarantee as per the Proforma enclosed at annexure – III of the specification for 10% [ten percent] of the total FORD cost of the purchase order, shall be furnished from any nationalized/ scheduled bank having a place of business at Bhubaneswar, to the office of CGM(IT), OPTCL within 15 days from date of issue of the purchase order. The BG shall be executed on non-judicial stamp paper worth of Rs. 29.00 [Rupees twenty nine] only or as per the prevalent rules, valid for a period of 15 months from the last date of stipulated delivery period, for scrutiny and acceptance, failing which the supply order will be liable for cancellation without any further written notices. The BG should be accompanied by a conformation letter from the concerned bank and should have provision for encashment at Bhubaneswar, before the Bank Guarantee is accepted and all concerned intimated.

(ii) No interest is payable on any kind of bank guarantee.

(iii) In case of non fulfillment of the contractual obligations, as required in the detailed purchase order specification, the composite Bank guarantee shall be forfeited.

12. The Tender/Quotation should be submitted in accordance with the Terms & Conditions indicated above along with the BID Form (Annexure-I) declaration enclosed failing which the tender/quotation will not be entertained.

13. The Tender/Quotation documents received/furnished within the stipulated date and time shall be taken as final. Any change made after the opening of the tender shall not be entertained.

14. No conditional tender/quotation shall be accepted.

15. The undersigned reserves the rights: (a) to accept or reject any or all tenders. (b) to increase or to reduce the ordered quantity or to split up the quantities covered under the Tender without assigning any reason thereof.

16. The purchase order shall be liable for cancellation in the event of un-satisfactory supply/delay in supply of materials and non-observance of relevant clauses of the purchase order.

17. **TENDER PAPER COST:**

The bidder has to submit tender paper cost amounting to Rs. 6000/- (Rupees Six thousand) + 4% VAT only along with the tender. The cost may be submitted either by Bank draft payable to the Drawing & Disbursing Officer, OPTCL Hqrs., Bhubaneswar or by cash paid at OPTCL Hqrs. cash counter.

The Bank Draft or the money receipt against cash payment, as the case may be, shall be enclosed with the tender.

Tender papers may be either down loaded from OPTCL website (www.optcl.co.in)

or received from the office of the Chief General Manager(IT), 3rd Floor, OPTCL Tower, Janpath, Bhubaneswar-751022. However, submission of tender paper cost for tender document in any form is a must without which the tender shall not be considered.

CHIEF GENERAL MANAGER (IT)

BID FORM

BID FORM

Date:
Tender
Specification No.:

To: (Name & Address of Purchaser)

Gentlemen:

Having examined the Bidding Documents we, the undersigned offer to supply and deliver (Description of Equipment & Services) in conformity with the said Bidding documents for the sum of (Total Bid Amount in words and Figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to commence delivery within..... (Number) days and to complete delivery of all the items specified in the contract within.....(Number) days calculated from the date of receipt of your purchase/Job Order.

If our tender is accepted, we will submit the security composite B.G in a sum not exceeding Rs..... Being% of the contract price for the due execution and performance of the contract.

We agree to keep this bid valid for a period of(Number) days from the date fixed for bid opening and it shall remain binding upon us and accepted at any time before the expiration of that period.

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

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

Dated..... Day of.....20.....

Signature :.....
(in the Capacity of)

Duly authorized to sign bid for and behalf of
(Name & Address of the Bidder)

.....

PRICE BID

Sl.No.	Description of Items	Quantity	Unit Price (in Rs.)	TAX	Total Price (in Rs.)	Price amount in words
1	Windows professional 7 SNGL OLP Get Genuine(GGS)	182				
2	Media for above OS	10				
3	Office Standard 2010 indic OLP	247				
4	Media for above MS Office	10				
					Grand Total	
						(Amount in words)

SIGNATURE OF TENDERER WITH SEAL & DATE

N.B.: -The detail price breakup indicating Excise duty, Sales tax, Entry tax and other taxes, if any, etc is to be furnished in a separate sheet.

PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT, PAYMENT AND PERFORMANCE

This Guarantee Bond is executed thisday of 201_ by us the(Bank) at P.O. P.S..... Dist..... State.-.. ..

WHEREAS THE ORISSA POWER TRANSMISSION CORPORATION LTD., a corporate body constituted under the Company Act, 1956 (herein after called “the OPTCL”) has placed orders No.....Dt.....(hereinafter called “The Contract) on M/s..... (hereinafter called “The Contractor”) for supply, install, testing and commissioning of the AND

WHEREAS the Contractor has agreed to supply, install, testing and commissioning of at the OPTCL in terms of the said contract, AND

WHEREAS the OPTCL has agreed (1) to exempt the contractor from making payment of security, (2) to release 100% payment of the cost of materials as per the said agreement and (3) to exempt from performance guarantee on furnishing by the Contractor to the OPTCL a Composite Bank Guarantee of 10% (ten percent) of the contract value in force of the said contract.

NOW THEREFORE in consideration of the OPTCL having agreed (1) to exempt the contractor from making payment of security (2) releasing 100% payment to the contractor and (3) to exempt from furnishing performance guarantee in terms of the said contract as aforesaid, we, the(Bank) (hereinafter referred to as ‘the Bank’) do hereby undertake to pay to the OPTCL an amount not exceeding Rs.....(Rupees) against any loss or damage caused to or suffered by or would be caused to or suffered by the OPTCL by reason of any breach by the said contractor of any of the terms and conditions contained in the said contract.

(2) We (the Bank.....) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the OPTCL stating that the amount claimed is due by way of loss or damage caused to or suffered by the OPTCL by reason of any breach by the said Contractor of any of the terms or conditions contained in the said contract or by reason of the Contractor’s failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....).

(3) We (the Bank.....) also undertake to pay to the OPTCL any money so demanded not withstanding any dispute or disputes raised by the Contractor in any suit or proceeding instituted / pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor (s) shall have no claim against us for making such payment.

(4) We (the Bank.....) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be so enforceable till all the dues of the OPTCL under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till Managing Director, Orissa Power Transmission Corporation Limited or his nominee certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee.

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

(5) We (the Bank.....) further agree that the OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said Contractor or for any forbearance, act or omission on the part of the OPTCL or any indulgence by the OPTCL to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

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

(7) We (the Bank.....) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the OPTCL in writing.

(8) We (the Bank.....) further agree that this guarantee shall also be invocable at our place of business at Bhubaneswar in the state of Orissa.

Dated at the day of Two thousand

For
(indicate the name of the Bank)

Witness:

- 1.
- 2.

NOTE FOR TENDERERS : The B.G. is to be furnished in Non-judicial Stamp paper of Rs.29/- as applicable as per Orissa Stamp Duty Act. from any Nationalized/Schedule Bank.

4. We the (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the aforesaid period of Days (..... days) and its shall continue to be so enforceable till all the dues of the OPTCL under or by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till Chairman, OPTCL certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said Tenderer and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under this guarantee thereafter.
5. We the (indicate the name of Bank) further agree with the OPTCL that the OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said Bid or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the OPTCL against the said Tenderer and to forbear or enforce any of the terms and conditions relating to the said bid and we shall not be relieved from our liability by reason of any such variation postponement or extension being granted to the said Contractor (s) or for any forbearance act or omission on the part of the OPTCL or any indulgence by the OPTCL to the said Contractor (s) or by any such matter or thing what so ever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the Tenderer.
7. We (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the OPTCL in writing.
8. We (the Bank.....) further agree that this guarantee shall also be invokable at our place of business at Bhubaneswar in the state of Orissa.

Dated the Date of

Witness:-

- 1.
- 2.

For
(indicate the name of Bank)

NOTE FOR TENDERERS : The B.G. is to be furnished in Non-judicial Stamp paper of Rs.50/- as applicable as per Orissa Stamp Duty Act. from any Nationalized/Schedule Bank.