



ODISHA POWER GENERATION CORPORATION LIMITED  
IB THERMAL POWER STATION  
At/PO: BANHARPALI, DIST: JHARSUGUDA – 768 234 (ODISHA)  
Email: bkmishra@opgc.co.in

**NOTICE INVITING TENDER**

NIT No. ITPS /Unit -3&4 /2017-2018/133

Date:14/02/2018

Sealed bids in prescribed format are invited from bona fide, reputed and registered Agencies / Firms / Companies for execution of the following works at IB Thermal Power Station, Banharpali:

Sl No	Name of the Work	Bid Security (EMD)	Duration of the Job	Last Date of Sale of Tender Document	Date of Submission and Bid opening
1	Annual Maintenance contract(AMC) & Facility Management System(FMS) of Computers, Peripherals, Printers & Networking Components at OPGC Unit 3&4 (Two Parts)	Rs.30,000.00/-	3 Year	28.02.2018	28.02.2018 (3.00P.M)

**NB: For the works at Sl. No.1 bidders having the requisite qualifying criteria specified in the bid documents shall only be considered.**

Bid documents can be obtained from **Contract Cell Unit 3&4, ITPS, Banharpali** during office days & hours on submission of tender cost as mentioned above.

Cost of bid documents (non-refundable) shall be paid by Demand Draft in favor of OPGC Ltd. drawn on State Bank of India (Code-9510) / Andhra Bank (Code-0662) / Central Bank of India (Code-283899). Cost of bid documents, if downloaded from our website, shall have to be submitted along with the bid and **the DD towards the tender cost (separate from EMD) should be prepared on or before the last date of sale of tender**, otherwise shall be liable for rejection. In case of discrepancy found between tender document downloaded from website and the master copy in our office, the latter shall prevail. No claim on this account shall be entertained. Complete bids shall be received at **Contract Cell Unit 3&4, ITPS**. Bids shall also be opened at **Contract Cell Unit 3&4, ITPS** in presence of the bidders or their authorized representatives if present at the time of opening. If the last date of sale / receipt / opening happens to be a HOLIDAY, the tender will be sold / received / opened at the respective time on the next working day. The photocopies of all the supporting documents required for participating in the tender mentioned in NIT/Tender paper shall be submitted along with the bid; otherwise the bid is liable for rejection. Bids without EMD will be out rightly rejected.

Bids received after stipulated date & time shall not be entertained. OPGC shall not take any liability on account of any postal delay. Authority reserves the right to accept / reject any or all tenders, split up the scope among eligible bidders or cancel the tender altogether without assigning any reason thereof.

AGM-SCM

SAFE AND CLEAN POWER IS OUR COMMITMENT



**BID DOCUMENT**

**Name of work:** “Annual Maintenance contract(AMC) & Facility Management System(FMS) of Computers, Peripherals, Printers & Networking Components at OPGC Unit 3&4”.

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ODISHA POWER GENERATION CORPORATION LTD.

Ib Thermal Power Station, Banaharpali, Jharsuguda – 768234

(ODISHA)

Email: [bkmishra@opgc.co.in](mailto:bkmishra@opgc.co.in)



**Name of work:** “Annual Maintenance contract(AMC) & Facility Management System(FMS) of Computers, Peripherals, Printers & Networking Components at OPGC Unit 3&4”.

### **Information to Bidders**

1) The bids complete in all respect must be submitted in a sealed envelope super scribed with tender enquiry number, name of the work and due date of opening. Both the Techno-commercial & Price Bid in separate sealed cover shall be put in a sealed third envelope. **The bid documents are not transferable.** The bidder must submit the following along with the bid:

- a) EMD of requisite amount as per NIT shall be put in a sealed envelope separately.
- b) Photocopies of Provident Fund Registration certificate, GST Registration certificate, Income Tax PAN and other required documents.
- c) Bid documents duly signed & stamped in all pages as a token of acceptance.
- d) In case of bidders submitting the documents downloaded from OPGC web site, the cost of bid documents (as per NIT) must be submitted (separately from EMD) in the form of Demand Draft. **The draft towards cost of bid documents must be drawn on or before the last date of sale of bid documents.**
- e) Original price bid duly filled in, signed & stamped on each page shall be submitted. Any price breakup (if required) must be submitted separately. The rates offered by the bidder shall be clearly written in English (clearly hand written or typed) both in words and figures and shall be free from any aberrations, deletions, corrections and overwriting. In case of any illegibility of the offer submitted by bidder the interpretation by OPGC shall be final and binding on the bidder. Insertion, postscript, addition and alteration shall not be accepted after submission of the bid.

**Note: Tenders submitted without the above requirements shall be liable for rejection.**

2) Bidders are advised to submit the tender based strictly on the terms and conditions and specifications contained in the tender documents and not stipulate any deviations in normal case.

- 3) **OPGC will award the contract to the successful bidder whose bid (offered/evaluated) has been found the lowest i.e. on L-1 basis.**
- 4) OPGC reserves the right to evaluate the quotation on such deviations having financial implications by adding the cost determined by OPGC.
- 5) Wherever it is mentioned in the specification that the contractor shall perform certain work or provide certain facilities, it is understood that the contractor shall do so at his cost.
- 6) Before quoting the rates the Bidder should go through the specifications, scope of work, special condition of contracts etc. and get himself fully conversant with them. The bid should include cost of mobilization and cost to adhere to all safety norms as described in the tender. No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to the opening of bid on account of mobilization or Safety costs.
- 7) The details of items in the price schedule shall be read in conjunction with the corresponding technical specifications. Items of work provided in the price schedule but not covered in the technical specifications shall be executed strictly as per instructions of Engineer in charge.
- 8) The Bidders shall quote rates inclusive of the complete cost towards consumables, tools and tackles, equipments, labour, levies, taxes and duties if any, **all safety PPE's as per OPGC norms to all workmen**, rectification, maintenance till handing over, supervision overheads, profits and all incidental charges not specifically mentioned but reasonably implied and necessary to complete the work according to contract.
- 9) OPGC reserves the rights of accepting the whole or any part of the tender and bidder shall be bound to perform the same at their quoted rates.

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GENERAL CONDITIONS OF CONTRACT



**ODISHA POWER GENERATION CORPORATION LIMITED**  
**7<sup>TH</sup> FLOOR, ZONE – A, FORTUNE TOWERS,**  
**CHANDRASEKHARPUR, BHUBANESWAR – 751 023**  
**(ODISHA)**

ODISHA POWER GENERATION CORPORATION LTD  
IB THERMAL POWER STATION, BANHARPALI

NOTICE INVITING TENDER

1. Tenders are invited on behalf of the OPGC Ltd. for the work “Annual Maintenance contract(AMC) & Facility Management System(FMS) of Computers, Peripherals, Printers & Networking Components at OPGC Unit 3&4”.
2. The Tender & rates shall be in the prescribed form provided by OPGC.
3. The works are required to be carried out for **Three (3) Year**.
4. Normally Bidders having corresponding class of license, PF Code, valid IT PAN GST registration certificate, expertise for the work required to be executed and financial capacity will be considered.
5. The person who floats the NIT shall be the Accepting Authority herein after referred to as such for the purpose of this Tender.
6. Applications for issue of tender documents shall be submitted to Accepting Authority so as to reach his office not later than **dt.28/02/2018**.
7. A Bidder shall possess IT PAN, GSTIN certificate, PF Registration certificate and Service Tax Registration certificate.
8. Tender documents consisting of plans, drawings, specifications, Schedule(s) of Quantities / Price Schedule of various classes of work to be done, the Conditions of Contract and other necessary documents.
9. A Bidder should quote his rates in figures as well as in words. The amount for each item should be worked out and the requisite totals given. Special care shall be taken to write rates in figures as well as in words, and the amounts in figures only in such a way that interpolation is not possible. The total amount shall be written both in figures and in words. In case of figures, the words ‘Rs.’ should be written before the figure of rupees and the words ‘Paise’ after the decimal figures, e.g. Rs.2.15 P. In case of words, the words ‘Rupees’ should precede and the words ‘Paise’ should be written at the end. Unless the rate is in whole rupees and followed by the word ‘Only’ it should invariably be up to two places of decimal.
10. In the case of item rate Tenders, only rates quoted shall be considered. Any tender containing percentage below / above the schedule of rate quoted is liable to be rejected. In case of lump sum tenders, only quoted amount shall be considered.
11. Any Bidder for the works shall not be witness in the Bid of any other Bidder for the same works. Failure to observe this condition shall render the Tender of the Bidder tendering as well as of those witnessing the Tender liable for rejection.
12. Tender shall be received up to **3.00 P.M** of **dt.28.02.2018** and shall be opened at **3.30 P.M on the same day** in presence of those Bidders or their duly authorized representatives who may like to be present.
13. The Tender shall be accompanied by Earnest Money **of Rs 30,000.00/-** The Earnest Money offered shall be in shape of Demand Draft / Pay Order in favor of ODISHA Power Generation Corporation Ltd. drawn on State Bank of India (Code-9510) / Andhra Bank (Code-0662) / Central Bank of India (Code-283899).
14. The Tender shall be accompanied with letter of undertaking on non-judicial stamp paper of appropriate value in the prescribed format.
15. The Earnest Money shall be made payable without any condition/demure to the Owner on demand. The Earnest Money shall be valid for a period of 03 (Three) calendar months from the date of opening of the bid.

16. In consideration of the Owner opening and considering the Tender for purpose of award of Contract, the Bidder shall keep his Tender valid for a period of **Sixty (60) days** from the date of opening of the Tender, during which period the Bidder agrees not to vary, alter or revoke his Tender either in whole or in part. If the Bidder however, fails to keep his Tender valid for **Sixty (60) days** or varies its terms and conditions during the said period then the Owner shall be entitled to forfeit the Earnest Money amount without any notice or proof of damages etc. The Bidder shall submit his Tender as required in the Tender documents along with letter of undertaking in the proforma enclosed herewith.
17. The Earnest Money of all unsuccessful Bidders will be returned within thirty (30) days after the award of the Contract.
18. Any Tender not accompanied with Earnest Money in accordance with aforesaid provisions shall be rejected by the Owner as non-responsive Bid.
19. No interest will be payable by the Owner on the said amount covered under Earnest Money / other security deposits.
20. On finalization of Tender, Earnest Money of successful Bidder will be treated as part of the initial security at the option of the said Contractor or shall be returned to the successful bidder at his option.
21. A Bidder shall submit the Tender which satisfies each and every condition laid down in this notice and other tender documents, failing which the Tender will be liable to be rejected.
22. The ODISHA Power Generation Corporation Ltd. do not bind themselves to accept the lowest or any tender or to give any reasons for their decision. The Owner reserves the right to allow the Public Sector Undertakings price preference facilities as admissible under existing Govt. policy. The prospective Bidders may apprise themselves of the relevant Govt. notification in this regard before submission of their bid. The ODISHA Power Generation Corporation Ltd. reserves the right of accepting the whole or any part of the Tender or split the total scope of work among eligible Bidders and Bidder (s) shall be bound to perform the same at his/their quoted rates.
23. Service Tax, VAT/Sales Tax, Work Contract Tax or any other tax on materials in respect of this Contract shall be payable by the Contractor and the Owner will not entertain any claim whatsoever in this respect.
24. The right to accept the Tender rests with the Owner. The Owner further does not bind himself to accept the lowest tender and reserves the authority to reject any or all the Tenders received without assigning any reason whatsoever. The whole work may be split up between two or more Contractors or accepted in part (not entirely) if considered expedient. The rates shall be the lowest/negotiated for such eventualities. Tenders in which any of the particulars and prescribed information is missing or incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The decision of the Owner in respect of the above shall be final and binding on the Bidders.
25. In case Contractor's labour go on strike with advance notice as per rule, it is responsibility of the Contractor to mobilize such manpower from their other sites or otherwise and continue the work so that execution of Contract is not affected. In such an event, the failure to perform shall lead the Owner to get the work done by any other agency, but at the cost & risk of the Contractor. Further, the Contract shall be terminated with seven (7) days' notice in O&M Contract and the Contractor may be debarred from participating in any future Bid in OPGC Ltd. In case of construction work, non-adherence to schedule shall lead to cancellation of Contract or imposition of penalty at the discretion of the Engineer-in-charge. If the labours go on strike without prior notice, the situation shall be treated as force majeure provided nonperformance is for a reasonable period only. If the situation is beyond reasonable control of the Contractor but has taken appropriate steps

as a man of common prudence would have taken in his own case, Owner may consider in case to case basis to either terminate the Contract or otherwise get the work done by other means but at the cost & risk of the Contractor. Only events of such illegal strike, which make the performance impossible at the time of occurrence and for a considerable time period for mobilization, shall be considered as force majeure.

The period of Contract shall be specified in the Special Conditions of Contract. The Contract period shall reckon from the date of issue of LOI. OPGCL reserves the right to withdraw any item(s) of works from the scope by serving a 7 days' notice to the Contractor without giving any reason for the same and take up the job departmentally or otherwise if performance of Contractor is found to be unsatisfactory. Value for the items of work thus withdrawn shall not be payable by the Owner. The Contractor shall not claim any compensation on this account.

The period of Contract may be extended with mutual consent if the delay is beyond the control of Contractor at the discretion of the Engineer-in-charge.

**26. SUSPENSION OF WORKS:**

The Contractor shall, on receipt of the order in writing of the Engineer-in-charge, suspend the progress of the works or any part thereof for such time and in such manner, as the Engineer-in-charge may consider necessary for any of the following reasons:

i) On account of any default on part of the Contractor; or

ii) For proper execution of the works or part thereof for reasons other than the default of the Contractor;

In any of the above cases the Contractor shall properly protect and secure the works to the extent necessary and carry out the instructions given on that behalf by the Engineer-in-charge during such suspension period.

**27.** The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress / attend the repair-maintenance on its occurrence and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-charge. The Contractor shall not employ in connection with the works any person who has not completed his/her eighteen years of age.

**28.** The Contractor shall in respect of labour employed by him or his subcontractors comply with or cause to be complied with the Contractors Labour Regulations.

**29.** At present Employees State Insurance (ESI) Act is not applicable to IB TPS but may be extended at any time. In case of enforcement of the scheme, the Contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the Contract, in accordance with the provision of "The Employees State Insurance Act, 1948" as amended from time to time. In case, the Contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-charge shall recover from the running bills of Contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.

**30.** The Engineer-in-charge shall on a report having been made by an Inspecting Officer as defined in the Contractor Labour Regulations have been the power to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or worker by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Contractors Labour Regulations.



31. In the event of the Contractor committing a default or breach any of the provisions of the aforesaid Contractors Labour Regulations as amended from time to time or furnishing any information or submitting or filling any Form/Register/Slip under the provisions of these Regulations which is materially incorrect, then on the report of the Inspecting Officers as defined in the Contractors Labour Regulations the Contractor shall without prejudice to any other liability pay to the Owner a sum not exceeding Rs.500.00 as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-charge and in the event of the Contractor's default continuing in this respect the liquidated damages may be enhanced to Rs.500.00 per day for each day of default subject to a maximum of ten percent of the contract value. The Engineer-in-charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the Welfare Fund constituted under Contract Labour (R&A) Act 1970. The decision of the Engineer-in-charge in this respect shall be final and binding.
32. **Model Rules for Labour Welfare:** The Contractor shall at his own expense comply with or cause to be complied with Model Rules for Labour Welfare. In case the Contractor fails to make arrangements as aforesaid, the Engineer-in-charge shall be entitled to do so and recover the cost thereof from the Contractor.
33. **Safety code:** The Contractor shall at his own expense arrange for the safety provisions.
34. **REMOVAL OF WORKMEN:**  
The Contractor shall employ in and about the Execution of the works only such persons as are skilled and experienced in their several trades and the Engineer-in-charge shall be at liberty to object to and require the Contractor to remove from the works any person employed by the Contractor in or about the execution of the works who in the opinion of the Engineer-in-charge misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed in the work without permission of the Engineer-in-charge.
35. **WORK DURING NIGHT SUNDAYS AND HOLIDAYS:**  
Subject to any provisions to the contrary contained in the Contract, none of the permanent works except emergency maintenance work & operation shall be carried out during night or on Sundays or on authorized holidays without the permission in writing of the Engineer-in-charge. But in case of maintenance Contract, the Contractor shall be required to work any time any day as required by Engineer-in-charge.
36. **NEGOTIATION OF RATES:**  
In case Owner finds the lowest price to be at higher side in consideration of market price of various inputs including labour component, may call the lowest Bidders for negotiation of price based on analysis of their rate etc.
37. **Payment of running bill:**  
a. Interim bills shall be submitted by the Contractor by 7<sup>th</sup> day of every month duly certified by the Engineer-in-charge for the work executed.  
b. The Engineer-in-charge / Officer-in-charge shall then arrange to have the bill verified by comparing with the measurement already taken.  
c. 100% of the payment will be made in 21 days on quarterly basis after completion of each quarter from the submission of complete error free bill to Engineer –in -charge.
38. **LABOUR LAWS**  
Contractor shall comply with all laws, ordinances, regulations and notification / instruction of Govt. concerning the health, wages, welfare, safety and employment and non-employment of his workers and shall exclusively bear the consequences of failure to comply therewith.

The following points are to be observed strictly by the Contractor.

- i) No labour below the age of 18 (eighteen) years shall be employed on the work.
- ii) The Contractor shall not pay less than the notified wages by the appropriate government towards minimum wages from time to time and must comply with Minimum Wages Act. The payment has to be made to the labours in the presence of authorized representative of the Owner / Engineer-in-charge.
- iii) The Contractor shall at his expense comply with all labour laws and keep the Owner indemnified in respect thereof.
- iv) The Contractor shall pay equal wages for men & women in accordance with Equal Remuneration Act 1976.
- v) The Contractor under the Contract Labour (Regulation and Abolition) Act, shall have a valid Labour license from appropriate licensing authority prior to starting / within 15 days of commencement of the work under the Contract. Validity of the license shall be maintained till expiry of Contract period & its extension, if any.
- vi) The Contractor shall employ labour in sufficient numbers to maintain the schedule of work and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-charge.
- vii) The Contractor shall furnish to the Engineer-in-charge at the interval of every 15 days a statement of the workmen employed on the works and also furnish information under rule 73 of ODISHA Contract Labour (R&A) Rule, 1975 or rules made there under.

**39. PREPARATION OF BID:**

The Bidder(s) shall submit the bid in two part, namely-

- I) Techno commercial Bid and
- II) Price bid

**PART-I: TECHNO-COMMERCIAL BID**

A complete set of original Tender documents as issued to the Bidder duly filled in as prescribed in different clauses of the Tender documents with signature & stamp in all pages as token of unconditional acceptance shall constitute Techno-commercial Bid.

The Bidder shall enclose the following documents in this Bid.

- a) Crossed Demand Draft for requisite amount drawn in favor of ODISHA Power Generation Corporation Ltd. in the manner prescribed in clause-15 of NIT enclosed herewith towards the Earnest Money without which the Tender will be summarily rejected.
- b) Details of work of similar nature and magnitude executed by the Bidder during last three years (Works executed in name of Bidder).
- c) Details of present commitments of the Bidder.

- d) Details of other vehicle.
- e) Organization chart showing number of qualified personnel in the roll of the firm.
- f) Duly filled in information about Bidder.
- g) List of enclosures.
- h) Exception & deviation statement.
- i) Details of proposed organization.
- j) Documents showing annual turnover.
- k) Not used
- l) Photocopy of Provident Fund Registration No. and Service Tax Registration No. of appropriate category issued by competent authority.
- m) Photocopy copy of the Registration of Firm / Company.
- n) Present & permanent Address for correspondence along with Telephone No./Fax No./E-mail address etc.
- o) Any other technical information, Bidder wishes to furnish.
- p) Letter of undertaking in judicial stamp paper of worth Rs.5.00 in the format enclosed.
- q) Documents in support of authentication of the person who signed the tender. Only proprietor, partner, directors or permanent employee with due power of attorney is recognized for such signature.

Note: If required additional sheet may be used to furnish all above information but in the format provided in General Conditions of Contract.

The techno-commercial bid with all its enclosures as mentioned in clause 1.4 should be put in an envelope, sealed & super scribed as “TECHNO-COMMERCIAL BID”. This envelope must contain Name of the work, NIT No., Due date of opening and Name & Address of the Bidder on bottom left hand corner of the cover.

## **PART-II: PRICE BID**

A complete set of original Tender documents as issued to the Bidder except blank price bid / bill of quantity duly filled in as prescribed in different clauses of the Tender documents with signature & stamp in all pages as token of unconditional acceptance shall constitute Techno-commercial Bid.

Kindly submit the Price bid in a different envelope as per Annexure-A.

Price bids of only those bidders will be opened who meet as per qualification criteria given below. The Owner shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Price Bid.

For and on behalf of ODISHA Power Generation Corporation Ltd.

Signature...Sd/-

Designation: DGM- SCM.

Date:

## QUALIFICATION CRITERIA

**Bidders having the following criteria shall only be considered to be qualified in the Techno-commercial Bid:**

1. The bidder should have completed at least three AMC services of similar nature during last Three Years in Power Plants or Manufacturing Plants whose turnover is minimum 100 Crores.
2. Average Annual financial turnover during last three years (i.e. 2014-15, 2015-16 and 2016-17) should be Rs. 5 Crore or more. Audited Balance Sheet and profit & Loss A/C must be submitted along with the Techno-commercial Bid.
3. The bidder should be a registered company in India, registered under the Companies Act 1956 and should be registered under G. S. T. and/or have the sales tax registration in the state where the company has a registered office. The bidder should submit the valid GST /VAT registration certificate and Service Tax registration certificate.
4. The bidder should not be backlisted by any PSU or Govt. Organization
5. The bidder should have support centers with expert engineers located in Odisha in order to support OPGC office locations.
6. The bidder must have own Provident Fund Code, Income Tax PAN and valid GSTIN Clearance certificate. Photocopies of these documents must be submitted along with Techno-commercial Bid.

**Definition of similar nature of work:** - Similar nature of work should be consisting of FMS manpower supply & AMC of IT equipment's. Sufficient documentary proof in support of the above must be submitted along with the Techno-commercial Bid.

**NOTE:**

- **The bidders who are found qualified in above will be invited for the opening of the price bids.**

**Owner reserves the right to obtain necessary documents and also to assess the qualification of the Bidder, subsequent to submission of bid, as deemed necessary by Owner to establish bidder's qualification.**

### **SPECIAL CONDITIONS OF THE CONTRACT (IT & SYSTEMS)**

1. The work will be carried out as per the directions of the IT Dept. of OPGC.
2. All materials used should comply with the latest Indian Standard Specifications.
3. Income Tax and surcharges as applicable from time to time will be deducted from all bills.
4. The contractor should maintain the said equipment's/machines as described using certified service professionals to keep the equipment/machines in proper and safe working condition.
5. Inventory of spare parts and standby equipment should be readily available with service provider. Service provider should keep spares at site to avoid down time.
6. It shall be the responsibility of the Contractor to get service call reports certified from authorized IT representatives regarding works done with full details of Date and Time of complaint lodging and recertification. Copies of the certified call reports of a quarter should be made available to IT Dept. before release of payment for next quarter.
7. Rates should be inclusive of all spares, labour, transportation and service charges which may be necessitated during the currency of AMC.
8. The payment would be released at the end of every quarter after satisfactory service. Payment will be made through NEFT/RTGS on invoice base duly signed by the concerned authorized person.
9. Rate should be inclusive of all taxes, duties, levied by Central/State Govt. /Local bodies.
10. Rate accepted would be firm during the currency of the contract.
11. Web based system for lodging the complaint by the user departments shall be provided which will ensure online and real time based call registration and attendance, thus making all the monitoring time based and transparent.
12. The tender offers not fulfilling any of the special conditions will stand summarily rejected.
13. The tenderer(s) shall submit the certificate in respect of Registration of his/her/their firm duly attested.
14. The tenderer(s) shall submit the Photo copy of the PAN No. of his/her/their firm duly attested.
15. The AMC Provider shall have to submit all the details in respect of qualification, working experience in the fields of Computer related service etc. of the Service Professionals appointed by him for the work.
16. The service provider shall appoint minimum five Service Professionals at ITPS on full time basis to OPGC. In no conditions, the downtime of the PC/Laptops system(s) Printers, Network Equipment should be more than 12 (Twelve) Hours.

At ITPS the vendor will engage **Two** AMC/FMS support, **One** team lead, **One** for Server and **One** for CCTV support professional having following experience & qualification as tabulated below.

SN	Position	Location	Qualification	Core Experience
1	Team Lead	ITPS	B.Tech/MCA/Diploma/equivalent	Above 10 Yrs.
2	Server Engineer	ITPS	B.Tech/ Equivalent	Above 5 Yrs.
3	FMS Support Engineer	ITPS	B.Tech/Diploma/Graduate/equivalent	Above 4 Yrs.
4	FMS Support Engineer	ITPS	B.Tech/MCA/Diploma Engr./Graduate/equivalent	Above 4 Yrs.
5	CCTV/Network Expert	ITPS	B.Tech/MCA/Diploma Engr./Graduate/equivalent	Above 5 Yrs.

If the site support professional will not solve any FMS/Server/Desktop /Laptop/Printer/ Plotter/VC/Projector/TRC related problem then the Vendor should support the same from offshore.

The Team Lead deployed at site should have strong experience in Servers & Networks along with team leading capabilities. He should have experience in Vendor Management.

17. There are 2 VC setup available in OPGC, One at Resource Centre and another at Service Building for connecting to BBSR & outside AES site also. Any connectivity problem or any issue related to VC should be solved by FMS team by coordinating with Service provider or Vendor.

18. The AMC provider shall have to submit the Profit & Loss Account statement of his/her/their firm for the last three consecutive years.

19. Conditional offers and offers with condition, rebates will not be considered and will be summarily rejected.

20. The vendor should provide the standby resource in absent of deployed resource at ITPS and CO, Bhubaneswar.

21. The Vendor must provide vehicle for resources deployed at site to attend the user call.

22. The Vendor must Provide Laptop, data card for the team lead deployed at site.

**TERMS AND CONDITIONS FOR ANNUAL MAINTENANCE CONTRACT & SCOPE OF WORK (SYSTEMS)**

1. The firm should be able to repair the equipment within 7 (Seven) days. The Time starts from the date of handing over of the equipment to the TL of the AMC Vendor. On Rectification the representative of the Vendor should intimate to the Authorized person of IT department. The standby equipment should be provided on immediate basis.
2. If the firm is not able to repair the system within a week (Seven) days' time, penalty @ ₹ 500/- per item per day will be imposed.
3. The repaired equipment should have a warranty of one year.
4. If the repaired equipment becomes defective within warranty period, the firm shall repair the equipment free of cost.
5. After taking the equipment from OPGC till returning the equipment to OPGC, the responsibility for safe keeping of the equipment lies with the firm.
6. Payment shall be made after satisfactory performance testing of the equipment by concerned OPGC representative.
7. Defective equipment will be handed over to the firm by the authorized person of concerned department.
8. The information to the firm will be given through the Web Base Call register which shall be provided by the Service Provider.
9. If the equipment or system cannot be repaired at the site, the contractor can take faulty or defective equipment or system to his premises after taking prior permission of the competent authority of IT Department of OPGC. The defective equipment will also be taken out for repair in presence of IT personnel after providing spare/relief of similar equipment.
10. The FMS team is responsible for connectivity problem of ILL and MPLS link. The same should be resolved by logging the call and follow-up with service provider.
11. The carrying cost of all spares defective and repaired equipment from the site to the contractor premises and vice versa shall have to be borne by the Vendor himself.
12. The Vendor shall supply all the components or parts thereof to repair the equipment and system by his own machinery and at his own cost.
13. If the software's of the system crash during the AMC period, the contractor shall have to reinstall the original software.



14. The Vendor shall attend the failure within 1 hour and restore the system within 4 hours from the time of informing the failure. The Vendor shall repair and restore the system at the site with own cost and staff. Defective equipment should be repaired at site within 12 hours.
15. The Vendor should provide the tools to the site engineer as per requirement of tools. (Industrial blower, punching tools, LAN tester etc.). The Vendor shall also provide Laptop & Data card to the Team Leader.
16. All physical parts of Desktop Computer like Motherboard, Processors, All Disk Drivers, Write Drive (CD/DVD), Multimedia Card, Ethernet Card, VGA Card, SMPS, Cabinet and the accessories like Monitor, Keyboard, Mouse to be provided by the Vendor.
17. All physical parts and accessories of Networking Components (Installation and Configuration) i.e. Switches, HUBs, Routers, Modems, ADSL Router including power supply as per the list enclosed.
18. All physical parts & accessories of Servers including the Power Supply.
19. All physical parts of various types of Printers, Scanners, all types of laptop maintenance.
20. PCs like Booting Problem, loading of OS (Windows 98/XP/Vista/7/8/10 etc.).
21. Formatting of Desktops and Laptops whenever required and the Vendor shall take the Data Backup after discussion with the user before formatting Desktops/Laptops. The periodic data backup of user data and server is the responsible of FMS team.
22. Installation of required Software in client PCS/Laptops/Printers. All software and License will be provided by ITPS.
23. The vendor shall also install Antivirus Software in all desktops and laptops as and when required. The Anti-Virus Software and License will be provided by IBTPS.
24. The Vendor shall help the user in system administration activities, Virus Checking and Cleaning activities.
25. Non availability of networking connections or Dial up connection etc.
26. Server, Routers & Other Networking Components.
27. Mounting of additional accessories on existing equipment.
28. The AMC has also to be extended for further addition of any Equipment/Devices in addition to the existing ones as well as to the upgraded Equipment/Devices (Up gradation of existing lower version Equipment).
29. In case of replacement of Spares/Equipment, it will be replaced with the same capacity/configuration or Higher Capacity/better configuration of same Make or Equivalent & preferably with new ones. After the replacement, the Defective Spares are to be taken back by the vendor at its own risk and Cost.

30. After attending each job (Preventive/Breakdown) a Feedback Report duly signed by the User has to be submitted by vendor to the EIC or his Representative.
31. At the end of each month Vendor's service person should submit a summary sheet report of the calls attended and Spare changed.
32. The list of equipment under the AMC is enclosed in Annexure-I. The vendor shall always keep all the spares / standby equipment under normal condition without any downtime during the contract period.
33. The vendor shall have to attend and rectify the fault (Hardware/Software/Both) within the resolution time specified in the SLA.
34. Accommodation for resources at site will be provided by OPGC.
35. OPGC will provide the Guest House/Vehicle facility during visit to Corporate Office & ITPS.

#### **PREVENTIVE MAINTENANCE**

a) Preventive maintenance like cleaning and dusting off all equipment along with the checking of the function of the system and taking necessary action for smooth functioning of the system should be done once in 3 months by taking shutdown of the system (if necessary) after taking prior permission of the competent authority of OPGC. The attending staff should always endorse his attendance during preventive maintenance and also during attending of any failure from authorized representative of IT Dept.

A separate Register should be maintained by IT dept. of OPGC for this purpose in which particulars of preventive maintenance done should be recorded and signed jointly by IT Dept. and contractor's representative with date.

b) Attending representative of the firm should scan for any virus in the software's in all the systems and if it is found that the software's are virus infected, they are to be cleaned off during preventive maintenance and also during attending of any failure. The vendor will be responsible for Warranty coverage materials and day to day follow-up and call booking is the FMS team responsible.

**List of Mandatory spares to be maintained for all the time throughout the contract period at IBTPS.**

<b>SN</b>	<b>Item Description</b>	<b>UOM</b>	<b>Qty.</b>
1	PC	NO.	3
2	Laptop	NO.	2
3	LCD Monitor 19" or above	NO.	5
4	Keyboard (USB/Wireless)	NO.	10
5	Optical Mouse/Wireless Mouse (/USB/Wireless)	NO.	10
6	Motherboard with inbuilt AGP & Sound	NO.	5
7	Processor	NO.	5
8	HDD (IDE/SATA/USB)	NO.	5
9	DVD ROM/DVD Writer(IDE/SATA/USB)	NO.	2
10	RAM (2GB/4GB)-SD/DDR1/DDR2/DDR3	NO.	10
11	VGA Card	NO.	2
12	Sound Card	NO.	2
13	Ethernet Card	NO.	5
14	CMOS Battery	NO.	10
15	Power Cable for Laptop & Desktop	NO.	5
16	Printer Interface Cable	NO.	5
17	SMPS	NO.	10
18	SCSI HDD for Server	NO.	1
19	FLTP Converter	NO.	1
20	8 port Switch	NO.	5
21	Plotter & Plotter Spare Parts	NO.	1
22	Heavy Duty Colour Printer A3-Xerox/HP & Spare Parts	NO.	1
23	LaserJet Colour Printer & Spare Parts	NO.	2
24	LaserJet B/W Printer & Spare Parts	NO.	1
25	Layer 2 switch	NO.	4
26	Projector	NO.	1
27	16 Port Switch	NO.	5
28	VGA/HDMI Cable for Desktop/Laptop	NO.	5



## **BILL OF QUANTITY**

**Name of work:** “Annual Maintenance contract(AMC) & Facility Management System(FMS) of Computers, Peripherals, Printers & Networking Components at OPGC Unit 3&4”

**BOQ is attached as Annexure- A**

**(During Price Tender opening, only total amount will be read out and not unit rates/amounts of individual items)**

The rate of each item shall be quoted against the individual quantity mentioned in BOQ. The quoted price shall be all-inclusive basis (Taxes, duties, other government levies including Service Tax etc.) and shall remain firm during entire tenure of contract and shall not be revised under any circumstances for whatsoever reason except as described at (a) to (f) below. Service Tax applicability and rate of Service Tax should be shown separately. If nothing is mentioned by the bidders regarding Service Tax, it will be presumed that the bidder has taken Service Tax into account and included the same within the quoted rates. If Service Tax is shown extra and no rate is mentioned, tax will be loaded as applicable during the period.

- (a) Any increase / decrease in the Service Tax & Cess thereon will be reimbursed / adjusted as per actual against documentary evidence.
- (b) Additional amount due to imposition of new tax by Govt. relevant to this work will be reimbursed by OPGC as per actual against documentary evidence.
- (c) Any change in Income Tax rate will be borne by the Contractor.
- (d) Any increase in minimum wages of labour by the Government of Odisha shall be additionally reimbursed by OPGC on actual labour deployment basis subject to maximum of proportionate increase considering labour component as of bill value.
- (e) Quoted rate (valid on the date of opening of tender) shall be treated as base price and all-inclusive basis.
- (f) Any additional payment due to change in tax structure and minimum wages will be admissible only if the change is effective during the scheduled completion period. No such extra payment shall be made beyond the stipulated completion date if the delay is due to the fault of the contractor. No claim shall be admissible after completion of work.

**ANNEXURE-A**

**Un Priced Bill Of Quantity:**

**AMC Equipment list :**

<b>BOQ – ITPS (Project)</b>			
<b>S/N</b>	<b>Description</b>	<b>UOM</b>	<b>Quantity</b>
<b>A</b>	<b>Computers</b>		
1	PCs ( with all the Accessories )	No.	67
2	Laptop	No.	178
3	LCD Monitor	No.	34
	<b>Total PCs &amp; Laptops</b>	No.	<b>245</b>
<b>B</b>	<b>Network Device</b>		
1	Wireless Access Points	No.	<b>17</b>
2	Switches	No.	<b>15</b>
	<b>Total Network Devices</b>		<b>32</b>
<b>C</b>	<b>Printers</b>		
1	HP LaserJet B/W Printer	No.	8
2	HP Colour LaserJet Printer	No.	8
3	HP Officejet Colour Printer	No.	2
4	Xerox Printer (7530/7830/7220/5325)	No.	8
	<b>Total Printers</b>	No.	<b>26</b>
<b>D</b>	<b>Projectors</b>		
1	Projector	No	<b>4</b>
<b>E</b>	<b>Plotter</b>		
1	Plotter-Canon IFP 750	No	<b>3</b>
<b>F</b>	<b>VC Unit</b>		
1	SX20 Cisco Codec with CAM,MIC & 2 Nos. 55” LED TV	No	<b>1</b>

**FOR ITPS**

S/ N	Description	UOM	Qty	1st Year		2nd Year		3rd Year	
				Unit Price in Rs.	Amount Price in Rs.	Unit Price in Rs.	Amount Price in Rs.	Unit Price in Rs.	Amount Price in Rs.
<b>A</b>	<b>Computers</b>								
1	PCs ( with all the Accessories )	No.	67						
2	Laptop	No.	178						
3	LCD Monitor	No.	34						
	<b>Total PCs, Laptops &amp; Monitors</b>		<b>245</b>						
<b>B</b>	<b>Network Device</b>								
1	Cisco Wireless AP	No.	17						
2	Cisco Switches	No.	15						
	<b>Total N/W Device</b>		<b>32</b>						
<b>C</b>	<b>Projectors</b>								
1	Projector	No.	4						
	<b>Total Projectors</b>		<b>4</b>						
<b>D</b>	<b>Plotter</b>								
1	Plotter-Canon IFP 750	No.	3						
	<b>Total Plotters</b>		<b>3</b>						
<b>E</b>	<b>VC Unit</b>								
1	SX20 Cisco Codec with CAM & MIC	No.	1						
2	55" inch LED TV	No.	2						
	<b>Total VC Unit</b>		<b>3</b>						
<b>C</b>	<b>Printers</b>								
1	HP Colour LaserJet Printer	No.	8						
2	HP Officejet Colour Printer	No.	2						
3	HP LaserJet B/W Printer	No.	8						
4	Xerox Printer (7530/7830/7220/5325)	No.	8						
	<b>Total Printers</b>		<b>26</b>						
<b>D</b>	<b>Engineers</b>			Unit Rate Per Month in Rs.	Total Amount for 1st Year	Unit Rate Per Month in Rs.	Total Amount for 2nd Year	Unit Rate Per Month in Rs.	Total Amount for 3rd Year
1	Team Lead	Month	12						
2	Server Engineer	Month	12						
3	FMS Support Engineer	Month	12						
4	FMS Support Engineer	Month	12						
5	CCTV/Network Engg.	Month	12						
	<b>Total Engineers</b>		<b>60</b>						

<b>Total for 1st Year (A)</b>		<b>Total for 2nd Year (B)</b>		<b>Total for 3rd Year (C)</b>
<b>Total Price for ITPS (X) X=( A + B + C)</b>				

### **E-Reverse Auction**

**E-Reverse Auction shall be applicable for aforementioned tender, detail terms & conditions mentioned below:**

- E-Reverse Auction shall be conducted for the aforementioned works. The Transaction Fees for E-Reverse Auction shall be **Rs.10,000/- + taxes as applicable.**
- The Transaction Fees towards e-Reverse Auction as mentioned shall be deposited directly to the account of MSTC LIMITED prior to auction. The transaction fee shall not

be refunded. Before participation in e-Reverse Auction, the bidder has to register in MSTC e-Procurement Portal in advance.

- The Techno-commercially qualified bidders will participate in the Reverse Auction through MSTC Limited. The price may be finalized based on Reverse Auction or Sealed Price Bid. OPGC reserves the right to go for reverse auction prior to opening of sealed Envelope price bid, submitted by bidder. This will be decided after techno-Commercial Evaluation. All Bidders have to give their acceptance for participating in Reverse Auction as per “Rules and Regulations of the e-Reverse Auction” which shall be binding on the bidders. Non Acceptance to participate in Reverse Auction may result in non-consideration of their bids, in case OPGC decides to go for reverse auction.

## **1.0 Evaluation & Comparison of Bids**

### **1.0 Basis for Techno – Commercial evaluation**

OPGC will carry out a detailed evaluation of the bids previously determined to be substantially responsive, in order to ascertain whether the technical aspects are in accordance with the requirements set forth in the Bid Document. OPGC will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders.

The evaluation committee, appointed by OPGC as a whole, evaluates the proposals on the basis of their responsiveness to the Mandatory Requirement criteria as stipulated in section “Instructions to the Bidder” of this Bid Document. Proposal shall be rejected at this stage if it does not respond to mandatory requirements criteria. Only those bidders, who meet all the mandatory requirements, shall be considered for e-Reverse Auction and/or price bid opening.

### **1.1 Basis for Price Evaluation:**

The Techno-commercially qualified bidders will participate in the Reverse Auction through MSTC Limited. The price may be finalized based on Reverse Auction or Sealed Price Bid. OPGC reserves the right to go for reverse auction prior to opening of sealed Envelope price bid, submitted by bidder. This will be decided after techno-Commercial Evaluation. All Bidders have to give their acceptance for participating in Reverse Auction as per “Rules and Regulations of the e-Reverse Auction” which shall be binding on the bidders. Non Acceptance to participate in Reverse Auction may result in non-consideration of their bids, in case OPGC decides to go for reverse auction.

OPGC will examine the Price Proposals to determine whether any arithmetical errors have been made, whether the documents have been signed, and whether the Proposals are generally in order. Arithmetical errors will be rectified on the following basis.

- a) If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.
- b) If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder does not accept the correction of errors, its Proposal will be rejected and its bid security may be forfeited.

1.2 The evaluation shall be based on the evaluated cost of completing the contract in compliance with all commercial, contractual and technical obligations under this Bid including taxes, duties & levies etc. The rates of taxes, duties and levies as applicable on seven (7) days prior to the date of Techno-commercial bid opening shall be considered for the purpose of evaluation.

## **2.0 Award Criteria**

OPGC will award the contract to the successful bidder whose bid has been determined to be substantially responsive and to be economically advantageous, which will be established by Lowest Price basis (L1) amongst the qualified bidders in Techno-Commercial evaluation as per Clause No. 13 of “Rules and Regulations of the e-Reverse Auction”.



### Rules and Regulations of the e-Reverse Auction

<b>Buyer's Name/Owner</b>	Ib Thermal Power Station (Unit 3 & 4) (A Unit of Odisha Power Generation Corporation Limited)
<b>Auction To Be Conducted By</b>	MSTC Limited
<b>Name of the work</b>	<b>Annual Maintenance contract(AMC) &amp; Facility Management System(FMS) of Computers, Peripherals, Printers &amp; Networking Components at OPGC Unit 3&amp;4 (Two Parts)</b>
<b>Reference</b>	ITPS/Unit 3&4/2017-2018/133 dtd.14.02.2018
<b>Date &amp; Time Of Auction</b>	Auction Date: [To be intimated later]  Online e-Reverse Auction Time : [To be intimated later]  URL: <a href="http://www.mstcecommerce.com/eprochome/opgc">www.mstcecommerce.com/eprochome/opgc</a>
<b>Special Instructions</b>	Bidding in the last minutes and seconds should be avoided in the bidders own interest. Neither the Service Provider nor OPGC will be responsible for any lapses /failure on the part of the vendor, in such cases.
<b>Auto Extension of Closing Time</b>	5 minutes NB: If any bidder quotes 5 minutes before closing time, the closing time will be extended automatically for another 05 minutes and so on till 05 minutes idle time between the bids.
<b>Decremental Value</b>	Minimum decrement is <b>Rs. 10,000/-</b> and in multiples of <b>Rs. 10,000/-</b>
<b>Start Price</b>	The start price shall be confirmed before start of the e-RA and the same should be the estimated price as decided by OPGC.

1. For the proposed e-Reverse Auction, techno-commercially qualified bidders only shall be eligible to participate.
2. Bidders must be a registered user to bid for Buyer ("OPGC") in MSTC portal [www.mstcecommerce.com/eprochome/opgc](http://www.mstcecommerce.com/eprochome/opgc). Bidders need to have their Login ID and Password prior to e-Reverse Auction.
3. Bidders have to participate as per the e-Reverse Auction time and date communicated to them & based upon e-Reverse Auction invitation for particular Auction.
4. Quotation once submitted through e-Reverse Auction cannot be withdrawn /deleted. Otherwise, the EMD submitted by the bidder shall stand forfeited.
5. Buyer reserves the right to ban the bidder from participating in e-Reverse Auction without any explanation/reason at any stage of e-Reverse Auction.
6. Buyer reserves the rights to extend / cancel the e-Reverse Auction.
7. E-Reverse Auction shall be conducted in Indian Rupees only.
8. All prices submitted by Bidder in e-Reverse Auction shall be as per Tender's Terms & Conditions.
9. Validity of bids: As mentioned in Tender Document.
10. Written Confirmation shall be taken in advance regarding participation in the e-Reverse Auction to buyer along with the Authorized person name and details.
11. Buyer reserves the right to award the Purchase Order / Service Order as per buyer's discretion irrespective of Live Auction Rank.
12. Buyer reserves the right to repeat the e-Reverse Auction of same package.
13. **After completion of e-Reverse Auction, OPGC shall open the manual price bids submitted during tendering. The lowest evaluated bid of all the bids submitted in manual and e-Reverse Auction process shall be considered for award of the Purchase order / Work order.**
14. The bidders shall quote from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

15. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, OPGC at its own discretion shall debar the bidder from the e-Reverse Auction/Tender and future participation also.
16. OPGC reserves the right to cancel the e-Reverse Auction process/ tender at any time, before ordering, without assigning any reason and may go for manual opening of price bids as per standard practice.
17. OPGC shall not be liable for any interruption or delay in accessing the MSTC portal irrespective of any cause. In such cases, the decision of OPGC shall be binding on the bidders.
18. Other terms and conditions shall be as per NIT, bidder's techno-commercial Bid and other latest correspondences/ final confirmations, (if any) against the NIT.
19. If any item is not quoted by a bidder, the maximum price quoted by the other participated bidders for that item shall be considered for arriving evaluated price of that bidder.
20. The total L1 Price obtained through e-Reverse Auction shall be proportionately distributed among each line item inline with the price quoted and evaluated in the hard copy price bid.
21. The price quoted in e-Reverse Auction is the total price for all the items and quantity as per Price Schedule of NIT irrespective of any omission by the bidder in the hard copy price bid.
22. In case, the L1 Bidder in e-Reverse Auction and manual Tender happens to be the same bidder, then minimum price among both shall be considered as L1. If the bidder disagrees to accept the said condition, then his EMD shall be forfeited. Apart from this the bidder will be debarred from participating in future e-Reverse Auction/Tender of OPGC.
23. Each Bidder shall get the final loading factor (%age of the quoted price) from OPGC before e-Reverse Auction for the deviations, if any, taken by them in the techno-commercial bid.
24. The Price quoted in the e-Reverse Auction shall be inclusive of all applicable taxes, duties and levies, deviations considering the loading factor (got from OPGC/Tender Condition as mentioned in above clause) on his quoted price. However, the service tax shall be paid extra as applicable and not included in the loading factor as well as total price.

#### **UNDERTAKING**

I hereby undertake that I agree to the **"Rules and Regulations of the e-Reverse Auction"** mentioned herein.

**Signature:**

**Name:**

**Date:**

**Company Name:**

**Seal:**