



## BID DOCUMENT

**Name of work: "Primavera Unifier Software Licenses for OPGC & Data Migration from AES Primavera Unifier Setup to OPGC Primavera Unifier" (Two Parts)**

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ODISHA POWER GENERATION CORPORATION LTD. Unit# 3 & 4  
 1b Thermal Power Station, Banaharpali, Jharsuguda – 768234  
 (ODISHA)

Email: [debesh.mohanty@opgc.co.in](mailto:debesh.mohanty@opgc.co.in); [pradipta.mohanty@opgc.co.in](mailto:pradipta.mohanty@opgc.co.in);  
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**ODISHA POWER GENERATION CORPORATION LIMITED**  
**IB THERMAL POWER STATION Unit # 3&4**  
**At/PO: BANHARPALI, DIST: JHARSUGUDA – 768 234 (ODISHA)**  
**TEL: (06645) 289273**

Email: [debesh.mohanty@opgc.co.in](mailto:debesh.mohanty@opgc.co.in), [pradipta.mohanty@opgc.co.in](mailto:pradipta.mohanty@opgc.co.in), [bkmishra@opgc.co.in](mailto:bkmishra@opgc.co.in)

**NOTICE INVITING TENDER**

**NIT No. ITPS/Unit 3 & 4/21-22/014**

**Date: 13/04/2021**

Separate Sealed bids in the prescribed format are invited from bona fide and financially sound reputed Agencies / Registered Firms/Companies for execution of the following works at 2X660 MW IB Thermal Power Station, Banaharpali.

SI	Name of the work	Tender Cost (Rs.)	EMD (Rs.)	Contract Period	Sale of Tender document	Date of receipt & submission /Opening of technical Bid
1.	"Primavera Unifier Software Licenses for OPGC & Data Migration from AES Primavera Unifier Setup to OPGC Primavera Unifier" (Two Parts)	Rs.5600/- (Inclusive of GST)	Rs.50,000/-	01 Year	<b>13/04/2021</b> to <b>23/04/2021</b> (Hard & Soft copy only) Up to 3 PM	Up to 3:00 PM on 24/04/2021 3: 30 PM onwards on <b>24/04/2021</b>

**NB: a) Bidders having the requisite qualifying requirements specified in the bid document shall only be considered for the work.**

**b) Further please note to submit your offer considering GST provision and its related input tax credit benefits to be passed on to OPGC**

Cost of bid document (non-refundable) shall be paid by Demand Draft in favour of OPGC Ltd. drawn on State Bank of India (Code-9510) / Union Bank of India (Code-UBIN0806625) / Central Bank of India (Code-283899) payable at ITPS, Banaharpali. Cost of bid document 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 the bid shall be liable for rejection. In case of any discrepancy found between tender document submitted by the agency and the master copy in our office, the latter should prevail. No claim on this account shall be entertained. Complete and signed sealed bids in hard copy form only shall be received at Contract Cell, ITPS. Bids shall be opened at Contract Cell, ITPS in the presence of the bidders or their authorized representatives, if present at the time of opening. If the last date of issue / receipt / opening happens to be a HOLIDAY/office closed, the tender will be issued/ 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 rejected outright.

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

**N.B: For further details & downloading of Tender documents, please visit our web site [www.opgc.co.in](http://www.opgc.co.in).**

**Important: Agenda/Corrigenda/ Extensions, if any, will be notified on the OPGC website only and will not be published in any other media. Bidders are requested to visit our website regularly for any amendment of the present bid till finalization of bidding process.**

Sd/- GM- SCM

**SAFE & CLEAN POWER IS OUR COMMITMENT**



### **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:
    - i) All Micro & Small Enterprises (MSEs) who are registered with DIC/KVIC/KVIB/Coir Board/NSIC/DHH/ Udyog Aadhar Memorandum are eligible to get the benefit of exemption from payment of EMD & Tender cost and to get the exemption, the participating bidders have to obtain/register as MSME for the specific service/supply of goods/both.
    - ii) To get the exemption of EMDs & tender fee, the party has to make an application to the head of supply chain management (SCM) who is conducting tendering process along with proof of documents regarding eligibility of the exemption at least 2 days before the last day of bid submission. The HOD after due examination will allow to participate without submission of EMD& tender fee & the same has to be communicated to bidder in writing.
  - b) Photocopies of Provident Fund Registration certificate, ESI Registration certificate, Income Tax PAN and GST certificate.
  - 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 own 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 & OPGC contractor safety management program document no.EM4/61 (PART A). 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)**

- 1.** Tenders are invited on behalf of the OPGC Ltd. for the work "Primavera Unifier Software Licenses for OPGC & Data Migration from AES Primavera Unifier Setup to OPGC Primavera Unifier" (Two Parts).
- 2.** The Tender & rates shall be in the prescribed form provided by OPGC.
- 3.** The works are required to be carried out for 01 year or as per the instruction of EIC.
- 4.** Normally Bidders having corresponding class of license, PF Code, ESI Registration, Service Tax code, valid IT PAN & GST IN, 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.23/04/2021. (up to 3 PM)
- 7.** A Bidder shall possess IT PAN, PF Registration certificate and GST IN.
- 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. 24/04/2021 and shall be opened at 3.30 P.M on 24/04/2021 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 @ Rs.50,000.00. 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) / Union Bank of India (Code-UBIN0806625) / 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 One Eighty (180) 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 One Eighty (180) 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 deposited in form of DD 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. Except GST, Work Contract Tax or any other tax on materials in respect of this Contract shall be payable by the Contractor except service tax which shall be extra as applicable.

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 applicable to IB TPS, 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) 90% payment along with 100% taxes & duties shall be released on monthly basis within 30 days from the date of submission of bills duly certified by EIC.

b) Balance 10% of basic order value will be released within 30 days after completion of the contract, clearance from EIC & production of statutory evidence towards payment/deposit of PF, Leave salary, Bonus, Retrench benefit etc. of labour.

### **39. 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.

### **40. 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 mentioned in qualifying criteria in this Bid.**

a) **Crossed Demand Draft** for requisite amount drawn in favor of ODISHA Power Generation Corporation Ltd. in the manner prescribed above towards the Earnest Money and Tender cost without which the Tender will be summarily rejected.

b) **Details of work order of similar nature** and magnitude executed by the Bidder as per the qualifying criteria & other documents as specified in tender qualification criteria.

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 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**

Kindly submit the Price bid in a different envelope as per BOQ.

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: GM-SCM – Contract Cell Unit 3&4 , ITPS.

Date:

## QUALIFYING CRITERIA

**Name of work:** "Primavera Unifier Software Licenses for OPGC & Data Migration from AES Primavera Unifier Setup to OPGC Primavera Unifier" (Two Parts).

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

1. Vendor must be an OEM/Authorized dealer/channel partner. Valid authorization copy to be enclosed in the technical bid.

Acceptance of Reverse Auction: Bidders are to give their acceptance for participating in e-Reverse Auction through M/s.MSTC in addition to the submission of manual Price Bids. E-RA will be held after opening of manual price bids and the lowest among both manual bids and e-RA will be considered further for evaluation.

The detailed terms and conditions of the e-Reverse Auction is mentioned in the tender document as "RULES AND REGULATIONS OF THE E-REVERSE AUCTION".

**NB: The transaction fee for e-RA will be @0.03% of starting Price maximum up to Rs.10,000/- + Taxes as applicable, payable to M/s.MSTC.**

**NOTE:**

- 1) The bidders who are found technically qualified in above will be invited for the opening of the price bids.
- 2) All the above documents along with supporting documents to be enclosed in the Techno-Commercial Bid (PART-I).
- 3) The bidder must have own Provident Fund Registration certificate, ESI Registration certificate, Income Tax PAN and GST certificate. Photocopies of these documents must be submitted along with Techno-commercial Bid.

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.

**SCOPE OF WORK:**

## 1. Software Package Supply

S.No.	Description	Qty	Remarks
1	Primavera Unifier Project Controls Cloud Service - Hosted Named User (1 Year)	35 Nos.	

## 2. Functional Requirement

- a. At present OPGC uses one of its Partner's Primavera Unifier Cloud environment. Supplier is required to migrate existing Project Data along with Collaboration Business Process data and documents from existing Unifier environment into newly provisioned environment. Below is list of objects that require migration:
- i. Existing Projects – 09 Nos.
  - ii. Communication Business Process – 04 Nos.
  - iii. Reports – 10 Nos.
  - iv. Project Documents & Security
  - v. Existing records of above business processes approx. 100000.
  - vi. Data Migration would be done by using database backup (First Priority) consult with Oracle America and second by using the webservices.
  - vii. New projects can be added in newly provisioned environment without any cost impact.

## 3. Support :

Post migration of all project data from Oracle America server to Oracle India server supplier is required to provide technical support in any manner, including but not limited to updates, patches, fixes, accessing historical archived data, phone support, or on-line support accessible through a web browser or other connectivity tool, for the premise Licenses. Continue to maintain Oracle Technical support for all Licenses.

## 4. Warranty :

(a) Services. Seller represents and warrants: that Services will be performed in a highly professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures; that Services will be completed on time and in accordance with applicable specifications and will be correct and appropriate for the purposes contemplated in this Purchase Order; and that the performance of Services will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction.

(b) Infringement. Seller represents and warrants: that Services will not violate or infringe any patent, trademark, service mark, trade secret, copyright or other proprietary right of any third party; that Goods and Services will not contain libellous matter or violate any privacy or publicity rights of any person or other legal entity; and that Purchaser's proposed use of Services will not violate any such rights or any applicable law or regulation.

5. Cancellation for Cause:

Time is of the essence. Purchaser reserves the right to cancel this Purchase Order, in whole or in part, upon written notice to Seller if: in Purchaser's judgment, Seller fails to proceed expeditiously with delivery or performance; Goods or Services fail to conform to any warranties; Seller fails to perform or otherwise breaches this Purchase Order; or an event occurs that has a material adverse impact on Seller's financial condition. In the event of any such cancellation, Purchaser reserves the right, without prejudice to any other rights: (a) to refuse delivery of Goods or performance of Services.

**BLANK PRICE BID FORMAT**

Primavera Unifier Software Licenses for OPGC & Data Migration from AES Primavera Unifier Setup to OPGC Primavera Unifier (Two Parts)				
Description	Qty	Unit	Unit Rate	Amount (Rs)
PRIMAVERA UNIFIER PRJ CTRL CLOUD SERVICE	35.00	AU		
PRIMAVERA UNIFIER DATA MIGRATION	1.00	AU		
Total Value in INR (Excluding GST)				
GST extra, applicable % & SAC code to be indicated)				

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

<b>Buyer's Name/Owner</b>	Ib Thermal Power Station (A Unit of Odisha Power Generation Corporation Limited)
<b>Auction To Be Conducted By</b>	MSTC Limited
<b>Name of the work</b>	"Primavera Unifier Software Licenses for OPGC & Data Migration from AES Primavera Unifier Setup to OPGC Primavera Unifier" (Two Parts)
<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>	<u>Minimum decrement is Rs. 10,000/- and in multiples of Rs. 10,000/-</u>
<b>Start Price</b>	The start price shall be confirmed before start of the e-RA and the same should be the lowest IPO/estimated price as decided by OPGC.

1. Bidding would be conducted through two (02) stage process comprising of technical bid in which the bidder would be required to provide the details regarding compliance with the eligibility conditions, and financial bid comprising of the Initial Price Offer (IPO) and the Final Price Offer (FPO) through E-RA.
2. The IPO is to be submitted along with the tender document separately in a sealed envelope and super scribed with "PRICE BID" along with the tender enquiry number & Name of the work. Both the techno-commercial & price bid envelopes should be kept in a third envelope sealed and super scribed with tender enquiry number and Name of the work.
3. The financial bid process will comprise of two rounds. In the first round, the IPO of the techno-commercially qualified bidders will be opened & ranked on the basis of ascending order for determination of qualified bidders. Best five (L-1 to L-5) bidders would be qualified bidders for E-RA and such qualified bidders shall be eligible to participate in the E-RA and submit their FPO with respect to the bid.
4. For the proposed e-Reverse Auction, best five (L-1 to L-5) bidders would be qualified bidders for and such qualified bidders shall be eligible to participate in the E-RA.
5. 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.
6. 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.
7. Quotation once submitted through e-Reverse Auction cannot be withdrawn /deleted. Otherwise, the EMD submitted by the bidder shall stand forfeited.
8. 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.
9. Buyer reserves the rights to extend / cancel the e-Reverse Auction.
10. E-Reverse Auction shall be conducted in Indian Rupees only.
11. All prices submitted by Bidder in e-Reverse Auction shall be as per Tender's Terms & Conditions.
12. Validity of bids: As mentioned in Tender Document.

13. Written Confirmation shall be taken in advance regarding participation in the e-Reverse Auction to buyer along with the Authorized person name and details.
14. Buyer reserves the right to award the Purchase Order / Service Order as per buyer's discretion irrespective of Live Auction Rank.
15. Buyer reserves the right to repeat the e-Reverse Auction of same package.
16. **After completion of e-Reverse Auction, 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.**
17. The bidders shall quote from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. The total L1 Price obtained through e-Reverse Auction shall be proportionately distributed among each line item in line with the price quoted and evaluated in the hard copy price bid.
24. 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.
25. 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.
26. 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.
27. 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 GST 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:**



**PROFORMA FOR BANK GUARANTEE IN LIEU OF DD FOR EARNEST MONEY**  
(On Non Judicial stamp paper of Appropriate value)

Ref:  
Date:  
Bank Guarantee  
No.

To  
Odisha Power Generation Corporation Ltd.,  
1b Thermal Power Station,  
At/Po- Banharpali, Dist-  
Jharsuguda-768234.

Dear Sir,  
In consideration of Odisha Power Generation Corporation having its Registered office at 7th.Floor, Zone – A, Fortune Towers, Chandrasekharpur, Bhubaneswar-751 023 (hereinafter called the "Owner" which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Tender Specification Against NIT

No. \_\_\_\_\_ dt. \_\_\_\_\_ to M/s \_\_\_\_\_ having its Registered / Head office at \_\_\_\_\_ (hereinafter called the Bidder) who wishes to participate in the said tender for and you, as a special favour, have agreed to accept an irrevocable and unconditional Bank Bid Guarantee for an amount of Rs. \_\_\_\_\_ valid up to \_\_\_\_\_. On behalf of the Bidder, as a condition for participation in the said tender.

We, the \_\_\_\_\_ Bank incorporated under \_\_\_\_\_ law and having one of our branches at \_\_\_\_\_ and having our Registered office/Head office at \_\_\_\_\_ do here by unconditionally and irrevocably guarantee and undertake to pay to the "Owner" immediately on demand without any demur reservation, protest, contest and recourse to the extent of the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). Any such claim/demand made by the said "Owner" on us shall be conclusive and binding on us irrespective of any dispute or differences raised by the Bidder. This guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s \_\_\_\_\_ on whose behalf this guarantee is issued.

We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the owner in writing and agree that any change in the constitution of the said tenderer or the said Bank shall not discharge our liability. In witness where of the Bank, through its authorised officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Witness:  
(Signature) \_\_\_\_\_

Name \_\_\_\_\_

(Signature) \_\_\_\_\_

Name \_\_\_\_\_

(Designation with Bank stamp) Official Address  
Attorney as per Power of Attorney  
No. \_\_\_\_\_

\_ Date \_\_\_\_\_