



ODISHA POWER TRANSMISSION CORPORATION LIMITED
(A Govt. Of Odisha Undertaking)
Regd. Office:
Janpath, Bhubaneswar -751022

(STATE LOAD DESPATCH CENTER)
(A Govt. Of Odisha Undertaking)
Regd. Office:
GRIDCO Colony, Mancheswar Rly. Colony, Bhubaneswar-751017

NOTICE INVITING TENDER (NIT)
(DOMESTIC COMPETITIVE e-BIDDING)

TENDER NOTICE NO. SLDC-01/2022-23

**Selection of Project Management Consultant (PMC) to
assist OPTCL in implementation of
Scheduling, Accounting, Metering and Settlement of
Transactions in Electricity (SAMAST)**

Estimated Cost (including GST): Rs. 2, 58, 42,000/-

For further details, please visit the Official e-Tender Portal of OPTCL
www.tenderwizard.com/OPTCL

Request for Proposal (RFP)
**Selection of Project Management Consultant (PMC) to assist OPTCL
 in implementation of Scheduling, Accounting, Metering and
 Settlement of Transactions in Electricity (SAMAST)**

<i>Bidding System</i>	<p>OPTCL invites bids in single stage two-part bidding system in e-Tender mode only.</p> <p>Interested bidders are required to enroll themselves and bid in the tender portal www.tenderwizard.com/OPTCL, where complete set of bidding documents shall be available.</p> <p>Bidders are requested to regularly visit cited Tender Portal for further amendment / errata / corrigendum / Other information (if any), as the same shall be published only on the cited Tender Portal.</p> <p>The authority reserves the right to accept or reject any or all of the bids without assigning any reasons thereof.</p>
<i>RFP Identification number</i>	SLDC-01/2022-23
<i>The last date for submission of RFP</i>	20-05-2022 till 03:00 pm
<i>Date and Time of Opening of Tender</i>	20-05-2022 at 04:00 pm
<i>Owner:</i>	ODISHA POWER TRANSMISSION CORPORATION LIMITED
<i>Purchaser:</i>	<p>STATE LOAD DESPATCH CENTRE,</p> <p>ODISHA POWER TRANSMISSION CORPORATION LIMITED</p> <p>Website: www.optcl.co.in , https://www.sldcorissa.org.in/</p> <p>(email- cld_slcd@sldcorissa.org.in)</p>

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Disclaimer

The information contained in this Tender document or subsequently provided to Bidders, whether in documentary or any other form by or on behalf of the Odisha Power Transmission Corporation Ltd. (herein after referred to as “OPTCL”) or State Load Despatch Center-Odisha (herein after referred to as “SLDC”) or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this Tender and other terms and conditions if provided.

This Tender is not an agreement and is neither an offer nor invitation by OPTCL/SLDC to the prospective Bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this Tender. This Tender includes statements, which reflect various assumptions and assessments arrived at by OPTCL/SLDC in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender may not be appropriate for all persons, and it is not possible for SLDC, OPTCL, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender, may not be complete, accurate, adequate or correct.

Information provided in this Tender document to the Bidders is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. OPTCL/SLDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

SLDC, OPTCL, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in this Selection Process.

OPTCL/SLDC also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this Tender.

OPTCL/SLDC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender.

The issue of this Tender document does not imply that OPTCL/SLDC is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the work described herein and OPTCL/SLDC reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by OPTCL/SLDC or any other costs incurred in connection with or relating to its Proposal (Bid). All such costs and expenses will remain with the Bidder and OPTCL/SLDC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal (Bid) regardless of the conduct or outcome of the Selection Process.

Section I. Preface

Definitions and Abbreviations

The following words and expressions shall have the meanings hereby assigned to them:

- a) **“IA” / “Implementation Agency”** means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the OPTCL and is named as such in the Agreement, and includes the legal successors or permitted assigns of the IA. IA has been used to mean Implementation Agency for implementation of ERP in OPTCL and SLDC in this document.
- b) **“Applicable Law”** means the laws and any other instruments having the force of law in the Purchaser's country, as they may be issued and in force from time to time;
- c) **“Bank” or “Banks”**, refers to all scheduled Indian Banks as per the RBI current list (Schedule-II)
- d) **“Contract”** means the Agreement entered into between the Purchaser and the IA, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- e) **“Contract Documents”** shall mean the following documents listed, including any amendments thereto be read and construed as part of the contract agreement, viz.:
 - i. the Detailed award of contract (Letter of Award / Notification of Award);
 - ii. the Service level agreement;
 - iii. the Special Conditions of Contract;
 - iv. the General Conditions of Contract including commercial term and condition along with payment term;
 - v. the Schedule of Service/ the Scope of work and Project timeline;
 - vi. Technical Requirement Specification(TRS)-Volume-II
 - vii. the Instructions to Bidders;
 - viii. Bidder's response (proposal) to the RFP, including the Bid Submission Sheet and the Price Bid submitted by the Bidder;
 - ix. Bid Forms and Contract Forms;
 - x. Acceptance of purchaser's notification of Award.
- f) **“Contract Price”** means the price payable to the IA as specified in the agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- g) **“Day”** means calendar day.
- h) **“Man-Day”** means a day regarded in terms of the amount of work that can be done by one person within this period.
- i) **“Man-Month”** means a one resource's working time for a month, or the equivalent, used as a measure of how much work or labor is required or consumed to perform some task/activity.
- j) **“Delivery”** means the transfer of property in the Goods and/or Services from the IA to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- k) **“Completion”** shall mean the completion of Goods and/or services/or activities/or tasks of the related services by the IA in accordance with the terms and conditions set forth in the Contract.

- l) **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause 6 of GCC;
- m) **"GCC"** means the General Conditions of Contract.
- n) **"Intellectual Property Rights"** means any patent, copyright, trademark, trade name, service marks, brands, propriety information, whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- o) **"Party"** means the OPTCL or the IA, as the case may be;
- p) **"Personnel"** means persons hired by the IA as employees and assigned to the performance of the Services or any part thereof; "Local Personnel" means such persons who at the time of being so hired had their domicile inside the Government's country;
- q) **"Project"** means all Activities covered under present contract.
- r) **"Purchaser's Country"** shall mean India.
- s) **"Purchaser"** means the entities purchasing the Goods and/or Services, as specified in the SCC, which in this context is SLDC, OPTCL.
- t) **"Related Services/services"** means the services to be provided by IA as per the requirements / conditions specified in the Contract/ as described in the Scope of Work hereto. In addition to this, the definition would also include other related/ancillary services that may be required to execute this Contract.
- u) **"Starting Date"** means the date referred to in Clause 6 of GCC;
- v) **"SCC"** means the Special Conditions of Contract.
- w) **"The Site"** shall mean all identified locations within the State of ODISHA, where the IA has to carry out any implementation of ERP or is required to provide any Services.
- x) **"Third Party"** means any person or entity other than the Government, the SLDC/OPTCL, the IAs or any other party as implied by the usage and context.
- y) **"OEM"** means the Original Equipment Manufacturer of any equipment / system / software / product.
- z) **"Kick Off Meeting"** means a meeting convened by the Purchaser to discuss and finalize the work execution plan and procedures with the IA.
- aa) **"In writing"** means communicated in written form with proof of receipt.
- bb) **"Owner"** means the "OPTCL".

About this document

The purpose of this document is invitation to bid for “Selection of Project Management Consultant (PMC) to assist SLDC, OPTCL in implementation of Scheduling, Accounting, Metering and Settlement of Transactions in Electricity (SAMAST)”.

The Bidders are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. This RFP document is not transferable. This document must be read in its entirety. Please verify that you have a complete copy. Submission of bid shall be through e-procurement portal www.tenderwizard.com/OPTCL.

This RFP comprises of

- i. Request for Proposal along with Appendices
- ii. Bid Sheets: Techno-commercial Bid Sheet and Price Bid Sheet

About Odisha Power Transmission Corporation Limited (OPTCL)

ODISHA POWER TRANSMISSION CORPORATION LIMITED (OPTCL), one of the largest Transmission Utility in the country was incorporated in March 2004 under the Companies Act, 1956 as a company wholly owned by the Government of Odisha to undertake the business of transmission and wheeling of electricity in the State. The registered office of the Company is situated at Bhubaneswar, the capital of the State of Odisha. Its projects and field units are spread all over the State.

OPTCL started commercial operation from 01.04.2005 only as a Transmission Licensee. (a deemed Transmission Licensee under Section 14 of Electricity Act, 2003). It was notified as the State Transmission Utility (STU) by the State Govt. and discharges the State Load Dispatch functions. Presently the Company is carrying on intra state transmission and wheeling of electricity under a license issued by the Odisha Electricity Regulatory Commission. The Company is also discharging the functions of State Load Dispatch Centre.

About State Load Dispatch Centre (SLDC)

State Load Dispatch Centre is the nerve centre for Odisha Power System. Our principal activities include operating Odisha Transmission system in most economical way by economic load despatching, merit order operation. SLDC, principally has to remain in contact with other utilities like ERLDC, OPTCL, DISCOMs (TPNODL, TPWODL, TPSODL and TPCODL), OHPC, IPPs, CPPs, and Non-Conventional Generating Units and has to be conversant with the matters pertaining to concern utility for best results.

Supervisory Control and Data Acquisition system referred as SCADA is available at SLDC to get on line data of power system. System analog data such as MW, MVAR, KV and HZ and digital data such as breaker isolator ON or OFF status is available for all power stations, all 400 KV sub-stations and strategic 220 KV sub-stations.

State Load Dispatch Centre, is a wholly-owned subsidiary of Odisha Power Transmission Corporation encompasses virtually Generation Scheduling, monitoring real-time power system network, managing line and unit outages, Energy accounting & Open Access transaction within and outside the State.

Background

1. Introduction

Odisha Power Transmission Corporation Limited (OPTCL), a wholly owned Govt. of Odisha Undertaking is the State Transmission Utility (STU) and sole Transmission Licensee in the State of Odisha formed w.e.f. 01.04.2005. It has been mandated to plan, coordinate, construct, operate and maintain an efficient and economical intra-state transmission system. Besides, operating intra-state transmission, the corporation is looking after the wheeling of electricity and is also discharging the functions of State Load Dispatch Centre.

2. Objectives of the SAMAST Scheme

System operator needs to ensure reliable, economic and secure operation of power system. A technical committee under the Forum of Regulators (FOR) published the Scheduling, Accounting, Metering and Settlement of Transactions in Electricity (SAMAST) report in July 2016. The report recommended deployment of information technology applications to automate, streamline and integrate the scheduling, metering, accounting and settlement system in the states.

The SAMAST scheme comprises of the following components –

- (1) Energy metering
- (2) Automatic Meter Reading (AMR) for meter data collection
- (3) SAMAST Software
- (4) IT infrastructure

The activities included in the SAMAST project shall be-

- (a) Efficient real-time operations through optimal scheduling and despatch including real-time revisions.
- (b) Uniform energy accounting and settlement of power inter-state and intra-state transactions.
- (c) Implementation of ABT for intra-state entities.
- (d) Facilitating non-discriminatory open access to eligible customers and related billing and settlement.
- (e) Credible and dispute-free deviation settlement mechanism to facilitate power market/trading.
- (f) Adopt model regulation for Forecasting, Scheduling and DSM for Solar and Wind Generators.
- (g) Archival and Utilization of Energy Meter Data

OPTCL has submitted the DPR for funding approval under PSDF for implementation of SAMAST. OPTCL wishes to engage individual consultant who will be responsible for providing required support to the OPTCL/SLDC Client team (hereafter referred to as the “Client team”) as per details mentioned under detailed scope of work.

Calendar of Event

Event	Information
Notice Inviting e-Tender	SLDC-01/2022-23
Release of e-tender through e-tender portal	28-04-2022
Tender cost	₹ 12,000/- (INR) + GST@18%= ₹ 14,160/-
Tender Processing fee	₹ 5,000/ + GST@18% = ₹ 5,900/-
EMD/Bid Security	₹ 2,58,500/-
Last date to send in requests for clarifications on the tender document	10-05-2022 till 03:00 pm
Date and Time for Pre- Bid Conference	11-05-2022 at 11:00 am Venue: State Load Despatch Centre, GRIDCO Colony, Mancheswar Rly. Colony, Bhubaneswar-751017
Last date for submission of bids through e-tender portal	20-05-2022 till 03:00 pm
Opening of Technical bids	20-05-2022 at 04:00 pm
Presentation on technical bid by shortlisted bidders	To be notified later
Opening of price bids	To be notified later to the technically qualified bidders
Issue of Letter of Intent	To be intimated to the successful bidder

Important Note:

For participating in the pre-bid meeting, prospective bidders are requested to submit the valid, reasonable queries on RFP in prescribed format only along with documentary proof of payment of tender processing fee through e-procurement portal www.tenderwizard.com/OPTCL.

Bidders should send their nominations of max 2 personnel to participate in the pre-bid meeting along with pre-bid queries.

Section II. Instructions to Bidders

This part, Instruction to Bidders (ITB), Section II provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Purchaser. It also provides information on bid submission, opening and evaluation and on contract award. ITB Section II contains provisions that are to be used unchanged unless [Section III](#) (BDS), supplements or amends, the provision included in Section II and that are specific to this procurement or provision of services. If there is a conflict between the provisions of ITB Section – II & Bid Data Sheet [Section III](#), the provisions of Bid Data Sheet, Section – III shall prevail.

A. General

1. Scope of Bid	1.1	The invitation to bid (Number indicated in BDS) is for “Selection of Project Management Consultant (PMC) to assist SLDC, OPTCL in implementation of Scheduling, Accounting, Metering and Settlement of Transactions in Electricity (SAMAST)”. The detailed scope is specified in the Scope of Work at Section VI .
2. Corrupt Practices	2.1	Purchaser requires bidders to observe the highest standard of ethics during the procurement and execution of such contracts.
	2.1.1	The following definitions apply:
		<ul style="list-style-type: none"> i. “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the action of any party in the procurement process or the execution of the contract. ii. “Fraudulent Practice” means a misrepresentation or omission of facts in order to influence a procurement process or execution of contract. iii. “Collusive Practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to influence the action of any party in a procurement process or execution of the contract. iv. “Coercive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
	2.1.2	Purchaser will reject a proposal for the award of Contract if it determines that the bidder recommended for award has, directly or through an agent, engaged in

		corrupt, fraudulent, collusive, or coercive practices in competing for the contract.
	2.1.3	OPTCL/SLDC will declare a firm ineligible, either indefinitely or for a stated period of time, for awarding a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government contract.
	2.2	<p>Any communication between the bidder and the purchaser related to matters of alleged fraud or corruption must be made in writing.</p> <p>By signing the contract, the bidder shall represent that it is either the owner of the Intellectual Property Rights (IPR) in the hardware, software or materials offered, or that it has proper authorization and/or license to offer them from the owner of such rights. For the purpose of this clause, IPR shall be defined in the GCC Clause 17. Willful misrepresentation of these facts shall be considered a fraudulent practice subject to the provisions of Clauses 2.1 to 2.2 above, without prejudice to other remedies that the Purchaser may take.</p> <p>Furthermore, Bidders shall also note the provision stated in Sub- Clause 2 (Corrupt Practices) and Sub-Clause 27.1.1 (ii) (Termination for Default) of the General Conditions of Contract.</p>
3. Eligible Bidders	3.1	Any Indian Bidders are eligible to submit bid against the ITB.
	3.1.1	The IA shall not sub-contract any part/ whole contract. No consortium is allowed
	3.1.2	The IA shall be wholly responsible for execution of the contract.
	3.1.3	In case of exceptional circumstance of continued non-performance, even subsequent to exercising of remedies provided under this RFP, as assessed and reported by the OPTCL, the contract is liable to be cancelled.
	3.2	Bidder shall not have a conflict of interest with one or more parties in this bidding process. Participation by Bidder(s) with a conflict of interest situation will result in the disqualification of all Bids in which it is involved. Purchaser considers a conflict of interest to be a

		situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:
	3.2.1	receive or have received any direct or indirect subsidy from any of them; or
	3.2.2	have the same legal representative for purposes of this Bid; or
	3.2.3	A Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved.
	3.2.4	if the IA get associated as Consultant / Advisor / Third party independent evaluating agency with any of the agencies taking part in the bid process of OPTCL.
	3.2.5	For any given project area, the Project Management consultant (PMC), if any and the Implementing Agency (IA) cannot be the same. An PMC and IA may be considered to be in a conflict of interest with one or more parties in this process if they have controlling shareholders in common
	3.2.6	Participation by Bidder(s) with a conflict of interest situation will result in the disqualification.
	3.3	Government-owned enterprises shall also be eligible.
	3.4	Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

B. Contents of Bidding Document

Bidder is expected to examine all instructions, forms, terms and specifications in the e-Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information or uploading of the bid in the Tender Portal of OPTCL not in line with the e-Bid document/ e- tendering documents will render the bidder as substantially not responsive at the Bidder's risk and may result in the rejection of its bid.

6. Sections of the Bidding Document.	6.1	The Bidding Document consists of the sections as indicated below and should be read in conjunction with any Addenda issued in accordance with ITB Clause 8
	Section I.	Preface
	Section II.	Instructions to Bidders (ITB)
	Section III.	Bid Data Sheet (BDS).
	Section IV.	Eligibility Criteria
	Section V.	Bidding Forms
	Section VI.	Scope of Work
	Section VII.	General Conditions of Contract (GCC).
	Section VIII.	Special Conditions of Contracts (SCC).
	Section IX	Contract Forms
	Section X	Exit Management
		Appendix A TO F
	6.2	The Invitation for Bids issued by the Purchaser is a part of the Bidding Document.
6.3	The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Purchaser.	
6.4	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.	
7. Clarification of Bidding Document	7.1	The Purchaser shall publish its response to all the clarifications sought by the bidders in the OPTCL & Tender wizard websites only, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and Sub-Clause 23.2.

	7.2	The Purchaser will organize a pre-bid conference at the time and place indicated in BDS. The purpose of the conference will be to clarify issues and answer queries that the bidders might have. Bidders are requested to submit the queries in writing to reach the purchaser not later than 3 days before the conference. Queries and responses shall be communicated in accordance with ITB Clause 7.1. Any modifications to the Bidding document listed in ITB Clause 6.1 which may become necessary as a result of pre-bid conference shall be made by the Purchaser exclusively by issuing Addendum and not through the clarifications of the pre-bid conference.
8. Amendment of Bidding Document	8.1	At any time prior to the deadline for submission of the Bids or the award of the contract, the Purchaser may amend the Bidding Document by issuing addenda in the tender portal.
	8.2	The Purchaser, at its discretion for any reason whether at its own initiative or in response to a clarification requested by a bidder may add, modify or remove any component of Related Service entirely or any part thereof from the bid document till the time of Bid Submission. All bidders will be notified for any such changes through portal.
	8.3	In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the last date for the receipt of Bids, pursuant to ITB Sub-Clause 23.2.
	8.4	Any addendum issued shall be part of the Bidding Document.

C. Preparation of Bids

9. Cost of Bidding	9.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
10. Language of Bid	10.1	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.
11. Documents Comprising the Bid	11.1	The Bid shall conform to e-Tendering procedures as detailed at Section II , header H.

	11.2	Initially, only the Technical Proposals opened at the address, date and time specified in ITB Sub-Clause 26.1. The Price Bids remain unopened and held in e-Tendering Portal. The Technical Proposals shall be evaluated by the Purchaser as per Evaluation Methodology mentioned in Appendix-B .
	11.3	Price bid of technically responsive Bids shall be opened in the e-tender portal at the date and time to be advised by the Purchaser. The Price bid shall be evaluated as per Evaluation Methodology mentioned in Appendix-B .
	11.4	Contract shall be awarded to the techno commercially qualified L1 Bidder.
	11.5	The Technical Proposal shall contain the following:
	A	Technical Proposal Submission Sheet;
	B	bid Security, in accordance with ITB Clause 20;
	C	written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 21;
	D	documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
	E	documentary evidence in accordance with ITB Clauses 17 and 29, that the Goods and Related Services conform to the Bidding Document;
	F	documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
	G	any other document required in the BDS.
	11.6	The Price bid shall contain the following:
	A	Price bid Submission Sheet and the applicable Price bid, in accordance with ITB Clauses 12, 14, and 15;
	B	any other document required in the BDS.
12. Bid Submission Sheets and Price Bid	12.1	The Bidder shall submit the Technical Proposal and the Price Bid using the appropriate Submission Sheets provided in Section V, Bidding Forms and Supplier response format, Appendix A . These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
	12.2	The Bidder shall submit the Price Bid using the forms furnished in Section V, Bidding Forms and Supplier response format, Appendix A .
	12.3	The Bidders should take note of following points while submitting the Price Bid:-
	A	Price Bid should clearly indicate the price to be charged without any qualifications whatsoever and should include GST, and other taxes as may be applicable to be paid pre- or post-delivery or to be deducted by the purchaser at source, in relation to the related services. Such taxes, if not explicitly mentioned in the Price bid tables in Appendix F , but applicable under law, should

		be included in the Quote under “Any other levies” column.
	B	The Bidder will provide Tax rates assumed for the calculation at the time of proposal for each item in notes to respective table in Appendix E .
	C	Please refer to GCC Clause [13.2] and the SCC for Price adjustments due to change any applicable taxes, duties and any other statutory levies.
13. Alternative Bids	13.1	Alternative (alternate technology/architecture/design/ functionality or proposals with multiple options) bids shall be rejected.
14. Bid Prices and Discounts	14.1	The prices quoted by the Bidder in the Price Proposal Submission Sheet and in the Price Bid shall conform to the requirements specified below
	14.2	All items in the Appendix F must be listed and priced separately in the Price Bid. If an item listed in Price Schedule is not priced, their prices shall be assumed to be included by the bidder in the prices of other items.
	14.3	If an item is not listed in the Price Schedule, it shall be assumed not to be included in the Bid. In such event, if the bid is otherwise substantially responsive, Bid Price shall be adjusted during evaluation of Price Bids, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The price of the missing or non-conforming item or component for this purpose shall be the highest of the prices quoted by the other bidders for such missing item or component.
	14.4	The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.
	14.5	Prices quoted by the Bidder must be firm and final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications, except as specified in the GCC Clause 13.2
	14.6	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. However, in the event of such an offer, without considering the separate discount, is found to be the lowest, the Purchaser shall avail such discount at the time of award of contract.
15. Currencies of bid	15.1	Bidders may express their bid price in Indian Rupees only
	16.1	To establish their eligibility in accordance with ITB Clause 3, Bidders shall:

16. Documents Establishing the Eligibility of the Bidder	A	Complete the eligibility declarations in the Bid Submission sheet, included in Section V, Bidding Forms.
17. Documents Establishing the conformity of the goods & Related services to the bidding document.	17.1	To establish the conformity of the services to the Bidding Document, the Bidder shall furnish as part of its Technical Proposal the documentary evidence against Services provided.
	17.2	The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the services, demonstrating substantial responsiveness of the services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions.
	17.3	Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Scope of Work, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Scope of Work.
18. Documents Establishing the Qualifications of the Bidder	18.1	To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Section IV, Eligibility Criteria.
19. Period of Validity of Bids	19.1	Bids shall remain valid for the period of 180 days after the bid submission deadline date prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
	19.2	In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security furnished in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid
20. Bid Security	20.1	₹ 2,58,500/- (Rupees Two Lakh Fifty Eight Thousand Five Hundred) towards EMD which is refundable , to be paid through NEFT/RTGS in favour of "POWER SYSTEM, OPTCL" having Current A/C No. 588901110050000, IFS Code: UBIN0558893
21. Format and Signing of Bid	21.1	The Bidder shall prepare Technical Proposal and the Price as described in ITB Clause 11 following e-

		Tendering procedures as detailed at Section II , header H.
	21.2	Bidder authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. Response Formats duly filled along with supporting documents shall be page numbered under Documents.
	21.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

22. Bid submission	22.1	<p>SLDC, OPTCL invites bids in e-tendering mode only under “Single Stage – two part bid” procedure of bidding</p> <p>Interested bidders are required to enroll themselves and bid in the tender portal www.tenderwizard.com/OPTCL, where complete set of bidding documents shall be available.</p> <p>Bidders are requested to regularly visit cited Tender Portal for further amendment /errata /corrigendum /Other information (if any), as the same shall be published only on the cited Tender Portal.</p> <p>The Bidder shall enclose the Technical Proposal and the Price Bid.</p>
	22.2	<p>The following documents need to be submitted in hard copy (original) to SLDC, OPTCL</p> <ol style="list-style-type: none"> i. Duly signed Bid Forms ii. Bid Declaration Form 1 along with Form 1B iii. Documentary proof of Submission of Tender Cost. iv. Documentary proof of submission of Tender Cost & EMD
	22.2.1	The envelope containing the above hardcopy for submissions must bear the name and address of the Bidder and addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;
	22.3	If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening and resultant disqualification of the bid.
	23. Deadline for Submission of bids	23.1

	23.2	The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
24. Late Bids	24.1	The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB Clause 23. Any Bid received by the Purchaser after the deadline for submission of Bids shall be rejected.
25. Withdrawal, Substitution, and Modification of Bids	25.1	A Bidder may withdraw, substitute, or modify its Bid after it has been submitted as per e- Tendering procedures detailed at Section II, header H. in accordance with ITB Sub-Clause 21.2 and 23. The corresponding substitution or modification of the bid must accompany the respective written notice. All Notices must be:
	A	submitted in accordance with ITB Clauses 21 and 22 (except that Withdrawal Notices), and in addition, the Bid shall be clearly marked "Withdrawal," "Substitution," "Modification"; and
	B	Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.
	25.2	Bids requested to be withdrawn in accordance with ITB Sub- Clause 25.1 shall be processed as per e-Tendering procedure.
	25.3	No Bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in ITB Clause 19.1 or any extension thereof.
	26. Bid Opening	26.1
	26.2	The Price Bids will remain unopened and will be held in e-Tendering portal until the time of opening of the Price Bids. The Purchaser shall advise the responsive bidders about the date, time, and location of the opening of Price Bids in e-Tendering portal.
	26.3	For "WITHDRAWAL" bidder shall made a valid authorization request to purchaser for subsequent action.
	26.4	Next, For "SUBSTITUTION". Substitution Price Bids will remain unopened in accordance with ITB Sub-Clause 26.2. No bid shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

	26.5	Next, For “MODIFICATION”. No Technical Proposal and/or Price Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Proposals. Only the Technical Proposals, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original as well as Modification, will remain Unopened in accordance with ITB Sub-Clause 26.2.
	26.6	All other bid documents holding the Technical Proposals shall be opened one at a time, and the following read out and recorded :
	A	the name of the Bidder;
	B	Whether there is a modification or substitution;
	C	the presence of a Bid Security, if required; and
	D	Any other details as the purchaser may consider appropriate. Only Technical Proposals read out and recorded at bid opening shall be considered for evaluation.
	26.7	The Purchaser shall prepare a record of the opening of Technical Proposals through tender portal. The list of Techno-commercially qualified responsive bids shall be intimated through the tender portal. Also the list of Techno-commercially non-qualified or non-responsive bids shall be intimated through the tender portal giving the reasons.
	26.8	On the basis of the evaluation of the Technical Proposals, the Purchaser will intimate bidders through the tender portal who have submitted responsive Technical Proposals to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be intimated by the Purchaser giving reasonable time through the tender portal.
	26.9	The Purchaser will notify Bidders in writing who have been rejected on the grounds of being non-responsive to the requirements of the Bidding Document and return their Price Bids unopened, before the opening of the Price Bid.
	26.10	The Bidder’s representatives who are present shall be requested to sign a register evidencing their attendance.
	26.11	Price Bids of the techno-commercially qualified bidders shall be opened one at a time and the following read out and recorded:
	A	the name of the Bidder
	B	Whether there is a modification or substitution;
	C	The Bid Prices.
	26.12	The Purchaser shall prepare a record of the opening of Price Bids through tender portal.

E. Evaluation and Comparison of Bids

27. Confidentiality	27.1	Information relating to the examination, evaluation, comparison and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process.
	27.2	Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.
	27.3	Notwithstanding ITB Sub-Clause 27.2, from the time of opening the Technical Proposals to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. If the bidder or any of his subcontractors/consortium members meet the Purchaser's personnel, it will be considered as "coercive practices", and may result in rejection of the bid.
28. Clarification of Bids	28.1	To assist in the examination, evaluation, comparison and post- qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for The Purchaser's request for clarification and the response shall be in writing.
29. Responsiveness of Technical Proposal	29.1	The Purchaser's determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.
	29.2	A responsive Technical Proposal is one that conforms to all the mandatory requirements, terms, conditions, and specifications of the Bidding Document without any technical/functional deviation, reservation, or omission. A technical/functional deviation, reservation, or omission is one that:
	A	affects the scope, quality, or performance of the Services specified in the Contract; or
	B	limits or is inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the Contract; or
	C	If rectified would unfairly affect the competitive position of other bidders presenting responsive Technical proposals.
29.3	If a Technical Proposal is not responsive to the Bidding Document, it shall be rejected by the Purchaser and shall not subsequently be made responsive by the Bidder by correction of the technical/functional deviation, reservation, or omission.	
30. Non conformities, Errors, and Omissions	30.1	Provided that a Technical Proposal is responsive, the Purchaser may waive any non-conformity or omission

		in the Bid that does not constitute a technical/functional deviation.
	30.2	Provided that a Technical Proposal is responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, nonconformities or omissions in the Technical Proposal related to documentation requirements. Such omission shall not be related to any aspect of the Price Bid of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	30.3	Provided that a Technical Proposal is responsive, the Purchaser will rectify nonconformities or omissions. To this effect, the Bid Price shall be adjusted during evaluation of Price Bids, for comparison purposes only, to reflect the price of the missing component. The adjustment shall be made using the method indicated in GCC. All the above are subject to online e-Tendering features.
	30.4	Provided that the Technical Proposal is responsive, the Purchaser will correct arithmetical errors during evaluation of Price Bids on the following basis:
	A	if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
	B	if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
	C	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 subject to (a) and (b) above.
	D	If there is a discrepancy between percentage and figures related to various taxes or levies, the percentage shall prevail over figure mentioned. However, where the amount expressed in percentage is related to an arithmetic error, the amount in figures shall prevail subject to (a) and (b) above. It should also be noted that at time of payment against, the prevailing tax/levy rates will be used as on the date of approval of payment.
	E	Except as provided in sub-clauses (a) to (c) herein above, the Purchaser shall reject the Price Bid if the

		same contains any other computational or arithmetic discrepancy or error.
	30.5	If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited.
31. Preliminary Examination of Bids	31.1	The Purchaser shall examine the Technical Proposal to confirm that all documents and technical documentation requested in ITB Sub-Clause 11.5 have been provided, and to determine the completeness of each document submitted.
	31.2	The Purchaser shall confirm that the all the documents and information have been provided in the Technical Proposal as mentioned in RFP. If any of these documents or information is missing, the offer shall be rejected.
	31.3	Likewise, following the opening of Price Proposals, the Purchaser shall examine the Price Bids to confirm that all documents and financial documentation requested in ITB Sub- Clause 11.6 have been provided, and to determine the completeness of each document submitted
	31.4	The Purchaser shall confirm that the following documents and information have been provided in the Price Bid. If any of these documents or information is missing, the offer shall be rejected
	(a)	Price Bid Submission Sheet in accordance with ITB Sub-Clause 12.1; and
	(b)	Price Bid, in accordance with ITB Clauses 12, 14 and 15.
	32. Examination of Terms & conditions ; Technical Evaluation	32.1
	32.2	The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in the Scope of Work at Section VI, of the Bidding Document have been met without any technical/functional deviation or reservation.
	32.3	If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Technical Proposal is not responsive in accordance with ITB Clause 29, it shall reject the Bid
33. Margin of Preference	33.1	No margin of preference shall apply.
34. Evaluation of Bids	34.1	Purchaser shall evaluate Price Bids of each Bid for which the Technical Proposal has been determined to be responsive.
	34.2	To evaluate a Price Bid, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in Section IV, Eligibility Criteria and evaluation

		methodology in Appendix- B . No other criteria or methodology shall be permitted.
	34.3	To evaluate a Price Bid, the Purchaser shall consider the following:
	A	The Bid Price quoted in Price Bid Submission Sheet i.e. inclusive of all duties, levies and taxes.
	B	Price adjustment in accordance with Clause 14.3 of ITB for missing or non-conforming item(s) or component(s).
	C	price adjustment for correction of arithmetic errors in accordance with ITB
	34.4	Contracts shall be awarded only to the techno-commercial qualified bidder with the Lowest quoted price in the price bid
35. Comparison of Bids	35.1	The Purchaser shall compare all responsive bids to determine the bid with the price quoted, in accordance with ITB
36. Post- qualification of the Bidder	36.1	The Purchaser shall determine to its satisfaction during the evaluation of Technical Proposals whether Bidders are qualified to perform the Contract satisfactorily
	36.2	The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB and to clarifications in accordance with ITB. The eligible bidders shall meet qualifying requirements as mentioned in Eligibility Criteria (Section IV).
	36.3	An affirmative determination in accordance with this clause shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Purchaser shall return the unopened Price Bid to the Bidder.
37. Purchaser's Right to accept any bid, and to reject any or all bids.	37.1	The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

F. Award of Contract

38. Award Criteria	38.1	The Purchaser shall award the Contract to the techno-commercial qualified bidder with the Lowest quoted price (L1) in the price bid and is responsive to the Bidding Document provided.
39. Purchaser's Right to Vary Quantities at Time Of Award.	39.1	Purchaser reserves the right to increase or decrease the number of resource/Man-Month/Man-Day, as applicable subject to the limit of +-30% of the contract price, without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document. Any increase/decrease in quantity resulting in increase/decrease in the contract price by more than

		30% of the contract price shall be subject to mutual agreement between the successful bidder & the purchaser taking into account the prevailing market condition.
40. Notification of Award	40.1	Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
	40.2	Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract
41. Signing of Contract	41.1	Promptly after notification not later than 30 days from the date of Notification of award, the Successful bidder in consultation with the purchaser shall submit to the Purchaser the Contract Agreement in the prescribed format in non-judicial stamp paper affixing appropriate stamp duty.
	41.2	The successful bidder required to sign agreement in person at purchaser's address as instructed by purchaser.
	41.3	The successful Bidder shall provide an undertaking that the key staff identified for the project (as submitted in its bid proposal) shall be available for the respective proposed work requirement, anytime during the duration of the project, till its successful completion.
42. Performance Security	42.1	Within Fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX, Contract Forms.
	42.2	Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next successful Bidder whose offer is responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
43. Local Conditions	43.1	It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents and specifications. The purchaser shall not entertain any request for clarifications from the bidders, regarding such local conditions. It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the contract awarded under these specifications and documents will be entertained by the purchaser. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the purchaser, which are based on the lack of such clear information or its effect on cost of the works to the bidder.

G. Interpretation

44. Interpretation of the TRS and the RFP document	44.1	This Bid Document, inclusive of the TRS document, Schedules, annexure(s), the statements, exhibits and sections, if any, comprises the whole and complete Document.
	44.2	This RFP document should be read in consonance with the TRS document, Schedules, annexure(s). In the RFP document references to the TRS have been provided. In case there is no reference relating to a particular clause(s) of the TRS, it should be deemed as the said reference has been provided. The bidder is required to read all the documents and would be deemed to be in knowledge of the provisions of both the TRS and the RFP document. No claim of any nature whatsoever shall be entertained in this regard.
	44.3	In case of any conflict with any provision relating to the TRS document and the RFP document, the provisions of the RFP document shall prevail for all intents and purposes.

H. E-Tendering Process – Guide lines

The interested bidders are advised to register their user ID, Password, company ID with website www.tenderwizard.com/OPTCL by clicking on hyper link “Register Me” on the above said tender website.

The bidder shall submit the bid in Electronic Mode only i.e., with tender website www.tenderwizard.com/OPTCL. The bidder must ensure that the bids are received in the specified tender website of the OPTCL by the date and time indicated in the Tender notice. Bids submitted other than under above mode will not be accepted. No request to submit the Bids in physical form will be entertained by the OPTCL.

The OPTCL reserves the right to reject any bid, which is not submitted according to the instruction, stipulated.

The participants to the tender should be registered under IT Act / Service tax Act.

1. The Bidder must possess Compatible Digital Signature Certificate (DSC) of Class-II or Class-III.
2. Bidders are requested to follow the below steps for Registration on the tender website:
 - a. Click “Register”, fill the online registration form.
 - b. All the Bidders are requested to get registered for e- tendering by paying Registration amount of **INR 2360/- (Including GST)**, payment should be made through e-payment mode only. For any assistance please contact help desk at Bangalore – 080- 40482000
 - c. Send the acknowledgment copy for verification.
 - d. As soon as the verification is done the e-tender user id will be enabled.

3. After viewing Tender Notification, if bidder intends to participate in Tender, he has to use his e-tendering User Id and Password which would have been received after registration.
4. If any Bidder wants to participate in the tender he will have to follow the instructions given below:
 - a. Insert the PKI (which consist of your Digital Signature Certificate) in your System. (Note: Make sure that necessary software of PKI be installed in your system).
 - b. Click / Double Click to open the Microsoft Internet Explorer.
 - c. Type www.tenderwizard.com/OPTCL in the address bar, to access the Login Screen.
 - d. Enter e-tender User Id and Password, click on “Go”.
 - e. Click on “Click here to login” for selecting the Digital Signature Certificate.
 - f. Select the Certificate and enter DSC Password.
 - g. Re-enter the e-Procurement User Id Password
5. To make a request for Tender Document, Bidders will have to follow below mentioned steps.
 - Click “Un Applied” to view / apply for new tenders.
 - Click on Request icon for online request.
 - Enter the required fields including details of Documentary proof of payment through e-payment mode for tender Processing fee.
6. After making the request, Bidders will receive the Bid Documents which can be checked and downloaded by following the below steps:
 - Click to view the tender documents which are received by the user.
 - Tender document screen appears.
 - Click “Click here to download” to download the documents.
7. After completing all the formalities Bidders will have to submit the tender and they must take care of following instructions.
 - Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not
 - Note down / take a print of bid control number once it is displayed on the screen
8. Competitors bid sheets will be available in the website.

Section III. Bid Data Sheet

A. Introduction	
ITB 1.1	The Identification number of the Invitation for Bids is : SLDC-01/2022-23
ITB 1.1	The Owner/Purchaser is : ODISHA POWER TRANSMISSION CORPORATION LIMITED (OPTCL)/STATE LOAD DESPATCH CENTRE (SLDC)
ITB 1.1	The name of the Tender is: Selection of Project Management Consultant (PMC) to assist OPTCL in implementation of Scheduling, Accounting, Metering and Settlement of Transactions in Electricity (SAMAST) The identification number of the Tender is: SLDC-01/2022-23
B. Bidding Document	
ITB 7.1	For clarification purposes only, the Purchaser's address is: STATE LOAD DESPATCH CENTRE, OPTCL (www.tenderwizard.com/optcl) / or email-(cld_slcd@sldcorissa.org.in)
ITB 7.2	Details of Pre-Bid conference: Date: 11-05-2022 at 11:00 AM Venue: State Load Despatch Centre, GRIDCO Colony, Mancheswar Rly. Colony, Bhubaneswar-751017.
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: English
ITB 12.3 (b)	Tender Cost: ₹ 12,000/- (INR) + GST@18%= ₹ 14,160/- EMD: ₹ 2,58,500/- Mode of Payment of Tender cost & EMD: The bidders who want to submit bids shall have to pay non-refundable amount of ₹ 14,160/- (Rupees Fourteen Thousand One Hundred Sixty) only including GST @ 18% towards the tender cost and ₹ 2,58,500/- (Rupees Two Lakh Fifty Eight Thousand Five Hundred) towards EMD which is refundable , to be paid through NEFT/RTGS in favour of "POWER SYSTEM, OPTCL" having Current A/C No. 588901110050000, IFS Code: UBIN0558893
ITB 13.1	Alternative Bids shall not be permitted.
ITB 14.2	The Prices are all inclusive excluding GST, which shall be shown separately.
ITB 14.5	The prices quoted by the Bidder shall be: Firm (subject to Section VII GCC 13.2)
ITB 15.1	Bidders may express their bid price in INR. Wherever reference to "₹" or "Rupees" or "Rs" as currency has been made, the same should be taken as "Indian Rupees".
ITB 19.1	The bid validity period shall be 180 days after the bid submission deadline date prescribed by the Purchaser.

ITB 20.1	₹ 2,58,500/- (Rupees Two Lakh Fifty Eight Thousand Five Hundred)
D. Submission and Opening of Bids	
ITB 21.1	Bidder to refer Section II. Instructions to Bidders - D. Submission and Opening of Bids
ITB 21.2	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: Notarized Power of Attorney: - If the bidder is from a country where this practice is not used then a similar legal instrument of authorization as applicable under the home country laws of bidder must be provided.
ITB 22.2 (c)	The identification of this bidding process is: The identification of this bidding process is: "Single Stage – Two part Bid" procedure of bidding. Bid Identification No: SLDC-01/2022-23 Name: Selection of Project Management Consultant (PMC) to assist OPTCL in implementation of Scheduling, Accounting, Metering and Settlement of Transactions in Electricity (SAMAST)
ITB 23.1	For bid submission purposes only, the Purchaser's address is : STATE LOAD DESPATCH CENTRE (www.tenderwizard.com/optcl) / or email-(cld_sldc@sldcorissa.org.in)
ITB 23.1	The deadline for bid submission is: Date: 20-05-2022 Time: 03:00 PM Wherever reference to "Time" has been made, the same shall be taken as Indian Standard Time. If time is mentioned in "P.M", the same shall be converted into Hours by adding 12 Hours e.g. 2.30 P.M equal to 2.30 + 12 i.e. "14.30 Hours IST"
ITB 26.1	The bid opening shall take place at: Date: 20-05-2022 Venue: State Load Despatch Centre, GRIDCO Colony, Mancheswar Rly. Colony, Bhubaneswar-751017 Time: 04:00 PM
E. Evaluation, and Comparison of Bids	
ITB 33.1	A margin of preference shall not apply.
ITB 34	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Indian Rupees.

F. Award of Contract	
ITB 39.1	Purchaser reserves the right to increase or decrease the number of resource/Man-Month/Man-Day, as applicable subject to the limit of +/-30% of the contract price, without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document. Any increase/decrease in quantity resulting in increase/decrease in the contract price by more than 30% of the contract price shall be subject to mutual agreement between the successful bidder & the purchaser taking into account the prevailing market condition.
ITB 42.1	If the successful bidder fails to furnish the required Performance Security within 15 days of the receipt of notification of award, the Purchaser reserves the right to terminate the award by forfeiting Bid Security without any notice.
ITB 42.2	The successful bidder required to sign agreement in person at purchaser's address. The Purchaser reserves the right to terminate the award by forfeiting Bid Security without any notice.

Section IV. Eligibility Criteria

Eligibility Criteria of IA

The Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in the RFP document. Keeping in view the complexity & volume of the work involved, the following criteria are prescribed as eligibility criteria for Bidder interested in undertaking the project. The Bidder must also possess the technical know-how and the financial stability that would be required to successfully establish/execute the project management consultancy services for Implementation of SAMAST and thereafter for the entire period of the contract. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the tender document. The invitation to bid is open to all Bidders who qualify the eligibility criteria as given below:

ELIGIBILITY CRITERIA

Sl. No.	Criteria	Mandatory Documents
A.	Firm's Financial and Manpower Strength	
1	The Bidder should be a company incorporated/ registered in India under the Companies Act, 1956 and (or as amended in companies Act 2013) and should have been in the business of project management consultancy for the last 5 financial years.	Certificate of Incorporation and copy of Memorandum and Articles of Associations of the company evidencing that they are working in the project Management consultancy services for the last five years should be attached.
2	The Minimum Average Annual Turnover (MAAT) for IT related services turnover of the bidder should be at least INR 10 crores or more with positive net worth in each of the immediately preceding three years (2018-19, 2019-20 and 2020-21), calculated as revenue earned from the projects.	Copy of the audited annual accounts of the company showing turnover of the company for the last three financial years supported by Chartered Accountant certificate for Net-worth and turnover (MAAT).
3	The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies as on bid submission date.	Undertaking in this regard by the authorized signatory of the bidder.
4	The Bidder must have PAN Card, GSTIN, Registration under labor laws & contract act	Valid Scanned Copies of the PAN Card, GSTIN, Registration under labor laws & contract act of the Bidder
5	The Bidder should have at least one office (registered/branch) in Bhubaneswar. If the Bidder is not having any office in Bhubaneswar then the bidder should submit a letter of undertaking to open an office in Odisha within 30 days from the date of issue of work order.	Latest copy of Property tax /Electricity Bill/Telephone Bill/G.S.T./C.S.T. Registration/Lease agreement etc. should be submitted as proof Or In case bidder is not having office in Odisha, letter of undertaking to open an office in Odisha within 30 days from the date of issue of work order to be submitted.

Sl. No.	Criteria	Mandatory Documents
6	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.
7	The Bidder must have on its roll at least 50 professionals in the area of Project Management consultancy services as on bid submission date.	Undertaking/certificate from the Head of HR department on the company letter head certifying the bid requirement.
B.	Past Performance & Relevant Project Experience	
8	<p>The Consultant firm should have relevant experience of providing consulting services or professional employment in power transmission and SLDC areas (central /state power utilities in India) focused on RFP preparation / feasibility study / IT assignments / procurement / project management in last 5 years.</p> <p>Note: Prior experience of working with Odisha state power utilities will be an added advantage</p>	<p>a. Copy of Work order / Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order.</p> <p>b. Completion Certificate on client letterhead</p> <p>c. Submit suitable, verifiable evidence to demonstrate the experience.</p>
C.	Criteria on Domain Expertise	
9.	<p>The Consultant team members should have</p> <ol style="list-style-type: none"> Adequate knowledge about energy meters, automatic data acquisition system, SERC/CERC Regulations, IT hardware & software to automate different processes of SLDC such as dispatch scheduling, open access, outage management, energy accounting, website management etc. Good knowledge and should be well acquainted with the regulatory environment of the power sector and functioning of Transco/SLDC and possess experience in dealing with such similar matters on a wide range. Strong communication skills, project management skills and ability to deliver the tasks on time and need to perform the services with the highest standards of professional, ethical and moral competence. <p>The Consultant team will be required to play a leadership role and work alongside with the management team of OPTCL.</p>	<p>Duly signed and sealed Undertaking/certificate from the Authorized signatory of the Firm on the company letter head certifying the mentioned Criteria on Domain Expertise.</p>

Note:

1. Consortium is strictly not allowed.
2. Sub-Contracting is strictly not allowed.
3. Bidding from individual consultant will not be considered for this project.

Form-1B

(Reverse Auction Process Compliance Form)

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

To,

The Chief Load Despatcher,
State Load Despatch Center, GRIDCO Colony, Mancheswar Rly. Colony,
Bhubaneswar-751017

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 company seal

Name, Designation & Address of Person having power of attorney for this tender:

Name:

Designation:

Address:



FORM 2 – CERTIFICATE AS TO CORPORATE PRINCIPAL

To
The Chief Load Despatcher,
State Load Despatch Center, GRIDCO Colony, Mancheswar Rly. Colony,
Bhubaneswar-751017

(To be signed by any of Board Directors or Company Secretary)
(To be accompanied along with requisite copy of the board resolution)

I certify that I am of the Company under the laws ofand thatwho signed the above tender is authorized to bind the Company / Firm by authority of its governing body.

Signature:
Full Name:
Address:

Form 3 - PRE-BID PARTICIPATION REQUEST FORMAT

To

The Chief Load Despatcher,
State Load Despatch Center, GRIDCO Colony, Mancheswar Rly. Colony,
Bhubaneswar-751017

We certify that we _____ (Implementation Agency) hereby authorize following two (2 Nos.) members to attend the Pre-Bid Conference for RFP Identification no. _____ on our behalf.

#	Name	Designation
Attendee No 1		
Attendee No 2		

We have already submitted our queries (if any) 3 (three) days in advance to OPTCL.

Authorized Signatory name:

Signature: _____

Full Name: _____

Address: _____

<PRE-BID QUERY FORMAT>

Sl. No.	Document	Clause No./ Page No.	Clause	Query	Suggestion
1					
2					
3					
4					
5					
6					

Note:

- i. Bidders are requested to submit the relevant pre-bid queries to OPTCL in the prescribed format only along with the duly signed "Form 3 - PRE-BID PARTICIPATION REQUEST"
- ii. **For participating in the pre-bid meeting, prospective bidders are requested to submit the valid, reasonable queries on RfP in prescribed format only along with documentary proof of payment of tender processing fee through e-procurement portal www.tenderwizard.com/OPTCL.**
- iii. **Bidders should send their nominations of max 2 personnel to participate in the pre-bid meeting along with pre-bid queries.**



FORM 4 – UNDERTAKING REGARDING NON-BLACK-LISTING

To
The Chief Load Despatcher,
State Load Despatch Center, GRIDCO Colony, Mancheswar Rly. Colony,
Bhubaneswar-751017

I, _____ (Name of the Authorized person) presently working in the capacity of _____(designation) and I have been duly authorized by _____(bidder name) a Company incorporated under the provisions of the Indian Companies Act /Limited Liability Partnership Act 2008, having its Registered office/ Corporate Office / at _____ to furnish the aforesaid undertaking against the specific requirement as specified in RFP NIT No. _____ and accordingly, I, on behalf of _____(name of the bidder) hereby solemnly declare & affirm as under:-

1. That _____ (Name of the bidder) have not been blacklisted / debarred / disqualified by any Govt. of India or any of its agencies, any State Govt. or any of its agencies, State or Central PSUs etc. during the last 5 years till the date of submission of Bid.

Signature of Company Secretary/Authorized

Signatory of the Bidder's organization [In full :.....
and initials]

Name and Title of Signatory :.....



FORM 5 – UNDERTAKING/CERTIFICATION ON MANPOWER STRENGTH OF FIRM

To
The Chief Load Despatcher,
State Load Despatch Center, GRIDCO Colony, Mancheswar Rly. Colony,
Bhubaneswar-751017
(To be signed by Head of HR Department of the Firm)

I, _____ (Name of the Authorized person) presently working in the capacity of _____(designation) and I have been duly authorized by _____(bidder name) a Company incorporated under the provisions of the Indian Companies Act /Limited Liability Partnership Act 2008, having its Registered office/ Corporate Office / at _____ to furnish the aforesaid undertaking against the specific requirement as specified in RFP NIT No. _____ and accordingly, I, on behalf of _____(name of the bidder) hereby solemnly declare & affirm as under:-

- 1. That _____ (Name of the bidder) have on its roll at least 50 professionals in the area of Project Management consultancy services as on bid submission date.

Signature of Head of HR Department of the Bidder's organization [In full and initials] :.....
Name and Title of Signatory :.....



FORM 6 – UNDERTAKING/CERTIFICATION ON COMPLYING DOMAIN EXPERTISE CRITERIA

To

The Chief Load Despatcher,
State Load Despatch Center, GRIDCO Colony, Mancheswar Rly. Colony,
Bhubaneswar-751017

(To be signed by Company Secretary/Authorized Signatory of the Firm)

I, _____ (Name of the Authorized person) presently working in the capacity of _____(designation) and I have been duly authorized by _____(bidder name) a Company incorporated under the provisions of the Indian Companies Act /Limited Liability Partnership Act 2008, having its Registered office/ Corporate Office / at _____ to furnish the aforesaid undertaking against the specific requirement as specified in RFP NIT No. _____ and accordingly, I, on behalf of _____(name of the bidder) hereby solemnly certify & affirm as under that the proposed consultant team members of _____ (Name of the bidder) have :-

1. Adequate knowledge about energy meters, automatic data acquisition system, SERC/CERC Regulations, IT hardware & software to automate different processes of SLDC.
2. Good knowledge and well acquainted with the regulatory environment of the power sector and functioning of Transco/SLDC and possess experience in dealing with such similar matters on a wide range.
3. Strong communication skills, project management skills and ability to deliver the tasks on time and need to perform the services with the highest standards of professional, ethical and moral competence.

Also, _____ (Name of the bidder) will play a leadership role and work alongside with the management team of OPTCL for smooth and time bound execution of SAMASTH.

Signature of Company Secretary/Authorized

Signatory of the Bidder's Firm [In full and _____
initials]

Name and Title of Signatory _____

FORM-7: FORMAT FOR CV

S. No.	Details
1.	Name of Firm:
2.	Name of Staff:
3.	Proposed Position (Only one resource shall be nominated for each position):
4.	Date of Birth: Nationality:
5.	Education (indicate college/university and other specialized education of staff member, giving names of institution, degree obtained and date of obtainment):
6.	Membership of Professional Association:
7.	Other Training:
8.	Countries of Work Experience:
10.	Languages:
11.	Employment Record (starting with present position, list in reverse order every employment held by staff member as per following): From (year) To (Year) Employer: Position Held:
12.	Detailed Tasks assigned (List all tasks to be performed by the staff member under this assignment):
13.	Work undertaken that best illustrates capability to handle the tasks assigned: i. Name of assignment or project: ii. Period: From: MM/YY to MM/YY iii. Location: iv. Client: v. Industry/Sector vi. Main project features: vii. Position held: viii. <u>Actual activities performed:</u>
14.	Certification: I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged. (Signature of staff member) Date:

Section VI. Scope of Work

Phase	Description of Phases
Phase -I	Pre-TENDER Stage
	<p>Activities:</p> <ol style="list-style-type: none"> 1. The bidder shall conduct detailed study on current procedures, rules and regulations, project requirements and finalization of system requirements for SAMAST. 2. The bidder shall review the total SAMAST project cost for SLDC and identify gap based on approved budgetary support from PSDF. 3. The bidder shall review the case studies, published tenders in terms of their scope and prices from states wherein SAMAST is being awarded/under implementation. 4. Preparation of detailed Project Report (DPR) for Management Approval. 5. Based on the As-IS study and framing of the To-Be, the DPR shall include the following points but not limited to: <ol style="list-style-type: none"> a. Need For the Development of SAMAST Framework at State level b. Profile of State Energy Accounting Framework\Existing ABT Metering Arrangement in Odisha c. Gap Analysis and issues Identified in existing Energy Accounting Process d. Facilitation of non-discriminatory open access to eligible customers and related billing and settlement. e. Credible and dispute-free deviation settlement mechanism to facilitate power market/trading. f. Development of modules for Outage Management, Forecasting, Scheduling and DSM as per prevailing Regulation. g. Maintenance of SLDC Website & Mobile Application. h. Archival and Utilization of Energy Meter Data & Analytics. i. Approach for development of budgetary cost estimates 6. Main components of the DPR as follows but not limited to: <ol style="list-style-type: none"> a. Project Objectives b. Premise for cost estimate and key assumption c. Summary of budgetary Cost Estimates d. Proposed Technology <ol style="list-style-type: none"> i. IT Infrastructure(Hardware) Requirement at SLDC ii. Software requirement and Software requirement Specifications iii. Communication Infrastructure requirement e. Management approval procedure f. Tentative Implementation Schedule and Manpower Requirement analysis g. Success criteria and sustainability

Phase	Description of Phases
	<p>7. Carry out any other activities as needed to complete the tasks as requested by OPTCL/SLDC.</p> <p><u>Key deliverables in pre-TENDER stage (Phase-I)</u></p> <ol style="list-style-type: none"> 1. Preliminary report on AS-IS study ,Gap analysis and To-Be report 2. Detailed Project Report (DPR)
Phase-II	TENDER Stage
	<p><u>Activities:</u></p> <ol style="list-style-type: none"> 1. Preparation of technical specifications, eligibility criteria, qualification requirement, manpower estimation, bidding procedure, timeline, payment terms, deliverables etc. for drafting tenders for all package(s) created for SAMAST in SLDC. 2. Preparation of methodology for packaging and selection of implementing agency by reviewing the SAMAST tenders issued by other states and discussion with OPTCL/SLDC team. 3. To provide assistance to OPTCL/SLDC in publishing final RFP for selection of implementing agency (ies) for all package(s) created for SAMAST in SLDC. 4. Conducting pre-bid meeting and address the clarification sought by bidders regarding project details, scope of work and tender documents in coordination with the SLDC/OPTCL. 5. Prepare responses to pre-bid queries and issue of corrigendum if any in coordination with the SLDC/OPTCL. 6. Evaluation of Techno-Commercial bids submitted by various bidders and preparation of Techno-Commercial Evaluation Report for all tenders under SAMAST for SLDC in coordination with the SLDC/OPTCL. 7. Comparison of the financial bids submitted by various bidders and preparation of Financial Comparison Report for all tenders under SAMAST for SLDC in coordination with the SLDC/OPTCL. 8. Selection of the implementing agency(ies) based on the Techno-Commercial Evaluation Report and Financial Comparison Report in coordination with the SLDC/OPTCL. 9. Assisting OPTCL/SLDC in contracting with the selected implementing agencies on tasks like coordinating with selected bidders, preparation of draft contracts, Finalization of contract and issue of letter of Award etc. 10. Carry out any other activities as needed to complete the tasks as requested by OPTCL/SLDC. <p><u>Key deliverables in TENDER Stage (Phase-II)</u></p> <ol style="list-style-type: none"> 1. Floating of TENDER document, 2. Conducting pre bid conference and answering bidder queries.

Phase	Description of Phases
	3. Publishing corrigenda/ addenda, if required. 4. Techno-Commercial Evaluation Report of submitted bids, 5. Financial Comparison Report of submitted bids & 6. Selection of bidder and issue of letter of Award. 7. Finalization of contract document.
Phase III	Project Implementation and Monitoring Stage
	<p>Activities</p> <ol style="list-style-type: none"> 1. After award of contract to the Implementing Agency. the consultants shall vet the project plan and milestone (Pert and Gantt Charts) prepared by the Implementing Agency in order to ensure the conformity with the timelines prescribed for execution and completion of the project. 2. Drafting of the project governance plan and assistance to OPTCL/SLDC for the finalization of the same. 3. Assessment for the site survey and supply and of hardware at DC, DRC ,sub-station and other project locations <ul style="list-style-type: none"> ✓ Site survey Assessment ✓ Assessment of Hardware supply at Substation ✓ Hardware supply at DC and DRC ✓ Assessment of Installation of hardware at substation and meter installation ✓ Assessment of Installation of hardware at DC and DRC 4. Assessment for design, development and installation of SAMAST software components <ul style="list-style-type: none"> ✓ Project Status report for design of SAMAST components. ✓ Software design and development for components like forecasting, scheduling, energy accounting, etc. ✓ Verification of all factors w.r.t Software Installation 5. Monitoring and assessment during Integration, Site Acceptance Testing(SAT) and Training <ul style="list-style-type: none"> ✓ Integrated system site acceptance testing/ hardware and all software module (SAT) ✓ Training and Organizational Structure layout for SAMAST 6. The consultant shall organize testing, commissioning and User acceptance testing/Site Acceptance Testing conforming to the requirements, standards and specifications of the tender prior to project sign-off and Project Go-Live. 7. The consultant shall monitor, Inspect and supervise the overall implementation of the project and milestone achievement in coordination of the OPTCL/SLDC. 8. Submit Fortnightly status Reports on the progress of the Implementation and deviation if any from the baseline PERT and Gantt Charts including risks, issues & resolution mechanisms and support requirements etc. to OPTCL/SLDC for further action. 9. Conducting monthly meetings with OPTCL & SLDC representative, IA's representative and all involved vendors. 10. Preparation of issue/event log and review with OPTCL/SLDC 11. Carry out any other activities as needed to complete the tasks as

Phase	Description of Phases
	<p>requested by OPTCL/SLDC.</p> <p><u>Key deliverables in Project Implementation and Monitoring Stage (Phase III)</u></p> <ol style="list-style-type: none"> 1. Signing of Contract Agreement between OPTCL/SLDC and IA 2. Project Governance Plan. 3. Assessment report for the site survey and supply of hardware at Data Centre (DC), Disaster Recovery Site (DRS) ,sub-station and other project locations 4. Assessment reports for design, development and installation of SAMAST software components 5. Assessment report on Integration, Site Acceptance Testing(SAT) and Training 6. Report on Completion of testing, commissioning and User acceptance testing/Site Acceptance Testing 7. Weekly Report on Review, Inspection and Supervision of the project implementation. 8. Fortnightly status reports on the progress of the project implementation 9. Conducting monthly meetings on status, issues, risk involved during implementation and submission of minutes of meeting/record of discussion. 10. Report on review of issue/event log.
Phase IV	<u>Sign-Off Stage</u>
	<p><u>Activities</u></p> <ol style="list-style-type: none"> 1. Handing over the project information like warranty information, knowledge sharing, hand-holding and submission of tender compliance certificate to OPTCL/SLDC 2. Formal project sign-off. <p><u>Key deliverables in UAT and Sign-Off Stage (Phase-IV)</u></p> <ol style="list-style-type: none"> 1. Handing Over, knowledge sharing and Hand-holding 2. Project sign-off

Section VII. General Conditions of Contract

(1) Definitions		The following words and expressions shall have the meanings hereby assigned to them:
	1.1.1 (a)	<p>CONTRACT means the Agreement entered into between the Purchaser and the consultant, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.</p> <p>“Contract Period” shall means a period of 02 (two) years from the date of signing of contract between OPTCL/SLDC and Consultant. If need arises the contract period may be extended. The department also reserves the right to terminate the contract at any time during the contract period without assigning the reasons thereof.</p>
	(b)	<p>“Contract Documents” shall mean the following documents listed, including any amendments thereto be read and construed as part of this Agreement, viz.:</p>
		i. the Detailed award of contract;
		ii. the Service level agreement;
		iii. the Special Conditions of Contract;
		iv. the General Conditions of Contract;
		v. the Scope of Work;
		vii. the Instructions to bidders;
		viii. the Purchaser’s Notification to the contractor for Award of Contract;
		ix. Bid Submission Sheet and the Price Bid submitted by the consultant;
		x. Appendix A to F;
		xi. Acceptance of purchaser’s notification
		<p>Xii RFP Document : (Identification No. SLDC-01/2022-23)</p>
	1.1.2	<p>“Contract Price” means the price payable to the consultant as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.</p>
	1.1.3	<p>“Day” means calendar day.</p>
	1.1.4	<p>“Delivery” means the transfer/delivery of the completed services/deliverables from the consultant to the Purchaser in accordance with the terms and conditions set forth in the Contract.</p>
	1.1.5	<p>“Completion” shall mean the completion of the Services/deliverables/milestones/phase by the consultant in accordance with the terms and conditions set forth in the Contract.</p>

	1.1.6	“GCC” mean the General Conditions of Contract.
	1.1.7	“Intellectual Property Rights” means any patent copyright, trademark, trade name, service marks, brands, propriety information, whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
	1.1.8	“Purchaser’s Country” shall mean India.
	1.1.9	“Purchaser” means the OPTCL/SLDC.
	1.1.10	“Related Services” means the services to be provided as per the requirements / conditions specified in the Contract. In addition to this, the definition would also include other related/ancillary services that may be required to execute this Contract.
	1.1.11	“SCC” means the Special Condition of Contract.
	1.1.12	“Service Level Agreement” (SLA) shall mean the Service Level Agreement entered into between the Purchaser and the consultant.
	1.1.13	“Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Related Services is subcontracted by the consultant, as per the provisions of Clauses 19 of the GCC.
	1.1.14	“Consultant” means the consultant firm whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the consultant.
	1.1.15	“The Site,” shall mean all identified locations within the State of Odisha, where the Supplier carries out any installation of Goods or is required to provide any Related Services. “Websites” means websites of the tender portal, website of the OPTCL as mentioned in RFP.
	1.1.16	“Kick Off Meeting” means a meeting convened by the Purchaser to discuss and finalize the work execution plan and procedures with the Consultant.
	1.1.27	the term “in writing” means communicated in written form with proof of receipt
1. 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.
2. Corrupt Practices	2.1	The Purchaser requires bidders to observe the highest standard of ethics during the execution of such contracts.
	2.1.1	The following definitions apply:
		“corrupt practice” means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value

		to influence the action of any party in the procurement process or the execution of a contract;
		“fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
		“collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of the OPTCL, designed to influence the action of any party in a procurement process or the execution of a contract;
		“coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
	2.1.2.	The Purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.
	2.1.3	After the award of the contract if it is comes to the knowledge of the purchaser that the consultant has engaged in corrupt, fraudulent, collusive, or coercive practices at any stage, the Purchaser shall forthwith terminate the contract as per the provisions of GCC Clause 27.
3. Interpretation	3.1.	In this Contract unless a contrary intention is evident:
	A.	In case of any conflict with any provision relating to the TRS document and the RFP document, the provisions of the RFP document shall prevail for all intents and purposes
	B.	the clause headings are for convenient reference only and do not form part of this Contract;
	C.	unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
	D.	unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
	E.	a word in the singular includes the plural and a word in the plural includes the singular;
	F.	a word importing a gender includes any other gender;
	G.	a reference to a person includes a partnership and a body corporate;
	H.	a reference to legislation includes legislation repealing, replacing or amending that legislation;
	I.	where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings

	J.	In the event of an inconsistency between the terms of this Contract and the Bid document and the proposal, the terms of this contract hereof shall prevail.
	K.	Whenever a material or article is specified or described by the name of a particular brand, manufacturer or trade mark, the specific item shall be understood as establishing type, function and quality desired. Products of other manufacturers may also be considered, provided sufficient information is furnished so as to enable the Purchaser to determine that the products are equivalent to those named
	3.2.	Entire Agreement
		The Contract constitutes the entire agreement between the Purchaser and the consultant and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
	3.3.	Amendment
		No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
	3.4.	Waiver
	3.4.1.	Subject to GCC Sub-Clause 3.4.2 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract. Neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
	3.4.2.	The waiver by either party of a breach or default of any of the provisions of this contract by the other party shall not be interpreted as :
	A)	A waiver of any succeeding breach of the same or other provision, nor shall any delay or omission on the part of the other party to exercise; or
	B)	A way to avail itself of any right, power, or privilege that it has or may have under this contract to operate as waiver of any breach or default by the other party.
	3.4.3.	Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
	3.5.	Severability

		If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract or the contract as a whole and the remaining provisions of the contract shall remain in full force and effect.
4. Language	4.1.	The official language of the Contract is English. Contract as well as all correspondence and documents relating to the Contract exchanged by the consultant and the Purchaser, shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, the English translation shall govern.
	4.2.	The consultant shall bear all costs of translation to English and all risks of the accuracy of such translation. The Supplier shall be bound to the English translation and what has been stated therein.
5. Consortium	5.1.	No Consortium is allowed
6. Notices	6.1.	All notices and other communications under this contract must be in writing, and must either be mailed by registered mail with acknowledgement Due. Or hand delivered with proof of it having been received.
	6.2.	If mailed, all notices will be considered as delivered after 5 days, of the notice having been mailed. If hand delivered, all notices will be considered, when received by the party to whom the notice is meant and sent for.
	6.3.	All notices under this contract shall be sent to or delivered at the address as specified by the parties in the SCC.
	6.4.	A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.
7. Governing Law	7.1.	The Contract shall be governed by and interpreted in accordance with the laws of the India. The High Court of Judicature at Cuttack and Courts subordinate to such High Courts shall have exclusive jurisdiction in respect of any disputes relating to the tendering process, award of Contract and execution of the Contract.
	7.2.	In all cases, this contract shall be governed by and interpreted in accordance with the Law of the Union Of India. In this context, the expression 'Law' takes within it's fold Statutory law, Judicial Decisional Law and Delegated Legislation as well
8 Settlement of Disputes	8.1.	The Purchaser and the consultant shall make every effort to resolve amicably by direct informal

		negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	8.2.	If the parties fail to resolve such a dispute (The date of commencement of the dispute shall be taken from the date when this clause reference is quoted by either party in a formal communication clearly mentioning existence of dispute or as mutually agreed) or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.
9.Scope of Work	9.1.	The Services to be supplied are specified in Section VI: Scope of Work. At the time of awarding the contract, the Purchaser shall specify any change in the Scope of Work.
	9.2.	Unless otherwise stipulated in the Contract, the Scope of Work shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the project implementation as if such items were expressly mentioned in the Contract.
10. Delivery	10.1.	Subject to GCC , the Delivery of the Services shall be in accordance with the Implementation Schedule specified in the <u>Appendix- D</u> .
11. Responsibilities	11.1	The consultant shall deliver all the Services included in the Scope of Work in accordance with GCC Clause 9, and the Implementation Schedule, as per GCC Clause 10.
12. Purchaser's Responsibilities	12.1	Whenever the delivery of Services requires that the consultant obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the consultant, make its best effort to assist the consultant in complying with such requirements in a timely and expeditious manner.
	12.2.	The Purchaser shall bear all costs involved in the performance of its responsibilities, in accordance with GCC Clause
	12.3.	The Nodal Officer of OPTCL/SLDC or any other person designated by the OPTCL shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the consultant.
	12.4.	The Nodal Officer of OPTCL/SLDC or any other person designated by the OPTCL/SLDC shall approve all such documents within 15 working days.

	12.5.	Purchaser may provide on consultant's request, particulars/ information / or documentation that may be required by the consultant for proper planning and execution of Scope of Work under this contract.
13. Contract Price	13.1.	The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract as also subject to provisions of Clause 13.2.
	13.2.	Prices charged by the consultant for delivery of Services performed under the Contract shall not vary from the prices quoted by the consultant in its bid, with the exception of any price adjustments authorized in the SCC.
14. Terms of Payments	14.1	The Contract Price shall be paid in the manner specified in the SCC. No invoice for extra work/change order on account of change order will be submitted by the consultant unless the said extra work /change order has been authorized/approved by the Purchaser in writing.
	14.2.	The request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Services performed and delivered, accompanied by the documents submitted pursuant to GCC Clause 10.
	14.3.	Payments shall be made promptly by the Purchaser, no later than forty five (45) days after submission of an invoice or request for payment supported by requisite documents complete in all respects, and the Purchaser has accepted it.
	14.4.	If any excess payment has been made by the Purchaser due to difference in quoted price in proposal and Supplier's invoice, the purchaser may without prejudice to its rights recover such amounts by other means after notifying the consultant or deduct such excess payment from any payment subsequently falling due to the consultant.
	14.5.	The currency in which payment shall be made to the supplier under this contract is Indian Rupees (INR).
15. Taxes and Duties	15.1.	The prices quoted by the supplier shall be inclusive of all duties/taxes/levies. Responsibility for including all applicable taxes/duties/levies in the proposal lie with the bidder and the utility shall not be responsible for any error/omission on the part of the bidder. Payment of taxes/duties/levies shall not be made separately.
	15.2.	Consultant shall be entirely responsible for all taxes, duties, entry tax, license fees, and other levies etc., incurred until delivery of the service to the Purchaser.

16. Performance Security	16.1	The Supplier shall, within fifteen (15) days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
	16.2	The Purchaser shall at its sole discretion invoke the Performance Security and appropriate the amount secured thereunder, in the event that the Supplier commits any delay or default in Delivery of the Services or commits any other breach of the terms and conditions of the Contract.
	16.3.	The Performance Security shall be denominated in the currencies of the Contract, and shall be in one of the forms stipulated by the Purchaser in the SCC.
	16.4.	The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than fifteen (15) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.
17. Intellectual Property	17.1.	Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, if any.
18. Confidential Information	18.1	Both parties undertake to each other to keep confidential all information (written as well as oral) concerning the business and affairs of the other, which has been obtained or received as a result of the discussions leading up to or the entering of the contract
	18.2.	After the entering of the contract the Purchaser and the consultant shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
	18.4.	The obligation of a party under GCC Sub-Clauses 18.1 and 18.2 above, however, shall not apply to information that:
	18.4.1.	the Purchaser or consultant need to share with the institutions participating in the financing of the Contract;
	18.4.2.	now or hereafter enters the public domain through no fault of that party;
	18.4.3.	can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

	18.4.4.	Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
	18.5.	The above provisions of GCC Clause 18 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
	18.6.	Each of the parties to this contract, undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of the above clauses by it's employees, agents and sub-contractors.
	18.7.	The provisions of GCC Clause 18 shall survive completion or termination, for whatever reason, of the Contract.
19. Subcontracting	19.1.	Supplier shall not be permitted to sub-contract any part of its obligations under the Contract.
20. Standards	20.1.	The Supplier shall ensure that the Services comply with the provisions of the Contract.
21. Inspections and Tests	21.1	The consultant shall monitor, Inspect and supervise the overall implementation of the project and milestone achievement in coordination of the OPTCL/SLDC.
	21.2.	The Purchaser or its designated representative shall be entitled to attend the tests.
	21.3	Whenever the consultant is ready to carry out any such test, it shall give a reasonable advance notice to the Purchaser.
22. Liquidated Damages & Price Reduction	22.1	Except as provided under GCC Clause 26, if the consultant fails to deliver any or all of the services within the period specified in the contract, the purchaser may without prejudice to all its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the value of the services, supplied beyond stipulated delivery schedule for each week or part thereof of delay until actual delivery or performance, subject to a maximum of 10% of value of such services.
23. Change in Laws and Regulations	23.1	Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or by law having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date, then such Delivery Date shall be correspondingly increased or decreased, to the extent that the consultant has thereby been affected in the

		performance of any of its obligations under the Contract.
24. Force Majeure	24.1	The consultant shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
	24.2.	For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the IA that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the consultant. Such events may include, but not be limited to wars or revolutions, earthquake, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
	24.3.	If a Force Majeure situation arises, the consultant shall promptly and no later than seven days from the first occurrence thereof, notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the consultant shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event
	24.4.	The decision of the Purchaser with regard to the occurrence, continuation, period or extent of Force Majeure shall be final and binding on the consultant.
25. Change Orders and Contract Amendments	25.1.	The Purchaser may at any time order the consultant through Notice in accordance GCC , (“Change Order”) to make changes within the general scope of the Contract in any one or more of the following:
	25.2.	If any such Change Order causes an increase or decrease in the cost of, or the time required for, the consultant’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the consultant for adjustment under this Clause must be asserted within twenty- eight (28) days from the date of the consultant’s receipt of the Purchaser’s Change Order.
	25.3.	No variation or modification of the terms of the contract shall be made except by written amendment signed by the parties.
26. Extensions of Time	26.1	If at any time during performance of the Contract, the consultant should encounter conditions impeding timely delivery of the Services pursuant to GCC Clause, the consultant shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause.

		As soon as practicable after receipt of the consultant 's notice, the Purchaser shall evaluate the situation and may at its discretion extend the consultant's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
	26.2.	Except in case of Force Majeure, as provided under GCC Clause 24 or where the delay in delivery of the Services is caused due to any delay or default of the Purchaser, any extension granted under clause 26.1 shall not absolve the Supplier from its liability to the pay of liquidated damages pursuant to GCC Clause.
27. Termination	27.1.	Termination for Default
	27.1.1.	The Purchaser may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the consultant, terminate the Contract in whole or in part:
		(i) if the consultant fails to deliver any or all of the Goods or Related Services within the period specified in the Contract, or within any extension thereof granted by the Purchaser; or
		(ii) if the consultant, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices, in competing for or in executing the Contract; or
		(iii) Any representation made by the consultant in the proposal is found to be false or misleading
		(iv) if the consultant commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as the Purchaser in its absolute discretion decide) provided in a notice in this behalf from the Purchaser.
		(v) as specified in the SLA
	27.1.2.	In the event the Purchaser terminates the Contract in whole or in part, , the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered or not performed, and the consultant shall be liable to the Purchaser for any additional costs for such similar services. However, the consultant shall continue performance of the Contract to the extent not terminated.
	27.2.	Termination for Insolvency
		The Purchaser may at any time terminate the Contract by giving Notice to the consultant if the consultant becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the consultant, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

	27.3	Termination for Convenience
	27.3.1.	The Purchaser, by Notice sent to the consultant, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the consultant under the Contract is terminated, and the date upon which such termination becomes effective.
	27.4	Consequences of Termination
		Upon Termination of the Contract, the Supplier shall:
		(i) Prepare and present a detailed exit plan within five calendar days of termination notice receipt to the OPTCL ("Exit Plan").
		(ii) The OPTCL will review the Exit plan. If approved, consultant shall start working on the same immediately. If the plan is rejected, consultant shall prepare alternate plan within two calendar days. If the second plan is also rejected, OPTCL or the authorized person will provide a plan for consultant and it should be adhered by in totality.
28. Assignment	28.1.	The consultant shall not assign, in whole or in part, their obligations under this Contract.
29. Disclaimer	29.1.	Purchaser reserves the right to share, with any consultant of its choosing, any resultant Proposals in order to procure expert opinion.
	29.2	Purchaser reserves the right to accept any proposal deemed to be in the best interest of the OPTCL/SLDC.
30. Public Disclosure	30.1	All service deliverable provided to the Purchaser by consultant are subject to Country and ODISHA public disclosure laws such as RTI etc.
	30.2.	The consultant shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Purchaser first gives the consultant its written consent.
31. SLA Audit	31.1.	A designated team / person from OPTCL/SLDC will review the performance of consultant against the SLA. The review / audit report will form basis of any action relating to imposing penalty on or breach of contract of the consultant.
32. Adherence to safety procedures, rules regulations and restriction	32.1	consultant shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and consultant shall abide by these laws.
	32.2	The consultant shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Consultant shall adhere to all security

		requirement/regulations of the Purchaser during the execution of the work. Purchaser's employee also shall comply with safety procedures/policy.
	32.3.	The IA shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal situation and shall take all necessary emergency control steps to avoid such abnormal situations.
	32.4	The Purchaser will be indemnified for all the situations mentioned in this clause in the similar way as defined in GCC.
33. Non-Solicitation of Staff	33.1	For the purpose of this contract, both parties to this contract agree, not to solicit either directly or indirectly with a view to provide or offer employment to, offer to contract with or entice a staff member of the other party to leave without the consent of the other during the term of this agreement and for an additional period of 180 days after termination
34. Survival	34.1.	The clauses of this contract, which by nature are intended to survive termination of this contract, shall remain in effect after such termination.

Section VIII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract

(GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC (1.1.8)	The Purchaser's country is: The Union Of India
GCC (1.1.9)	The Purchaser/owner is: STATE LOAD DESPATCH CENTRE, ODISHA POWER TRANSMISSION CORPORATION LIMITED www.optcl.co.in/ www.sldcorissa.org.in email-(cld_sldc@sldcorissa.org.in)
GCC (1.1.1.b)	The web-site is: www.optcl.co.in/ www.sldcorissa.org.in . The details regarding the RFP process shall be available on the same. The eligible bidders should visit the website time to time and get the status updates. All details uploaded on the website time to time shall be deemed to have been provided to all the bidders. Also Bidders are requested to visit OPTCL's e-Tendering portal (www.tenderwizard.com/optcl) for any update during the tendering process
GCC (4.1)	The language shall be: English
GCC (5.1)	No Consortium is allowed
GCC (6.1)	For notices , the Purchaser's contact details shall be: STATE LOAD DESPATCH CENTRE, ODISHA POWER TRANSMISSION CORPORATION LIMITED GRIDCO Colony, Mancheswar Rly. Colony, Bhubaneswar-751017 Email: cld_sldc@sldcorissa.org.in www.optcl.co.in/ www.sldcorissa.org.in email-(cld_sldc@sldcorissa.org.in)
GCC (7.1)	The governing law shall be: Laws applicable in exclusive jurisdiction of The High Court of Judicature at Bhubaneswar, Odisha, India and all courts subordinate to its exclusive jurisdiction.
GCC (8.2)	The formal mechanism for the resolution of disputes shall be: If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such dispute and difference, either party may require that the dispute be referred for resolution to the formal mechanisms, described below (The date of commencement of the dispute shall be taken from the date when this clause reference is quoted by either party in a formal communication clearly mentioning existence of dispute or as mutually agreed) : a. The mechanism for resolution of disputes for bidders shall be in accordance with the Indian Arbitration and Conciliation Act of 1996. The Arbitral Tribunal shall consist of 3 (Three) Arbitrators. Each Party shall nominate an Arbitrator and the two nominated Arbitrators shall

	<p>mutually agree and nominate a third Presiding Arbitrator.</p> <p>b. The Arbitrators shall necessarily be retired High Court Judges and the umpire shall be a retired Chief Justice.</p> <p>c. The place for arbitration shall be Bhubaneswar</p>
GCC (14.1)	<p><u>General terms and conditions of Payment Schedule</u></p> <ol style="list-style-type: none"> 1) All payments shall be made by the Purchaser in favour of the consultant 2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs. The SLAs will govern the penalty and reductions from payments for inferior deliverables. 3) Payments against invoice submitted (accompanied with all requisite documents) shall be released within 45 days of submission of invoice. <p><u>Refer "Payment Terms" for detailed payment terms for IA</u></p>
GCC (14.5)	The currencies for payments shall be in Indian Rupees (INR).
GCC (16.1)	The Supplier shall provide Performance Security of ten (10) percent of the total Contract Price. The currency and amount of Performance Security shall be specified at the time of awarding the contract to successful bidder.
GCC (16.3)	The Performance Security shall be in the form of Bank Guarantee issued by a Scheduled Commercial Bank as notified by Reserve Bank of India.

Payment Terms for IA for use by OPTCL

The fee amount will be equal to the amount specified in **Format for Tender Response – Price Bid**. Payments will be released only on satisfactory acceptance of the deliverables for each Task as per the following schedule:

SI No	Milestone	Timeline	Percentage of payment	Deliverables
1.	Phase-I: Pre-Tender Activities This involves the following activities but not limited to: a. Preliminary AS-IS study ,Gap analysis and To-Be report b. Preparation of Detailed Project Report (DPR)	Within 1 months from the date of award of Contract.	5 % of the total consultant cost	1. Preliminary report on AS-IS study ,Gap analysis and To-Be report 2. Detailed Project Report (DPR)
2.	Phase II: Tender Stage This involves the following activities but not limited to: • Preparation, finalization and publication of the Request for proposal (RfP)/Tender document. • Activities related to the Evaluation of the bid proposal (pre-bid, Techno-commercial evaluation, Price bid evaluation) • Selection of the implementing agency for SAMAST. • Drafting and finalizing the contract document between IA and OPTCL/SLDC	Within 5 months from the date of award of Contract.	5 % of the total consultant cost	1. Publication of RfP/Tender document and pre-bid conference along with response to queries 2. Techno-Commercial Evaluation Report 3. Financial Comparison Report 4. Selection of bidder and issue of letter of Award. 5. Finalization of contract document.
3. Phase III: Project Implementation and Monitoring Stage				
3.1	Site survey and supply and installation of hardware under SAMAST This involves the following activities but not limited	Within 13 months from the date of award of Contract.	30 % of the total consultant cost	1. Signing of Contract 2. Draft Project Governance Plan. 3. Assessment report for the site survey 4. Assessment report for

Sl No	Milestone	Timeline	Percentage of payment	Deliverables
	<p>to:</p> <ul style="list-style-type: none"> • Site survey Assessment • Assessment of Hardware supply at Substation • Hardware supply at DC and DRC • Installation of Hardware at substation and meter installation • Installation of hardware at DC and DRC • Review, Inspection and Supervision of the implementation. • Status monitoring on progress, issues, risk involved. 			<p>the supply of hardware at DC, DRC ,sub-station and other project locations</p> <ol style="list-style-type: none"> 5. Assessment report for the installation of hardware at substations and meter installation 6. Assessment report for installation of hardware at DC and DRC. 7. Report (Weekly and Fortnightly) on Review, Inspection and Supervision of the implementation 8. Minutes of meeting/record of discussion of monthly meetings on status, issues, risk involved during implementation 9. Report on review of issue/event log, if any.
3.2	<p>Design, development and installation of SAMAST software components</p> <p>This involves the following activities but not limited to:</p> <ul style="list-style-type: none"> • Assessment of Project Status on design of SAMAST components. • Assessment of Software design and development for components like forecasting, scheduling, energy accounting, etc. • Verification of all factors w.r.t Software Installation • Review, Inspection and Supervision of the implementation. 	<p>Within 19 months from the date of award of Contract.</p>	<p>30 % of the total consultant cost</p>	<ol style="list-style-type: none"> 1. Project Status report for design of SAMAST components. 2. Assessment report on Software design and development for components like forecasting, scheduling, energy accounting, etc. 3. Verification report w.r.t Software Installation. 4. Report (Weekly and Fortnightly) on Review, Inspection and Supervision of the implementation 5. Minutes of meeting/record of discussion of monthly meetings on status,

Sl No	Milestone	Timeline	Percentage of payment	Deliverables
	<ul style="list-style-type: none"> Status monitoring on progress, issues, risk involved. 			issues, risk involved during implementation 6. Report on review of issue/event log, if any.
3.3	<p>Integration, Site Acceptance Testing(SAT) and Training and Project Go-Live</p> <p>This involves the following activities but not limited to:</p> <ul style="list-style-type: none"> Integrated system site acceptance testing/hardware and all software module (SAT) Training and Organizational Structure layout for SAMAST 	Within 23 months from the date of award of Contract.	20 % of the total consultant cost	1. Integration Testing Report 2. User Acceptance Testing/Site Acceptance Testing Report 3. Training Schedule, Training Material and Training Completion report 4. Report (Weekly and Fortnightly) on Review, Inspection and Supervision of the implementation 5. Minutes of meeting/record of discussion of monthly meetings on status, issues, risk involved during implementation 6. Report on review of issue/event log, if any.
4.	<p>Phase IV: Project Sign-Off Stage-Final hand-holding support phase (Issue resolution & debugging) & Project Sign off after successful completion of UAT/SAT and project Go-Live</p>	24 months from the date of award of Contract.	10 % of the total consultant cost	1. Handing Over, knowledge sharing and Hand-holding 2. Project sign-off

- All Payments shall be made in Indian Rupees Only.
- All tax invoices in the manner prescribed in GST Law will be raised by the IA as per the payment terms. The invoices will become due for payment within forty five (45) working days after the date of receipt. The IA will also have the right to withhold provision of Services in case of continued non-payment of invoices within the stipulated time mentioned above.

- Any change in the rates of taxes, duties and/or any new levies during the stipulated contract period for different activities will be reimbursed to the IA by OPTCL/SLDC against the documentary evidences on the basis of actual rates prevailing at that point of time. Each party shall be responsible for its own income taxes, corporate taxes and franchise taxes.

The Price bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all applicable taxes and other charges as may be applicable in relation to the activities proposed to be carried out. It is mandatory that such charges wherever applicable/ payable should be indicated separately in Price Bid Format. However, should there be a change in the applicable taxes till the date of delivery of products/ services any downward revision shall be passed on to Tendering authority.

BANK GUARANTEES

I. Contract Performance Bank Guarantee (CPBG):

An unconditional & irrevocable CPBG issued by a scheduled bank having a branch in Bhubaneswar in the prescribed format for ten percent (10%) of the total Contract price towards faithful performance of the contract shall be submitted in accordance with the provisions of GCC. The said bank guarantee shall be initially valid up to ninety (90) days after expiry of 38 Weeks of Project Implementation period and shall be extended from time to time till ninety (90) days beyond successful completion of Project Implementation period.

Note:

- 1) All payments shall be made by the Purchaser in favor of the IA.
- 2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs. The SLAs will govern the penalty and reductions from payments.
- 3) Payments against invoice submitted (accompanied with all requisite documents) shall be released within 45 days of submission of invoice.
- 4) Power to withhold: Notwithstanding anything contained in the payment schedule mentioned below, if in the opinion of the Purchaser, any work done or supply made or service rendered by contractor is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the contractor, till such work/ supply/ service is made conforming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the purchaser under this contract.
- 5) Invoices shall be raised by the contractor on Chief Load Despatcher, SLDC, OPTCL.
- 6) The currencies for payments shall be in Indian Rupees (INR)

Section IX. Contract Forms

Form 1 - AGREEMENT

Agreement

THIS AGREEMENT is made on this _____ day of _____, _____, between _____ of _____ (hereinafter called "the Purchaser") which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the one part, and of (hereinafter called "the Consultant") which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the other part.

WHEREAS the Purchaser had invited bids for, _____ (eg. Name of bid) vide their document number _____, date AND WHEREAS various applications were received pursuant to the said bid AND WHEREAS the Purchaser has accepted a Bid by the consultant for the above work in the sum of _____ (hereinafter "the Contract Price"). And in pursuance of having accepted the said bid the parties have agreed to enter into this agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as "Contract Documents") shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) the Detailed award of contract;
 - b) the contract agreement;
 - c) instructions to Bidders
 - d) the Special Conditions of Contract;
 - e) the General Conditions of Contract;
 - f) The Scope of Work.
 - g) the Purchaser's Notification to the consultant for Award of Contract;
 - h) consultant 's response (proposal) to the RFP, including the Bid Submission Sheet and the Price Bid submitted by the consultant;
 - i) Appendices;
 - j) Acceptance of purchaser's notification

In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the consultant as indicated in this Agreement, the consultant hereby covenants with the Purchaser to provide the Consultant Services and to remedy the defects therein and bring them in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the consultant in consideration of the provision of the Consultant 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year indicated above.

Signed by : _____ (Authorized official from OPTCL/SLDC)

Signed by: _____ (for the Consultant)

Witness -1: _____

Witness -2: _____

Form 2 - PERFORMANCE SECURITY

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE (CPBG)

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

Ref No:

Bank Guarantee No.

Date:

BG Amount:

Validity Period:

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

Whereas the ODISHA POWER TRANSMISSION CORPORATION LIMITED, Janpath, Bhubaneswar, a company constituted under the Companies Act-1956 (hereinafter called OPTCL) has issued Letter of Award (LOA) No..... Dated..... for the purpose of work under Package No..... (herein after called "the Agreement") to M/s. / Sri. , Address..... (herein after called the "Consultant") for<project Name> 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 Consultant on furnishing by the Consultant to OPTCL a Contract Performance Bank Guarantee (CPBG) of the value of 10 % of the Contract Price of the said Agreement.

1. Now therefore, in accordance with the terms and conditions of LOA No. _____ dated _____ for the due fulfillment by the said Consultant 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. _____ Consultant 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 Consultant 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 thereunder and the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant or for any forbearance, act or omission on the part of OPTCL or any indulgence by OPTCL to the said Consultant 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 Consultant .

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 Consultant:
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. Bidder shall furnish single CPBG for the contract for this project.
2. Strikeout the portion which are not required.



FORM-3:NON-DISCLOSURE AGREEMENT

To
 The Chief Load Despatcher,
 State Load Despatch Centre,
 GRIDCO Colony, Mancheswar Rly. Colony, Bhubaneswar-751017.

I, _____, on behalf of the _____(Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with OPTCL on contract is confidential and that the nature of the business of the OPTCL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the OPTCL. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- **Technical information:** Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- **Business information:** Project schedules, pricing data, estimates, financial or marketing data.

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to OPTCL all documents and property of OPTCL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to OPTCL, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also. Non-Disclosure Agreement is for 5 years from the date of contract closure.

I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at _____, this _____ day of, _____.

Authorized Signature [In full and initials] :.....
 Name and Title of Signatory :.....
 Name of Firm: :.....
 Business Address :.....

Bidder’s Seal

Place: Date:

Section X Exit Management

1.1 Purpose

- a. This Schedule sets out the provisions, which will apply on expiry or termination of the Agreement.
- b. In the case of termination of the Agreement, other than on expiry of the term of the contract, the Consultant shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- c. The Consultant shall ensure that their associated entities carry out their respective obligations set out in this Exit Management Schedule.

1.2 Transfer of Assets

- a. The Purchaser shall be entitled to serve notice in writing on the Consultant at any time after termination/expiry of the contract and during the exit management period not exceeding 6 months from the date of termination/expiry of the contract requiring the Implementation Agency to provide to Purchaser/replacement Consultant as authorized by Purchaser with a complete, up to date and working Project Assets, if any under their possession within 30 days of such notice.
- b. Consultant shall handover the peaceful possession of Project Assets to the Purchaser/replacement Consultant as authorized by Purchaser within 30 days of the date of serving of notice under clause 1.2 (a) above.
- c. The Consultant shall provide all such information available with it during the contract execution or during the support service as may reasonably be necessary within a reasonable period not exceeding 30 days of the date of serving of notice under clause 1.2 (a) above to effect seamless handover of assets as practicable in the circumstances to Purchaser or its nominated agencies or its replacement Consultant.
- d. For the purposes of this schedule anything under this contract in the possession and control of any third party associated with Consultant is deemed to be in the possession or control of the Consultant.
- e. In case of Agreement/Contract being terminated by Purchaser, Purchaser reserves the right to ask IA to continue running the project operations for a period of 6 months after termination orders are issued.
- f. Upon service of a notice under this Article the following provisions shall apply:
 - I. All risks in and title to the Project Assets to be handed over/transferred by the Consultant to the Purchaser/replacement Consultant as authorized by Purchaser pursuant to this Article shall be transferred to Purchaser/replacement Consultant as authorized by Purchaser, on the last day of the exit management period.
 - II. The outgoing Consultant will pass on to Purchaser and/or to the Replacement Consultant, the subsisting rights in any leased properties/ licensed products on terms not less favorable to Purchaser/ Replacement Consultant, than that enjoyed by the outgoing Consultant.

1.3 Cooperation and Provision of Information

1.3.1 during the exit management period:

- a. The Consultant will allow the Purchaser access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the Purchaser to assess the existing services being delivered;
- b. Promptly on request by the Purchaser, the Consultant shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with the Agreement relating to any material aspect of the services, whether provided by the Consultant or their third party associates, if any, in case may be. The Purchaser shall be entitled to a copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Consultant shall permit the Purchaser and/or any Replacement Consultant to have reasonable access to its employees and facilities as reasonably required by the Purchaser to understand the methods of delivery of the services employed by the System Integrator and to assist appropriate knowledge transfer.

1.4 Confidential Information, Security and Data

- a. The Consultant will promptly on the commencement of the exit management period supply to the Purchaser the following:
 - I. Information relating to the current services rendered and performance data relating to the performance of Consultant in relation to the services;
 - II. Documentation relating to Project's Intellectual Property Rights;
 - III. Project Data and Confidential Information;
 - IV. All current and updated project data as is reasonably required for purposes of project or its nominated agencies transitioning the services to its Replacement Consultant in a readily available format specified by the Purchaser;
 - V. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable project or its nominated agencies to carry out due diligence in order to transition the provision of the Services to project or its nominated agencies, or its Replacement Consultant (as the case may be).
- b. Before the expiry of the exit management period, the Consultant shall deliver to the Purchaser all new or up-dated materials and shall not retain any copies thereof.
- c. Before the expiry of the exit management period, unless otherwise provided under the Agreement/Contract, the Purchaser shall deliver to the Consultant all forms of Consultant confidential information, which is in its or its nominees or its users' possession or control
- d. The provisions under GCC Clause regarding Confidential Information shall apply to Mutatis mutandis during the exit management period

1.5 Employees

- a. Promptly on reasonable request at any time during the exit management period, the Consultant shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the Purchaser a list of all employees (with job titles) of the Consultant dedicated to providing the services at the commencement of the exit management period;

- b. To the extent that any transfer regulation does not apply to any employee of the Consultant, Purchaser, or its Replacement Consultant may make an offer of employment or agreement for services to such employee of the Consultant and the Consultant shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the Purchaser or any Replacement Consultant.
- c. Purchaser or Replacement Consultant designated by it shall retain the right for hiring required resource personnel of the outgoing Consultant spearheading the project, as identified by Purchaser, so as to provide for continuity. IA is required to incorporate suitable provisions in the appointment orders issued to its personnel.

1.6 Transfer of certain Agreements

On request by the Purchaser for the carrying out of replacement services by the Purchaser or its Replacement Consultant, the Consultant shall effect such assignments, transfers, licenses and sub-licenses as the Purchaser may require in favor of the Purchaser, or its Replacement Consultant in relation to any equipment, lease, maintenance or service provision agreements between Consultant and third party lessors, vendors, etc. which are related to such services and reasonably necessary.

1.7 General Obligations of the System Integrator

- a. The Consultant shall provide all such information as may reasonably be necessary to effect a seamless handover as practicable in the circumstances to the Purchaser or its nominated agencies and which the Consultant has in its possession or control at any time during the exit management period.
- c. The Consultant shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

1.8 Exit Management Plan

- a. An Exit Management plan shall be furnished by Consultant in writing to the Purchaser or its nominated agencies within 90 days from the Effective Date of this Agreement/Contract, which shall deal with at least the following aspects of exit management in relation to the Agreement/Contract as a whole, Project Implementation, the SLA.
 - I. A detailed program of the transfer process that could be used in conjunction with a Replacement Consultant including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
 - II. Plans for the communication with such of the Consultant 's staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;
 - III. Plans for provision of contingent support to Purchaser and Replacement Consultant for a reasonable period after transfer.
- b. The Consultant shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- c. Each Exit Management Plan shall be presented by the Consultant to and approved by the Purchaser or its nominated agencies.
- d. The amount quoted by the Consultant against this tender shall be deemed to include the cost for exit plan and no additional payment on this account shall be entertained.

- e. The terms of payment as stated in the Terms of Payment Schedule include the costs of the Consultant complying with its obligations under this Schedule.
- f. During the exit management period, the Consultant shall use its best efforts to deliver the services.
- g. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
- h. Additional scope of works during the contractual period and over the contractual period will be intimated during due course of project period.

Appendix A - Supplier Response Format

D.1. Techno-commercial Bid Sheet

(To be filled up by the tenderer as indicated in the excel sheet)

D.2. Techno commercial Proposal

To be uploaded as separate documents along with Bid Response and must cover the following sections

D.2.1 Approach and Methodology

BIDDER SHOULD COVER THE FOLLOWING SECTION IN THEIR BID RESPONSE

- i. Understanding of Purchaser and its requirement with clear mention of the deliverables
- ii. Details of proposed methodology
- iii. Project Team Structure
- iv. Resource planning and estimation
- v. Risk planning and change management strategy
- vi. Detailed work plan with timelines

D.2.1.1 Understanding of project requirement

BIDDER SHOULD DEPICT COMPLETE UNDERSTANDING OF THE AS-IS SYSTEM OF SLDC ON THE INFORMATION PROVIDED IN THE BID DOCUMENT AND INTERACTION WITH THE CONCERNED OFFICIAL OF OPTCL AND SLDC .

D.2.1.2 Details of proposed methodology

PLEASE PROVIDE DETAILS OF METHODOLOGY FOLLOWED BY YOUR ORGANIZATION IN SUCCESSFULLY IMPLEMENTING SIMILAR PROJECTS. ALSO HIGHLIGHT THE SPECIAL STEPS THAT YOUR ORGANIZATION SHALL TAKE IN ORDER TO ENSURE THAT THE CHANGE FROM CURRENT SYSTEM TO PROPOSED ONE WILL BE SMOOTH AND EFFECTIVE.

D.2.1.3 Project Team Structure

IN THIS SECTION PLEASE PROVIDE DETAIL OF THE TEAM THAT WOULD BE DEPLOYED BY YOUR ORGANIZATION TO EXECUTE THE PROJECT. PLEASE PROVIDE DETAILS OF THE TEAM STRUCTURE IN THE FOLLOWING FORMAT:

Table: Proposed Project Team Structure

(Summary of resources proposed to be deployed)						
SRL. NO	POSITION	NAME	QUALIFICATION	PROFESSIONAL EXPERIENCE	RELEVANT EXPERIENCE IN YEARS	TASK PROPOSED TO BE ASSIGNED

D.2.1.4 Resource planning and estimation

(Bidder needs to provide the resource deployment plan for the entire life cycle of the project.)								
Srl. No.	Resource Name	Role*	Deployment	Phase: Month 1 (No. of days)	Phase: Month 2 (No. of days)	Phase: Month 3 (No. of days)	Phase: Month 4 (No. of days)	Phase: Month n (No. of days)
			Onsite					
			Onsite					
* Role needs to be described as per the proposed position for the project								

D.2.1.5 Risk planning and Change Management

BIDDER SHALL ASSESS UNDERLYING RISKS IN IMPLEMENTATION OF THE PROJECT AND DETAIL OUT THE METHODOLOGY TO MITIGATE THEM. IT MAY INCLUDE DEVELOPMENT OF A RISK ASSESSMENT AND CHANGE MANAGEMENT MATRIX INDICATING SEVERITY OF THE RISK, CHANCE OF ITS OCCURRENCE AND ITS MITIGATION APPROACH.

D.2.1.6 Detailed work plan with timelines

BIDDER NEED TO SUBMIT THE DETAIL WORK PLAN AS A PART OF THEIR BID SUBMISSION

D.2.2 Project Experience

#	Project Details	Client Name & Sector	Project Start Date	Project Go-Live Date	Current Status	Page reference
1	1.					
2						

D.2.3 Team details (CVs)

PLEASE SUBMIT AS PER THE PRESCRIBED FORMAT IN BIDDING FORM

D.2.4 Firm Detail

D.2.4.1 General Detail

Srl. No.	Particulars	Details
1.	Name of the Bidder	
2.	Name of the contact person and detail	
3.	Full address of Registered Office	
4.	Full Address of Corresponding Branch Office at Odisha	
5.	Telephone/Mob No	
6.	Fax No.	
7.	E-Mail Address	
8.	PAN No.	
9.	GST Registration No.	

D.2.4.2 Financial Detail

Bidder's Legal Name : _____					
Date : _____					
Information from Balance Sheet					
Srl. No.	Particulars	FY 2018-19 (Amount in INR)	FY2019 - 20(Amount in INR)	FY2020-21 (Amount in INR)	Enclose Documents
1	Total Assets				
2	Total Liabilities				
3	Net Worth (1-2)				
Information from Profit & Loss Statement					



7	Total Turnover (in INR)				
8	Average Turnover for 3 years (MAAT)				
<p>Note:</p> <p>Attached are copies of financial statement (Balance Sheet including all related notes, and income statements) for the years required above, complying with the following conditions:</p> <ul style="list-style-type: none"> All such documents reflect the financial information of the bidder and not sister or parent companies Historic financial statement must be audited by the Statutory Auditor Historic financial statement must be complete, including notes to the financial statement. <p>Historic financial statement must correspond to accounting periods already completed and audited (no statement for partial period shall be requested or accepted)</p>					
Seal & Sign of Statutory Auditor or Chartered Accountant					
Name of the Audit Firm:					
Firm Reg. Number.					
Date: (Signature, name and designation of the authorised signatory)					

AUDITED FINANCIAL REPORTS AND COPY OF THE CERTIFICATES SUPPORTING THE ABOVE NEED (CA CERTIFICATE ON TURNOVER AND POSITIVE NETWORTH) TO BE SUBMITTED AS PROOF.

D.2.4.3 Manpower Strength

(Self-certification for minimum number of full-time resources on the payroll of the company)
I _____ certify that I am _____ of the Company under the laws of _____ and that we have _____ (number) of full-time resources in the field of Project management Consultancy on the payroll of the company.

Authorized Signature [In full and initials] :

Name and Title of Signatory :

Name of Firm: :

Business Address :

Bidder's Seal

Place: Date:

D.2.5 Project Management Practices

PLEASE PROVIDE HIGH-LEVEL DETAILS OF THE PROJECT MANAGEMENT PRACTICES THAT WILL BE FOLLOWED TO MANAGE THE PROJECT. THE PROJECT MANAGEMENT PRACTICES WOULD INCLUDE (BUT NOT BE LIMITED TO) DETAILS OF:-

- BIDDER MUST PROVIDE DETAILS OF HOW THEY ENVISAGE THE CONTRACT BEING MANAGED INCLUDING PRINCIPLES SUCH AS (BUT NOT LIMITED TO) JOINT PLANNING AND CONTROL MECHANISMS; REGULAR AND ACTIVE REVIEW MEETINGS; PROJECT MANAGEMENT OF INDIVIDUAL WORK STREAMS AND OVERALL PROGRAM MANAGEMENT OF THE ENTIRE SERVICE; PERFORMANCE REPORTING
- BIDDER SHOULD OUTLINE THEIR PROPOSED GOVERNANCE STRUCTURE AND DESIGNATE A SERVICE MANAGER TO CO-ORDINATE THEIR ACTIVITIES AND PROVIDE A FOCAL POINT OF CONTACT TO WHOM UTILITY CAN REFER ON ANY MATTER CONCERNING THE SERVICE.
- REPORTING LINES AND DECISION-MAKING POWERS WITHIN THE BIDDER'S ORGANIZATION MUST BE EXPLAINED
- REPORTING FORMATS AND TEMPLATES THAT WOULD BE FOLLOWED BY THE BIDDERS
- OUTLINE THE PROPOSED ESCALATION PROCEDURES IN THE EVENT THAT ISSUES ARISE.

D.2.7 Quality Assurance

- QUALITY OF SERVICE - CONSULTANT MUST PROVIDE DETAILS OF THEIR PROPOSED APPROACH TO QUALITY ASSURANCE TO ENSURE THE QUALITY OF SERVICES. THIS SHOULD INCLUDE:
 - RESPONSIBILITY OF QUALITY OF SERVICE;
 - HOW THE SUPPLIER WILL ENSURE QUALITY SERVICE IS PROVIDED;
 - HOW QUALITY WILL BE MEASURED

Does your company have any quality certification / Assessment? If so, please provide your responses for the following:

Table: Details of Certification

DESCRIPTION	BIDDER'S RESPONSE
CERTIFICATION / ASSESSMENT NAME	
WHO ISSUED THE CERTIFICATION/ASSESSMENT?	
WHEN WAS THE CERTIFICATION/ASSESSMENT OBTAINED?	
DOES THIS CERTIFICATION/ASSESSMENT PROCESS INVOLVE PERIODIC REVIEWS AND OBSERVATIONS/ REMARKS AFTER SUCH REVIEW? IF SO, PLEASE PROVIDE DETAILS AND SPECIFY WHEN YOUR COMPANY IS DUE FOR ITS NEXT QUALITY REVIEW?	

Please specify your company's process for product development and enhancements



D.2.6 Deviations Sheet

To

The Chief Load Despatcher,
 State Load Despatch Centre,
 GRIDCO Colony, Mancheswar Rly. Colony, Bhubaneswar-751017.

Bid Number:					
S. No.	Bidding Document Reference (Section No. / Clause No. Page No.	Content of Bidding document	Deviation / Assumption	Financial Impact	Scope Impact

Note: In case of no deviation/assumption, bidder shall mention “Nil” in the above format.

Certificate:

We confirm that,

- i. Only the above mentioned deviations and/or assumptions may be considered.
- ii. The Purchase is not bound to accept any of the above mentioned deviation and/or assumption and may reject any or all without giving any reason thereof.
- iii. Except the above mentioned non-material deviations and/or assumptions, subject to the approval and acceptance by the Purchaser, the entire work shall be performed as per the bid requirements

Authorized Signature [In full and initials] :

Name and Title of Signatory :

Name of Firm: :

Business Address :

Bidder’s Seal

Place:

Date:

D.2.7 Duly filled Bidding forms

BIDDER SHALL UPLOAD DULLY FILLED BIDDING FORMS IN THE FORMAT SPECIFIED IN SECTION V OF RFP:

D.3. Price Bid

Bidders are requested to provide cost for each of Line items. The Bidders should take a note of points detailed in **APPENDIX F** while filling the Price Bid.

D.4. Checklists

PLEASE SUBMIT A COPY OF THIS SECTION WITH COVER LETTER WHILE SUBMITTING THE PROPOSAL.

D.4.1 Mandatory forms that needs to be submitted

Table: Check List for Mandatory Forms

S. No.	Item	Furnished	Type
1.	Documents against eligibility criteria	Yes/ No	Soft Copy
2.	Techno commercial Proposal as per ITB section 11 & 21	Yes/ No	Soft Copy
3.	Price Bid as per ITB section 11 & 21	Yes/ No	Soft Copy
4.	Proof of turnover and net worth for the last three audited financial years of Bidder	Yes/ No	Soft Copy
5.	CV of key personnel in suggested format	Yes/ No	Soft Copy
6.	Filled-in copy of Bidding forms (Section V)	Yes/ No	Hard Copy
7.	Power of Attorney (Authorised Signatory) notarized copy for signing the bid document in hard copy.	Yes/ No	Hard Copy
8.	Documentary proof of submission Tender Cost, Bid Security, payment of Tender Processing Fees through e-payment mode.	Yes/ No	Hard Copy

D.4.2 Compliance checklist

Table: Check List for proper Documentation & Compliance

S. No.	Item	Furnished
a.	Please confirm you agree to all clauses specified in the Section II, ITB	Yes/ No
b.	Please confirm you have submitted all the mandatory forms specified in Appendix C (Technical & Financial Proposal)	Yes/ No
c.	Please confirm you have noted the bid submission deadline specified in Section III, BDS	Yes/ No
d.	Please confirm you have noted that the performance security will be furnished within time period as specified in Section II, ITB clause	Yes/ No
e.	Please confirm you have provided all document proof to substantiate you qualifying the eligibility criteria as mentioned in Section IV	Yes/ No
f.	Please confirm you have complied with all services specified in the scope of services mentioned in Section VI	Yes/ No
g.	Please confirm that you comply with all clauses specified in the General Conditions of Contract specified in Section VII	Yes/ No
h.	Please confirm that you comply with all clauses specified in the Special Conditions of Contract specified in Section VIII	Yes/ No
i.	Please confirm that all services have been included in the Price Bid and is complete in all respects without any deviation/ missing items	Yes/ No
j.	Please confirm that you have not submitted any alternate proposal	Yes/ No
k.	Please confirm that you have checked the final quote provided as per Appendix F (Price Bid) /Price Bid Sheet	Yes/ No

Appendix B - Evaluation Methodology

- Alternate bids are not allowed
- The evaluation team will thoroughly review the proposals submitted by various bidders.
- Bidder has to give a Power Point Presentation (PPT) on overall understanding of the scope of work as per Section VI.
- OPTCL, in observance of best practices, shall:
 - Maintain the bid evaluation process strictly confidential
 - Reject any attempts or pressures to distort the outcome of the evaluation, including fraud and corruption
 - Strictly apply only and all of the evaluation and qualification criteria specified in the Bid document.

E.1 “Single Stage – two part” Bidding Procedure

In the Single-Stage: two part bidding procedure, Bidders should submit two proposal simultaneously, one containing the Technical Proposal and the other the Price Bid. Initially, only the Technical Proposals are opened at the date and time advised in the Bidding Document. The Price Bids remain unopened. The Technical Proposals are evaluated by the Purchaser. No amendments or changes to the Technical Proposals are permitted. The objective of the exercise is to allow the Purchaser to evaluate the Technical Proposals without reference to price.

Bids of Bidders which do not conform to the mandatory requirements may be termed as non-responsive and will not be evaluated further.

Evaluation of price bids will be on the basis of the FOR DESTINATION PRICE including Goods and Services Tax & other levies as may be applicable. The FORD PRICE shall consist of the following components:

- a. Taxable value of service offered. (At the discretion of the purchaser)
- b. Goods and Services Tax
- c. Other levies, if any.
- d. Any other items, as deemed proper for evaluation by the purchaser.
- e. Any imposition of new tax or revision of tax shall be considered between due date of submission of bids and the date of price bid opening.

In comparing bids and in making awards, the Purchaser will consider other factors such as compliance to Scope of work, minimum qualification criteria, outright rejection clause of this tender, experience, financial soundness, record of integrity in dealings, performance, the time of delivery, capability to perform including available facilities such as adequate manpower, expertise & experience in similar project implementation.

Criteria for Outright Rejection:

- a. Non-submission of Documentary proof of submission of EMD, Tender Cost and payment of Tender Processing Fees (through e-payment mode).
- b. Non-submission of Power of Attorney (Authorized Signatory) notarized copy for signing the bid document in hard copy.

e-Reverse Auction is hereby incorporated in the referred tender as follows.

STRATEGY FOR e-REVERSE AUCTION	
1	Bidders are required to go through the guide lines given below and submit their acceptance to the same.
2	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.
3	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.
4	The strategy to be used for reverse auction shall be –DYNAMIC TEMPLATE BIDDING
Procedure for electronic Reverse Auctioning (e-RA):	
5	<p>a. The e-RA shall be conducted on www.tenderwizard/OPTCL.com only.</p> <p>b. Bidder has to submit letter towards agreement to the Process related Terms & Conditions for e-Reverse Auction, as per (Reverse Auction Process Compliance Form at Annexure-IB). In non-receipt of the same, vendors will not be allowed to participate in e-RA.</p> <p>c. 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 below.</p> <p>d. 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.</p>
6	<p>Prior intimation/ Notice for RA invitation will be given to techno-commercially qualified bidders regarding the date & time of opening of the e- RA.</p> <p>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.</p> <p>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).</p> <p>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.</p> <p>In case of price submitted by any bidder is found to be abnormal, OPTCL reserves</p>

	<p>the right to reject the bid of the bidder(s) .</p> <p>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.</p>
7	<p>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.</p> <p>(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.</p> <p>(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.</p> <p>(iii) Bidders can only quote any value lower than their previous quoted price. However, at no stage, increase in Price will be permissible.</p> <p>(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.</p> <p>(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.</p>
8	<p>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 .</p> <p>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. 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.</p> <p>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].</p>

9	<p>Consequent upon completion of e-Reverse Auction, OPTCL's decision on award of contract shall be final and binding on the bidders. OPTCL shall be at liberty to call the L1 bidder for further process/ negotiation and also at liberty to cancel the e-reverse auction process/ re- tender at any time, without assigning any reason thereof. 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.</p>
	<p>(Reverse Auction Process Compliance Form) (Annexure-IB) (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 Load Despatcher, State Load Despatch Center GRIDCO Colony, Mancheswar Rly. Colony, Bhubaneswar-751017 Sub: Agreement to the Process related Terms & Conditions for e-Reverse Auction. Dear Sir, This letter is to confirm that:</p> <ul style="list-style-type: none"> • 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. <p>With regards, Signature with Designation with company seal Name & Address Person having power of attorney for the subject package.</p>

Appendix C- Estimated Manpower Requirement

Following is the list of number of resources required to be deployed by the bidder under various roles:

Table: Estimated Manpower Requirement (may vary as per requirement): To be filled in by the bidder.

Roles	Minimum Years of Experience Required	Dedicated Resources		Shared Resources	
		Number	Man months	Number	Man months
Project Manager	More than 10 Years				
Power Market Expert	More than 15 Years				
Hardware Expert	More than 15 Years				
Solution Architect	More than 15 Years				
Training and Change Management Expert	More than 15 Years				
Database Expert	More than 15 Years				
Analytics Expert	More than 15 Years				

Handholding Support: Handholding support with adequate resource for consultancy service shall be provided by the Consultant till the completion of the project.

Note:

(i) It is envisaged that the consultants/subject matter experts proposed above are classified in a general way, but should possess all necessary technical, regulatory and commercial aspect knowhow required for state/regional level load dispatch activities.

(ii) Required Technology Profile (Qualifications for deployable resources):

a. Minimum B.E./B.Tech./MCA/M.Tech, or Four Years Graduate program in Computers/IT or equivalent from a recognized Institute/University.

OR

b. Engineering Graduate/ Postgraduate with certification or specialization in domain areas.

(iii) Required Subject Matter Expert Profile (Qualifications for deployable resources):

a. Graduate/ Post-Graduate with certification or specialization in domain and subject matter area(s).

b. Individuals with specific expertise and responsibility in a particular area or field with a deep understanding of a particular job, process, department, function, technology, machine, material or type of equipment.

c. For new & emerging technologies, such as AI, Block Chain, DevOps, IoT, Cloud Services, Big Data etc., the minimum experience in these subject areas can be relaxed minimum of up to 3(three) years. However, the resource should have minimum Ten Years of overall Industry experience to be deployed as a Subject Matter Expert profile.

Appendix D - Expected Implementation Schedule

The table below provides the time schedule for Project Management Consultant (PMC) services to assist OPTCL/SLDC in implementation of Scheduling, Accounting, Metering and Settlement of Transactions in Electricity (SAMAST). “T”, as referred to in the table, is the date of signing the agreement with the selected Consultant by OPTCL and “T+n” refers to no of months thereafter.

Table: Tentative Time Schedule

Month	Activity	Remarks
T + 0	Project Kick-off	This would be done after award of Contract. to the Consultant
T+1	Phase-I: Pre-Tender Activities	<ol style="list-style-type: none"> 1. Preliminary AS-IS study ,Gap analysis and To-Be report 2. Preparation of Detailed Project Report (DPR)
T + 5	Phase II: Tender Stage	<ol style="list-style-type: none"> 1. Preparation, finalization and publication of the Request for proposal (RfP)/Tender document. 2. Activities related to the Evaluation of the bid proposal (pre-bid, Techno-commercial evaluation, Price bid evaluation) 3. Selection of the implementing agency for SAMAST. 4. Drafting and finalizing the contract document between IA and OPTCL/SLDC
Phase III: Project Implementation and Monitoring Stage		
T +13	Site survey and supply and installation of hardware under SAMAST	<ol style="list-style-type: none"> 1. Site survey Assessment 2. Assessment of Hardware supply at Substation 3. Hardware supply at DC and DRC 4. Installation of Hardware at substation and meter installation 5. Installation of hardware at DC and DRC 6. Review, Inspection and Supervision of the implementation. 7. Status monitoring on progress, issues, risk involved.
T + 19	Design, development and installation of SAMAST software components	<ol style="list-style-type: none"> 1. Assessment of Project Status on design of SAMAST components. 2. Assessment of Software design and development for components like forecasting, scheduling, energy accounting, etc.

Month	Activity	Remarks
		3. Verification of all factors w.r.t Software Installation 4. Review, Inspection and Supervision of the implementation. 5. Status monitoring on progress, issues, risk involved.
T + 23	Integration, Site Acceptance Testing(SAT) and Training and Project Go-Live	1. Integrated system site acceptance testing/ hardware and all software module (SAT) 2. Training and Organizational Structure layout for SAMAST
Phase IV: Project Sign-Off Stage		
T + 24	Final Hand holding Support and Project Sign-off	Final hand-holding support phase (Issue resolution & de- bugging) & Project Sign off after successful completion of UAT/SAT and project Go-Live

Note: Final Hand holding Support completion date will be termed as Project Sign-off date.

Appendix E - Important Instructions / Notes For e-bidding

OPTCL Tender Specification: (Selection of Project Management Consultant (PMC) to assist OPTCL in implementation of Scheduling, Accounting, Metering and Settlement of Transactions in Electricity (SAMAST))

1. Please note that this tender shall be processed online.
2. Before participating bidders are requested to go through instructions carefully and submit their bid/offer in e-Bidding portal as well as in hard copy also, as required by OPTCL.
3. User manual and instruction documents are available in <http://www.tenderwizard.com/OPTCL>
4. Bidder must have a valid Digital Signature. Digital Signing Certificate and Digital Encryption Certificate can be obtained from any recognized digital signature issuing authority for participation in this tender. Bidder shall intimate in advance regarding details of digital signature issuing authority for ensuring the reliability of the same.
5. Bidder must have a valid User ID and Password. For obtaining the same, Bidder has to submit online registration form through e-bidding portal. User ID and Password will be sent on their registered e-mail ID mentioned in the form.
6. Please note that e-mail are system generated, hence bidders are requested to provide valid e-mail id and should regularly check their inbox / junk / spam of their e- mail id.
7. OPTCL shall not be responsible for non-supporting system, issues in internet connection, mal-functioning of associated hardware or software, etc. while submitting their offer. No extension in time shall be granted on any of such grounds. It is strongly recommended not to wait till last minute for submission of bid, as any untoward internet / technical incident may disrupt the bid submission.
8. The tender document can be downloaded from our website <http://www.tenderwizard.com/OPTCL>.
9. Please note that Price Bids are accepted only through online procedure. Rates in Price Bid should be quoted online in item tab in e-bidding System only (e-bidding portal).
10. Please note that hard copy of price bid should NOT be submitted offline. Also, scanned copy of price bid should NOT be uploaded / attached in e-bid portal.
11. Once the rates are filled in the specified fields and are locked, no change on any ground whatsoever will be accepted.
12. After dead line, no alteration in the rates will be allowed by the system. However, in case of extension of due date of opening of the tender, the bidders shall be allowed to submit revised bid in the system.
13. It is mandatory to submit following in e-bidding portal: -
 - a) Online payment of tender fee;
 - b) Upload duly filled, signed, stamped & scanned copy of all the schedules as per tender document, except the TECHNO-COMMERCIAL BID SHEET and PRICE BID SHEET.
 - c) Online filling of the TECHNO-COMMERCIAL BID SHEET and PRICE BID SHEET.
14. Tender shall be opened in the scheduled time as notified. If the due date of opening / submission of tender documents is declared a holiday by the Govt. or Local Administration, it will be automatically shifted to next working day for which no prior intimation shall be given. Tender opening shall be continued on subsequent days.
15. In case the opening of all tenders could not be opened on the scheduled time as notified, because of the technical constraints of system on the day of opening, it may be noted that the due date of opening / time may be altered / extended, if so desired by OPTCL, without assigning any reason. However, intimation shall be made available on company's tender portal / bidder's e-mail (if participation shown). Bidders are therefore requested to keep track of the same.

Appendix F – Price Bid Format

(To be filled up by the tenderer as indicated in the excel sheet)

- a. The tenderer should fill up the schedule properly and in full in Excel file of e- tender mode. The tenderer should fill up the schedule properly and in full. The tender will be rejected, if the schedule of price is submitted in incomplete form. No post tender correspondence will be entertained on break-up of prices. Also, the supplier should agree for delivery at sub-station site.
- b. The Tenderer shall give an undertaking in part-I of the bid that, any implication of lower Tax and Input Tax Credit benefit have been fully passed on to the purchaser as per anti-profiteering and other provisions under GST Laws while quoting the tender price.
- c. **Conditional offers will not be acceptable.**

#	Technology Profile of Resources	Man-Month Requirement	Rate per Man-Month (INR)	GST @18% (INR)	Rate per Man-Month including GST (INR)	Total (INR)
1	Project Manager	18				
2	Power Market Expert	8.55				
3	Hardware Expert	11.2				
4	Solution Architect	8				
5	Training and Change Management Expert	5.5				
6	Database Expert	3.05				
7	Analytics Expert	5.7				
	TOTAL					

Note: The Technological and Subject Matter expertise profile of the resources to be deployed must conform to the requirements mentioned in this regard at [Appendix C](#) of this tender document.