PETRONET LNG LIMITED

BIDDING DOCUMENT

FOR

SUPPLY AND UPGRADATION OF SERVER AND STORAGE

AT

VARIOUS LOCATIONS OF PETRONET LNG LTD.

Tender No. PLL/DHJ/BIS/7025/2018

PART - A
(TECHNO-COMMERCIAL BID)

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DISCLAIMER

1. All information contained in this Bidding Document (defined hereinafter), or any other information provided, by or on behalf of PLL (defined hereinafter) is being provided to the Interested Party (defined hereinafter) for the purpose of inviting Bids (defined hereinafter) and does not constitute nor should be interpreted as an offer.
2. This Bidding Document is issued upon an express understanding that the Interested Party will use it only for the purpose of preparing and submitting its Bid and for the purpose necessarily associated herewith and for no other purpose whatsoever.
3. The purpose of this Bidding Document is only to provide each Interested Party with basic and preliminary information to assist each Interested Party in the preparation of its Bids for undertaking the Security Services (defined hereinafter).
4. This Bidding Document does not intended to form the basis of any decision on part of the Bidder(s) to proceed with the Services (defined hereinafter).
5. PLL makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in this Bidding Document. Each Interested Party must conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this Bidding Document and obtain independent advice in relation to this Bidding Document from appropriate sources.
6. No representation whatsoever is made or warranty given by PLL or its consultants, advisors, agents, officers and employees through this Bidding Document. In particular, no representation is made that any Letter of Acceptance (defined hereinafter) shall be issued or that the Services will be executed pursuant to this Bidding Document.
7. Neither PLL nor its employees, agents, advisors, officers or consultants shall be liable to any Interested Party or any other person under any law including the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered, in connection with or as a result of the Bidding Document, or any matter that may be deemed to form part of this Bidding Document, or the award of the work, or any other information supplied by or on behalf of PLL or its employees, agents, advisors, officers or consultants or otherwise arising in any way from the Bidding Process (defined hereinafter).
8. By acceptance of this Bidding Document, the Interested Party agrees that information contained herein supersedes document(s) or earlier information, if any, in relation to the Services. This Bidding Document and any information herewith will be superseded by any later written information on the same subject made available to the Interested Party by or on behalf of PLL.
9. Each Interested Party agrees, understands and accepts that the information contained in and the terms of this Bidding Document, are subject to change. Further, in no event, shall it be assumed that there shall be no deviation or change in any of the herein-mentioned information and/or the terms of the Bidding Document. PLL, at its own discretion, without any obligation to do so, may, update, amend or supplement any information contained in and/or terms of this Bidding Document, including the evaluation methodology.
10. Each Interested Party unconditionally agrees, understands and accepts that PLL reserves the right in its sole and unfettered discretion without any obligation or liability whatsoever to accept or reject any or all Bids at any stage of the Bidding Process without giving any reasons therefore. Further, PLL at its sole discretion may stop, re-invite, terminate, suspend or amend the Bidding Process at any stage without assigning any reasons therefore. Neither PLL nor its employees, agents, advisors or representatives shall be liable for any claim of any nature, whatsoever, including without limitations, any claim seeking expenses in relation to the preparation of any Bid.
11. Interested Parties are advised to note that PLL reserves the right, to amend, change, modify, advance, delay or otherwise cease the Bidding Process, for any reason that it may deem fit, in its sole discretion. This includes introduction of additional evaluation criteria for further short listing of Bidders based on detailed evaluation of capabilities or on account of any change in government policy, law or regulations, notwithstanding the issue of the Letter of Acceptance. Any change in the Bidding Process

shall be intimated to all the affected parties. For the avoidance of doubt, it is clarified that if at any time after the date of the Bidding Document and prior to the execution of the Services, there is any change in policy of the Government of India, law or regulations affecting the selection process, or any part of the Bidding Document or PLL's rights or obligations, PLL shall at its sole discretion be entitled to change, modify, review, supplement, add to, alter or otherwise deal with the Bidding Process in such manner and extent as PLL may decide so as to protect or further its interest or gain any advantage. The Interested Parties shall be required to submit the Bid in relation to this Bidding Document/Bidding Process as so amended, altered, modified or supplemented.

12. No extension of time shall be granted under any circumstances, unless specified by PLL in writing, to any Interested Party for submission of its Bid including, but not limited to, on the grounds that the Interested Party did not obtain a complete set of the Bidding Document, or on any other ground(s). Each Interested Party shall satisfy itself that the Bidding Document is complete in all respects. In the event that the Bidding Document or any part thereof is mutilated or missing, the Interested Party shall notify PLL in writing immediately at the following address:

Chief Manager (C&P)
Petronet LNG Ltd.,
GIDC Industrial Estate, Plot No. 7/A,
DAHEJ, Ta. : Vagra, Dist.: Bharuch,
Gujarat – 392 001
Tel: 02641- 300231/300235/300232
Email id: materials@petronetlng.com

In the event such written notice is not received at the aforementioned office within seven (7) days from the date of issue of the Bidding Document to the Bidder, then it shall be deemed that the Bidding Document has been received by the Bidder and is complete in all respects and that the Interested Party is satisfied that the Bidding Document is complete in all respects.

NOTICE INVITING TENDER

Petronet LNG Ltd. (PLL) invites bids under single stage two-bid system from bona fide experienced bidders of financial standing and reputation and fulfilling the qualifying requirements for the following job:

Salient Features of Tender Document:

1	Tender No.	PLL/DHJ/BIS/7025/2018
2	Name of Work	Supply And Upgradation Of Server and Storage at various locations of Petronet LNG Ltd.
3	Type of Tender	Open/National/Single Stage Two-bid
4	Delivery / Completion Time	05 months from the date of Letter of Acceptance or, Purchase Order whichever is earlier
5	Site Location	Petronet LNG Limited, GIDC Industrial Estate, Plot No. 7/A, DAHEJ, Ta. : Vagra, Dist.: Bharuch, Gujarat (India).
6	Tender Document fee (non-refundable)	INR 1,500 (Indian Rupees One Thousand Five Hundred only)
7	Earnest Money Deposit (EMD)	INR 4,50,000 (Indian Rupees Five Lakh only)
8	Mode of payment of Tender fee and EMD	1. The Bidder should submit Tender Document Fee in the form of Bank Demand Draft only in the name of "PETRONET LNG LIMITED" payable at Dahej. 2. The bidder should submit EMD in the form of Bank Demand Draft / Banker's Cheque in the name of "PETRONET LNG LIMITED" payable at Dahej or Bank Guarantee (Ref.:- Form-14). The Bank Guarantee should be from a Scheduled Bank/ Nationalized Bank.
9	Place and time of issue of Bid Document	Tender can be collected on any working day from the address given below from 10:00 hrs 27-09-2018 to 25-10-2018 up to (17:00 hrs) Petronet LNG Limited, GIDC Industrial Estate, Plot No. 7/A, DAHEJ, Taluka : Vagra, Dist.: Bharuch, Gujarat (India). Tel: 02641- 300231/300235/300232 Email id: materials@petronetlng.com
10	Tender Issuing / Receiving Authority	Chief Manager (C&P) Petronet LNG Limited GIDC Industrial Estate, Plot No. 7/A, DAHEJ, Taluka : Vagra, Dist.: Bharuch, Gujarat (India). Tel: 02641- 300231/300235/300232 Email id: materials@petronetlng.com
11	Date and Time for pre-bid conference	Not applicable
12	Last Date of sale of Bids	On or before 25-10-2018

13	Last date for receipt of Query from Bidders	On or before 15-10-2018 (Bidder shall use **Form 13**)
14	Last Date/Time of Submission of Bids	On or before 26-10-2018 (1200 Hrs.)

Note:

1. Bidders are requested to go through the document named, "Section-A: Instructions to Bidders (ITB) for participation in the Tendering process. This document shall over-ride and supersede any of the clause(s) found contradictory / conflicting elsewhere in the Tender Documents. This document aims at providing guidelines / instructions to bidders for submitting their bids.

2. Bidders are advised, in their own interest, to ensure that their bids are submitted well before the "Last Date/Time of Submission of Bids" of the Tender as PLL will not allow submission of bids once the closing date and time of the Tender [i.e. Last Date/Time of Submission of Bids] is reached.

3. Bidders are required to submit their bids along with a covering letter under the firm's / company's letterhead specifying the name and designation of the authorized person signing the bid.

4. Bid Document is non-transferable. Bidder must buy the bid document in his own name and submit the bid directly i.e. bids received from bidders in whose name bid document has been purchased shall only be considered.

6. Immediately upon receipt of tender information, interested bidder must submit "Acknowledgement Cum Consent Letter" format (**Form 1**) duly filled-in & signed through e-mail/post. In case of non-participation in the tender, the bidder is required to submit the reason(s) for non-participation in the same format "Acknowledgement Cum Consent Letter" attached in the tender failing which PLL may not issue any tender to such bidder in future.

PLL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever or to place order for part quantity at the sole discretion of PLL.

Thanking You,
Yours faithfully,

for Petronet LNG Ltd., Dahej

27/09/18

AUTHORISED SIGNETORY

SECTION A

INSTRUCTIONS TO BIDDER (ITB)

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1.0 SCOPE OF BID:

1.1 OWNER as defined in the General Conditions of Contract, hereinafter "the OWNER" wishes to receive bids for the supply & service as described in Technical Specifications and Scope of Contract.

1.2 The successful bidder will be expected to complete the scope of work within the tenure of contract stated in Scope of Contract and Notice Inviting Tender (NIT).

1.3 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder/ tenderer", "bid/tender/offer", "bidding / tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.

2.0 ELIGIBLE BIDDERS:

2.1 Bidders shall, as part of their bid, submit a written **power of attorney** authorizing the signatory of the bid to bind the bidder.

2.2 This Invitation for Bids is open to any bidder.

2.3 The bid should be from actual manufacturers. The bids from sole selling agents / authorized distributors/ authorized dealers/ authorized supply houses can also be considered, provided such bids are accompanied with back-up authority letter from the concerned manufacturers who authorize them to market their product, provided further such an authority letter is valid at the time of bidding. Offers without back-up authority from manufacturer will not be considered. Required warranty cover of the manufacturers for the product will be provided by such supplier.

2.4 While evaluating the bids, pursuant to Bid Evaluation Criteria, bidders past performance shall also be assessed for ascertaining the responsiveness of the bid. In such a case, the decision of OWNER shall be final and binding on the bidder.

2.5 The bidder is not put on holiday by PLL or black listed by any Government Department/Public Sector including PLL. (A declaration to this effect to be submitted as per Form 11)

3.0 ONE BID PER BIDDER:

3.1 A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.

4.0 BID EVALUATION CRITERIA (BEC):

4.1 The bids of only those bidders shall be considered for further evaluation and award who is meeting BEC in totality and have submitted sufficient documentary evidence in support of meeting BEC.

5.0 COST OF BIDDING:

5.1 The bidder shall bear all costs associated with the preparation and submission of the bid, and OWNER (PLL), will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6.0 SITE VISIT

6.1 The bidder is advised to visit and examine the site or / locations and its surroundings and obtain for itself, at its own responsibility, all the information that may be necessary for preparing the bid and entering into the Contract. The cost of visiting the site shall be at the bidder's own expense.

B. BIDDING DOCUMENTS

7.0 CONTENT OF BIDDING DOCUMENTS:

7.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. The Notice Inviting Tender (NIT) together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidders. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

8.0 CLARIFICATION OF BIDDING DOCUMENTS:

8.1 A prospective bidder requiring any clarification of the Bidding Documents may notify PLL in writing or by e-mail at PLL's mailing address indicated in the NIT. PLL will respond in writing to any request for clarification of the Bidding documents which it receives not later than date as mentioned at Sr.No.13 of NIT. Written copies of PLL's response (including an explanation of the query but without identifying the source of the query) will be sent vide e-mail or, post to all prospective bidders who have received the bidding documents. Any Clarification or information required by the bidder but same not received by PLL, ten days prior to the bid due date, the same is liable to be considered as no clarification/information required.

9.0 AMENDMENT OF BIDDING DOCUMENTS:

9.1 At any time prior to the bid due date, the PLL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents, by issuing addenda/corrigenda.

9.2 Any addendum/corrigendum thus issued shall be part of the Bidding Documents and shall be notified in writing by e-mail/post to all prospective bidders who have received the bidding documents. Prospective bidders shall promptly acknowledge receipt of each addendum by e-mail/post to the PLL.

9.3 The PLL may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the amendments issued.

C. PREPARATION OF BIDS

10.0 LANGUAGE OF BID:

10.1 The bid prepared by the bidder as well as all correspondence /drawings and documents relating to the bid exchanged by bidder and the PLL shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.

11.0 DOCUMENTS COMPRISING THE BIDS:

The Bidding shall be on the basis of 'single stage two bid separate envelope system'. The Bid will be submitted in two parts as follows:

PART-A Techno-Commercial Bid excluding the Bid Price (in a separate sealed envelope), shall contain the following:

a) Covering letter for submitting the Techno-Commercial Bid in **Form 2**

b) Set of Bidding Documents duly signed as per Clause 11 of ITB.
c) Bidder's General information in **Form-3**
d) Power of Attorney in **Form 4**
e) Bid Form in **Form 5**
f) Check List for Technical Requirements in **Form 6**
g) Brief Summary of Agreed Terms and Conditions in **Form 7**
h) Exceptions and Deviations, if any, as per **Form 8**
i) Bidder's technical and Financial Experience in **Form 9**
j) Declaration of no liquidation and court receivership in **Form 11**
k) Bid Security / Earnest Money Deposit EMD Form for Bank Guarantee in **Form-14**
l) Format for giving consent and banking details in **Form 15**
m) A confirmation that prices in requisite formats, strictly complying with the requirement, i.e. copy of Price Schedule/Schedule of Rates (SOR - **Form 18**) with prices blanked out and marked "XXX".
n) Documents towards Proprietorship/Partnership & company (self-declaration towards Proprietorship / partnership deed towards partnership firm/certificate of incorporation towards company)

PART-B: Priced Bid

a) To be submitted in a separate sealed envelope in accordance with the **Form 18**. Price bid should contain only the prices, without any condition, whatsoever.
b) Covering letter for submitting Price Bid in **Form 10**
c) Bidders are required to submit the above documents in original in the prescribed formats and in the manner prescribed in the tender at the time of bid submission in a sealed envelope.

11.1 **Sealing and Marking of Bids:**

The bids are to be submitted in triple sealed covers as under:

a) The first inner sealed cover will contain Techno-Commercial bids having all details but with **Blanked out Price Schedule (A copy of Form-18)** with prices and other figures "blanked out" and marked as "XXX" in order to confirm that there is a quote against this item in the Price bid. This cover will clearly be super scribed with "PART-A: Techno-Commercial Bid" along with tender number and item description.
b) The second sealed inner cover will contain only the price schedule duly filled in and signed and will be clearly super scribed with "PART-B: Price Bid" along with tender number.
c) These two covers shall be put into outer cover and sealed. The outer cover should duly bear the tender number and date of closing/opening prominently underlined, along with the address of this office.
d) The right to ignore any offer which fails to comply with the above instructions is reserved. Only one bid should be included in one cover.
e) PLL will not be responsible for the loss of tender form or for the delay in postal transit.

Please read "Rejection criteria" and all other document of tender before submitting bid. The "Un-Priced Bid" and "Price Bid" shall contain the documents in the manner specified below:

11.2 **PART-A:**UN-PRICED (TECHNO-COMMERCIAL BID):

The techno-commercial part of the tender document shall be submitted as detailed below:-

a) The Techno-Commercial Bid shall contain one (1) original, two (2) copies and one soft copy in electronic form (on a CD/DVD ROM) accessible using Microsoft Word 2007 or Adobe 2010, having all contents properly hyperlinked with the index sheet. The Techno-Commercial Bid

should contain complete information, details and documents as per the requirements of the Bidding Document (including but not limited to the information, details and documents required under Clause 11.2 of ITB). All pages of the original Techno-Commercial Bid shall be signed and stamped by the bidder.

b) The Bidder shall submit the original and each copy of the Techno-Commercial Bid in separate sealed envelopes, duly marked as "Original" or "Copy number [one] / [two]" and also marking on each envelope "Techno-Commercial Bid".

c) "Covering Letter" for Techno-Commercial Bid duly filled and signed by the authorized signatory as per **Form 2**.

d) Power of Attorney or other proof of authority, in favor of the person who has signed the tender (or a copy thereof duly attested as required under Instructions to Bidders to be submitted in following manner:

i. If tenderer is a proprietary firm, tender shall be signed by proprietor of the firm or authorized representative of the firm, in such case original or Certified (Attested/ notarized) copy of the power of attorney/proof of authority shall be submitted.

ii. If the tenderer, is a partnership firm, it shall be signed by all the partners of the firm or by a partner holding power of attorney for the firm or authorized representative of the firm for signing the tender, in such case original or certified (Attested/Notarized) copy of the power of attorney/proof of authority shall accompany the Tender. A certified copy of the partnership deed and current address of the partners of the firm shall also accompany the Tender.

iii. If the tenderer is a Public Limited / Private Limited company, the authorized representative /power of attorney holder of the company shall sign the Tender. Original or certified (Attested/ notarized) copy of the power of attorney/proof of authority along with the certified (Attested/ notarized) copy of the Articles of memorandum of Public Limited / Private Limited Company shall accompany the Tender.

e) In case of bid from Joint Venture (JV) duly registered under companies Act' 1956, the tender shall be signed by an authorized representative of JV having power of attorney signed by legally authorized signatories of all the JV members. Also, certified copy of Memorandum of Association, Article of Association & certificate of incorporation from ROC, JV agreement shall be submitted along with the bid.

f) Bidder shall submit original Power of Attorney along with the Techno-commercial offer.

g) Blanked out Price Schedule (A copy of **Form 18**) and marked as "XXX"

h) Failure to furnish all information required as per the Bidding Documents or submission of Bid not substantially responsive to the Bidding Documents, in every respect, may result in rejection of the Bid. Submission of the information and details shall be done strictly in the manner described.

i) Price shall not appear anywhere in Part-A (Techno-Commercial Bid) of the tender.

11.3 **PART-B:** PRICE BID (PRICE SCHEDULE)

Priced Bid shall contain only prices mentioned in all Field/Box **strictly** in the "Price Schedule/ Schedule of Rates" as per format **Form 18** of tender duly signed and stamped. Bids complete in all respects should be submitted on or before due date and time of Last date of Bid submission. Bidders are advised to fill the SOR as per following instructions.

a) Bidders are advised strictly not to alter or change the SOR format/ contents.

b) The bidder shall quote firm prices in the price schedule / SOR.

c) All duties, taxes and other levies (excluding GST), at the applicable rate shall be payable by the Bidder under the Contract and shall be included in the rate and prices quoted by the Bidder. The quoted bid prices shall accordingly be all inclusive and firm. However, any new taxes, duties, levies etc., imposed by the Central or State Government, subsequent to the submission of the Bid but during the scheduled contractual completion period shall be reimbursed against documentary evidence. However, the benefit of any withdrawal of any existing taxes, duties, levies, etc. must be passed on to PLL.

d) Bids or any other documents as submitted by Bidder shall become the property of the Owner and Owner shall have no obligation to return the same to the Bidder.

e) Owner shall not be liable for any obligation until such time Owner has communicated to the successful Bidder its decision to entrust the Work.

f) The price offered by the Bidder shall not appear anywhere in any manner in the Techno-Commercial Bid (Part-A).

g) The Bidder shall submit separately one (1) original of the Price Bid in the format provided as **Form 18** (Price Schedule / Schedule of Rates). The Price Bid shall be signed on each page by an authorized signatory of the Bidder. The Bidder shall seal the Price Bid in an envelope/ package duly marked "**PRICE BID – DO NOT OPEN**".

h) The Price Bid shall not contain any information whatsoever other than the prices. A covering letter (**Form 10**) shall therefore be attached in such a manner in order to permit PLL to examine the contents of the covering letter without opening the sealed envelope containing the Bid Price.

i) The Bid Price has to be furnished by the Bidder by completing/filing the Agreement Price Schedule, both in figures as well as in words, in such a way that interpolation/insertion is not possible. When there is a difference between the prices in figures and words, the amount stated in words shall prevail. When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct. When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.

j) The price quoted by the Bidder in the Price Bid shall be based on the Techno-Commercial Bid submitted by the Bidder.

k) No stipulation, deviation, terms & conditions, presumption, basis or any documents etc. shall be stipulated / submitted in Priced bid. PLL shall not take cognizance of any such statement and may at their discretion reject such price bids.

l) **Bidders are advised NOT to mention Rebate/Discount separately, either in the Price Schedule format or anywhere else in the offer. In case bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Price Schedule" and indicate the discounted unit rate(s) only.**

Please ensure that no Rate/Price or price related information is mentioned in PART-A Un Priced Bid, as such bids shall be out-right rejected as per rejection Criteria of Tender Document.

12.0 BID PRICES:

12.1 The bidder shall indicate on the appropriate format for "Price Schedule" enclosed as part of Bidding Document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected.

12.2 The statutory variation in GST within the contractual period shall be to PLL's account. However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to bidder's account and any decrease shall be passed on to PLL.

12.3 **Fixed Price**: Prices quoted by the bidder shall be firm and fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

13.0 CURRENCIES AND PAYMENT:

13.1 Bidders shall quote their prices in Indian Rupees only or as indicated in Schedule of Rates.

13.2 All payments will be made in Indian Rupees only and shall be released through e-banking. Successful Bidder shall submit details of their Bank Account for e-payment purpose as per **Form 15**

13.3 No advance payment of any sort shall be payable to the selected Contractor under the Contract.

14.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

14.1 Bid Evaluation Criteria

Commercial

1. The Bidder shall submit Earnest Money Deposit (EMD) for an amount of INR 4,50,000/- (Indian Rupees Four Lakh Fifty Thousand only) in the form of Demand Draft or Bank Guarantee in favor of Petronet LNG Ltd. The Bank Guarantee should be from a scheduled / nationalized bank.

2. The average annual turnover of the Bidder in similar requirement shall be minimum INR 180, 00,000/- (Indian Rupees One Crore Eighty Lakh only) during the financial year 2015-16, 2016-17 and 2017-18. The Bidder shall submit balance sheet, profit and loss account and Income Tax Return copies for last three financial year duly certified by statutory auditor of the company.

3. Net worth of the Bidder should be positive during preceding financial year.

4. The Bidder should have following similar experience during last five years; the last 5 (five) years shall be counted from the last day of bid submission date.
   a) One (01) similar contract of value not less than INR 170 Lakh; or,
   b) Two (02) similar contracts of value not less than INR 90 Lakh each; or,
   c) Three (03) similar contracts of value not less than INR 65 Lakh each; or,

   The Bidder shall submit work /service order copy (ies) and their completion certificate(s) in support of the above.

Technical

1. **Only manufacturer(s) of HP Make** or their sole authorized distributor / agent are eligible to bid. Updated and valid authorization letter from Original Equipment Manufacturer (OEM) in favor of authorized CONTRACTOR / distributor shall be enclosed along with the techno-commercial bid.

Instructions

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.
3. For the purpose of this Tender document, (i) Annual Turnover shall be "Sale value/ Operating Income" (ii) Working Capital shall be "Current Assets less Current liabilities" and (iii) Net Worth shall be "Paid up share capital and Free Reserves & Surplus"
4. Bidder whose accounts are not audited by auditors as per law/jurisdiction, certification from a Chartered Accountant to be submitted.
5. All such documents reflect the financial situation of the bidder and not sister or parent companies.
6. Historic financial statements must be complete, including all notes to the financial statements. Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial periods shall be requested or accepted).

14.2 **Bidders Eligibility Criteria**

14.2.1 The bidder shall furnish, as part of his bid, documents establishing the bidder's eligibility to bid and its qualification to perform the contract if its bid is accepted.

14.2.2 The documentary evidence of the bidder's qualifications to perform the contract if his bid is accepted, shall establish to the OWNER'S satisfaction:

a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the OWNER's country;

b) that the Bidder has the financial, technical and production capacity necessary to perform the contract;

c) that, in case of a Bidder not doing business within the OWNER's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

14.2.3 The OWNER will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract. An affirmative determination will be pre-requisite for award of the Contract.

14.3 Bidder is required to furnish the complete and correct information / documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of the bids and forfeiture of Earnest Money deposit.

In case the information / document furnished by the vendor / contractor forming the basis of evaluation of his bid is found to be false / forge after award of the contract, PLL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such vendor /contractor without any prejudice to the rights available to PLL under the contract such as forfeiture of PBG/security Deposit, withholding of payment etc.

In case this issue of submission of false document comes to the notice after execution of work, PLL shall have full right to forfeit any amount due to the Vendor/Contractor along with forfeiture of CPBG/Security Deposit furnished by the Vendor/Contractor.

Further, such bidder/vendor/Contractor shall be put on Blacklist/Holiday list of PLL debarring them from future business with PLL.

15.0 PERIOD OF VALIDITY OF BIDS:

15.1 The bid shall remain valid for acceptance for **Three (3) months** from the final bid due date. CONTRACTOR shall reject a bid valid for a shorter period being non-responsive.

15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the OWNER may request the bidder to extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (by post/ e-mail). A bidder may refuse the request without forfeiture of his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB Clause 16.0 in all respects.

16.0 EMD / BID SECURITY:

16.1 The bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids.

16.2 The bid security is required to protect the OWNER against the risk of bidder's conduct which would warrant the fore feature of security deposit.

16.3 The bid security in Indian Rupees for bidders quoting in Indian Rupees and in the form of Demand Draft/ Banker's Cheque in favour of PLL (India) Limited, payable at Bharuch, Gujarat (India) (issued by Indian Nationalized / Scheduled bank or first class International bank) or in the form of Bank Guarantee as per format enclosed in the Bidding Document.

PLL shall not be liable to pay any bank charges, commission or interest on the amount of bid security.

In case, bid security is in the form of Bank Guarantee, the same shall be from any Indian scheduled bank or a branch of an International bank (situated in India and registered with Reserve bank of India as scheduled foreign bank). However, in case of Bank Guarantee from banks other than the Nationalized Indian banks, the bank must be commercial bank having net worth in excess of Rs.100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

The Bid Security submitted through BG shall be valid for two (02) months beyond the validity of the Bid i.e. 5 months from the final bid due date.

16.4 Any bid not secured in accordance with ITB Clause 16.1 and 16.3 may be rejected as non-responsive.

16.5 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the PLL, pursuant to ITB Clause-15.

16.6 The successful bidder's bid security will be discharged upon the bidder's accepting the Order, pursuant to ITB Clause-34 and furnishing the Contract Performance Guarantee pursuant to ITB Clause-35.

16.7 The bid security may be forfeited:

a) If a bidder withdraws his bid during the period of bid validity.

b) in the case of a successful bidder, if the bidder fails:
   i) to accept the Purchase Order in accordance with ITB Clause-34.0 or
   ii) to furnish Performance Guarantee in accordance with ITB Clause-35.0
   iii) to accept correction of errors pursuant to ITB Clause-28.0

c) If the Bidder changes the proposed manufacturer/technical specification etc. after submission of his bid.

16.8 Bid Security should be in favor of PLL and addressed to PLL, Dahej. Bid Security must indicate the **Bid Document number and the item** for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security in the form of Bank Guarantee shall be in the form provided in the Bidding Document.

16.9 Exemption of submission of EMD/Bid bond granted for the following firms against submission of documentary proof.

Firms registered with NSIC will be exempted from payment of Earnest money/Bid Bond provided they are registered up to the monetary limits and for the items they intend to quote against PLL tender.

17.0 PRE-BID MEETING (IF APPLICABLE):

17.1 The bidder(s) or his designated representative, who are interested to submit their bid are invited to attend a pre-bid meeting which will take place at PLL, Dahej on the schedule date & time as specified in the NIT.

17.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

17.3 The bidder is requested, as far as possible, to submit any questions by courier or by fax/e-mail (exactly in Format **Form 13**) to reach PLL's office not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following sub-clause.

17.4 The salient queries raised and the responses thereof will be transmitted (without identifying the sources of the question) through an Addendum/Corrigendum.

17.5 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

18.0 FORMAT AND SIGNING OF BID:

18.1 The documents of the bid shall be typed or written in indelible ink and shall be signed by the person or persons duly authorized to sign on behalf of the bidder. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid, except any catalogues/ literatures shall be signed and sealed by the person or persons signing the bid.

18.2 The bid shall contain no alterations, omissions or additions, unless such corrections are initialed by the person or persons signing the bid.

19.0 EXCEPTION / DEVIATION:

19.1 PLL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of Contract, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer. However, in case of any exceptions/deviations, the same should be notified to PLL clearly mentioning at **Form 8.**

D. SUBMISSION OF BIDS

Immediately on receipt of Bid Documents, bidder to submit 'Acknowledgement cum Consent Letter', as per **Form 1**

20.0 METHODOLOGY FOR BID SUBMISSION

Bidder shall quote for the materials, subject to their meeting the Eligibility Criteria for evaluation specified in clause no. 14.0.

Bids shall be based strictly on the terms, conditions and specifications contained in the Bidding Document. Any deviation and exceptions taken to terms and conditions of the Bidding Documents must be clearly listed out separately and submitted along with techno-commercial part of the offer.

PLL invites sealed Bids, under a 'single-stage-two Bid separate envelope system', for performance of the Services and all activities covered under the Bidding Document. All Bids are to be completed and should be submitted to PLL in accordance with the Bid submission procedure set forth in this Bidding Document.

PART – A **(Techno – commercial Bid)**	Technical and commercial aspects of the offer with the techno-commercial volumes of the Bidding Documents duly signed as applicable with **NO PRICE** indicated therein to be submitted separately. All documents of the submitted Bid shall be stamped and duly signed by the person authorized under power of attorney.
PART – B **(Price Bid)**	Price portion of the offer (not to be opened along with PART - A) shall be submitted separately as per instructions. It shall be noted that this part shall contain **only PRICES** and no conditions whatsoever. Any condition mentioned in Price Bid of the tender shall not be considered at the time of evaluation of the Bid and may make the offer liable for rejection.

All amendments to Bidding Documents issued by Owner subsequently, if any, must be submitted along with the Bid. The Bid submitted by the Bidder shall take into account all such amendments (Addenda/Corrigenda).

The Bid shall be accompanied with requisite information and annexures strictly in the order indicated in APPENDIX A. Incomplete Bid(s) not supported by requisite documents may not be considered. Decision of the Owner, in this regard, shall be final & binding on the Bidder.

All corrections and alterations in the entries of tender papers shall be signed in full by the Bidder and dated. No erasers or over-writings are permissible. Use of correcting fluid is strictly prohibited. Wherever there is any correction in entry, the same shall be neatly struck, signed and dated by the Bidder. No cutting and over writing is permissible in Price Bid.

Late and delayed Bids / Offers after due date / time shall not be permitted. No Bid can be submitted after the last date and time of submission has reached. (However, if the Bidder intends to revise the bid already submitted, they may change / revise the same on or before the last date and time of submission of Bid). No bid can be modified after the dead line for submission of Bids.

20.1 Extension of Deadline for Submission of Bid:

20.1.1 The OWNER may, at its discretion, on giving reasonable notice by e-mail or any written communication to all prospective bidders who have been issued the bid documents, extend the

deadline for the submission of bids in which case all rights and obligations of the OWNER and the bidders, previously subject to the bid due date, shall thereafter be subject to the deadline as extended.

21.0 LATE BIDS:

21.1 The system does not allow any bids to be submitted after the scheduled due date and time.

22.0 MODIFICATION AND WITHDRAWAL OF BIDS:

22.1 A Bid once made cannot be modified or withdrawn.

22.2 The Bidder may withdraw, or withdraw and resubmit its Bid (which it had submitted earlier) prior to the last date and time prescribed for submission of Bids under Clause 14 of NIT, by submitting a written notice of withdrawal to PLL which must be received by PLL not later than such last date and time as specified in Clause 14 of NIT.

22.3 The Bidder's withdrawal notice shall be prepared, sealed and submitted to PLL at the address stated in Clause 10 of NIT and shall be marked "Withdrawal Notice - _____ (name of the Bidder) – Providing Security Services at Petronet LNG Ltd., Dahej".

22.4 Unless specifically permitted by this Bidding Document, no Bid shall be withdrawn or modified by the Bidder during the interval between the last date and time for submission of Bids and the expiration of the Bid Validity Period.

E. OPENING AND EVALUATION OF BIDS

23.0 BID OPENING:

23.1 **Unpriced Techno-Commercial Bid Opening:**

The Techno-Commercial Bid will not be opened in the presence of the Bidder. PLL will evaluate the Techno-Commercial Bid to determine whether the Bidder is eligible in terms of this Bidding Document and if its Bid is substantially responsive to the requirements of this Bidding Document.

23.1.1 Process to be Confidential:

23.1.1.1 Information relating to the examination, clarifications, evaluation and comparison of bids and recommendations for the order, shall not be disclosed to bidders or any other person officially concerned with such process. Any effort by a bidder to influence the PLL while processing the bid or award decision in any manner may result in rejection of such bid(s) and PLL may initiate action against such bidders as deemed fit including putting them on "Holiday List".

23.1.2 Contacting the OWNER

23.1.2.1 From the time of the bid opening to the time of the release of order, if any bidder wishes to contact the OWNER for any matter relating to the bid it should do so in writing.

24.0 CRITERIA FOR EVALUATION

24.1 Bid should be complete and covering the entire scope of work & Scope of Supply as indicated in the Bid Documents. Incomplete and non-conforming Bids will be disqualified and subsequently rejected.

24.2 Bid should be submitted in Two Bid system in two separate envelopes. The Techno Commercial bid (Part-A) shall contain all details but with the price column of the Price Bid format blanked out. However a mark (XXX) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Priced Bid.

The Priced Bid (Part-B) shall contain only the prices duly filled in as per the price bid format.

24.3 The Bidder shall be selected on lowest price (L1) basis only on the basis of Schedule of Rates (SOR) and as per evaluation methodology prescribed in **Form-18.**

24.4 All the pages of the bid document should be numbered, signed and stamped by the Bidder as an acceptance to the terms and conditions. The all pages up to Part-A shall be kept duly signed and stamped in technical bid. Offers with techno commercial bid containing prices shall be rejected outright.

24.5 Details of experience & past performance of the Bidder on works/jobs done of similar nature in support of the experience. A copy of work order / service order or completion certificate shall be attached.

24.6 The consent/approval/license (as applicable) for providing the services as per the complete Scope of Work provided herewith from the concerned authority shall be kept valid for the entire duration of the Contract and it shall be the sole responsibility of the Bidder to maintain/renew the validity of the such consent/approvals thereunder from time to time, failing which it may lead to cancellation of Contract.

24.7 The Bidder has not been debarred and/or blacklisted by any Central Government / or any State Government Department(s)/PLL. An affidavit to that effect on Non-Judicial Stamp paper of Rs. 20/- duly notarized shall be enclosed with the technical bid. The format of the affidavit is attached with tender as **Form-11.**

24.8 The Bidder shall submit Balance Sheet, Profit & Loss Account and ITR copies for last 3 financial years duly certified by statutory auditor of the company. Bidder whose accounts are not audited by auditors as per law / jurisdiction, certification from a Chartered Accountant of the bidder to be submitted for the said requirement.

24.9 The Price bid of only those tenderers will be opened who are considered techno-commercially acceptable to the Owner.

24.10 The Bidder shall not be under a declaration of ineligibility by Owner for corrupt or fraudulent practices as defined in ITB.

25.0 ADDENDA/ CLARIFICATION

Notwithstanding anything to the contrary in this Bidding Document, PLL reserves the right to, any time prior to the date of issue of the Letter of Acceptance, modify or in any way amend, whether the whole or any part of this Bidding Document by issuing in writing an addendum/corrigendum ("**Addendum/Corrigendum**"). Such Addendum/Corrigendum shall form part of this Bidding Document, and will be provided to all Bidders/Interested Parties and shall be binding on each of them. The Bidders/Interested Parties will be required to acknowledge the receipt in writing of each of such Addendum/Corrigendum within three (3) days of such receipt. The Interested Parties/Bidders shall send this acknowledgement by hand delivery, registered post, air courier or or electronic mail at the address provided in Clause 10 of NIT. An acknowledgement sent by or electronic mail, should be reconfirmed by a printed version sent by registered post, air courier or hand delivery to PLL which version will prevail over the electronic mail version.

The Bidder's/Interested Party's late or non-receipt of any Addendum/ Corrigendum or failure to acknowledge the receipt of any Addendum/ Corrigendum shall not relieve the Bidder/Interested Party from being bound by such Addendum/Corrigendum.

26.0 CONFORMITY TO TERMS AND CONDITIONS OF BID DOCUMENTS

26.1 Bids shall be based strictly on the terms, conditions and specifications contained in the Bid documents. Any deviation and exceptions taken to terms and conditions of the Bid documents must be clearly listed out separately as "Exceptions and Deviations". Exceptions & Deviations are to be submitted as per **Form 8**.

26.2 All correspondences from Owner as well as from the Bidder regarding clarifications during techno-commercial evaluation of the Bid and mutually accepted deviations to tender document shall be concluded as "Agreed Variations". The "Agreed Variations" shall form part of the Contract and all other correspondence in this regard will be treated as null and void.

27.0 RIGHT OF OWNER TO ACCEPT OR REJECT BIDS

27.1 Owner reserves the right to reject any or all of the tenders or any part of a tender so received and no compensation shall be paid for the expenses made by the Bidder in preparation of the bid.

27.2 Bids in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected.

27.3 The Bidder should note that the tendering can be abandoned/ cancelled, if the Owner deems fit, without assigning any reason whatsoever. No compensation shall be paid for the efforts made by the Bidder in preparation of the bid.

28.0 REJECTION CRITERIA:

Bidders are advised to submit their bid strictly as per the terms and conditions of the bid document. In the event of deviation(s) stipulated by the bidder their bid shall be considered incomplete/non-responsive and the bid shall be liable for rejection. The following shall constitute REJECTION CRITERIA for this tender and bid may be summarily rejected if any deviation(s) to these conditions found in bid. The Bid of a Bidder falling under any of the following categories shall be rejected by PLL, in its sole discretion:

28.1 A Bid received later than the date set forth in Clause 14 of NIT or such other date that may be specified, due to any reason whatsoever.

28.2 The Bidder submitting more than one (1) Bid or the Bid not being in accordance with requirements of this Bidding Document.

28.3 If any claim made or information provided by the Bidder in its Bid or any information provided by the Bidder in response to any subsequent query of PLL, is found to be incorrect or is a misrepresentation of facts.

28.4 Bid valid for a shorter period than the Bid validity period.

28.5 Bid, which is incomplete in any respect and/or is not accompanied by the requisite documents as provided in Clause 11.0 of ITB.

28.6 Non submission of any document, including any supporting documents, which are required to be submitted as per the terms of this Bidding Document from time to time, in addition to the documents listed in Clause 11.0 of ITB.

28.7 Bid received without the requisite Bid Security and/or with a Bid Security other than in the prescribed form and / or Bid Security with a shorter period of validity than prescribed in Clause 16.0 of ITB.

28.8 Unpriced Bid or the Techno-Commercial Bid containing any component of the Price Bid.

28.9 Price Bid containing any condition or information whatsoever other than the prices and figures as required in Schedule of Rates.

28.10 Any modification to the Bid and/ or any change in Price Bid made or sought to be made after submission of the Bid and not being in accordance with Clause 22 of ITB.

28.11 A Bid which, in PLL's sole view, is not substantially responsive to the conditions/requirements of the Bidding Document.

28.12 Any effort made by the Bidder to, directly or indirectly, influence or pressurize or coerce any person in respect of evaluation of the Bid or selection of the Bidder as the selected Bidder or award of the Contract.

28.13 The Price Bid quoted by the Bidder, including its breakdown, has not been furnished in the prescribed format of Schedule of Rates.

28.14 A Bidder not meeting the technical and financial capability as per Eligibility Criteria or not furnishing the requisite supporting documents/securities/guarantees against the submitted information.

28.15 Any Bidder submitting the Bid with deviations and not in compliance with the requirements and conditions of this Bidding Document.

28.16 A Bid or part of a Bid submitted in any language other than English except as permitted pursuant to Clause 10 of ITB.

28.17 Any Bid from the Bidder whose past performance or non-performance with PLL has been unsatisfactory or has led to termination of the work by PLL.

29.0 PRICED BID OPENING:

29.1 PLL shall inform the time, date and venue for priced bid opening to all such bidders who qualify pursuant to techno-commercial bid evaluation.

29.2 PLL will open priced bids of all bidders notified to attend priced bid opening, in the presence of authorized bidders' representatives. The bidders' representatives, who are present, shall sign bid-opening register evidencing their attendance.

29.3 The bidders' names, bid prices, and such other details as PLL, at its discretion, may consider appropriate will be announced at the opening.

30.0 ARITHMETIC CORRECTION

30.1 The bids will be checked for any arithmetical errors as follows:

30.2 In case of any discrepancy between prices in words and prices in figures, the prices in words shall be valid and binding. In case of any error in total indicated by the Bidder, the unit price alone shall be considered valid and binding on the Bidder.

30.3 If the bidder does not accept the correction of errors, its bid will be rejected and the bid security will be forfeited.

F. AWARD OF CONTRACT

31.0 POST QUALIFICATION:

31.1 In the absence of prequalification, the OWNER will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract.

31.2 The determination will take into account the bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the Bidder, as well as such other information as the PLL deems necessary and appropriate.

31.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid.

32.0 AWARD CRITERIA:

32.1 PLL will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

33.0 NOTIFICATION OF AWARD / LETTER OF ACCEPTANCE:

33.1 Prior to the expiration of period of bid validity the PLL will notify the successful bidder in writing by e-mail or letter by post, that his bid has been accepted. The notification of award / Letter of Acceptance will constitute the formation of the Contract.

33.2 Delivery shall be counted from the date of notification of award / Letter of Acceptance.

33.3 Upon the successful bidder's furnishing of contract performance bank guarantee, the PLL will promptly notify each unsuccessful bidder and will discharge his bid security.

34.0 ACCEPTANCE OF PURCHASE ORDER:

PLL will issue the Purchase Order to the successful bidder, who, within 15 days of receipt of the same, shall sign all pages and return the acceptance copy to the PLL.

35.0 PERFORMANCE GUARANTEE:

35.1 Within 15 days of the receipt of the notification of award / Letter of Acceptance from PLL, the successful bidder shall furnish the performance guarantee for 10% of order value through DD/BG in accordance with provisions of **General Conditions of Contract** (GCC) and in the form provided in the bidding documents.

35.2 This bank guarantee shall be valid for a period as stated in General Conditions of Contract (GCC).

36.0 INCOME TAX LIABILITY:

36.1 The bidder will have to bear all income tax liability, if any both Corporate as well as for his personnel.

37.0 CORRUPT OR FRAUDULENT PRACTICES:

37.1 The OWNER requires that Bidders/Suppliers observe the highest standard of ethics during the procurement and execution of the order. In pursuance of this policy, PLL:

a) Defines, for the purposes of this provision, the terms set forth below as follow:

i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the PLL, and includes collusive practice among

Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the PLL of the benefits of free and open competition;

b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

c) will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the CONTRACTOR determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

38.0 ERRANT BIDDERS:

In case after price bid opening, the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or varying any term in regard thereof leading to re-tendering, PLL shall forfeit Earnest Money paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job (s) / item(s).

39.0 REASON FOR REJECTION:

Bidder if so desires may seek in writing the reasons for rejection of their bid, to which PLL shall respond quickly

40.0 SUBMISSION OF FALSE/FORGED DOCUMENTS:

a) Bidder is required to furnish the complete and correct information / documents required for evaluation of their bids. If the information/ documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture of Earnest Money Deposit.

b) In case, the information / documents furnished by the vendor/contractor, forming basis of evaluation of his bid is found to be false / forged after the award of the contract, PLL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such vendor/contractor without any prejudice to other rights available to PLL under the contract such as forfeiture of PBG/Security Deposit, withholding of payment etc.

c) In case the issue of submission of false documents comes to the notice after execution of work, PLL shall have full right to forfeit any amount due to the vendor / contractor along with forfeiture of PBG/Security Deposit furnished by the vendor/contractor.

d) Further, such bidder/vendor/contractor shall be put on Banned/Holiday List of PLL debarring them from future business with PLL

41.0 ROAD PERMIT

a) PLL will issue E-waybill for transportation of ordered goods to Dahej on Supplier's request.

b) As E-waybill is valid is for One month from the date of issuance hence supplier should send the request for requirement of E-waybill once ordered material is ready to dispatch (After Invoicing and booking of consignment along-with complete sets of required documents as per PO Terms and conditions).

c) To Generate e-waybill, supplier to provide details in format (refer **Form 17**)

SECTION B

GENERAL CONDITIONS OF CONTRACT (GCC)

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

In this document, General Conditions of Contract (GCC), the following terms shall have the following respective meanings:

Whenever used in this Bidding Document the following words and expressions shall have the respective meanings given to them below or in the Clauses indicated below or in the documents referred to below:

"Addendum/ Corrigendum" shall have the meaning as set forth in Clause 25 of ITB.

"Bid" or **"Bids"** shall mean any or all bid(s) submissions under the Bidding Document i.e. Techno-Commercial Bid and Price Bid submitted by the Bidder along with any clarifications or additional information submitted by the Bidder in response thereto and/or any Addendum/Corrigendum issued by PLL.

"Bidder" shall mean the corporate entity or Interested Party, who submit their Bid in pursuant to the Bidding Document.

"Bidding Document" or **"Bidding Documents"** or **"Tender Documents"** shall mean all documents listed in Clause "B" of ITB, including all Addendum/ Corrigendum and any other documents issued by PLL up to the notification of the Selected Bidder.

"Bid Price" or **"Price Bid"** or **"Schedule of Rates (SOR)"** shall mean the charges quoted by the Bidder in its Price Bid.

"Bidding Process" shall mean the competitive bidding process conducted pursuant to this Bidding Document for selection of the Selected Bidder and execution of the services.

"Bid Security" or **"Earnest Money Deposit"** shall have the meaning as set forth in Clause 16 of ITB.

"Bid Validity Period" shall have the meaning as set forth in Clause 15 of ITB.

"Contractor" shall mean the shortlisted Bidder, whose Bid is being evaluated as lowest (L1).

"Interested Party" or "Interested Party(ies)" means a Bidder who has been issued the Bidding Document by PLL.

"Letter of Acceptance" shall have the meaning as set forth in Clause 33 of ITB.

"PLL" or **"Owner"** shall mean Petronet LNG Limited.

"Power of Attorney" shall mean the power of attorney in the format provided as **Form 4,** to be furnished by the Bidder to PLL, authorizing a person to act for and on behalf of the Bidder during the bidding process for selection and appointment of Contractor.

"Scheduled Bank" shall mean a bank included in the Second Schedule of the Reserve Bank of India Act, 1934.

"Selected Bidder" shall mean the Bidder whose, (a) Bid is determined to be the lowest evaluated substantially responsive Bid by PLL in accordance with the evaluation criteria set out in this Bidding

Document and to whom a Letter of Acceptance has been issued by PLL communicating acceptance of its Bid; or (b) Techno-Commercial Bid has been determined by PLL to be substantially responsive Bid although its Price Bid is not the lowest or the lowest evaluated and to whom a Letter of Acceptance has been issued by PLL communicating acceptance of the same.

"Services" or **"Scope of Work"** or **"Work"** or **"Scope of Supply"** shall have the meaning as set forth in Clause 1 of ITB.

"Techno-Commercial Bid" shall mean the Bid(s) submitted by the Bidder(s) as provided in Clause 11 of ITB.

"Eligibility Criteria" or **"Threshold Criteria"** shall have the meaning as set forth in Clause 14 of ITB.

2. CONTRACTOR TO INFORM

The CONTRACTOR shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the CONTRACTOR of his responsibility to fulfill his obligation under the Contract.

3. APPLICATION

3.1 These General Conditions of Contract (GCC) shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

4. COUNTRY OF ORIGIN

4.1 For purposes of this Clause "origin" means the place where the Goods were mined, grown or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

5. SCOPE OF CONTRACT

5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, and Annexure thereto.

5.2 Completeness of the EQUIPMENT shall be the responsibility of the CONTRACTOR. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being CONTRACTOR's responsibility) shall be provided by CONTRACTOR without any extra cost.

6. STANDARDS

6.1 The GOODS supplied under the CONTRACT shall conform to the standards mentioned in the Technical Specifications, or such other standards which ensure equal or higher quality, and when no applicable standard is mentioned, to the authoritative standard appropriate to the GOODS' country of origin and such standards shall be the latest issued by the concerned institution.

7. CONTRACT OBLIGATIONS

7.1 If after award of the contract, the CONTRACTOR does not acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the PLL reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.

7.2 Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the CONTRACTOR's bid and all previous correspondence.

8. MODIFICATION IN CONTRACT

8.1 All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by PLL by issuing amendment to the CONTRACT. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.

8.2 PLL shall not be bound by any printed conditions or provisions in the CONTRACTOR's Bid Forms or acknowledgment of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.

9. USE OF CONTRACT DOCUMENTS & INFORMATION

9.1 The CONTRACTOR shall not, without the PLL's prior written consent, disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the PLL in connection therewith, to any person other than a person employed by the CONTRACTOR in the performance of the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.

10. PATENT RIGHTS, LIABILITY & COMPLIANCE OF REGULATIONS

10.1 CONTRACTOR hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and CONTRACTOR agrees to be responsible for and to defend at his sole expense all suits and proceedings against OWNER based on any such alleged patent infringement and to pay all costs, expenses and damages which OWNER and/or CONSULTANT may have to pay or incur by reason of any such suit or proceedings.

10.2 The CONTRACTOR shall indemnify the OWNER against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the GOODS or any part thereof in the OWNER's country.

10.3 CONTRACTOR shall also protect and fully indemnify the OWNER from any claims from CONTRACTOR'S workmen/employees or their heirs, dependents, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT.

10.4 CONTRACTOR shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the OWNER from any claims/penalties arising out of any infringements.

11. PERFORMANCE GUARANTEE

11.1 Within 15 days after the CONTRACTOR's receipt of notification of award of the CONTRACT, the CONTRACTOR shall furnish Performance Guarantee in the form of Bank Demand Draft / Bank Guarantee (, in the form provided in the Bidding Documents) to PLL for an amount equivalent to 10% of the total value of the CONTRACT.

11.2 The proceeds of Performance Guarantee shall be appropriated by PLL as compensation for any loss resulting from the CONTRACTOR's failure to complete his obligations under the CONTRACT without prejudice to any of the rights or remedies PLL may be entitled to as per terms and conditions of CONTRACT. The proceeds of this Performance Guarantee shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee.

11.3 The performance guarantee shall be denominated in the currency of the CONTRACT.

11.4 The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by PLL not later than 6 months from the date of expiration of the Contractor's entire obligations, including any warrantee obligations, under the CONTRACT.

11.5 The performance guarantee shall be towards faithful performance of the contractual obligations and performance of equipment. This Bank Guarantee shall be from any Indian scheduled bank or a branch

of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 Crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

11.6 Failure of the successful bidder to comply with the requirements of this clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

12. INSPECTION, TESTING & EXPEDITING

12.1 The PURCHASER or its representative shall have the right to inspect and/or to test the GOODS to confirm their conformity to the CONTRACT specifications. The special conditions of CONTRACT and/or the Technical Specifications shall specify what inspections and tests the PURCHASER requires and where they are to be conducted. The PURCHASER shall notify the CONTRACTOR in writing the identity of any representative(s) retained for these purposes.

12.2 The inspections and tests may be conducted on the premises of the CONTRACTOR or his sub-contractor(s), at point of DELIVERY and/or at the GOODS' final destination, When conducted on the premises of the CONTRACTOR or his sub-contractor (s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the PURCHASER.

12.3 Should any inspected or tested GOODS fail to conform to the specifications, the PURCHASER may reject them and the CONTRACTOR shall either replace the rejected GOODS or make all alterations necessary to meet Specifications' requirements, free of cost to the PURCHASER.

12.4 The PURCHASER's right to inspect, test and where necessary reject the GOODS after the GOODS' arrival in the PURCHASER's country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the PURCHASER, or their representative prior to the GOODS shipment from the country of origin.

12.5 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.

12.6 CONTRACTOR shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.

12.7 In order to enable PURCHASER's representatives to obtain entry visas in time, CONTRACTOR shall notify PURCHASER two months before assembly, testing and packing of main EQUIPMENT. If requested, CONTRACTOR shall assist PURCHASER's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).

12.8 CONTRACTOR shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.

12.9 CONTRACTOR shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.

12.10 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by CONTRACTOR shall be witnessed by the INSPECTOR. Therefore, CONTRACTOR shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days' notice. CONTRACTOR shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.

12.11 If on receipt of this notice, PURCHASER should waive the right to witness the test, timely information will be given accordingly.

12.12 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at CONTRACTOR's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.

12.13 Nothing in Article-12 shall in any way release the CONTRACTOR from any warrantee or other obligations under this CONTRACT.

12.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by CONTRACTOR.

12.15 Inspection & Rejection of Materials by consignees

When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the contractor/supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the contractor freight to pay or otherwise dispose them off at the contractor's risk and cost. The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.

13. DELIVERY & DOCUMENTS

Delivery of the GOODS shall be made by the CONTRACTOR in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the CONTRACTOR until delivery has been completed.

Delivery shall be deemed to have been made:

a) In the case of FOB, CFR & CIF Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date.

b) In case of FOT dispatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained. The date of LR/GR shall be considered as the date of delivery.

c) In case of FOT site (for Indian bidders) on receipt of goods by OWNER at the designated site(s).

13.1 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of OWNER. Any request concerning delay will be void unless accepted by OWNER through a modification to the CONTRACT.

13.2 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by OWNER.

13.3 In the event of delay in delivery, Price Reduction Schedule as stipulated in clause 22 shall apply.

13.4 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.

13.5 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.

13.6 The CONTRACTOR should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.

14. TRANSIT RISK INSURANCE

14.1 All goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

14.2 Where delivery is on FOB or CFR basis, marine insurance shall be the responsibility of the OWNER.

Insurance Requirements:

Indigenous Bidders : Transit risk insurance from F.O.T. dispatch point onwards shall be arranged and borne by PLL.

Foreign Bidders : Marine insurance as well as transit insurance in OWNER's country shall be arranged and borne by PLL.

The CONTRACTOR shall ensure that in effecting dispatch of materials, the primary responsibility of the carriers for safe movement is always retained so that the OWNER's interests are fully

safeguarded and are in no way jeopardised. The CONTRACTOR shall furnish the cost of materials against each equipment.

15. TERMS OF PAYMENT

15.1 PAYMENT

15.1.1 Payment shall be made for the satisfactory services rendered by the Contractor as certified by the Officer-in-Charge (OIC). The Contractor shall submit invoices (in triplicate) along with the relevant details to the Officer-in-Charge of the Contract at PLL.

15.1.2 Release of payment shall be subject to the Contractor's fulfilling the following conditions:

a) Submission of all documents as per the requirements to the OIC.
b) Submission of necessary invoice(s) for payment.
c) Submission of Bank Account Details as per PLL Format (attached in Forms & Formats)

15.1.3 In case of Annual Rate Contracts, payment shall be made on monthly basis for the satisfactory services rendered by the Contractor as certified by the Officer-in-Charge. The Contractor shall submit invoices (in triplicate) duly supported by proof of attendance, payment of wages (along with the breakup such as Basic, PF, ESIC Contribution, other allowances, etc.), deposit of statutory dues as a proof of diligence along with the relevant details to the Officer-in-Charge of the Contract at PLL. The payment of the same will be made within thirty (30) days after the receipt of hard copy of the invoice complete in all respects from the Contractor.

15.1.4 Payment to the Contractor shall be made by e-Payment mode. Contractor to furnish bank details such as A/C name, A/C number Branch, Branch code, IFSC code etc.) Along with a copy of recently cancelled cheque.

15.1.5 All taxes and duties like Income tax and any other Government taxes applicable during the currency of Contract shall be deducted from the Contractor's running invoices. GST shall be paid extra as per applicable rate.

15.1.6 The rates stated in the Schedule of Rates shall not be subject to escalation or increase on any account whatsoever, other than new taxes, duties, levies etc. imposed by central or state government subsequent to submission of the bid. Any new taxes, levies, duties etc. imposed by the Central or State Government subsequent to the submission of the final bid shall be reimbursed against documentary evidence. However, the benefit of any withdrawal of any existing taxes, duties, levies etc. must be passed on to PLL.

15.1.7 The invoice will be paid after deducting statutory levies as applicable and any other deductions such as security deposit, penalties (if any) etc.

15.2 PLACE & MODE OF PAYMENT

15.2.1 All payment(s) by the Owner under or in terms of the Contract shall be made in Indian currency only **through e- payment/ NEFT** to the account notified by the Contractor. The Contractor should provide their bank details as per the format in **Form-15.**

16. TAXES, LABOUR LAWS AND OTHER REGULATIONS

16.1 All duties, taxes and other levies including cess on all duties, taxes and other levies (excluding GST) payable by the Contractor under the Contract shall be included in the rate and prices submitted by the Bidder as per format.

16.2 The Contractor shall be fully and exclusively responsible for the payment (and liable for all consequences in the event of default) in case of any and all taxes now or hereafter imposed, increased, or modified from time to time in respect of the above job and all contribution and taxes for unemployment compensation, insurance and old age pensions and amenities now or hereafter imposed by any law of the Government / local bodies which are imposed with respect to or covered by the wages, salaries or other compensation paid to the persons employed by the Contractor.

16.3 PLL shall have no liability whatsoever concerning the employees of the Contractor. The Contractor shall keep PLL indemnified against all losses or damage or liability arising out of or imposed in the course of employing the persons or out of his relation with his employees. The Contractor shall make regular and full payment of wages / salaries including overtime, etc. as per rules

in force and any other payments due to his employees and furnish necessary proof whenever required by PLL.

16.4 The Contractor shall comply with all Acts, Laws and regulations applicable to the area and law of the land with regard to the performance of work including but not limited to related act of Governing State, The Minimum Wages Act 1948, The Industrial Disputes Act 1947, The Payment of Wages Act 1936, The Employees' State Insurance Act, 1948, The Employees Provident Fund and Miscellaneous Provisions Act 1952, The Payment of Bonus Act 1965, The Payment of Gratuity Act 1972 and the Contract Labour (Regulation and Abolition) Act 1970 etc. and such other applicable central / state Acts from time to time and shall take such steps as may be deemed necessary in this regard.

16.5 The Contractor shall at his own cost and initiative take out and maintain at all times upto the conclusion of the Contract, insurance policies in respect of workmen engaged by him for providing services under this tender, in order to keep himself as also PLL fully indemnified from and against all claims whatsoever including but not limited to those arising out of the provisions contained in Workmen's compensation Act 1923.

16.6 The Contractor shall defend, indemnify and hold PLL harmless from any liability or penalty which may be imposed by the Central, State or local authorities by reason of any regulations or requirements and also from all claims, suits arising out of or by reason of the work provided by this Contract including any liability that may arise out of accident whether brought by the employees of the Contractor or by the third parties or by the Central or State Government authority or any sub-division thereof.

16.7 For any infringement of these provisions, the Owner shall be at liberty to rescind the Contractor without any liability to pay any compensation whatsoever to the Contractor.

The workmen employed by the Contractor shall have no relation whatsoever with PLL.

17. LABOUR LICENSE

Before starting of work, the Contractor shall obtain a licence from concerned authorities under the Contract Labour (Abolition and Regulation) Act, 1970, and furnish a copy of the same to the Officer-in-Charge if applicable.

18. SUBLETTING & ASSIGNMENT

The contractor shall not without previous consent in writing of the PLL authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

19. TIME AS ESSENCE OF CONTRACT

The time and date of delivery/completion of the GOODS/SERVICES as stipulated in the Contract shall be deemed to be the essence of the Contract.

20. LIQUIDATED DAMAGES (LD) / PANATELTY

20.1 In the event of delay in completion of the works as per contract validity period, liquidated damages / penalty shall be imposed at the rate of 1% of contract value per week or part thereof delay subject to a maximum of 10% of contract value.

21. TERMINATION OF CONTRACT

21.1 **Termination on expiry of the CONTRACT**

This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless the PLL has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT.

21.2 **Termination on account of force Majeure**

Either party shall have the right to terminate this CONTRACT on account of Force Majeure, as set forth in clause 24 below.

21.3 **Termination on account of insolvency**

In the event the CONTRACTOR or its collaborator at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the PLL shall, by a notice in Writing have the right to terminate this CONTRACT and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

21.4 **Termination for unsatisfactory performance**

If the PLL considers that the performance of the CONTRACTOR is unsatisfactory or, not up to the expected standard, the PLL shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. The PLL shall have the option to terminate this Agreement by giving 30 days' notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the PLL.

21.5 **Termination for delay in mobilization**

Successful bidder shall be required to mobilize complete crew for commencement of services at the site within the mobilization period from the date of Fax order / LOA/LOI / NOA. If the CONTRACTOR (successful bidder) fails to mobilize as above, the CONTRACT shall automatically stand terminated unless on request of contractor with valid reasons, PLL has extended the mobilization period with / without levy of Liquidated Damages.

21.6 **Consequences of termination**

In all cases of termination herein set forth, the obligation of the PLL to pay shall be limited to the period upto the date of termination. Notwithstanding the termination of this Agreement, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination.

In case of termination of CONTRACT herein set forth except under 16.1 & 16.2, CONTRACTOR shall be put on holiday [i.e. neither any enquiry will be issued to party by PLL against any type of tender nor their offer will be considered by PLL against any ongoing tender(s) where contract between PLL & that particular CONTRACTOR (as a bidder) has not been finalized] for 2 years from date of termination by PLL to such CONTRACTOR.

Note:-

PLL reserves the right to terminate the full contract or a part of it, at any time without assigning any reason thereof by giving 30 days' notice in writing. The Bidder shall not be entitled for any compensation by reasons of any such termination.

If the bidder wants to rescind the contract voluntarily or otherwise, he is required to give a notice of at least **90 days** failing which Performance Bank Guarantee will be forfeited by PLL.

22. FORCE MAJEURE

22.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire and Flood directly affecting the performance of the Contract.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, PLL shall have the option of cancelling this Contract in whole or part at his discretion without any liability at his part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

23. DISPUTE RESOLUTION

In case of any Dispute arising out of this Contract the same shall be referred to an independent arbitrator as per Arbitration and Conciliation act 1996 and amendments thereto, to be appointed by

PLL. The Decision of the arbitrator shall be final and binding on both the parties. The language of the proceedings shall be in English.

24. JURISDICTION

The Courts of Bharuch shall have Exclusive jurisdiction in the matters arising out of this Contract.

25. GOVERNING LANGUAGE

The Contract shall be written in English language as specified by the PLL in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.

26. NOTICES

26.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by e-mail or post.

26.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

27. PERMITS & CERTIFICATES

CONTRACTOR shall procure, at his expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and CONTRACTOR further agrees to hold PLL harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. PLL will provide necessary permits for CONTRACTOR's personnel to undertake any work in India in connection with Contract.

28. GENERAL

28.1 In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail.

28.2 Losses due to non-compliance of Instructions losses or damages occurring to the PLL owing to the CONTRACTOR's failure to adhere to any of the instructions given by the CONTRACTOR in connection with the contract execution shall be recoverable from the CONTRACTOR.

28.3 **Recovery of sums due**

All costs, damages or expenses which PLL may have paid, for which under the CONTRACT CONTRACTOR is liable, may be recovered by PLL (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the CONTRACTOR under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the CONTRACTOR be not sufficient to recover the recoverable amount, the CONTRACTOR shall pay to PLL, on demand, the balance amount.

28.4 **Payments, etc. not to affect rights of PLL**

No sum paid on account by PLL nor any extension of the date for completion granted by PLL shall affect or prejudice the rights of PLL against the CONTRACTOR or relieve the CONTRACTOR of his obligation for the due fulfillment of the CONTRACT.

28.5 **Cut-off Dates**

No claims or correspondence on this Contract shall be entertained by the PLL after 90 days after expiry of the performance guarantee (from the date of final extension, if any)

29. FALL CLAUSE – NOT APPLICABLE

30. SAFETY AND LABOUR LAWS

30.1 Contractor shall comply with the provision of all laws including Labor Laws, rules, regulations and notifications issued there under from time to time. All safety and labor laws enforced by statutory agencies and by PLL shall be applicable in the performance of this Contract and Contractor shall abide by these laws.

30.2 Contractor shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. No smoking shall be permitted within the terminal.

30.3 The Contractor shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

31. WORKMEN'S COMPENSATION LIABILITY

The Contractor, his heirs, executors and administrators (and in case of a limited company, its successors and assigns) shall hold the Owner harmless and indemnified from and against all claims, costs and charge for which Owner shall be liable under the workmen's compensation act, and any enactment for the time being in force in that behalf and any amendments thereof and the expenses to which it shall be put there under, both in respect of personal injuries (within the meaning of the said act) to the employees and servants of the Contractor, sub-contractors, if any, and / or permitted assigns arising out of or occasioned during the currency of this Contract, through the acts, or omissions whether due to negligence or otherwise of the Contractor, sub-contractor(s), permitted assigns and also in respect of the personal injuries (as understood under the said act) to the servants and employees of PLL arising out of or occasioned through the acts and omissions whether due to negligence or otherwise of the Contractor, sub-contractor(s), permitted assigns and / or his servants and employees in carrying out any of the provisions of this Contract. The Contractor shall further indemnify PLL against such claims from third parties in respect of injuries arising out of or occasioned through the acts and omissions whether due to negligence or otherwise of the Contractor, sub-contractor(s), permitted assigns and / or his servants and employees in carrying out any of the provisions of this Contract.

32. ISSUE OF PHOTO GATE PASSES

32.1 Issue of all photo gate passes shall be strictly as per the approved procedure at PLL.

32.2 RETURN OF PHOTO GATE PASSES

32.2.1 All the photo gate passes issued to the contractor's workers /site supervisors have to be surrendered essentially after completion of the work. Against the loss of any of the photo gate passes issued to the contractor shall invite penalty as mentioned below or as decided by PLL from time to time:

32.2.2 Whenever any photo gate pass is lost, the contractor or the contractor's employees concerned should lodge a police complaint immediately stating actual facts in the complaint.

a) In case of first loss of photo gate pass, a penalty of Rs. 250/- (rupees two hundred fifty only) will be imposed for each lost/damaged pass and duplicate pass will be issued, if needed.

b) In case of second loss of photo gate pass, a penalty of Rs. 500/- (rupees five hundred only) will be imposed and triplicate pass will be issued, if needed.

c) In case of loss of photo gate pass third time, a penalty of Rs. 600/- (rupees six hundred only) will be imposed and contractor's employee concerned will be black listed from PLL and no further passes will be issued to the contractor for the concerned individual.

d) If the contractor withdraw any of their employees deployed at the Site during the execution of the job, it is advised to surrender the photo gate pass immediately to Security Section and submit the proof of cancellation of the said photo gate pass to Engineer-in-charge. Any outstanding photo gate pass against the contractor will lead to non-clearance of their final bill after completion the work.

33. LIMITATION OF LIABILITY

Notwithstanding anything contrary contained herein, the aggregate total liability of Contractor under the Agreement or otherwise shall be limited to 100% of Agreement / Order price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

SECTION C

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITION OF CONTRACT

1.0 **SCOPE OF SUPPLY/CONTRACT**: Scope includes Design, Supply and upgradation of server and storage at various locations of PLL, as per the technical specifications/scope enumerated in tender document (SECTION-D).

2.0 **PAYMENT TERMS:**
100% payment shall be released within 30 days after successful installation and commissioning duly certified by engineer in charge and submission of performance bank guarantee and final Invoice.

The contractor shall submit Pre Printed Tax Invoice in Triplicate (having pre-defined Serial no. of invoice) separately.

i. The invoice shall be processed only when required supporting documents are attached along with the bill. PLL shall not be held responsible if bill is pending for want of any documents which are mandatory for bill processing.
ii. The payment will be released by PLL after deductions of necessary tax as per applicable rules.
iii. The payments will be made through e-payment directly to Supplier's Bank account submitted as per format attached at **Form-15**

3.0 **DELIVERY SCHEDULE:**
Within 05 (Five) Months from date of LOA/purchase order whichever is earlier. Date of dispatch shall be considered as date of delivery.

4.0 **PRICE REDUCTION SCHEDULE (PRS)/LATE DELIVERY CLAUSE (LD)**

4.1 In the event of delay in completion of the works as per contract validity period, liquidated damages / penalty shall be imposed at the rate of 1% of contract value per week or part thereof delay subject to a maximum of 10% of contract value.

5.0 **GUARANTEE / WARANTEE**

5.1 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract.
No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the CONTRACTOR pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorized in writing by PURCHASER and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfil in all respects all operating conditions, if any, specified in the Contract.

If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior **to forty two (42) months from the date of receipt of material or 36 months from the date of commissioning (whichever is earlier)** and the CONTRACTOR is notified thereof, CONTRACTOR shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfil the foregoing guarantees.

OWNER may, at his option, remove such defective materials, at CONTRACTOR'S expense in which event CONTRACTOR shall, without cost to OWNER and as promptly as possible, furnish and install

proper materials. Repaired or replaced materials shall be similarly guaranteed by the CONTRACTOR for a period of no less than forty two (42) months from the date of replacement/repair.

In the event that the materials supplied do not meet the specifications and/or not in accordance with the drawings data sheets or the terms of the Contract and rectification is required at site, PURCHASER shall notify the CONTRACTOR giving full details of differences. The CONTRACTOR shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of PURCHASER, the action required to correct the deficiency. Should the CONTRACTOR fail to attend meeting at Site within the time specified above, PURCHASER shall immediately rectify the work/materials and CONTRACTOR shall reimburse PURCHASER all costs and expenses incurred in connection with such trouble or defect.

Reference to Special Contract Conditions, the warranty clause as mentioned (if any) would supersede the aforementioned tenures / terms.

6.0 PERFORMANCE GUARANTEE OF EQUIPMENT

6.1 CONTRACTOR shall guarantee that the performance of the EQUIPMENT supplied under the CONTRACT shall be strictly in conformity with the specifications and shall perform the duties specified under the CONTRACT.

6.2 If the CONTRACTOR fails to prove the guaranteed performance of the EQUIPMENT set forth in the specification, the CONTRACTOR shall investigate the causes and carry out necessary rectifications/modifications to achieve the guaranteed performance. In case the CONTRACTOR fails to do so within a reasonable period, the CONTRACTOR shall replace the EQUIPMENT and prove guaranteed performance of the new equipment without any extra cost to PURCHASER.

6.3 If the CONTRACTOR fails to prove the guarantee within a reasonable period, PURCHASER shall have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfil the guarantees and/or to make necessary additions to make up the deficiency at CONTRACTOR's risk and cost. All expenditure incurred by the PURCHASER in this regard shall be to CONTRACTOR's account.

SECTION D

SCOPE OF SUPPLY / SCOPE OF CONTRACT

SCOPE OF SUPPLY / SCOPE OF CONTRACT

The Bidder is expected to supply, install and commission service, maintain and migrate from current servers to new servers as per the technical specifications of the server hardware / system software and peripherals etc. given separately for the PLL, at its Data Center at Dahej, Delhi & Kochi on a comprehensive onsite warranty for 3 years.

The hardware supply for all the sites shall be done by bidder respectively for each location. The bidders may plan their deliveries based on the site readiness.

The specifications of the Hardware is mentioned in Annexure A.

Only manufacturer(s) of HP Make or their sole authorized distributor / agent are eligible to bid. Updated and valid authorization letter from Original Equipment Manufacturer (OEM) in favor of authorized CONTRACTOR / distributor shall be enclosed along with the techno-commercial bid.

Existing servers need to be **buyback** against new servers. Buyback items are mentioned in Annexure B. Vendor need to pick up buyback items from each locations without any additional cost.

All accessories required in installation & upgradation of servers / storage including fiber patch codes, Ethernet patch codes, and other connection cables required for installation & migration should be provided by bidder.

Lodging, Boarding and To & Fro charges for installation and migration activities shall be in the scope of bidder at each site location.

1 STEPS INVOLVED IN THE PROJECT

PLL expected plan of action to handle the project includes

1. For Supply, Installation, Configuration, Implementation and Migration of servers.
2. Manufacturer Warranty for 3 years from successful installation.
3. User Manual or Operation Manuals for supplied Hardware / Software.

2 WARRANTY

The offer must include a minimum comprehensive onsite Manufacturer's warranty of covering computer hardware and peripherals.

Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment accessories etc. covered by the tender. Bidder must warrant all equipment's, accessories, spare parts etc. against any manufacturing defects during the warranty period. During the warranty period bidder shall maintain the systems and repair / replace at the installed site, at no charge to the PLL, all defective components within definite time to not to hamper continuity of the PLL business to minimize downtime.

Warranty should not become void if the PLL buys any other supplemental hardware / software from a third party and installs it with / or within these servers. However, the warranty will not apply to such third party hardware items installed by the PLL.

Detailed reference of warrantee shall be as mentioned in SECTION C – Special Condition of Contract at Clause No.5.

3 MANUALS AND DOCUMENTS

a) The bidder should provide System Administration manuals, User/ Operational manuals and all related manuals which shall be used by PLL.

b) All installation and configuration reports in desired formats, documents, diagrams etc. are to be supplied before commissioning / installation of each equipment being supplied.

4 MIGRATION AND INSTALLATION ACTIVITIES

a) For Dahej Location

Installation and Migration of below servers from Windows 2003 to Windows 2016

- Active Directory.
- Domino Mail Server.
- File & Print Server (Highly available cluster).
- Application Servers i.e. Cosec Matrix, AutoCAD License Server, SAP Router, etc.
- Storage upgradation. (Add-on on existing storage).

b) For Delhi Location

Installation and Migration of below Servers from Windows 2003 to Windows 2016

- Active Directory.
- Domino Mail Server.
- File & Print Server (Highly available cluster).
- Smart Compliance.
- Web Server.
- Lotus Same Time Server.
- Lotus Notes Traveler Server.
- Application Server.
- Storage upgradation. (Add-on on existing storage).

c) For Kochi Location

Fresh Installation of below Servers and OS

- Active Directory.
- File & Print Server (Highly available cluster).
- Application Server.
- Storage installation and configuration
- Rack installation

ANNEXURE A

HARDWARE SPECIFICATION FOR HP SERVER SOLUTION WITH VMWARE FOR 3 LOCATIONS

1. HPE DL380 Gen10 Server - Dahej, Delhi and Kochi
Quantity required – 9 which consists of following items:-

S.N.	PART No	DESCRIPTION	Quantity
1	868703-B21	HPE DL380 Gen10 8SFF CTO Server	1
2	868703-B21	HPE DL380 Gen10 8SFF CTO Server	1
3	826866-L21	HPE DL380 Gen10 6130 Xeon-G FIO Kit	1
4	826866-B21	HPE DL380 Gen10 6130 Xeon-G Kit	1
5	826866-B21	Factory Integrated	1
6	815100-B21	HPE 32GB 2Rx4 PC4-2666V-R Smart Kit	10
7	815100-B21	Factory Integrated	10
8	826708-B21	HPE DL38X Gen10 Universal Media Bay	1
9	826708-B21	Factory Integrated	1
10	872481-B21	HPE 1.8TB SAS 10K SFF SC 512e DS HDD	2
11	872481-B21	Factory Integrated	2
12	726537-B21	HPE 9.5mm SATA DVD-RW Jb Gen9 Kit	1
13	726537-B21	Factory integrated	1
14	P9D94A	HPE SN1100Q 16Gb 2p FC HBA	1
15	P9D94A	Factory Integrated	1
16	817749-B21	HPE Eth 10/25Gb 2P 640FLR-SFP28 Adaptor	1
17	817749-B21	Factory Integrated	1
18	733660-B21	HPE 2U SFF Easy Install Rail Kit	1
19	733660-B21	Factory integrated	1
20	804331-B21	HPE Smart Array P408i-a SR Gen10 Ctrlr	1
21	804331-B21	Factory Integrated	1
22	875241-B21	HPE 96W Smart Storage Battery 145mm Cbl	1
23	875241-B21	Factory Integrated	1
24	865414-B21	HPE 800W FS Plat Ht Plg LH Pwr Sply Kit	2
25	865414-B21	Factory Integrated	2
26	U4554E	HPE Install DL38x(p) SVC	1
27	H8QQ0E	HPE 3Y PC 24x7 DL380 Gen10 SVC	1

2. VMWARE LICENSE
Quantity required – 1 which consists of following items:-

S.N.	PART No	DESCRIPTION	Quantity
1	F6M49A	VMw vSph EssPlus Kit 6P 3yr SW	1

3. EXISTING 3 PAR 7200 UPGRADE FOR Delhi & Dahej

Quantity required – 2 which consists of following items:-

S.N.	PART No	DESCRIPTION	Quantity
1	QR490A	HPE M6710 2.5in 2U SAS Drive Enclosure	1
2	K0F26A	HPE M6710 1.8TB 6G SAS 10K 2.5in HDD	16
3	K0F26A	Factory integrated	16
4	HA114A1	HP Installation and Startup Service	1
5	HA114A1	HPE Startup 3PAR 7000 2U SAS Enclosr SVC	1
6	BC746A	HP 3PAR 7200 OS Suite Drive LTU	16
7	H1K94A3	HPE 3Y Proactive Care CTR Service	1
8	H1K94A3	HPE 3PAR 7200 OS Suite Drive LTU Support	16
9	H1K94A3	HPE 3PAR 7000 Drives over 1TB Support	16
10	H1K94A3	HPE 3PAR 7000 Drive Enclosure Support	1
11	H1SR4AS	HPE TS Support Credits SVC	1
12	H0JD4A3	HPE 3Y TS Support Credits 10 Per Yr SVC	1
13	H0JD4A3	HPE TS Support Credits 10 Per Yr SVC	2
14	HA124A1	HP Technical Installation Startup SVC	1
15	HA124A1	HPE After Hours HW Startup 24x7 CTR SVC	1
16	HA124A1	HPE Startup 3PAR Rebalance Limited SVC	1

4. RACK – 42U 600X1200 MM FOR KOCHI

Quantity required – 1 which consists of following items:-

S.N.	PART No	DESCRIPTION	Quantity
1	P9K09A	HPE 42U 600x1200mm Adv G2 Kit Pllt Rack	1
2	P9Q46A	HPE G2 Basic 7.3kVA/C13 C19 INTL PDU	4
3	Q0Q04A	HPE C13/C14 WW 10A 2m Blk 6pc Lckng PC	4
4	120672-B21	HPE Rack Ballast Kit	1
5	BW928A	HPE 1U Blck Universal 10-pk Filler Panel	5
6	BW932A	HPE 600mm Rack Stabilizer Kit	1
7	U2871E	HPE Install Rack and Rack Options SVC	1

5. MSL2024 FOR KOCHI

Quantity required – 1 which consists of following items:-

S.N.	PART No	DESCRIPTION	Quantity
1	AK379A	HPE MSL2024 0-Drive Tape Library	1
2	HA114A1	HP Installation and Startup Service	1
3	HA114A1	HPE StoreEver MSL 2024_4048 Startup SVC	1
4	N7P36A	HPE MSL LTO-7 FC Drive Upgrade Kit	1
5	HA113A1	HPE Installation Service	1
6	HA113A1	HPE StoreEver Driv PwrSupCrd Install SVC	1
7	C7978A	HPE Ultrium Universal Cleaning Cartridge	1
8	C7977A	HPE LTO-7 Ultrium 15TB RW Data Cartridge	12

9	TC406AAE	HPE StoreEver MSL TapeAssure Adv E-LTU	1
10	H1K92A3	HPE 3Y Proactive Care 24x7 Service	1
11	H1K92A3	HPE MSL2024 Library Support	1
12	H1K92A3	HPE MSL TapeAssure Adv Lic Support	1

6. HP 3 PAR 8200 STORAGE FOR KOCHI

Quantity required – 1 which consists of following items:-

S.N.	PART No	DESCRIPTION	Quantity
1	K2Q36B	HPE 3PAR 8200 2N+SW Storage Field Base	1
2	K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	16
3	K2P94B	Factory integrated	16
4	HA114A1	HP Installation and Startup Service	1
5	HA114A1	HPE Startup 3PAR 8200 2N Fld Int Bas SVC	1
6	K2R29A	HPE 3PAR StoreServ RPS Service Processor	1
7	QW937A	HPE SN3000B 24_12 FC Switch	2
8	QW937A	2.4m Jumper	2
9	QK724A	HPE B-series 16Gb SFP+SW XCVR	24
10	QK724A	Factory integrated	24
11	HA113A1	HPE Installation Service	1
12	HA113A1	HPE LowEnd SAN_Edge Switch_HAFM Inst SVC	2
13	L7F20A	HPE 3PAR All-in Sgl-sys SW Current Media	1
14	H1K92A3	HPE 3Y Proactive Care 24x7 Service	1
15	H1K92A3	HPE B-Series 8_8 and 8_24 Switch Support	2
16	H1K92A3	HPE 3PAR 8200 2N+SW Storage Base Support	1
17	H1K92A3	HPE 3PAR Internal Entitlement Supp	1
18	H1K92A3	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD Supp	16
19	H1K92A3	HPE 3PAR StoreServ RPS Service Proc Supp	1
20	QK734A	HPE Premier Flex LC_LC OM4 2f 5m Cbl	4
21	QK735A	HPE Premier Flex LC_LC OM4 2f 15m Cbl	24
22	HF383A1	HPE Training Credits for Storage SVC	3
23	H1SR4AS	HPE TS Support Credits SVC	1
24	H0JD4A3	HPE 3Y TS Support Credits 10 Per Yr SVC	1
25	H0JD4A3	HPE TS Support Credits 10 Per Yr SVC	2
26	HA124A1	HP Technical Installation Startup SVC	1
27	HA124A1	HPE SAN Startup 24 Ports Limited SVC	1
28	HA124A1	HPE Startup 3PAR 8K All Inc Sngl Sys SVC	1

7. HP DATA PROTECTOR SOFTWARE FOR KOCHI

Quantity required – 1 which consists of following items:-

S.N.	PART No	DESCRIPTION	Quantity
1	B6953AAE	HP Data Prt drive ext UNIX/NAS/SAN E-LTU	1

2	B6961BAE	HP Data Prot Stater Pack Windows E-LTU	1
3	B6965BAE	HP DP On-line Backup for Windows E-LTU	2
4	TB737AAE	HP DP Granular Recovery Extens. SW E-LTU	2
5	HM610A3	HP SW Enterprise Standard 3yr Support	1
6	HM610A3 1QL	HP Software 1QL Supp	2
7	HM610A3 43B	HP Software 43B Supp	1
8	HM610A3 7RG	HP Software 7RG Supp	2
9	HM610A3 7RV	HP Software 7RV Supp	1

8. MISCROSOFT 100 CORE LICENSES

Quantity required – 50 which consists of following items:-

S.N.	PART No	DESCRIPTION	Quantity
1	9EM-00124	WinSvrSTDCore 2016 SNGL OLP 2Lic NL CoreLic	1

9. INSTALLATION, COMMISSIONING AND IMPLEMENTATION AT DELHI, DAHEJ AND KOCHI

Quantity required – 1 LUMPSUM which consists of following items:-

Quantity	DESCRIPTION	
1	Server Installation and Implementations Charges	1

ANNEXURE B

DETAILED LIST OF BUYBACK SERVERS

Details of Existing Windows Server at Dahej Location						
S.N.	Product Model	Product No	Serial no.	Applications	CPU	OS version
1	HPProliant DL 385 G2	407424-371	SGH7112XXP	Active Directory	Dual-CoreAMD Opteron(tm) Processor 2218 2.6GHz x 2	Window server 2003 x64 Standard
2	HPProliant DL 385 G2	407424-371	SGH7112XXT	File Server A	Dual-CoreAMD Opteron(tm) Processor 2218 2.6GHz x 4	Window Server 2003 x64 Ent. Edition
3	HPProliant DL 385 G2	407424-371	SGH7112XXN	File Server B	Dual-CoreAMD Opteron(tm) Processor 2218 2.6GHz x 4	Window Server 2003 x64 Ent. Edition
4	HPProliant DL 385 G2	407424-371	SGH7112XXW	GatePass,VMS	Dual-CoreAMD Opteron(tm) Processor 2218 2.6GHz x 2	Window server 2003 Standard
5	HPProliant DL 385 G2	407424-371	SGH7112XXY	SAP Router and ZEN TDS	Dual-CoreAMD Opteron(tm) Processor 2218 2.6GHz x 2	Window Server 2003 x64 std edition
6	HPProliant DL 380 G5	417458-371	SGH7112XXL	Dominomail server	Intel(R)Xeon(R) CPU 5160 @ 3.00GHz x 4	Window Server 2003 x64 Ent. Edition
7	HPProliant DL 380 G5	417458-371	SGH7112XXM	AutoCAD license server/Matrix Application	Intel(R)Xeon(R) CPU 5160 @ 3.00GHz x 2	Window server 2003 Standard
8	HPProliant DL 380 G5	417458-371	SGH7102PE1	Management server	Intel(R)Xeon(R) CPU 5160 @ 3.00GHz x 2	Window server 2003 Standard

Details of Existing Windows Server at Delhi Location						
S.N.	Product Model	Product No	Serial no	Applications	CPU	OS version
1	HP Proliant DL 385 G2	407424-371	SGH7102PDW	Smart Compliance Server	Dual-CoreAMD Opteron(tm) Processor 2218 2.6GHz x 2	Windows Server 2003 Standard Edition
2	HP Proliant DL 385 G2	407424-371	SGH7102PDY	DELSAPRTR	Dual-CoreAMD Opteron(tm) Processor 2218 2.6GHz x 2	Windows Server 2003 Standard X64 Edition
3	HP Proliant DL 385 G2	407424-371	SGH7102PE2	Web Server	Dual-CoreAMD Opteron(tm) Processor 2218 2.6GHz x 2	Windows Server 2003 Standard Edition
4	HP Proliant DL 385 G2	407424-371	SGH7102PE6	File and Print Server 1	Dual-CoreAMD Opteron(tm) Processor 2218 2.6GHz x 2	Windows Server 2003 Enterprise X64 Edition
5	HP Proliant DL 385 G2	407424-371	SGH7102PE4	File and Print Server 2	Dual-CoreAMD Opteron(tm) Processor 2218 2.6GHz x 2	Windows Server 2003 Enterprise X64 Edition
6	HP Proliant DL 385 G2	407424-371	SGH7102PE0	Active Directory Server	Dual-CoreAMD Opteron(tm) Processor 2218 2.6GHz x 2	Windows Server 2003 Standard X64 Edition
7	HP Proliant DL 380 G5	417458-371	SGH7102PDY	Management Server	Intel(R)Xeon(R) CPU 5160 @ 3.00GHz x 4	Windows Server 2003 Standard X64 Edition
8	HP Proliant DL 380 G5	417458-371	SGH7102PE7	Lotus Domino Server	Intel(R)Xeon(R) CPU 5160 @ 3.00GHz x 4	Windows Server 2003 Enterprise X64 Edition
9	HP Proliant DL 380 G5	417458-371	SGH7102PE3	Traveler Server	Intel(R)Xeon(R) CPU 5160 @ 3.00GHz x 4	Windows Server 2003 Enterprise X64 Edition

10	HP Proliant DL 380 G5	417458-371	SGH7102PE5	ISA Proxy	Intel(R)Xeon(R) CPU 5160 @ 3.00GHz x 4	Windows Server 2003 Standard Edition
11	HP Proliant ML150 G6	486244-001	SGH032XEBX	Antivirus Server	Quad-Core Intel® Xeon® E5500 @ 2.53GHz	Windows Server2008 R2 Standard X64 Edition
12	HP Proliant DL 380e Gen 8	669253-B21	SGH312PJEN	Same time Server I	Intel® Xeon® E5-2440	Windows Server2008 R2 Standard X64 Edition
13	HP Proliant DL 380e Gen 8	669253-B21	SGH312PJEL	Same time Server II	Intel® Xeon® E5-2440	Windows Server2008 R2 Standard X64 Edition

NOTE:

1. **Bidder shall pick up the buyback servers/items from each locations at their own cost and transportation.**
2. **The buyback servers stated above will be provided to bidder without any operating system or any other licenses.**

SECTION E

PACKING, MARKING AND SHIPPING INSTRUCTIONS

PACKING, MARKING AND SHIPPING INSTRUCTIONS

1.0 PACKING

1.1 Packing shall be strong and sturdy such that it can withstand loading/unloading, pushing and crane lifting etc. All packaging shall be done in such a manner so as to reduce volume and weight as much as possible without jeopardizing the safety of the material. All packing materials shall be new and unless otherwise specified, shall be of packer's standard for shipments.

1.2 Fragile articles should have special packing materials depending on type of materials.

1.3 Pipes shall be packed as under:

a) Up to 50 mm NB in Wooden cases/crates
b) Above 50 mm NB and up to 100mm NB in Bundles and the bundles should be strapped at minimum three places
c) Above 100mm NB in loose
Individual cases / bundles must contain the pipes of same size and length. Ends should be capped.

1.4 Pipes/tubes of stainless steel, copper etc., shall be packed in wooden cases irrespective of sizes.

1.5 All soft and delicate surfaces on equipment/material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage.

1.6 All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.

1.7 All packages requiring handling by crane should have sufficient space at appropriate place to put sling of suitable dia (strength). Irons/steels angle should be provided at the place where sling markings are made to avoid damage to package/equipment while lifting.

1.8 All threaded fittings and pipes should be greased and provided with plastic caps.

1.9 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and sent along with main equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.

1.10 All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.

1.11 Wherever required equipment/materials shall be packed in polythene bags and silica gel or similar dehydrating compound shall be put inside the bags to protect them.

1.12 Detailed case wise packing list in water proof envelope shall be inserted in each package together with equipment/material. One copy of 'Detailed Packing List' shall be fastened outside of the package in water proof envelope and covered by metal cover. In case of bigger dia pipes and large equipment's, documents contained in the envelope shall be fastened inside a shell connection with an identifying arrow sign 'Documents" applied with indelible paint.

2.0 MARKING

2.1 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:

Purchaser: Petronet LNG Ltd.

Destination: Dahej

Purchase Order No .....

Net Wt. .....Kgs. ..... Gross Wt. ..... Kgs

Dimensions .....X..... X..... CM

Package No. (S. No. of total packages) .....

CONTRACTOR's Name .....

2.2 Letters, figures, marks etc., used for marking shall be stencil printed. Handwriting should be avoided as far as possible. Size of letters shall be optimum for each package dimension.

2.3 In case of bundles or other packages wherever marking can not be stencilled the same shall be embossed on metal or similar tag and wired securely at minimum two convenient points and both ends shall be suitably protected/covered. In case of loose pipes sticker of above markings should be pasted on inner wall corner of each pipe on both sides.

3.0 SHIPMENT

3.1 Dispatch of materials shall be made in accordance with the relevant terms of the purchase order. Any change in mode of transport shall be restored to only after prior approval in writing. CONTRACTOR shall ensure dispatch of equipment/materials immediately after they are inspected and released. All consignments shall be booked in the name of Purchaser and not under self-basis.

3.2 Shipment by Road

a) The CONTRACTOR shall be responsible for dispatch of materials on DOOR-DELIVERY basis through a reliable bank-approved transport company unless otherwise the transport company is named by PURCHASER.

b) The CONTRACTOR ensure with Transport Company the delivery of materials within a responsible transit period. SGELLER shall also obtain from Transporter's particulars of Lorry number, Transporter's challan number, destination of Lorry (if transshipment is involved), Transporter's Agent at destination, if any etc. and intimate the same Purchaser.

All materials must be dispatched through PURCHASER'S nominated transporters, list of which may be obtained from the PURCHASER prior to dispatch.

3.3 Shipment by AIR

Wherever CONTRACTOR is instructed by PURCHASER to air-freight any material, the CONTRACTOR shall take prompt action for the same. Immediately after air shipment is effected, the CONTRACTOR shall intimate by E-mail, the details of airway bill number and date, flight number, number of packages etc. to the Purchaser.

3.4 Destination

The consignments should be dispatched as indicated in bid document/purchase Order.

4.0 SHIPPING DOCUMENTATION

4.1 All documents shall be in English Language.

4.2 Advance Information

Immediately after a shipment is made, CONTRACTOR shall send advance information as to the particulars of materials, values, purchase order number, date of dispatch, railway receipt number, wagon number/goods consignment note number, truck number, name of transport company and their destination office/associate's address etc./Airway bill number and flight details by way of E-mail to Purchaser.

4.3 Transmission of Dispatch Documents

CONTRACTOR shall, within 48 hours of the dispatch of the material depending upon the payment terms of the purchase order, shall forward the consignment note/Airway bill/E-way bill to the purchaser at project sit accompanied by the original Invoices, packing lists and delivery challan.

5.0 SHIPPING INFORMATION

Consignee:

Destination:

Purchaser's Bankers:

Paying Authority:

5.0 Transit Risk Insurance

All equipment / materials will be insured for transit risk by PURCHASER unless otherwise specified. The insurance cover will be provided from warehouse-to-warehouse.

SECTION F

APPENDICES

APPENDIX A

LIST OF DOCUMENTS TO BE INCLUDED IN THE TECHNO-COMMERCIAL BID

The Bidder shall enclose in its Techno-Commercial Bid the following information and documents:-

1. Covering letter for submitting the Techno-Commercial Bid in **Form 2**
2. Set of Bidding Documents duly signed as per Clause 11 of ITB.
3. Bidder's General information in **Form-3**
4. Power of Attorney in **Form 4**
5. Bid Form in **Form 5**
6. Check List for Technical Requirements in **Form 6**
7. Brief Summary of Agreed Terms and Conditions in **Form 7**
8. Exceptions and Deviations, if any, as per **Form 8**
9. Bidder's Technical and Financial Experience in **Form 9**
10. Declaration of no liquidation and court receivership in **Form 11**
11. Bid Security / Earnest Money Deposit EMD Form for Bank Guarantee in **Form-14**
12. Format for giving consent and banking details in **Form 15**
13. Copy of GST Registration and PAN number
14. Detailed client list.
15. Details of experience & past performance of the bidder on works/jobs done of similar nature in support of the experience. A copy of Work order or completion certificate shall be attached.
16. The Bidder shall submit Balance Sheet, Profit & Loss Account and ITR copies for last 3 financial years duly certified by statutory auditor of the company. Bidder whose accounts are not audited by auditors as per law / jurisdiction, certification from a Chartered Accountant of the bidder to be submitted for the said requirement (**Form 9 (b)**).
17. Blanked out Price Schedule - A copy of **Form 18** with prices and other figures "blanked out" and marked as "XXX", wherever prices and other figures have been filled against a row and/or column in the Price Bid.

APPENDIX B

LIST OF DOCUMENTS TO BE INCLUDED IN THE PRICE BID

The Bidder shall enclose in its Price Bid the following information and documents:

1. Covering letter in **Form 10** for submitting the Price Bid.
2. **Bid Price** - The Bidder shall quote its Bid Price and the detailed break up in the format prescribed for the Price Schedule/Schedule of Rates (**Form-18**) of the Bidding Document.

SECTION G

FORMS AND FORMATS

FORM 1

ACKNOWLEDGEMENT CUM CONSENT LETTER

(Within 7 days of receipt of bidding document, Bidder shall acknowledge the receipt and confirm their intention to Bid against this tender through e-mail materials@petronetlng.com or by post with duly filled-up this Format. In case of no reply or No Offer, It will be considered that bidder is not interested and No Further Tender will be issued in future)

To,
PETRONET LNG LTD.,
Plot No. 7/A, GIDC Industrial Estate
Dahej, Taluka vagra, Distt. Bharuch - 392 130, Gujarat, India

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding document along with enclosures for subject item/work.

We undertake that the contents of the above bidding document shall be kept confidential and further that the drawings, specifications and documents shall not be transferred and that the said documents are to be used only for the purpose for which they are intended.

A) We intend to bid as requested for the subject item/work and furnish following details with respect to our quoting office:

(i) Postal Address :

(ii) Telephone Number :
(iv) Contact Person :
(v) E-mail Address :
(vi) Website :

B) Details of Contact person
(i) Postal Address :

(ii) Telephone :
(iii) Fax Number :
(iv) Contact Person :
(v) E-mail Address :
(vi) Mobile No.- :

C) We are unable to bid for the reasons given below and we are returning back the entire set of bidding Documents. (Please tick)

The item/service does not fall in our product/servicing range	
We do not meet BEC (Bid Evaluation Criteria) as specified in tender	
We cannot meet the technical specifications as specified in tender	
There is an order overbooking	
We need some more time for submission of offer and hence request for extension of bid submission date	

Any other reason (please specify)

Bidder's Name : ..... Signature : .....
Date : ..... Name : .....
Seal/Stamp : ..... Designation :

FORM 2

COVERING LETTER FOR SUBMITTING TECHNO-COMMERCIAL BID

(On the letter-head of the Bidder)

To,
Petronet LNG Ltd.,
GIDC Industrial Estate, Plot No. 7/A,
DAHEJ, Ta. : Vagra, Dist.: Bharuch,
Gujarat – 392 001
Tel: 02641- 300231

Subject	**Supply and Upgradation of Server and Storage at Various Locations of Petronet LNG Ltd.**

Bidding Document No. : PLL/DHJ/BIS/7025/2018

Sir,

We _____ (insert name of the Bidder) (the "Bidder") hereby submit one (1) original, two (2) copies and one (1) electronic soft copy in CD/DVD of our Techno-Commercial Bid.

We confirm that we have examined in detail and have understood and satisfied ourselves regarding the contents of the Bidding Document. We also confirm that we are agreeable and responsible for the entire contents of our Bid. We shall be solely responsible for any errors or omissions in our Bid.

We confirm that all the terms and conditions of the Techno-Commercial Bid shall be valid for a period of _____ days {*Bidder to insert period of Bid validity but being at least 90 days*} from _____ (*Bidder to insert the last date prescribed for submission of the Bid*).

The Bid Security, which is being furnished, shall remain valid and be in full force and effect for at least 60 days beyond the bid validity. We undertake that in the event we are intimated as the selected Bidder we shall extend the period of Bid Security until execution of the Contract and furnishing of the Performance Bank Guarantee.

Sincerely,

For and on behalf of [_____]

,Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

FORM 3

BIDDER'S GENERAL INFORMATION

To,
Petronet LNG Ltd.,
GIDC Industrial Estate, Plot No. 7/A,
DAHEJ, Ta. : Vagra, Dist.: Bharuch,
Gujarat – 392 001
Tel: 02641- 300231

1. **Name of Bidder/ Firm** _____
2. **Status of Firm** **Proprietorship / Partnership Firm [Mark Tick]**
3. **Number of Years in Operation** _____
4. **Registered Address** _____
5. **Operational Address [if different from above]** _____
6. **Telephone Number (Mobile / Landline)** _____
7. **E-mail ID & Website** _____
8. **Tele-fax Number** _____
9. **ISO Certification [if any]** _____
10. **PAN Number** _____
11. **TIN Number** _____
12. **GST Reg. Number** _____

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

FORM 4

POWER OF ATTORNEY

(To be given on 100 rupees non judicial stamp paper)

KNOW ALL PERSONS BY THESE PRESENTS THAT BY THIS POWER OF ATTORNEY, M/s _____ having its registered office at _____ (hereinafter referred to as the "Bidder") does hereby constitute, nominate and appoint Mr./Ms. _____ working as _____ with _____ and having his/her office at _____ and Mr./Ms.* _____ working as _____ with _____ and having his/her office at _____ (each of them hereinafter referred to as the "Attorney") as our true and lawful attorney to do any or all of the following actions, deeds, matters and things and to exercise all or any of the following powers and authorities hereby conferred in respect of participation by the Bidder in competitive bidding process conducted by Petronet LNG Limited (having its registered office at 1st Floor, World Trade Centre, Babar Road, Barakhamba Lane, New Delhi – 110 001) having one of its work centres at 7/A GIDC Industrial Estate, Taluka Vagra, Dist. Bharuch, Dahej, Gujarat – 392130 for the award of tender for _____<title of tender>_____ at PLL Dahej LNG Terminal (the "Services"):

1. To register, inscribe and record this Power of Attorney in the proper offices or registries in India and to have the power to do such acts as may be necessary for inscribing and legalising this Power of Attorney in accordance with the laws of India.

2. To sign, execute, deliver, modify and withdraw communications, papers, reports, submissions, instruments or Contracts including the Techno-commercial Bid, Price Bid and any other documents as may be required in the ordinary course to participate in the competitive bidding process and for award of tender for the Services including power to enter into Contracts and to vary and rescind them.

3. To institute, defend, prosecute, conduct, compound and abandon and to compromise legal, arbitration and other proceedings by or against the Bidder or in which the Bidder may be concerned or interested.

4. To respond to all queries of Petronet LNG Limited and provide all relevant information to Petronet LNG Limited in relation to participation in the competitive bidding process and for award of tender for the Services.

5. To receive, accept and acknowledge communications, papers, reports, instruments, and any other documents from Petronet LNG Limited in relation to the participation in the competitive bidding process and for award of tender for the Services.

6. To act, appear, interact, co-ordinate, negotiate with Petronet LNG Limited in relation to the participation in the competitive bidding process and for award of tender for the Services including in respect of any queries, information, documents and Contracts in connection therewith.

7. Generally to do all such other lawful acts and things in compliance with the laws and regulations of India, as the Attorney shall think advisable in relation to participation in the competitive bidding process and for award of the tender for the Services.

AND THE BIDDER HEREBY DECLARES that all and every acts, deeds, matters and things and exercise of power and authority which shall be signed, delivered, executed, made or done by the Attorney for the aforesaid purpose, shall be as good, valid and effectual to all intents and purposes whatsoever as

if the same has been signed, delivered, executed, made or done by the Bidder itself and the Bidder shall be liable for the same;

AND THE BIDDER HEREBY UNDERTAKES to ratify and confirm whatsoever the Attorney shall lawfully do or cause to be done by virtue of these presents. This Power of Attorney revokes and supersedes any previous power of attorney and shall remain in full force and effect until revoked in writing with prior written notice of atleast five (5) days being issued to Petronet LNG Limited;

IN WITNESS WHEREOF, the signatures of the authorised representatives of the Bidder and the Attorney have been hereunto affixed on this….. Day of ……. 2018.

For: M/s _____

By: _____

Mr./Ms. _____

Designation _____

Accepted: _____

Mr./Ms. _____

Designation

Company

Mr./Ms. _____

Designation

Company

Witnesses:

1.

2.

Note:

1. The Power of Attorney to be submitted by the Bidder should be a legally enforceable document in India.

2. The Bidder should also ensure that the Power of Attorney is suitably attested, notarised (if required).

* - It is optional for the Bidder to have one or two persons as persons authorised under this power.

FORM 5

BID FORM

To,
Petronet LNG Ltd.,
GIDC Industrial Estate, Plot No. 7/A,
DAHEJ, Ta. : Vagra, Dist.: Bharuch,
Gujarat – 392 001
Tel: 02641- 300231
Dear Sir,

After examining/reviewing the Bidding Documents for ----------including technical specifications, drawings, General and Special Purchase Conditions and schedule of rates etc. the receipt of which is hereby duly acknowledged, we, the undersigned, pleased to offer to execute the whole of the Job of ..... , the said Bid Documents, including Addenda Nos. _____.

We confirm that this bid is valid for a period of Three (3) months from the date of opening of Techno-Commercial Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

If our bid is accepted, we will provide the performance guarantee equal to 10% (ten per cent) of the Contract Price, for the due performance with in fifteen days of such award.

Until a final Purchase Order/Agreement is prepared, the bid together with your written acceptance thereof in your notification of award shall constitute a binding Agreement between us.

We understand that Bid Document is not exhaustive and any action and activity not mentioned in Bid Documents but may be inferred to be included to meet the intend of the Bid Documents shall be deemed to be mentioned in Bid Documents unless otherwise specifically excluded and we confirm to perform for fulfillment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

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

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

FORM 6

CHECK LIST

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the Bidder to make sure that the necessary data/information as called for in the Bid Document has been submitted by them along with their offer. This, however, does not relieve the Bidder of his responsibilities to make sure that his offer is otherwise complete in all respects.

Please ensure compliance and tick (-√) against following points:

S. No.	Description	Status
1.	Confirm that the following details have been submitted in the Un-priced part: 1. Covering Letter, Letter of Submission 2. Power of Attorney in the name of person signing the bid 3. Bidder's declaration that they are not under any liquidation, court receivership or similar proceedings. 4. Confirmation from the Bidder that the bidder has not been put on Holiday by PLL or black listed by any government department/ public sector. 5. EMD as per Bid document is submitted. 6. Format Form 7: Agreed Terms & Conditions duly filled in is submitted.	
2.	Bidder should have an OEM or OEM authorized system integrator. Bidder must submit latest valid authorization letter along with technical bid.	
3.	OEM should have technical support centre in India and must stock spares of supplied hardware item in India. (Details of office to be provided)	
4.	Confirm that all forms enclosed with the bid are duly signed by authorized person(s)	
5.	Confirm that the price bid has been duly filled in for each item, signed on each page separately	
6.	Confirm that proper page nos. have been given in sequential way in all the documents submitted along with your bid with Index.	
7.	Confirm that any correction in the Un-priced part has been initialed and stamped by the authorized person	
8.	Confirm that prices in requisite formats strictly complying with the requirements have been submitted in priced bid.	
9.	Confirm that copies of documents establishing the bidder's eligibility are enclosed.	
10.	Other requirements as per Bid Document	

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

FORM 7

BRIEF SUMMARY OF AGREED TERMS & CONDITIONS BID

DOCUMENT NO.
Bidder M/s..... Offer Ref.....

This Questionnaire duly filled in should be returned along with Un-priced Bid. Clauses confirmed here under should not be repeated in the Bid.

SI No.	Description	Bidder's Confirmation in (YES/NO) or details as applicable
1.	Confirm Bid has been submitted as per Instructions to Bidders in bid document	Confirmed
2.	Offer Number & Date	
3.	Confirmation towards submission of EMD of requisite value & its details. EMD No. & Date Value & validity Name & address of Bank issuing EMD	
4.	Confirmation towards submission of duly filled and signed copy of complete tender documents consisting of following in token of unconditional acceptance to the same: Instruction to Bidder (ITB) General Condition of Contract (GCC) Special Conditions of Contract (SCC) Scope of supply (SOS) Blank Schedule of Rates (SOR)	
5.	Confirmed that the document submitted are true and genuine and in case of any discrepancy noticed or observed at any stage, Bidder shall be personally responsible not only for the damages or loss to PLL, but also for criminal proceedings under the relevant laws.	Agreed
6.	Confirmed that the contents of the Tender Document have not been modified or altered. In case, it is found that the tender document has been modified/ altered by the bidder, the bid submitted by us shall be liable for rejection.	Agreed
7.	Submitted copies of partnership deeds (in case of partnership firm) / Memorandum and Articles of Association / certificate of Incorporation in case of limited company / Certificate or affidavit towards proprietorship Firm.	Submitted
8.	Confirmed that Power of Attorney is as per bid document (Form 4)	Submitted
9.	Provide PAN number.	
10.	a. Provide GST Registration Number. b. Indicate applicable rate of GST including Cess thereon. (Both in words & figure)	

	c. Whether liable to pay GST as service provider. d. Whether liable to pay part of GST as service provider. If, yes, then specify percentage e. Confirmed the status of bidder in respect of corporate & non corporate Bid evaluation will be done based on rate of GST applicable for corporate.	YES/NO YES/NO .....% Corporate / Non corporate Not applicable
11.	Confirmation of compliance to tender terms and condition specifically mentioned under ITB as follows: a. Firm Price till execution of the order b. Bid Price as per clause 12 of ITB. c. Compliance of Bid evaluation criteria (clause no.14 of ITB) d. EMD e. Scope of Supply / Scope of Contract f. Price Schedule / Schedule of Rates g. Contract Period / Completion Schedule. h. Period of Validity of BID. i. Submission of bid in mode as per clause 22 of ITB. j. Price Reduction Schedule / Penalty for non-performance k. Force Majeure l. Applicable Laws m. Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of the bid	Acceptable un-conditionally
12.	Confirm that you have not been banned or de-listed or Blacklisted or put on Holiday list by any Government or Quasi-Government agencies or Public Sector Undertakings/or by PLL. If you have been banned or de-listed by any of above, please mention details of the same.	
13.	Confirm that bidder is not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy. If same is noticed/ found in future, the Bid submitted may be rejected / terminated at any stage.	

Note: Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered over-riding and final and any other deviation indicated elsewhere shall be treated as redundant.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

FORM 8

EXCEPTION / DEVIATION PROFORMA

PLL expects the Bidders to fully accept the terms and conditions of the Bidding Documents. However, should the Bidder experience some exception and deviations to the terms and conditions of bidding documents, the same should be indicated here and put in the Techno-Commercial bid. Price effect for withdrawal of such exception(s) are to be indicated in the Priced Bids only. If the proforma is left blank, then it would be presumed that Bidder has not taken any exceptions/deviations to the terms and conditions of the Bidding Documents.

Clause No. of Bidding Document	Full compliance / not agreed	Exceptions / deviations taken by the Bidder	Confirmation if price effect for withdrawal of this exception specified in the priced bid.	REMARKS

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

FORM 9

PART-A

BIDDER'S EXPERIENCE

Sl. No.	Experience in similar jobs	Company Name	Contract / Order Number & Year	Value in INR	Copy of Contract / Order /Completion Certificate Attached [Yes/No]	Attachment Reference No.
1						
2						
3						

Note: Bidder to essentially provide the relevant documents such as copy of work order/PO/completion certificate in support of meeting the eligibility criteria stated in clause no. 14 of ITB.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

FORM 9

Part B

FORMAT FOR STATUTORY AUDITOR'S / CHARTERED ACCOUNTANT* CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

(For Supply of Goods/ Works/ Services)

Bidder's name: Date:

We have verified the Annual Accounts and other relevant records of M/s..... (Name of the Bidder) and certify the following

A. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1: 2017-18	
Year 2: 2016-17	
Year 3: 2015-16	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

Description	Year 2017-2018
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	
4. Net Worth (Paid up share capital and Free Reserves & Surplus)	

Note:

In respect of Part-B, submission of audited & duly notarized Balance sheet and Profit and loss account for the FY 2017-18 is must.

Instructions:

1. The financial year would be the same as one normally followed by the Bidder for its Annual Report.
2. The Bidder shall provide the audited annual financial statements as required for this Bidding Document. Failure to do so would result in the Bid being considered as non-responsive.
3. For the purpose of this Bidding Document, (i) Annual Turnover shall be "Sale value/ Operating Income" (ii) Working Capital shall be "Current Assets less Current liabilities" and (iii) Net Worth shall be "Paid up share capital and Free Reserves & Surplus"
4. Bidder whose accounts are not audited by auditors as per law/jurisdiction, certification from a Chartered Accountant to be submitted.

Name of Audit firm:
Chartered Accountant
Date:
Seal:

[Signature of Authorized Signatory]
Name:
Designation:
Membership no.

FORM 10

COVERING LETTER FOR SUBMITTING PRICE BID

(On the letter-head of the Bidder)

To,
Petronet LNG Ltd.,
GIDC Industrial Estate, Plot No. 7/A,
DAHEJ, Ta. : Vagra, Dist.: Bharuch,
Gujarat – 392 001
Tel: 02641- 300231

Subject	**Supply and Upgradation of Server and Storage at various locations of Petronet LNG Ltd.**

Tender No. : PLL/DHJ/BIS/7025/2018

Sir,

We _____ (*insert name of the Bidder*) (the "Bidder") hereby submit one original copy of our Price Bid.

Our Bid is in the format prescribed for the Price Schedule / Schedule of Rates (SOR) (**Form-18** of the Bidding Document). The Price Schedule (enclosed herewith in a separate sealed envelope) contains only the price (both in figure and in words) and contains no other information whatsoever.

We confirm that our Bid shall remain valid for a period of ___ days (*Bidder to insert period of Bid validity but being at least 90 days)* from _____ (*insert the last date prescribed for submission of this Bid*).

Sincerely,

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

FORM 11

DECLARATION

(On the letter-head of the Bidder)

To,
Petronet LNG Ltd.,
GIDC Industrial Estate, Plot No. 7/A,
DAHEJ, Ta. : Vagra, Dist.: Bharuch,
Gujarat – 392 001
Tel: 02641- 300231

Dear Sir

We hereby confirm that we are not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy.

We further confirm that, we have not been blacklisted or kept under holiday by any Public Sector Undertaking / Government Organization / PLL.

We agree that if any noticed in future, our Bid may be rejected / terminated.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

FORM-12

PERFORMANCE BANK GUARANTEE

(In case of Successful Bidder)
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

To,
Petronet LNG Limited
7/A GIDC Industrial Estate,
Taluka Vagra, Dist: Bharuch,
Dahej, Gujarat – 392130

Subject: Bank Guarantee No. _____ dated

WHEREAS, _____(Contractor Name) a company incorporated under _____ (Act) having its registered office at _____(hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) has been issued _____ (LOA/order No.), by M/s Petronet LNG Limited having its registered office at 1st Floor, World Trade Centre, Babar Road, Barakhamba Lane, New Delhi - 110 001 having one of its work centers at 7/A GIDC Industrial Estate, Taluka Vagra, Dist. Bharuch, Dahej, Gujarat – 392130 (hereinafter referred to as the "Owner" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) for carrying out _____ (subject), for Owner, and further the parties shall enter into an agreement to execute the scope of work under this LOA/order (such agreement shall hereinafter be referred as "Contract").

WHEREAS as per _____ (LOA/Order No.) the Contractor is obliged to furnish to the Owner an irrevocable, unconditional, first demand bank guarantee issued by specified financial institutions acceptable to the Owner, as mentioned in the said LOA/Order No. for the due performance by the Contractor of the Contract.

AND WHEREAS the Bank (as defined herein below) has affirmed that it is one of the scheduled bank and at the request of the Contractor and for sufficient consideration, the Bank has agreed to issue this performance bank guarantee in favor of the Owner.
AND WHEREAS _____ (Bank Name) having its registered office at _____ and a branch office at _____ (insert name of city in India) India, hereinafter referred to as the "Bank" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors), being a scheduled bank in India and acceptable to the Owner, has at the request of the Contractor agreed to issue this performance bank guarantee in favour of the Owner.
NOW THEREFORE, the Bank hereby undertakes the pecuniary responsibility of the Contractor to the Owner for the due performance of the Contract and for the payment of any money by the Contractor to the Owner and hereby issues in favor of the Owner this irrevocable and unconditional performance and payment bank guarantee (hereinafter referred to as the "Guarantee") on behalf of the Contractor in the amount of Indian Rupees _____ (amount mentioned as per LOA/Order).
The Bank for the purpose hereof unconditionally and irrevocably undertakes to pay to the Owner without any demur, reservation, cavil, protest or recourse; immediately on receipt of first written demand from the Owner, any sum or sums (by way of one or more claims) not exceeding in the aggregate the amount of Indian Rupees_____(insert an amount) without the Owner needing to prove or to show to the Bank grounds or reasons for such demand for the sum specified therein and notwithstanding any dispute or difference between the Owner and the Contractor in respect of the performance of the Contract or moneys payable by Contractor to the Owner or any matter whatsoever related thereto.

The Bank acknowledges that any such demand by the Owner of the amounts payable by the Bank to the Owner shall be final, binding and conclusive evidence in respect of the amounts payable by the Contractor to the Owner.

The Bank hereby waives the necessity for the Owner from demanding the aforesaid amount or any part thereof from the Contractor and also waives any right that the Bank may have of first requiring the Owner to pursue its legal remedies against the Contractor, before presenting any written demand to the Bank for payment under this Guarantee.

The Bank further unconditionally agrees with the Owner that the Owner shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time, to:

(i) vary and/or modify any of the terms and conditions of the LOA/Order,

(ii) extend and/or postpone time for performance of the obligations of the Contractor under the LOA/Order, or

(iii) forbear or enforce any of the rights exercisable by the Owner against the Contractor under the terms and conditions of the Contract

and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Owner or any indulgence by the Owner to the Contractor or other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.

The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank's obligations shall not be reduced by any failure by Owner to timely pay or perform any of its obligations under the Contract.

Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, levies, imposts, duties, charges, fees, commissions, deductions or withholdings of any nature whatsoever and by whomever imposed; and where any withholding on a payment is required by law, the Bank shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that Owner receives the full amount due hereunder as if no such withholding had occurred.

This Guarantee shall be a continuing bank guarantee and shall not be discharged by the change in constitution of any member of the Contractor and the Guarantee shall not be affected or discharged by the liquidation, winding up, bankruptcy, re organization, dissolution or insolvency of any member of the Contractor or any other circumstances whatsoever.

This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by the Owner to secure the performance of the obligations of the Contractor under the Contract.

The Bank agrees that the Owner at its option shall be entitled to enforce this Guarantee against the surety, as a principal debtor in the first instance without proceeding at the first instance against the Contractor.

Without prejudice to any continuing liability to perform obligations under this Guarantee which have arisen prior thereto, the Bank shall be released from any further obligations arising hereunder after_____ (validity of the guarantee may be extended to cover the defect liability period)

The Owner may assign this Guarantee to any person and in such case the Owner shall inform the Bank in writing. This Guarantee shall not be assigned or transferred by the Bank.

This Guarantee is subject to the laws of India. Any suit, action, or other proceeding arising out of this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of courts of New Delhi, India.

The Bank has the power to issue this Guarantee in favor of the Owner. The aggregate liability of the Bank under this Guarantee shall not under any circumstance exceed Indian Rupees_____ (insert an amount) Capitalized terms not otherwise defined herein shall have their respective meanings given such terms set forth in the Contract.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this_____ day of _____

_____
(Signature)

Name

_____
Designation with Stamp
Duly authorized representative
Vide power of attorney No. ____
Dated _____

Witness

_____

(On stamp paper of requisite value)

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

1. Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable in State of Gujarat. The non-judicial stamp paper should be in name of the issuing bank.
2. The expiry date should be arrived at by adding 90 days to the Contract completion date plus warrantee/guarantee/defect liability period as specified in the bidding documents.
3. The Bank Guarantee will be given from Nationalized/Scheduled Banks only.

FORM 13

FORM FOR QUERIES
(On the letter-head of the Interested Party)
(This form is to be used for all queries sought before submission of Bid)

Original or Copy No:

Date: _____

To,
Petronet LNG Ltd.,
GIDC Industrial Estate, Plot No. 7/A,
DAHEJ, Ta. : Vagra, Dist.: Bharuch,
Gujarat – 392 001
Tel: 02641- 300231

Subject	**Supply and Upgradation of Server and Storage at various locations of Petronet LNG Ltd.**

Tender No. : PLL/DHJ/BIS/7025/2018

The capitalized terms used but not defined herein shall have the meaning ascribed to them in the Bidding Document.

Interested Party's Name		Date of Issue	
Type of Query Technical / Commercial / Legal			
Reference to Bidding Document			
Part No	Section No	Clause No	Page No
Query			
Reasons for Query			
Impact on Bid Price [Yes / No]			

For and on behalf of [___], [*Name of Interested Party to be stated*]]

Authorised Signatory

Name:

***Bidder to note that all Queries should be necessarily to be submitted with proper Sr. No. and soft copy (native file) should also be submitted along with the hard copy.**

FORM 14

BID SECURITY / EARNEST MONEY DEPOSIT
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

To,

Petronet LNG Ltd.,
GIDC Industrial Estate, Plot No. 7/A,
DAHEJ, Ta. : Vagra, Dist.: Bharuch,
Gujarat – 392 001
Tel: 02641- 300231

Dear Sirs,

In consideration of Petronet LNG Ltd. (hereinafter called "the Company") having agreed to exempt M/s _____ hereinafter called "the said Bidder(s)" from payment of Earnest Money Deposit against Bid No. _____ dated _____ issued by the Company on production of Bank Guarantee for Rs. _____ (Rupees _____ only). We _____ Bank do hereby undertake to indemnify and keep indemnified the Company to the extent of Rs _____ against any loss or damage caused to or suffered by the Company by reason of any breach by the said Contractor (s) of any of the terms and conditions in the Bid Notice/ Documents.

We, _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for finalization of the said Bid and that it shall continue to be enforceable till the Bid is finally decided and order placed on the successful Bidder.

We, _____ Bank, further agree that the Company shall be the sole judge of and as to whether the said Bidder(s) has committed any breach or breaches of any terms and conditions of the Bid/ or the Contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company on account thereof to the extent of the Earnest money required to be deposited by the Bidder(s) in respect of the said Bid or the Contract and the decision of the Company that the said Bidder(s) has committed such breach or breaches and as to the amount or amounts of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company from time to time shall be final and binding on us.

Notwithstanding anything contained in forgoing, our liability under this guarantee is restricted to Rs _____. The Guarantee shall remain in force till _____ (i.e. minimum five months from the date of submission of bid). Unless a claim under this Guarantee is made within six months from the date herein before mentioned the Company shall have no rights under these presents. We _____ Bank lastly undertake not to revoke this Guarantee during the Currency except with previous consent of the Company in writing.

Dated the _____ day of _____ 20___

For _____ Bank

FORM-15

FORMAT FOR GIVING CONSENT AND BANK DETAILS
(On the letter-head of the Interested Party)

To,
Petronet LNG Ltd.,
GIDC Industrial Estate, Plot No. 7/A,
DAHEJ, Taluka: Vagra, Dist.: Bharuch,
Gujarat – 392 001
Tel: 02641- 300231

Dear Sir,
With reference to your advice, we hereby agree to accept the payment of our invoices through "RTGS/NEFT/Electronic Mode".
The desired bank account details are given below:

1.	Vendor Code allotted by PLL in SAP (if any)	
2.	Name of Beneficiary (i.e. PLL Vendor)	
3.	Name of the Beneficiary's Bank	
4.	Address of the Beneficiary's Bank Branch	
5.	Contact details of Branch with STD Code	
6.	Beneficiary's Bank Account No. (as per cheque copy)	
7.	Beneficiary's Bank Account Type (SB/CC/CA)	
8.	Beneficiary's Bank Branch IFSC Code (11 Digit)	
9.	Mobile No. of Beneficiary (One Number only)	
10.	E-mail Id of Beneficiary (One Mail Id only)	

A blank cancelled cheque leaf relating to the above bank account is enclosed for verifying the accuracy of the bank account details.
I hereby declare that the particulars given above are correct and complete. I agree to receive transactional SMS/E- Mail Alerts from PLL with regard to my invoice payments.

(Signature of Account Holder)
Seal of the Vendor

Encl: Cancelled Cheque

**** We hereby confirm that the above bank account details of beneficiary are correct in all respects and the account of Beneficiary (PLL Vendor) is maintained at our Branch. (Name of Bank & Branch)

Authorised Signatory

****Verification required only in case vendors name is not printed/appearing on the cancelled cheque leaf being submitted to PLL Office.
Encl: As above.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

FORM-16

INDEMNITY BOND

WHEREAS Petronet LNG Limited (hereinafter referred to as PLL) which expression shall, unless repugnant to the context include their legal representatives, successors and assigns, having their registered Office at World Trade Centre, 1st Floor, Babar Road, Barakhamba Lane, New Delhi- 110 001, India and one of its work center at GIDC Industrial Estate, Plot No: 7/A, Dahej, Taluka: Vagra, Distt: Bharuch, Gujarat-392130, has entered into a Contract with M/s..... (Hereinafter referred to as the ("Contractor") which expression shall unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office at.....and local office at .....for Rs.....for ..... in PLL, Dahej and on the terms and conditions as set out, inter-alia in the Work Order NO.....Dated..... and various documents forming part thereof hereinafter collectively referred to as the "Contract" which expression shall include all amendments, modifications and /or variations thereto.

PLL has also advised the Contractor to execute an Indemnity Bond in favor of PLL indemnifying it from all

consequences which may arise out of any case filed by any workers/ Labors/ contractors/ sub-contractors/partner etc. who may have been engaged by the Contractor directly or indirectly with or without consent of PLL for above works, which may be pending before any court of law including Quasi-Judicial Authority, Competent Authority, Labor Court, Arbitrator, Tribunal etc.

Now, therefore, in consideration of the promises a foresaid; the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified PLL from any loss, which may arise out of any such contract/case. The Contractor undertake to compensate to PLL forthwith, on demand, without protest the loss suffered by PLL together direct/indirect expenses.

And the Contractor *hereby agrees with* PLL *that:*

(i) This Indemnity Bond shall remain valid and irrevocable for all claims of PLL arising from any such contract/ case for which PLL has been made partly until now or here-in-after.

(ii) This Indemnity Bond shall not be discharged/ revoked by any change/ modification/ amendment/ deletion in the constitution of the firm/ contractor or any conditions thereof including insolvency etc. of the Contractor but shall be in all respects and for all purposes binding and operative until any claims for payment are settled by the Contractor.

The under signed has full power to execute this Indemnity Bond *on behalf of the* Contractor *and the same stands valid.*

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

Note: This Indemnity Bond shall be provided by successful bidder only after receipt of LOA or Order whichever is earlier. So kindly provide this document as blank as it is with duly signed and stamped as acceptance of this condition.

FORM 17

DETAIL INFORMATION FOR GENERATION OF E-WAY BILL

PO No. :_____

SN	DESCRIPTION	DETAILS
1	Nos. of Road permit Required	
2	GST No. of CONTRACTOR	
3	Name of Commodity	
4	Weight of the consignment	
5	Unit of Measurement	
6	Value of Consignment Rs. ____(in Figures)	
7	Value of Consignment Rs. ____(in words)	
8	Bill No./Cash Memo/No./Invoice No./Challan no./ Bill Of Entry No.	
9	Bill Date/Cash Memo Date/Invoice date / Challan Date/Bill of Entry Date	
10	CONTRACTOR's Name	
11	CONTRACTOR's Address	
12	CONTRACTOR's Permanent Mob. No. (Only)	
13	Vehicle No.	
14	Nos. of Boxes/Packing Bags etc.	
15	Origin State of CONTRACTOR	
16	Origin Dist. Of CONTRACTOR	
17	Carrier Name	

Following shall be ensured before dispatching the ordered material at PLL, site

(I) E-Waybill shall be valid till delivering of material at PLL, Dahej. IN ANY CASE, NEW E-WAYBILL SHALL NOT BE ISUUED.

(II) All the relevant data for preparation of E-waybill is filled up completely.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

PETRONET LNG LIMITED

BID DOCUMENT

FOR

SUPPLY AND UPGRADATION OF SERVER AND STORAGE

AT

VARIOUS LOCATIONS OF PETRONET LNG LTD.

Tender No. PLL/DHJ/BIS/7025/2018

PART-B

(PRICE BID)

FORM-18

PRICE SCHEDULE / SCHEDULE OF RATES

S N	Description	UOM (a)	Quantity (b)	Unit Rate in INR (c)	Amount in INR (d) = (b) X (c)
A	SUPPLY PORTION				
1	HPE DL380 Gen10 Server - Dahej, Delhi and Kochi	EA	9		
2	VMWARE LICENSE	EA	1		
3	EXISTING 3 PAR 7200 UPGRADE for Delhi & Dahej	EA	2		
4	RACK – 42U 600X1200 MM for Kochi	EA	1		
5	MSL2024 for Kochi	EA	1		
6	HP 3 PAR 8200 STORAGE for Kochi	EA	1		
7	HP DATA PROTECTOR SOFTWARE for Kochi	EA	1		
8	MISCROSOFT 100 CORE LICENSES	EA	50		
B	INSTALLATION, COMMISSIONING AND IMPLEMENTATION AT Dahej, Delhi and Kochi				
9	Installation, Commissioning and Migration of Server, Storage and Operating System at various locations of Petronet LNG Ltd.	LUMP SUM	1		

10	Basic Total Ex-Works (as mentioned at (d) above)	
11	Packing & Forwarding Charges	
12	Transportation Charges & Transit Insurance	
13	SUB TOTAL (1) = Basic Total at Sr. No.10 + Sr. No.3 + Sr. No.4	
6	GST (in percentage)	
7	GST (in INR) = GST (%) X SUB TOTAL (1) at Sr. No. 5	
8	GRAND TOTAL = SUB TOTAL (1) at Sr. No. 5 + GST (in INR) at Sr. No.7	
	TOTAL in Words:-	

HSN Code: _____

BUYBACK PRICE SCHEDULE

S N	Description	UOM (a)	Quantity (b)	Unit Rate in INR (c)	Amount in INR (d) = (b) X (c)
9	Buyback prices as per Annexure-B with all applicable duties and transportation	LOT	1.0		
10	GST (in percentage)				
11	GST (in INR) = GST (%) at Sr. No. 10 X Buyback Price at Sr. No. 9				
12	TOTAL = Buyback Price at Sr. No. 9 + GST at Sr. No. 11				

EVALUATION METHODOLOGY

For the purpose of evaluation and determining lowest evaluated bidder (L1), PLL shall consider following methodology to calculate the total estimated Contract value:

Sr. No.	Description	Evaluation
1	Grand Total Basic of Supply and Installation	As at Sr. No.13
2	Basic Total of Buyback	As at Sr. No. 9
3	Cost for the Purpose of evaluation	Grand Total Basic of Supply and Installation - Basic Total of Buyback

Notes:

- All above unit Rates shall be inclusive of all taxes (except for GST and other particulars mentioned above), duties, accommodation & transportation of Personnel & any other expenditure to supply the material.
- The above mentioned rates include delivery charges of the material up to PLL Dahej site and necessary transit insurance shall be arranged by the supplier only.
- Bidder to strictly follow the format of Price Schedule and no changes will be acceptable on the same. In event of non-adherence to the prescribed format, PLL in its own discretion reserves the right to reject such Bid.
- The Rates in the Price Schedule to be quoted only in the currency of Indian Rupees.
- Discount: Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be lowest, PLL shall avail such discount at the time of award of Contract.
- For avoidance of doubt it is clarified that during execution of Contract any change in rate of GST as per statutory norms, shall be paid at actuals by PLL on submission of documentary evidence.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation & Seal: