Ref. No:SRLDC/C&M/I-4589/2019-20/**PO- {{loa\_no}}** Date: **{{loa\_dt}}**

अनुबंध पुरस्कार पत्र / **LETTER OF AWARD**

**To,**

**M/s Emcee Sons**

**#25, Krishna Building, Basement**

**Avenue Road, Bangalore City H.O**

**Bangalore,Karnataka-560002**

**Phone : 9343716059**

**Sub: ghGdhghs dgdfshjga fdgfahdsgf hadsfgdasgfhjdasgf dasfgdahsjfgdasjhfgdas fghdasjgf**

**Ref** :(1)Tender enquiry No. SRLDC/C&M/I-4589/2019-20 Dated: 2019-12-24.

(2)Your tender documents ref. no. {{loavendor\_tender\_ref\_no}} dated

{{loavendor\_tender\_dt}}.

Dear Sir,

We are pleased to place LOA on your firm for **ghGdhghs dgdfshjga fdgfahdsgf hadsfgdasgfhjdasgf dasfgdahsjfgdasjhfgdas fghdasjgf** at an amount of **Rs.789654.0/- (Rupees Seven Lakh, Eighty Nine Thousand, Six Hundred And Fifty Four only) Inclusive of GST.**

The following details are enclosed herewith as Annexures: -

* Bill of Quantity in Annexure - I
* General terms & conditions in Annexure - II
* Non-Disclosure Agreement in Annexure - III
* Compliance to SA8000 Agreement in Annexure - IV

This letter of Award is being issued to you in duplicate. You are requested to return the duplicate copy signed, dated and stamped on each page as token of your acceptance within 7 days of issuance of LOA.

For POWER SYSTEM OPERATION CORPORATION LIMITED

|  |  |
| --- | --- |
| Accepted  (CONTRACTOR) | M. Nagendra Kumar  Deputy General Manager (C & M)  SRLDC,POSOCO |

**Annexure - I**

**BILL OF QUANTITIES**

**Rupees in words (Seven Lakh, Eighty Nine Thousand, Six Hundred And Fifty Four only)**

**Annexure - II**

**General Terms & Conditions**

**1 . Scope of Work** : The scope of work includes ghGdhghs dgdfshjga fdgfahdsgf hadsfgdasgfhjdasgf dasfgdahsjfgdasjhfgdas fghdasjgf, as per BOQ in Annexure-II and as per terms & conditions of the contract

**2 . Terms of Payment** : Payment shall be made after completion of supply, Installation & acceptance by Engineer-in-charge

**3 . Price Basis** : The Prices quoted shall be on FIRM Basis throughout the contract period.

**4 . Validity** : The prices quoted shall be firm and remain valid for a period of 90 (ninety) days from the date of opening of Tender. Tender received with validity of less than 90 (ninety) days are liable to be rejected

**5 . Taxes and Duties** : GST as applicable shall be paid as per the direction of appropriate State / Central Government. Deductions shall be made at source for Income tax /statutory duties as per rules & regulations in vogue

**6 . Warranty** :

**7 . Contract Performance Guarntee** : The successful bidder on receipt of LOA have to submit Contract Performance Guarantee (CPG) in the form of Bank Guarantee from any Nationalized Bank for 10% of order value valid till AMC Contract period plus three months or on request of contractor Security deposit of 10% of amount shall be deducted from the Quarterly running bill as per POWER SYSTEM OPERATION CORPORATION LIMITED General conditions of contract and the amount deducted as security deposit will be released after three months after completion of Contract period and on certification of Engineer-in-charge. Income tax and other statutory levies if any shall be deducted as applicable

**8 . Security Deposit** : Security deposit of 10% of the bill amount shall be deducted from the bill as per POWER SYSTEM OPERATION CORPORATION LIMITED General conditions of contract and the amount deducted as security deposit will be released after completion of the Warranty Period and on certification by Engineer-in-charge

**9 . Liquidity Damage** : If the Contractor fails to perform the work within the specified period given in the Letter of Award or any extension thereof, with respect to successful completion of supplies, the Contractor shall pay to the Owner as Liquidated Damages and not a penalty, a sum of half percent [0.5%] of the contract price for the delayed portion for each calendar week of delay or part thereof in completion of works and handing over to the Owner. However, the amount of Liquidated Damages for the contract shall be limited to a maximum of Five Percent [5%] of the Total Contract Price.

**10 . Quantity Variation** : During the execution of the contract, the Owner reserves the right to increase or decrease the quantities of items under the contract but without any change in unit price or other terms and conditions. Such variation shall not be subjected to any limitations for the individual items but the total variation in all such items under the contract shall be limited to +/- 20 % of the Total Contract Price.

**11 . Arbitration** : In case of any dispute, the matter shall be referred to the Head of the Region SRLDC, POSOCO, Bangalore whose decision shall be final and binding on both the parties. The Courts situated in Bangalore have exclusive jurisdiction to entertain and try all matters arising out of this contract

**12 . Scope of Work** :

**Special Terms and Conditions of Contract**

**Annexure - III**

**NON-DISCLOSURE AGREEMENT**

Agreement made this on {{loa\_dt}} between **M/s Emcee Sons** and SRLDC of POSOCO Ltd. (hereinafter referred to as SRLDC)

WHEREAS, SRLDC stores and maintains records and data of a highly sensitive and confidential nature, including records and data, the disclosure of which to unauthorized persons or entities is prohibited by law (the “Confidential Information”) and

WHEREAS, the **M/s Emcee Sons** Will be executing vide ref no: SRLDC/C&M/I-4589/2019-20/**PO – {{loa\_no}}** dated : {{loa\_dt}} in connection therewith Renewal of Trend Micro Anti-Virus Software License for SRLDC Office for a period of one year **M/s Emcee Sons** could have the ability and opportunity to view and obtain access to Confidential Information.

NOW, THEREFORE, it is undertaken by **M/s Emcee Sons** as follows:

1. The **M/s Emcee Sons** Shall not directly or indirectly copy, reproduce, remove, alter, delete, modify, edit, transfer, transmit, divulge, or disclose Confidential Information in whole or in part.

2. The **M/s Emcee Sons** shall treat all of the SRLDC’s records, data, and information, including but not limited to Confidential Information, which it has the opportunity to view or access, in a strictly confidential manner.

3. In case it is detected that **M/s Emcee Sons** or its employees has been established that it had resorted to any unauthorized access to or disclosure of Confidential Information **M/s Emcee Sons** will be liable to pay all damages, compensate financial losses and be subjected to all legal actions in the Court of Law.

4. The **M/s Emcee Sons** Shall indemnify, defend, and hold the SRLDC harmless from and against any claim or action related to or arising out of any unauthorized access to or disclosure of Confidential Information by or on behalf of the **M/s Emcee Sons**

IN WITNESS WHEREOF, **M/s Emcee Sons** have executed this Undertaking as a sealed instrument the day and year first above written.

|  |  |
| --- | --- |
| For and on behalf of  **M/s Emcee Sons**  **#25, Krishna Building, Basement**  **Avenue Road, Bangalore City H.O**    **Bangalore,Karnataka-560002**  **Phone : 9343716059** | For and on behalf of  **SRLDC, POSOCO**  **f of** |

**Annexure - IV**

**DECLARATION REGARDING SOCIAL ACCOUNTABILITY**

**From,**

M/s Emcee Sons

#25, Krishna Building, Basement

Avenue Road, Bangalore City H.O

Bangalore,Karnataka-560002

Phone : 9343716059

**To,**

POWER SYSTEM OPERATION CORPORATION LIMITED,

(A Government of India Enterprise),

Southern Regional Load Despatch Centre,

29, Race Course Cross Road,

Bangalore – 560009.

We confirm that we stand committed to all requirements of Social Accountability Standards

i.e. SA8000

(Latest Standard available at [www.sa-intl.org](http://www.sa-intl.org/) ) and maintain the necessary records.

Signature: -

Printed Name:-

Designation:-

Common Seal: -

Place:-

Date: -