**पावर सिस्टम ऑपरेशन कार्पोरेशन लिमिटेड**

**POWER SYSTEM OPERATION CORPORATION LIMITED**

***Southern Regional Load Dispatch Centre***

29, RACE COURSE CROSS ROAD, BANGALORE 560009

**Tender Document**

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***N.I.T. No. SRLDC/C&M/ET-136/I-145/2019-20***

**पावर सिस्टम ऑपरेशन कार्पोरेशन लिमिटेड**

**POWER SYSTEM OPERATION CORPORATION LIMITED**

***Southern Regional Load Dispatch Centre***

29, RACE COURSE CROSS ROAD, BANGALORE 560009

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

Tender Ref No. SRLDC/C&M/ET-136/I-145/2019-20 Date:

To

Dear Sir(s),

Southern Regional Load Dispatch Centre (SRLDC) of Power System Operation Corporation Limited (POSOCO), Bangalore (A Government of India Enterprise) henceforth, POSOCO, having its Office at 29 Race Course Cross Road, Bangalore 560 009, intends for fgsdfg fdgdfgs fdsfgdfs by inviting Limited Tender Enquiry. For this purpose, Online Bids are invited from qualified parties.

**Scope of Work:** The scope of work includes but not limited to fgsdfg fdgdfgs fdsfgdfs as per BOQ and General Terms and Conditions.

**Enginner InCharge: Deputy Manager, Reliability,** SRLDC, Bangalore shall be the Enginner InCharge for the said Contract. The address of the Consignee is Manager, System Operation, POSOCO, SRLDC, 29 Race Course Cross road, Bangalore- 560 009.

**Earnest Money Deposit (EMD):- Rs. 3000/- (Rupees Three Thousand only).** The original payment instruments like Demand Draft, Banker Cheque, Bank Guarantee or NEFT as specified in this tender document has to be sent to the following address by **Post/Speed Post/Courier/by hand** so that it reaches before the Bid Submission Closing Date & Time:

Deputy General Manager (C & M),

SRLDC, Power System Operation Corporation Limited, 29 Race Course Cross Road, Bangalore-560 009.

EMD can be paid through NEFT and details are furnished below:

Bank A/c No.6576187807

IFS Code IDIB000M010

INDIAN BANK, MALLESWARAM

**Micro and Small Enterprises (MSEs) registered with National Small Industries Corporation**

**(NSIC) or with any other designated Authority of GOI under the Public Procurement Policy**

**for MSEs are exempted from submission of EMD as per the Provisions of the Public**

**Procurement Policy for Micro and Small Enterprises (MSEs) order 2012. This shall be subject**

**to production of documentary evidence with regard to registration with authorities**

**mentioned above.**

**IMPORTANT NOTE:**

1. Tender Documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. Aspiring Bidders / Suppliers who have not enrolled / registered in e-procurement should enroll/register before participating through the website<https://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at **Annexure-A regarding “Instructions for online Bid Submission**”.
2. Tenderers can access tender documents on the Website, fill them with all relevant information & submit the completed tender document into electronic tender on website <https://eprocure.gov.in/eprocure/app>. Tenders and supporting documents should be uploaded through e-procurement. ***Hard copy of the tender documents will not be accepted***.

#### Deputy General Manager (C & M),

**SRLDC, POSOCO, Bangalore.**

**cnm@srldc.org**

**Document Control Sheet**

|  |  |
| --- | --- |
| Tender Ref. No. | SRLDC/C&M/ET-136/I-145/2019-20 |
| Name of Organization | Power System Operation Corporation Limited |
| Tender Type (Open/Limited/EOI/Auction/Single) | Limited |
| Tender Category (Services / Goods / Works) | Goods |
| Type / Form of Contract ( Work / Supply / Auction / Service / Buy / Empanelment / Sell ) | Service |
| Product Category (Civil/ Electrical Works/ Computer System/ Fleet Management/ /Miscellaneous works ) | Fleet Management |
| Re-bid submission Allowed (Yes/No) | Yes |
| Is Offline Submission Allowed (Yes/No) | No |
| General Technical Evaluation Allowed (Yes/No) | No |
| Withdrawal Allowed (Yes/No) | No |
| Is Multi Currency Allowed | No (Only INR Allowed) |
| Payment Mode (Online/Offline) | Online/Offline |
| Date of Issue/Publishing | **at 17:00 Hrs.** |
| Document Download/Sale Start Date | **at 17:00 Hrs.** |
| Document Download/Sale End Date | **at 14:00 Hrs.** |
| Last Date and Time for Uploading of Bids | **at 14:00 Hrs.** |
| Date and Time of Opening of Technical Bids | **at 14:00 Hrs.** |
| One Time Procurement | Yes |
| Contract Type (Empanelment/Tender) | Tender |
| Multiple Technical Annexure(s) | Yes |
| Quoting for all Technical Annexure is compulsory | Yes |
| Tender Fee | NIL |
| Number of Covers / Packets ( 1 / 2 / 3 / 4 )  1 Cover (EMD + Pre-Qualification + Technical + Deviation Statement) and Financial   1. Cover - (EMD + Pre-Qualification + Technical + Deviation Statement) and Financial. 2. Cover-(EMD+Pre-Qualification), Tech. & Financial. 3. Cover- EMD, Pre-Qualification, Technical & Financial. | 2 Cover |
| Bid Validity Days ( 180 / 120 / 90 / 60 / 30 ) | 180 Days |
| Location (Work/Services/Items/as per tender document). | Bangalore |
| Validity of empanelment from the date of empanelment. | N/A |
| Extension with mutual consent | N/A |
| Minimum Period for revision of rates/updation of technology. This will be done for amongst all technically qualified bidders. | Nil. The contract rates shall be firm till end of contract. |
| Invitation For Bids | Section - I |
| Scope of Work and Technical Specifications | Section - II |
| General Conditions of Contract | Section - III |
| Bill of Quantity | Section - IV |
| Tender Acceptance Letter | Section - V |
| Deviation Statement | Section - VI |
| Work and Safety Regulations | Section - VII |
| Format for declaration regarding social accountability | Section - VIII |
| Non-Disclosure Agreement Proforma | Section - IX |
| Forms & Formats | Section - X |
| Address for Communication | DGM (C&M),  Southern Regional Load Dispatch Centre, Power System Operation Corporation Ltd. Race Course Cross Road, Bangalore, Bangalore - 560 009  Telephone Nos.: 080-22268726  E-Mail : cnm@srldc.org |

**SECTION - I**

**INVITATION FOR BIDS (IFB)**

1. **INSTRUCTIONS FOR ONLINE BID SUBMISSION:**

As per the directives of Department of Expenditure, this Tender document has been published on the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their Bids in accordance with the requirements and submitting their Bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

* 1. **Registration**

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.
   1. **Searching for Tender Documents**
7. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
8. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
9. The Bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.
   1. **Preparation of Bids**
10. Bidder should take into account any Corrigendum published on the tender document before submitting their bids.
11. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
12. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
13. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
    1. **Submission of Bids**
14. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
15. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
16. Bidder has to select the payment option as “offline” to pay the EMD as applicable and enter details of the instrument.
17. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person so that it reaches to the Tender Processing Section, latest by the last date and time of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
18. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid have been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
19. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
20. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit Encryption technology. Data storage encryption of sensitive fields is done.
21. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
22. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
23. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
    1. **Assistance to Bidders**
24. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
25. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is **1800 233 7315.**
    1. **Clarification of Bidding Documents;**
       1. A prospective Bidder requiring any clarification of the Bidding Documents may notify the Employer in writing or by cable (hereinafter, the term cable is deemed to include Electronic Data Interchange (EDI) or telefax) at the Employer’s mailing address indicated in the BDS. Similarly, if a Bidder feels that any important provision in the documents, will be unacceptable, such an issue should be raised as above. The Employer will respond in writing to any request for clarification or modification of the Bidding Documents that it receives no later than seven (7) days prior to the original deadline for submission of bids prescribed by the Employer. The Employer shall not be obliged to respond to any request for clarification received later than the above period. Further, the mere request for clarification from the Bidders shall not be a ground for seeking extension in the deadline for submission of bids. Written copies of the Employer’s response (including an explanation of the query but not identification of its source) will be sent to all prospective bidders that have received the Bidding Documents.
    2. **SUBMISSION OF TENDER**
26. The tender shall be submitted online in Two Parts, viz., Technical Bid and Price Bid.(Online).
27. Online bids (Complete in all respect) received along the Demand Draft of EMD physically will be opened online in the presence of bidders’ representative with the Bid Acknowledgement Receipt, if available or they can view the bid opening event online at their remote end. Bids received without EMD will be rejected straight away.
28. A duly constituted Committee will evaluate the Eligibility Criteria of Bidders.
29. Technical Bids and Financial bids of only those bidders, whose bids are declared eligible by the committee, will only be evaluated.
30. Two authorized representatives of each bidder would be permitted to be present at the time of aforementioned opening of bids.
    1. **Technical Bid: -** The following documents are to be furnished by the Contractor along with Technical Bid as per the Tender document: -
31. *Scanned copy of valid Registration Certificate, PAN No., G.S.T. Registration Certificate etc.*
32. *Scanned copy of Attested / True copy of Partnership deed as per tender documents*
33. *Scanned copy of Organization chart and Plants & equipment as per tender documents.*
34. *Scanned copy of documents like, Demand Draft/Bankers’ Cheque/Bank Guarantee for Bid Security etc. Earnest Money Deposit etc.*
35. ***The original payment instrument like Demand Draft, Bank Guarantee etc. as specified in this tender document***

***OR***

**Micro and Small Enterprises (MSEs) registered with National Small Industries**

**Corporation (NSIC) or with any other designated Authority of GOI under the Public Procurement Policy for MSEs are exempted from submission of EMD as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012. This shall be subject to production of documentary evidence with regard to registration with authorities mentioned above has to be sent to the following address***:*

**DGM (Contracts)**

**Southern Regional Load Dispatch Centre (SRLDC),**

**No-29 Race Course Cross Road,**

**Bangalore-560009**

*By Post/Speed Post/Courier/by hand on or before Bid Submission Closing Date & Time.*

1. *Scanned Copy of completely filled Technical data sheet/Technical Specifications/Technical Experience must be submitted.*
2. *Scanned Copy of Tender Acceptance Letter, Deviation Statement and Declaration regarding Social Accountability on Company letter head.*
3. *Scanned Copy of Work & Safety Regulations, Non-disclosure agreement*
4. *Scanned Copy of any other document which the bidder may feel necessary to support the bid/product.*
5. *Scanned copy of Valid MSE / NSIC Registration certificate / any other designated Authority of GOI under the Public Procurement Policy for MSEs wherein validity of certificate, the item for which they are registered & monetary ceiling must be specified clearly.*

All the pages of bid being submitted must be signed along with seal and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

1. **QUALIFYING REQUIREMENTS: -**

Qualification of Bidder will be based on meeting the technical specification as mentioned in tender documents and as demonstrated by the Bidder’s responses in the corresponding Bid Schedules.

This assessment shall inter-alia include:

1. Document verification;
2. Bidder’s works visit,
3. Details of works executed, works in hand, anticipated in future & the balance capacity available for the present scope of work;
4. Details of Technical Expertise & Technical Manpower and Financial position/resources
5. Details of quality systems in place;
6. Past experience and performance;
7. Customer feedback;
8. Banker’s feedback; etc.

POSOCO reserve the right to waive minor deviation if they do not materially affect the capability of the bidder to perform the contract.

1. **TECHNICAL SCHEDULE**
2. Details of Technical Specifications/requirements under the contract are given in “**Scope of Works & other Terms & conditions of Contract (Section-II) and in Bill of Quantities (Section-IV)”.**
3. List of Enclosures to be submitted should be properly numbered and indexed along with signatures of the authorized representative of quoting bidder(s).
   1. Documents which the vendor may consider necessary to support the bid.
   2. All documents should be submitted electronically in PDF format.
   3. Queries received, from the bidders, one week prior to the bid submission date shall be addressed. SRLDC, POSOCO, Bangalore will not be bound to clarify any query received after/beyond the aforementioned stipulated deadline.
   4. The queries can be sent to SRLDC, POSOCO, Bangalore through email atcnm@srldc.org.
4. **OTHER TERMS & CONDITIONS:-**
   1. Bidder must possess authorization/valid licenses for executing the work mentioned in BOQ.
   2. The bidder must submit EMD as specified in the EMD section of letter for inviting tender. EMD of the unsuccessful bidder will be refunded only after finalization of contract

The successful bidder’s EMD will be treated as initial Security Deposit and will be discharged upon the bidder’s acceptance of the award and furnishing the CONTRACT PERFORMANCE GUARANTEE (CPG) / SECURITY DEPOSIT (SD). Bid without EMD

shall be liable for rejection. No interest will be payable on the above EMD.

* 1. Submission of tender by a Tenderer implies that he has read this notice and all other tender documents and has made himself fully aware of the scope and specifications of the work to be done and of conditions as well as of local conditions and other factors which may have bearing on the execution of the work. No claim for financial adjustment to the contract awarded under these specification and documents will be entertained by POSOCO / SRLDC. Neither any change in the time schedule of the contract nor any financial adjustments arising there of shall be permitted by POSOCO, which are based on the lack of such clear information or its effect on the cost of the works to the Tenderer.

1. Power System Operation Corporation Limited (POSOCO) (A Govt. of India Enterprise) does not bind them to accept the lowest or any tender or to give any reason for their decision.
2. Power System Operation Corporation Limited (POSOCO) (A Govt. of India Enterprise) shall return the amount of EMD without any interest to every unsuccessful bidder within 30 days from the date of issue of LOA to the successful bidder.
3. Earnest Money shall be forfeited in case of following:
   1. On revocation of tender or increase in rates after opening of the tender but before the validity of the quotation expires.
   2. On refusal to enter into a contract after the award of contract.
   3. If the work is not commenced on the agreed/accepted date of starting the work after the same is awarded to the Tenderer.
4. **UNDERSTANDING OF DOCUMENTS: -**

The bidder is required to carefully examine the tender documents and fully understand the implications of the conditions and matters which may in any way affect the works or the cost, quality, or scheduled completion time thereof. Further, the bidder is also required to inspect the site of the work / equipment and ascertain for himself site / equipment conditions, facilities available, site constraints and other aspects before quoting for the work. Any claims by the successful bidder at a later date on account of his failure to comply with the above instructions will not be entertained.

1. **RATE: -**

The Bidder shall quote in their tender:

1. The unit rates for the respective items of Bill of Quantities as envisaged.
2. The total amount of the individual items of Bill of Quantities as well.
3. The sum of all such totals of Bill of Quantities for entire scope of work.
4. The above prices shall remain firm, till completion of the Contract & on FOR destination, SRLDC, Bangalore, basis. Hence, no Price Variation shall be payable on any account whatsoever. The item rates that are to be quoted are indicated in the Bill of Quantities (BOQ).
5. **DEVIATION: -** It is taken that the bidder shall accept all the terms & conditions mentioned in bid documents without any deviation. However, the bidder who may have to deviate from terms & conditions of contract including Technical Specification(s) will have to bring out all their deviations in the Statement of Deviations Section-VI and submit the same along with the bid copy.
6. Deviations must be fully explained in this Statement of Deviations and the same should be stamped and signed by the Bidder. The last column of this statement should positively indicate the cost of withdrawing these conditions. These costs will be taken into considerations for purpose of evaluation. It may further be noted that in case of withdrawal of deviations maximum liability to the owner under the contract will not exceed the amount stipulated in the bid against respective deviation in the statement of deviation. If there are no deviations the statement of deviation shall be returned as ‘NIL’ statement duly signed and stamped.
7. Deviations mentioned or brought out elsewhere in the bid other than in the statement of deviation will not be entertained and such offers which do not conform to the above requirements are liable to be rejected.
8. **Destination: -** Power System Operation Corporation Limited (A Govt. of India Enterprise), Southern Regional Load Dispatch Centre (SRLDC), 29 Race Course Cross Road, Bangalore-560 009.
9. **Enginner InCharge: -** For supervision & co-ordination of the works Deputy Manager, Reliability, No-29, Race Course Cross Road, Bangalore- 560 009 shall be the Enginner InCharge
10. Technical Evaluation Process: - Technical Bids will be evaluated mainly on the basis of Technical Specifications provided in the Tender Document.
11. Evaluation of Financial Bids: - The Financial Bids of only those bidders shortlisted from Technical Bids will be opened online in the presence of their representatives on a specified date and time to be intimated to the respective bidders and the same shall be evaluated by the duly constituted Tender Committee.
12. Bids shall be evaluated and compared on the basis of total price including Taxes & Duties for the entire scope of work under the package.
13. **Validity:** 180 days from the date of opening of the Bids.
14. **CPG / SECURITY DEPOSIT: -**

CPG:- The successful bidder, to whom the contract is awarded, shall be required to furnish a CONTRACT PERFORMANCE GUARANTEE (CPG) from (a) a Public Sector Bank or (b) a Scheduled Indian Bank having Paid-up-Capital (net of any accumulated losses) of Rs.100 Crores or above (the latest Annual Report of Bank should support compliance of capital adequacy ratio requirement) or (c) any Foreign Bank or subsidiary of Foreign Bank with overall international rating or rating of long term debt not less than A (-) (A minus) or equivalent by reputed rating agency in the prescribed format in favor of Power System Operation Corporation Limited, for faithful performance of the contract in accordance with the terms & conditions specified in the order and specification, within 28 days from the date of placement of order. The CPG amount shall be equal to Ten percent (10%) of the total contract price. The Contract Performance Guaranty shall be kept valid up to 90 days after the end of guarantee/warranty/defect liability period. EMD submitted by the successful bidder will be returned after the acceptance of the CPG submitted by the bidder. The CPG will be returned to the bidder without any interest 90 days after the end of Guarantee/warranty/defect liability period. If the contractor does not furnish the Contract performance guarantee, the amount of Rs. 9,000/- (Rupees Nine Thousand only) deposited earlier by contractor on account of EMD shall be adjusted in SD (Security Deposit) and balance SD will be recovered from the Contractor’s bill(s). The amount of Security Deposit will be released after 90 days from the date of successful completion of Warranty period. The date of issue of Certificate in this regard by Engineer-in-Charge will be treated as the date of successful completion of work(s)/Warranty period.

1. **Payment Terms: -**

100% of the billed amount of the Contractor (successful bidder), shall be made within fifteen (15) days of receipt of invoice who opted for CPG by e-payment upon successful completion of the supply, installation, commissioning, testing and other requirements stipulated in the bidding documents, stipulated terms of payment upon certification thereto by the Engineer-in-charge.

The payment will be released subject to submission of valid CPG.

Alternatively,

90% of monthly billed amount shall be released within 15 days by e- payment after successful completion of service and meeting other requirements stipulated in the bidding documents, upon certification thereto by the Engineer-in- Charge. Balance 10%, deducted against Security Deposit, will be released after 90 days beyond the end of contract period subject to successful completion of contract and duly certified by the Engineer -in-Charge.

**Taxes/Duties:** All Inclusive. Deductions shall be made at source for Taxes/Statutory Duties as per rules and regulations in vogue.

All payments shall be released through E -payment. For this purpose, contractor shall provide details of Contractor’s Bank Account in the prescribed format which is enclosed herewith. A copy of the PAN card may also be enclosed with their bid.

1. **Freight & Insurance:** The Vendor shall ensure that the materials are properly packed and insured to cover damages, if any, caused during transportation, loading, unloading, installation etc. It will be the sole responsibility of the Contractor to arrange for replacement of any equipment or items or parts damaged as above. POSOCO shall issue necessary certificate for lodging the claim with insurer/underwriter wherever required.
2. **Documents:** The Vendor shall submit all necessary drawings / brochures / pamphlets / manuals etc. Guarantee Certificates shall be provided by the Contractor along with their Supplies.
3. **Warranty Period:** The Contractor shall provide warranty for the entire works under this contract for a period of One year from the date of acceptance of works by the Engineer-in- Charge.
4. **Contract Period: -** The supply, installation, commissioning and testing shall be completed within 2 months from the date of placement of order.
5. **Liquidated Damages:** Time is the essence of Contract. The Contractor shall adhere to the completion schedule strictly. In case of any delay in supply/installation of the items/works beyond the delivery schedule mentioned above, Liquidated Damages (LD) not as a penalty @ 0.5 % of the total contract value per week or part thereof the delay to a maximum of 5% of the contract value shall be levied without prejudice the right for cancellation of the Letter of Award by POSOCO.
6. **Co-ordination with other Agencies**: - The contractor shall attend at his cost all the meetings with the Engineer-in-Charge or the Contractors and the consultants of the OWNER for the contract. The contractor shall attend such meeting as and when required and fully co-operate with such persons and agencies involved.
7. **Cancellation of Contract In Full or in Part: -**

If the Contractor: -

1. At any time makes default in proceeding with the works with due diligence and continues to do so after a notice in writing of 07 days from the Engineer-in-Charge (or)
2. Commits default in complying with any of the terms & conditions of contract and does not remedy it or take effective steps to remedy it within 07 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge (or)
3. Fails to complete the supply/works on or before the stipulated date(s) of completion and does not complete the works within the period specified in a notice given in writing by the Engineer-in-Charge.

In any of the aforementioned event, POSOCO will be at liberty to terminate the contract with 15 days’ notice. In such case, the payment pertaining to the incomplete works under the contract period shall not be payable.

1. **Premature Termination of Contract:** POSOCO reserves the right to terminate the contract without assigning any reasons by giving a notice of 15 Days. In such case, there would be no payment (or refund) being payable for the un-executed works.
2. General Terms and Conditions of Contract (GCC) and General Terms & Conditions for Civil works of Power System Operation Corporation Ltd. Limited are applicable to Power System Operation Corporation Limited.
3. **Compliance to SA:8000**: - You are required to comply with the requirements of Social Accountability Standards i.e. SA:8000 and the main Clauses are enclosed as Annexure - VIII (Structure of SA8000:2008) and the format for Declaration Regarding Social Accountability as Section-VIII. The enclosed declaration must be submitted along with the Bill / Invoice. The Contractor shall bound to employ only adult Workmen for all activities/works related to the subject contract, directly or indirectly. They should also ensure that all backend business dealings with other parties (whenever applicable), pertaining to this contract, is made with only those parties who conform to prevailing labor deployment norms.

For & on behalf of POWER SYSTEM OPERATION CORPORATION LIMITED

DGM (C & M)

**SECTION – II**

**Scope of Work and Technical Specification**

1. **(I) OBJECTIVE:**

Southern Regional Load Dispatch Centre (SRLDC), Bangalore is an establishment of Power System Operation Corporation Ltd. (A Govt. of India Enterprise, under Ministry of Power, GOI) having a Control Centre at Bangalore to facilitate electrical power system grid management in Southern Region.

**(II) SCOPE OF WORKS & TECHNICAL SPECIFICATIONS: -**

The scope of work includes fgsdfg fdgdfgs fdsfgdfs

The above supply/services includes the cost of all material, manpower and any other incidental charges related to supply, Installation, integration, testing, commissioning of the system etc. that may be required for providing the desired services.

1. **Technical Specification:**

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**SECTION - III**

**GENERAL CONDITIONS OF CONTRACT**

**Please find General Conditions of Contract at**

[**General Conditions for Contract**](https://srldc.org/Downloads/General%20Condition%20for%20Contract.pdf)

**(If above link does not work copy and paste following link in browser:-** <https://srldc.org/Downloads/General%20Condition%20for%20Contract.pdf>**)**

**SECTION - IV**

**Bill of Quantities**

**SECTION - V**

**TENDER ACCEPTANCE LETTER**

**(To be given on Company Letter Head)**

**To Date:**

**POWER SYSTEM OPERATION CORPORATION LIMITED,**

**(A Govt. of India Enterprise),**

**Southern Regional Load Dispatch Centre,**

**29 Race Course Cross Road, Bangalore- 560009**

**Sub: Acceptance of Terms & Conditions of Tender.**

**Tender Reference No.: Name of Tender / Work: -**

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned ‘Tender/Work’ from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

1. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s) etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
2. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
3. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
4. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.
5. Also I / We have not been suspended / blacklisted by any PSU / Government Department

/ Financial Institution / Court.

#### Yours faithfully,

**(Signature of the Bidder, with Official Seal**

**SECTION - VI**

**Ref. No. : SRLDC/C&M/ET-136/I-145/2019-20**

**Name of the Package** *fgsdfg fdgdfgs fdsfgdfs.*

**DEVIATION STATEMENT**

Party’s Name & Address:

Dear Sir,

To

**DGM (C&M)**,

SRLDC,

Power System Operation Corporation Ltd, 29 Race Course Cross Road,

Bangalore-560009.

The following are the deviations and variations from the specification and documents for the subject package. These deviations and variations are exhaustive. Except these deviations, the entire work shall be performed as per your specification and documents: -

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sl.  No. | Clause | As specified in the specification/ documents | Deviations & Variations to the specification / documents | Withdrawal Price in Rupees |
|  |  |  |  |  |

Date: Place:

**Signature:** Printed Name: Designation:

**Note:** Continuation sheets of like size and format may be used as per party’s requirement and annexed to this schedule.

**SECTION - VII**

**WORK & SAFETY REGULATIONS**

1. The Contractor shall ensure proper Safety of all the workmen, materials, plant and equipment belonging either to him or to other Contractor or to POSOCO at the site.
2. Contractor shall also be responsible for provision of all safety devices and safety equipment required both by the relevant legislation and the Engineer-in-Charge as he may deem necessary.
3. The Contractor will notify well in advance to the Engineer-in-Charge of his intention to bring to the site any container filled with liquid or gases, fuel or explosive or petroleum substance or such chemicals which may involve hazards. The Engineer-in-Charge shall have the right to prescribe the conditions, under which such container is to be stored, handled and used during the performance of the work and the Contractor shall strictly adhere to and comply with such instructions. The Engineer-in-Charge shall have the right at his sole discretion to inspect any such container or such construction plant/equipment for which material in the container is required to be used and if in his opinion, its use is not safe he may forbid its use. The Owner shall not entertain any claim of the Contractor towards additional safety provisions/conditions to be provided for construction as per Engineer-in-Charge instructions. Further any such decision of Engineer-in-Charge shall not in any way absolve the Contractor of his responsibilities and in case use of such a Container of entry thereof into the site area is forbidden by Engineer-in-Charge without cost implication to POSOCO.
4. Where it is necessary to provide petroleum products or petroleum mixtures and explosives, the Contractor shall be responsible for carrying out such provision and/or storage in accordance with the rules & regulations laid down in Petroleum and Carbide of Calcium Manual published by the Chief Inspector of Explosives in India. All such storage shall have prior approval of the Engineer-in-Charge. In case any approvals are necessary from the Chief Inspector (Explosives) or any Statutory Authorities, the Contractor shall be responsible for obtaining the same.
5. All equipment used in construction and erection by Contractor shall meet Indian International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by Contractor in accordance with Manufacturer’s Operation Manual and Safety Instructions and as per guidelines and rules of POSOCO in this regard.
6. Periodical Examinations and all tests for all lifting/hoisting equipment and tackles shall be carried out in accordance with the relevant provisions of Factories Act, 1948, Indian Electricity Act, 1910 and associated laws/rules of such examinations and tests shall be properly maintained by the Contractor and will be promptly produced as and when desired by the Engineer-in-Charge or by the persons authorized by him.
7. The Contractor shall be fully responsible for the safe storage of his and his Sub-contractor’s radioactive sources in accordance with BARC/DAE rules and other applicable provisions. All precautionary measures, stipulated by BARC/DAE in connection with use, storage and handling of such material will be taken by Contractor.
8. The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need, as may be directed by Engineer-in-Charge who will also have right to examine this safety equipment to determine their suitability, reliability, acceptability and adaptability.
9. Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent persons strictly in accordance with the code or practices/rules framed under Indian Explosives Act, pertaining to handling, storage and use of explosives.
10. The Contractor shall provide safe working conditions to all workmen and employees of the site including safe means of access, railings, stairs, ladders, scaffoldings, etc. The scaffoldings shall be erected under the control and supervision of an experienced and competent person. In erection works the Contractor shall use only good quality material.
11. The Contractor shall not interfere or disturb electric fuse, wiring and other electrical equipment belonging to the Owner or other Contractors under any circumstances, whatsoever, unless specially permitted in writing by POSOCO to handle such fuses, wiring of electrical equipment.
12. Before the Contractor connects any electrical appliances to any plug or socket belonging to the other Contractors or Owner, he shall –
    1. Satisfy the Engineer-in-Charge that the appliance is in good working condition.
    2. Inform the Engineer of the maximum current rating, voltage and phases of the appliance.
    3. Obtain permission of the Engineer-in-Charge detailing the sockets to which the appliances may be connected.
13. The Engineer-in-Charge will not grant permission to connect until he is satisfied that –
    1. The appliances are in good condition, and are fitted with a suitable plug.
    2. The appliances are fitted with a suitable cable having two earth conductors; one of each shall be in earthed with metal sheath surrounding the cores.
14. No electric cable in use by the Contractor/Owner will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
15. No repair work shall be carried out on any line equipment. The equipment must be declared safe by Engineer-in-Charge and a permit to work shall be issued by Engineer-in-Charge before any repair work is carried out by the Contractor. While working on electric lines/equipment whether alive or dead, suitable type and sufficient quantity of tools will have to be provided by Contractor to Electricians/Workmen/Officers.
16. The Contractor shall employ necessary number of qualified full time electricians/electrical supervisors to maintain temporary electrical installation.
17. In case any accident occurs during the operation/maintenance or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor envisaged under the applicable laws.
18. The Engineer-in-Charge shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons, property and/or equipment. In such cases the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The Contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage the specific work can, if felt

necessary, appeal against the order of stoppage of work to the General Manager, SRLDC within 3 days of such stoppage of work and decision of GM in this respect shall be conclusive and binding on the Contractor.

1. The Contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons as provided above.
2. The Contractor shall follow and comply with all POSOCO (POSOCO) Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees plant and equipment as may be prescribed from time to time without any demur protest or contest or reservation. In case of any non-conformity between statuary requirement and POSOCO (POSOCO) safety rules referred above the later shall be binding on the Contractor unless the statuary provisions are more stringent.
3. If the Contractor fails in providing safe working environment as per POSOCO (POSOCO) Safety rules or continues the work even after being instructed to stop work by Officer-in- charge as provided in clause(s) shall pay on demand by the Owner compensation to the rate of Rs. 5,000/- per day or part thereof till the instructions are complied with and so certified by Engineer-in-Charge. However, in case of accident taking place and causing injury to any individual, the provisions contained in clause(s) shall also apply in addition to compensation mentioned in this clause.
4. If the Contractor does not take all safety precautions and/or fails to comply with the Safety rules as prescribed by POSOCO (POSOCO) or under the applicable laws for the safety of the equipment and plant and for the safety of personnel and the Contractor does not prevent hazardous conditions which cause injury to his own employees or any other person who are at site or adjacent hereto, the Contractor shall be responsible for payment of compensation as per the following schedule:
5. Fatal injury: Rs.1 Lakh or 10% or contract values whichever is less for each fatal injury.
6. Major injuries or accident: Rs.20,000/- or 2% of contract values whichever is less for each injury.

These are applicable for death/injury to any person whosoever; permanent disablement shall have same meaning as indicated in Workmen’s Compensation Act. The compensation mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provision of the Workmen’s Compensation Act and rules framed there under or any other applicable laws as applicable from time to time. In case the Owner is made to pay such Compensation then the Contractor is liable to reimburse the Owner such amounts in addition to the compensation indicated above.

If any damage in the plant machinery or system occurs due to willful negligence of the Contractor or his men, then the Contractor shall be liable to pay the necessary charges as deemed fit and decided by the Officer-in-charge.

1. If the Contractor observes all the safety rules and codes, statutory laws and rules during the currency of contract awarded by the Owner and no accident occurs then POSOCO may consider the performance of the contract and award suitable “Accident Free Safety Meritorious Award” as per scheme as may be announced separately from time to time.
2. In case of continued violation of POSOCO (POSOCO) safety instructions and codes and applicable laws which are prepared to ensure safety to men and material and plant & equipment or Contractor’s will-full failure to comply with instructions of Engineer-in-Charge

as aforesaid, POSOCO shall have the right at its sole discretion to debar such contractor and also to award to any of the contractor under any circumstances whatsoever.

The other General Terms & Conditions of tender laid down in POSOCO (POSOCO), SRLDC, General Conditions of Tender may also be kept in view particularly with regard to Arbitration etc. These Terms & Conditions would form an integral part of contract.

Notwithstanding whatsoever stated above and in case of any controversy regarding Scope of Works or any other Terms & Conditions of Tender, the decision of Engineer-in-Charge shall be final and binding in this regards.

#### DGM (Contracts and Materials),

#### SRLDC, POSOCO,

#### Bangalore

**SECTION - VIII**

**DECLARATION REGARDING SOCIAL ACCOUNTABILITY**

**Bidder’s Name and Address: -**

**To**

**POWER SYSTEM OPERATION CORPORATION LIMITED,**

**(A Govt. of India Enterprise),**

**Southern Regional Load Dispatch Centre,**

**29 Race Course Cross Road, Bangalore- 560009.**

Dear Ladies and / or Gentlemen,

We confirm that we stand committed to all requirements of Social Accountability Standards i.e. SA8000 (latest Standard available at www.sa-intl.org ) and maintain the necessary records.

Signature: - Printed Name: - Designation: - Common Seal: - Place: -

Date:

**SECTION – IX**

**NON-DISCLOSURE AGREEMENT**

**ANNEXURE- X**

This Agreement is made as of the between Power System Operation Corporation of India Ltd, (POSOCO), Bangalore (A Government of India Enterprise) henceforth, POSOCO having its Office at 29, Race Course Cross Road, Bangalore - 560 009 and M/s

a company incorporated under Indian Companies Act, 1956, and having its registered office at

Whereas in order to pursue the mutual business purpose of this particular project, SRLDC and M/s recognize that there is a need to disclose to one another certain information, as defined in para 1 below, of each party to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of the other party’s disclosure of such information, each party agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party and other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party (“Confidential Information”). Information consists of certain specifications, designs, plans, drawings, software, prototypes and/or technical information, and all copies and derivatives containing such Information, that may be disclosed to one another for and during the Purpose, which a party considers proprietary or confidential (“Information”). Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to one party (hereinafter referred to as the receiving party) by the other party (hereinafter referred to as one disclosing party). Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party within thirty (30) days of the initial disclosure.
2. M/s Confidentiality Period:

and SRLDC hereby agreed at during the

1. he receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project, shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential to fulfilling the Purpose, and shall prevent disclosure of Information to third parties. The receiving party may, however, disclose the Information to its consultants and contractors with a need to know; provided that by doing so, the receiving party agrees to bind those consultants and contractors to terms at least as restrictive as those stated herein, advise them of their obligations, and indemnify the disclosing party for any breach of those obligations.
2. Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed. Provided, however, that an archival copy of the Information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the Information.
3. The foregoing restrictions on each party's use or disclosure of Information shall not apply to Information that the receiving party can demonstrate:
   1. Was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or
   2. has become generally available to the public without breach of confidentiality obligations of the receiving party; or
   3. Was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or
   4. Is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the receiving party has given the disclosing party prompt notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or
   5. Is disclosed with the prior consent of the disclosing party; or
   6. Was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or
   7. The receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.



1. Each party agrees not to remove any of the other party’s Confidential Information from the premises of the disclosing party without the disclosing party’s prior written approval. Each party agrees to exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the disclosing party’s prior written approval, from the disclosing party’s premises. Each party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be make off of the premises.
2. Upon the disclosing party’s request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party’s Confidential Information all copies thereof.
3. Each party recognizes and agrees that all of the disclosing party’s Confidential Information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
4. Access to Information hereunder shall not preclude an individual who has seen such Information for the purposes of this Agreement from working on future projects for the receiving party which relate to similar subject matters, provided that such individual does not make reference to the Information and does not copy the substance of the Information during the Confidentiality Period. Furthermore, nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know-how developed by the receiving party's personnel under this Agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the Information.
5. As between the parties, all Information shall remain the property of the disclosing party. By disclosing Information or executing this Agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION. Execution of this Agreement and the disclosure of Information pursuant to this Agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase or sale, or to enter into any additional agreement of any kind.
6. Either party’s failure to enforce any provision, right or remedy under this agreement

shall not constitute a waiver of such provision, right or remedy.

1. This Agreement will be construed in, interpreted & applied in accordance with the laws of India.
2. That in case of any dispute or differences, breach & violation relating to the terms of the Agreement. The said matter or dispute, difference shall be referred to sole arbitration of CEO-POSOCO or any other person appointed by him. That the award of the arbitrator shall be final and binding on both the parties. In the event of such Arbitrator to whom the matter is originally referred to is being transferred or vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the CMD-POSOCO shall appoint another person to act as Arbitrator in place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by his

Predecessor M/s have no Objection in any

such appointment, that arbitrator so appointed is employee of POSOCO. The said Arbitrator shall act under the Provisions of the Arbitration and conciliation Act, 1996 or any statutory modifications or re-enactment there of or any rules made thereof.

1. This Agreement and Exhibit A attached hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other party's written consent.
2. This Agreement will remain in effect for five years from the date of the last disclosure of Confidential Information, at which time it will terminate, unless extended by the disclosing party in writing. IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

|  |  |
| --- | --- |
| M/s | SRLDC, POSOCO |
| Signature | Signature |

**SECTION - X**

**FORMS AND FORMATS**

1. Bank Account Details

**POWER SYSTEM OPERATION CORPORATION LTD**

**(A Government of India Enterprise)**

**29 Race Course Cross Road, BANGALORE**

Sub: Bank Account Details of Bidders for making RTGS/E-Payment

|  |  |  |
| --- | --- | --- |
| 1. | Name of the Beneficiary/ Account Holder | : |
| 2. | Name of Bank | : |
| 3. | Bank Account Number | : |
| 4. | Type of Account (Current/Saving/Others) | : |
| 5. | Branch Code | : |
| 6. | MICR Code | : |
| 7. | IFSC Code | : |
| 8.  9. | PAN No. (Enclose Copy)  G.S.T. No. (Enclose Copy) | : |
| 10. | Address : | : |
| 11. | e-mail ID | : |
| 12. | Mobile No. | : |
| 13. | Crossed Cheque/ Cancelled Cheque (Copy to be enclosed) | : |

Signature of Authorized Beneficiary/Account Holder)

Certified Bank, Branch Manager

\_ \_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For use in Power System Operation Corporation Ltd:

Forwarded to F&A Department for incorporation of above details.

(Signature of HOD)

Emp. No:………………………..

Date: ……………………………

### FORM OF POWER OF ATTORNEY FOR JOINT VENTURE

KNOW ALL MEN BY THESE PRESENTS THAT WE , the Partners whose details are given hereunder .......................................................................... have formed a Joint Venture under the laws of…........................................... and having our Registered Office(s)/Head Office(s) at ............................ ......... (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s ................................................................................. being the Partner in-charge do hereby constitute, nominate and appoint M/s................................................... a Company incorporated under the laws of .............................…………………….... and having its Registered/Head Office at ........................................... as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Specification No............................... Package ............................ the bids for which have been invited by ……….… (insert name of the Employer alongwith address) …….……… (hereinafter called the 'Employer') to undertake the following acts:

i) To submit proposal and participate in the aforesaid Bid Specification of the Employer on behalf of the "Joint Venture".

ii) To negotiate with the Employer the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Employer for and on behalf of the "Joint Venture".

iii) To do any other act or submit any document related to the above.

iv) To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Defect Liability Period in terms of the Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/Authorised Representatives/Partner in-charge quotes in the bid, negotiates and signs the Contract with the Employer and/or proposes to act on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this ........... day of …………........... under the Common Seal(s) of their Companies.

for and on behalf of the

Partners of Joint Venture

.............................................

.............................................

.............................................

The Common Seal of the above Partners of the Joint Venture:

The Common Seal has been affixed there unto in the presence of:

WITNESS

1. Signature......................................................

Name ............................................…...........

Designation ...................................…..........

Occupation ......................................…........

2. Signature.................................................….

Name ..................................................….....

Designation ........................................…....

Occupation ...............…..............................

**Note:**

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.

2. The Agreement shall be signed on all the pages by the authorized representatives of each of the partners and should invariably be witnessed.

1. **FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS**

THIS JOINT DEED OF UNDERTAKING executed on this………. day of……….. Two Thousand and………....... by ……JV……………………………………….. a company incorporated under the laws of ………………… and having its Registered Office at ........................(hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s…INFO…………a company incorporated under the laws of ………..…………… and having its Registered Office at ………..………… (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns ) and M/s.. .. .. .. . .. . . . . .. . .. .. .... .. a Company incorporated under the laws of ……………….. and having its Registered Office at ……………. (hereinafter called the "Party No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award)] against the Specification No……..SRLDC…………. for …SERVER… *(insert name of the package alongwith project name)* …………… of …POSOCO….. *(insert names of the Employer)* …………….., a Company incorporated under the Companies Act of1956 having its registered office at …BANGALORE………….*(insert registered address of the Employer)*…………… (hereinafter called the "Employer").

WHEREAS the Party No.1, Party No.2 and Party No.3 have entered into an Agreement dated................

AND WHEREAS the Employer invited bids as per the above mentioned Specification for the design, manufacture, supply, erection, testing and commissioning of Equipment/ Materials stipulated in the Bidding Documents under …… *(insert name of the package alongwith project name)* ……………

AND WHEREAS Clause 3.5.3, Section-ITB and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Annexure-A to BDS forming part of the Bidding Documents, inter-alia stipulates that an Undertaking of two or more qualified manufacturers as partners, meeting the requirements of Qualification Criteria in Annexure-A to BDS, as applicable may bid, provided, the Joint Venture fulfills all other requirements under Clause 3.5.3 (c) of ITB and Qualification Criteria in Annexure-A to BDS and in such a case, the Bid Forms shall be signed by all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Contract performance guarantee will be as per the format enclosed with the Bidding Documents without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Employer vide proposal No…………………..dated ……..... by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of Clause 9.3, Section-ITB and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Annexure-A to BDS, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Employer to the Joint Venture Partners, we, the Parties do hereby undertake that M/s……… the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply and successful performance of the equipment in accordance with the Contract:

2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) dohereby

undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.

3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.

4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.

5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix – I *(to be suitably appended by the Parties along with this Undertaking in its bid)* to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.

6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.

7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.

8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Employer in the currency/currencies of the Contract.

9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorised representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

|  |  |  |
| --- | --- | --- |
| Common Seal of ……………………….  has been affixed in my/ our  presence pursuant to Board of  Director’s Resolution dated …………….  Name ………………………..  Designation ………………….  Signature …………………….  WITNESS :  I. ………………………………  II. ……………………………… |  | For Lead Partner (Party No.-1)  For and on behalf of M/s  …………………..  (Signature of the authorized  representative) |
| Common Seal of ……………………….  has been affixed in my/ our  presence pursuant to Board of  Director’s Resolution dated …………….  Name ………………………..  Designation ………………….  Signature …………………….  WITNESS :  I. ………………………………  II. ……………………………… |  | For Party No.-2  For and on behalf of M/s…………………..  (Signature of the authorized  representative) |
| Common Seal of ……………………….  has been affixed in my/ our  presence pursuant to Board of  Director’s Resolution dated …………….  Name ………………………..  Designation ………………….  Signature …………………….  WITNESS :  I. ………………………………  II. ……………………………… |  | For Party No.-3  For and on behalf of M/s.  …………………..  (Signature of the authorized  representative) |

**Note:**

1. For the purpose of executing the Joint Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.

2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

### 4.BID SECURITY FORM

*(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper should be in the name of the issuing Bank)*

Bank Guarantee No.: ........................…

Date: ...................……...

Name of the Package: ...................................................………...

Specification No.: …...........................…

To: *(insert Name and Address of Employer)*

WHEREAS M/s. …. *(insert name of Bidder) ……* having its Registered/Head Office at ….. *(insert address of the Bidder)* ……….. (hereinafter called "the Bidder") has submitted its Bid for the performance of the above-named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that WE …….. *(insert name & address of the issuing bank)* ……… having its Registered/Head Office at …..…….*(insert address of registered office of the bank)*…….. (hereinafter called "the Bank"), are bound unto ……*(insert name of Employer)…..* (hereinafter called "the Employer") in the sum of ....................*(insert amount of Bid Security in figures & words)* .......................... ............................……………. for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this ............... day of ............... 20....

THE CONDITIONS of this obligation are:

(1) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or

(2) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid; or

(3) If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to ITB Clause 27.2; or

(4) If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executant(s) or registered with the Indian Embassy/High Commission in that Country, within ten days from the date of intimation of post – bid discussion; or

(5) In the case of a successful Bidder, if the Bidder fails within the specified time limit

(i) to sign the Contract Agreement, in accordance with ITB Clause 33, or

(ii) to furnish the required performance security, in accordance with ITB Clause 34.

or

(6) In any other case specifically provided for in ITB.

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including ……….. *(insert date, which shall be the date 30 days after the period of bid validity) ……..*, and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*]

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

POA Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Number(s): Tel.\_\_\_\_\_\_\_\_\_\_\_\_\_\_Mobile\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Common Seal of the Bank\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness:

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Number(s): Tel.\_\_\_\_\_\_\_\_\_\_\_\_\_\_Mobile\_\_\_\_\_\_\_\_\_\_\_\_\_\_

email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Note:

1. In case the bid is submitted by a Joint Venture, the bid security shall be in the name of the Joint Venture and not in the name of the Lead Partner or any other Partner(s) of the Joint Venture.
2. The Bank Guarantee should be in accordance with the Proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the Proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

Quote

“Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed \_\_\_\_\_\_\_\_\_ (*value in figures*) \_\_\_\_\_\_\_\_\_\_\_\_ [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*value in words*) \_\_\_\_\_\_\_\_\_\_\_\_].

2. This Bank Guarantee shall be valid upto *\_\_\_\_\_\_\_\_ (validity date) \_\_\_\_\_\_\_\_\_\_.*

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before \_\_\_\_\_\_\_\_ (*validity date*) \_\_\_\_\_\_\_\_\_\_.”

Unquote

***---End of Section--***