POWER SYSTEM OPERATION CORPORATION LIMITED

(**A Government of India Enterprise)**

**SOUTHERN REGIONAL LOAD DESPATCH CENTRE**

**29, RACE COURSE CROSS ROAD, BANGALORE 560009**

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

**Tender Ref No. SRLDC/C&M/ET-39/I-584/2019-20 Date: {{issue\_dt}}**

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 560009, intends to award a Contract for “***Supply Installation & Commissioning of Servers, Virtualization Software and Backup Solution for consolidation of IT Infrastructure at SRLDC, Bangalore*** ” by inviting Open Tender Enquiry. For this purpose, Online Bids are invited from qualified parties.

**Scope of Work:** The Scope of work shall be “***Supply Installation & Commissioning of Servers, Virtualization Software and Backup Solution for consolidation of IT Infrastructure at SRLDC, Bangalore***” conforming to the Technical Specifications and features meeting our requirements as indicated at Section-II of Bid Documents.

**Engineer-in-Charge:** Manager, SL-II , SRLDC, Bangalore shall be the Engineer-in-Charge for the said Contract. The address of the Consignee is General Manager, SL-II, POSOCO, SRLDC, Bangalore.

**Tender Document price (TDP):- ₹ 5000 /- (Rupees Five Thousand only).** The original payment instruments like Demand Draft and Banker Cheque 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 opening Date & Time.

**Earnest Money Deposit (EMD):- ₹ 316000/- (Rupees Three Lakh, Sixteen Thousand only).** The original payment instruments like Demand Draft, Banker Cheque, Bank Guarantee etc. 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 opening Date & Time:-

The Dy. General Manager (Contracts & Management),

SRLDC, Power System Operation Corporation Limited,

29, RACE COURSE CROSS ROAD, BANGALORE 560009

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

Bank A/c No.6576187807

IFS Code IDIB000M010

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 and tender Fee 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***.

**Dy. General Manager (C& M)**

**SRLDC, POSOCO, Bangalore**

cnm@srldc.org

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| --- |
| POSOCO_Final_Logo  **POWER SYSTEM OPERATION CORPORATION LIMITED**  **पावर सिस्टम ऑपरेशन कार्पोरेशन लिमिटेड**  ***Southern Regional Load Dispatch Centre***  29, RACE COURSE CROSS ROAD, BANGALORE 560009  **Supply Installation & Commissioning of Servers, Virtualization Software and Backup Solution for consolidation of IT Infrastructure at SRLDC, Bangalore (E-TENDERING)**O  NTENTS  **Contents :**  Section – I : IFB - Invitation For Bids  Section – II : ITB - Instructions to Bidders  Section – III : GCC - General Conditions of Contract  Section – IV : SCC - Special Conditions of Contract  Section – V : Scope - Scope of works, Work & Safety Regulations,  Qualification Requirement Proforma, and  other requirements  Section – VI : BoQ - Bill of quantities  Section – VII : Forms - Forms & Formats |
| |  |  | | --- | --- | | DOC Reference No. :  **SRLDC/C&M/ET-39/I-584/2019-20** | Issue Date: **{{issue\_dt}}** | |

*Supply Installation & Commissioning of Servers, Virtualization Software and Backup Solution for consolidation of IT Infrastructure at SRLDC, Bangalore*



***Supply Installation & Commissioning of Servers, Virtualization Software and Backup Solution for consolidation of IT Infrastructure at SRLDC, Bangalore***

|  |  |
| --- | --- |
| **PRICE OF BID DOCUMENT** | Rs. 5000/- |

|  |  |
| --- | --- |
| **DATES TO REMEMBER** | |
| **Description** | **Date** |
| Downloading of BID Document | From 17:00 Hrs. {{issue\_dt}} To 14:00 Hrs. {{bid\_sub\_dt}} |
| Last Date of submission of (**Hard Copy**):  (i) Bid Document fee  (ii) EMD/Bid Security | * ***Upto 14:00 Hrs of {{bid\_sub\_dt}}*** * All to be delivered to Dy. General Manager (Contracts) at office address mentioned below.   *Note: Only those Bid offers will be considered for tender opening where all three items/documents are received at SRLDC, Bangalore within given deadline.* |
| Pre-Bid Clarification Meeting | 11:00 Hrs. on {{pre\_bid\_dt}} at SRLDC Office, Bangalore |
| Last Date of Submission of BID (**ON LINE**) | 14:00 Hrs., {{bid\_sub\_dt}} |
| Date of Opening of First Envelope | 14:00 Hrs., {{bod\_dt}} |

|  |  |
| --- | --- |
| **BID SECURITY DEPOSIT** | Rs. 316000/- |

|  |  |
| --- | --- |
| **ESTIMATED COST** | Rs. 15797480.0/- Inclusive of GST |

|  |  |
| --- | --- |
| **BID DOCUMENT SECTIONS** | |
| Section I : IFB | Invitation for BID |
| Section II : ITB | Instruction to Bidder |
| Section III : GCC | General Condition of Contract |
| Section IV : SCC | Special Condition of Contract |
| Section V : TS | Tech.Spec, Scope of work, QR, Work & Safety Regulation |
| Section VI : BoQ | Bill of quantities and schedule of items |
| Section VII : FORMS | Forms & Formats |

**ADDRESS FOR CORRESPONDENCES**

*Dy. General Manager (Contracts), SRLDC, Power System Operation Corporation Limited,*

*No: 29, Racecourse cross Road, Bangalore-560009.*

*(Ph.) 080- 22268726; 9449599179 ; e-mail: cnm@srldc.org*



**पावर सिस्टम ऑपरेशन कार्पोरेशन लिमिटेड**

**POWER SYSTEM OPERATION CORPORATION LIMITED**

***Southern Regional Load Despatch Centre***

*No: 29, Racecourse cross Road, Bangalore-560009*

# **INVITATION FOR BID (IFB)**

**For**

**Supply Installation & Commissioning of Servers, Virtualization Software and Backup Solution for consolidation of IT Infrastructure at SRLDC, Bangalore**

**SECTION - I**

|  |  |
| --- | --- |
| DOC Reference No. :  **SRLDC/C&M/ET-39/I-584/2019-20** | Issue Date: **{{issue\_dt}}** |



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1. **TITLE OF THE WORK/SERVICES**

*“Supply Installation & Commissioning of Servers, Virtualization Software and Backup Solution for consolidation of IT Infrastructure at SRLDC, Bangalore “*

Southern Regional Load Dispatch Centre (SRLDC) of Power System Operation Corporation Limited (POSOCO), Bangalore (A Government of India Enterprise) henceforth, POSOCO having its Southern Regional Office at No: 29, RACE COURSE CROSS ROAD, BANGALORE 560009, intends to award a contract on suitable vendor for aforementioned captioned work in SRLDC, Bangalore by inviting Open Tender Enquiry. For this purpose, Online Bids are invited from qualified parties.

* 1. **Scope of Work:**

The scope of work shall include but not limited to the following aspects:

**Supply Installation & Commissioning of Servers, Virtualization Software and Backup Solution for consolidation of IT Infrastructure at SRLDC, Bangalore**.

The entire works shall be executed as per the enclosed Bill of Quantities (Section-V), Technical Specifications, Contractual documents and as directed by the Engineer-in-Charge of the said Contract.

***However, prospective bidders are requested to inspect the site with prior intimation to the engineer-in-charge, Manager, SL-II, to assess the volume of work and on-site conditions before quoting in the tender. Further, bidders are requested to contact the Engineer-in-charge, Manager, SL-II for any clarification regarding the scope of service/work.***

1. **GENERAL INFORMATION**

A “Single Stage Two Envelops” bidding procedure will be adopted and will proceed as detailed in the Bidding Documents. The bid shall be submitted in two envelops Viz.

## *Envelop – 1 (Technical Qualification): Containing the following in separate envelops:*

1. Compliance of qualifying criteria & documentary evidences for the same **(On-Line)**
2. **Bid security of Rs 316000/-** in form of DD/Bank Guarantee/Banker Cheque/Online (NEFT/RTGS) **(Off-Line)**
3. **Bid documents cost Rs. 5000**/- (inclusive of GST) in form of DD/Bank Guarantee/ Banker Cheque/Online (NEFT/RTGS) **(Off-Line)**

**In the event of non-receipt of above three documents within the given deadline (i.e. 14.00 hrs of {{bod\_dt}}) by SRLDC, POSOCO, the online bid offers submitted by the bidder shall not be entertained and summarily rejected.**

## *Envelop – 2 (Price Bid) : containing commercial offer along with the bidding schedule as enclosed in Section –VI.*

***Technical Part shall be opened first. Bids satisfying the pre-qualifying requirement only shall be evaluated for commercial offer.*** Please ensure that your bid is submitted well in time on or before the due date and time of opening. **Late tenders are not accepted**. POSOCO would not be responsible for any delay whatsoever.

**BIDs shall be submitted as per prescribed formats duly filled in & attached. (**Section –VII **– Forms for Formats details.)**

**For more details refer to section – II Instruction to bidder (ITB).**

All Bids must be accompanied with a bid security of INR **316000**/- and cost of documents of **INR 5000/-**

**Bids not accompanied with valid Bid Security and cost of documents fee, shall not be entertained and will not be evaluated further.**

**Location/Destination:** Southern Regional Load Dispatch Centre,

Power System Operation Corporation Limited,

29, RACE COURSE CROSS ROAD, BANGALORE 560009

**Bid Validity: 180** days from the date of opening of the bid.

**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 and tender Fee 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:**

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”.

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 only through e-procurement. Hard copy of the tender documents will not be accepted in any case.

In case the bidder submits EMD, but, did not upload his bid offer in the Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>, the EMD shall not be accepted. It shall be presumed that the bidder did not submit their bid.

Scope of work, Specification & BOQ

Scope of work is as per section – V in Technical Specifications.

BOQ enclosed in Section - VI, forms and formats enclosed in Section - VII.

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**
2. 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.
3. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
4. 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.
5. 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.
6. 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.
7. 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.
8. **Searching For Tender Documents**
9. 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.
10. 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.
11. 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.
12. **TERMS & CONDITIONS**
    1. **Contract Performance Guarantee**

As a contract performance security, the successful bidder, to whom the contract is awarded, shall be required to furnish contract Performance Guarantee (CPG) from (a) a public sector Bank or (b) from a schedule Indian Bank having paid up capital (net of any accumulated losses)of Rs. 100 crores or above (the latest annual report of the bank should support compliance of capital adequacy ratio requirement) or any foreign Bank or subsidiary of a foreign Bank with overall international corporate rating or rating of long term debt not less than A– (a minus) or equivalent by reputed rating agency in the prescribed format. The guarantee amount shall be equal to 10% of the contract price and it shall guarantee the faithful performance of the contract in accordance with the terms and conditions specified in the NIT document and specification. The contract performance guarantee shall be furnished within 28 days from the date of placement of order and shall be kept valid for a period of 90 days after the end of contract period.

**Alternatively**

**Security Deposit:-**10% of the Billed amount of the successful bidder on request shall be deducted towards security deposit from all running/final bills towards faithful performance of contract. The amount so deducted shall be released 90 days after the end of contract period subject to successful completion of contract and duly certified by the Engineer-in-Charge. The EMD submitted along with the Bid shall be released after deduction of security deposit.

* 1. **Payment Terms**

100% of the monthly billed amount of the contractor (successful bidder), who opted for CPG shall be released within 15 days by e-payment upon successful completion of service and meeting other requirements stipulated in the bidding document, upon certification thereto by the Engineer-in-charge or by his representative at SRLDC. 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 document, upon certification thereto by the Engineer-in-charge or by his representative at SRLDC. Balance 10%, deducted against Security Deposit, will be released 90 days after the end of contract period subject to successful completion of contract and duly certified by the Engineer -in-charge.

* 1. **Taxes & Duties**

Goods and Services Tax, Income Tax etc. shall be deducted at source as applicable. All applicable taxes with rate as on date to be indicated in the bidding schedule.

* 1. **Evaluation of Bid**

The BID shall be evaluated on total price of the contract. Bids not covering the entire range of the scope of the contract shall not be considered for evaluation.

Technical Bid will be opened first. Bids with ambiguously filled Bid data sheet and/or Bids with which sufficient documentary proof supporting the Qualifying requirement and compliance of the product offered with TS is not available is liable for rejection.

Further, the Bidders will be called upon for face-to-face discussion of the technical details of the solution provided. Financial Bids of technically qualified bidders only will be opened after necessary intimation to the successful bidders.

* 1. **Technical Qualification for participating in this Bid**

Qualification of bidder will be based on meeting minimum pass /fail criteria specified below regarding the Bidder’s or its collaborator’s or its associates’ technical experience and financial position as demonstrated by the Bidder’s responses in the corresponding bid schedules. Technical experience and financial resources of any proposed sub-contractor shall not be taken in to account in determining the Bidder’s compliance with the qualifying criteria.

Employer may assess the capacity and capability of the bidder, to successfully execute the scope of work covered under the package within stipulated completion period. The assessment shall inter-alia include:

1. document verification
2. details of work executed, works in hand, anticipated future & balance capacity available for the present scope of work
3. details of, manpower and financial resources
4. details of quality systems in place
5. past experience and performance
6. customer feedback
7. Banker’s feedback etc.

Employer reserves the right to waive minor deviations if they do not materially affect the capability of the bidder to perform the contract.

It is strongly recommended that All Agency/prospective bidders may visit SRLDC/ survey the premises at their own cost to assess the volume of work before submitting their bid offer/price quote.

* + 1. **Essential Qualifying Requirements for Bidder/Company/Firm /Agency**

1. The Agency should be registered with Income Tax and Goods & Services Tax departments.
2. **Bidder should have his own registered office in India** on the originally scheduled date of bid opening mentioned above, and should have its own Bank Account.
   * 1. **Technical Experience**
3. Bidders should have experience in Supply of manpower for Operation Services for DG Sets, UPS, Battery Banks, Air Conditioners, HT & LT Systems to Govt./Semi-Govt./reputed Private Sector Companies/Multinational Companies during the preceding five years reckoned from the date of bid opening, of value as detailed below. (For Eg.: If BOD is 01.05.18 , 5 Years is 01.05.13 to 30.04.18)
4. Three similar Orders of completed supplies, each of value not less than **Rs. 63.19**Lakhs

(OR)

(ii) Two similar Orders of completed supplies, each of value not less than **Rs.78.99** Lakhs

(OR)

1. One similar Order of completed supplies of value not less than **Rs.126.38** Lakhs
2. Also, the Bidder must possess valid license for supplying manpower in Karnataka State located establishments.
3. The bidder should preferably have its own main office/branch office/ support office in Bangalore.
   * 1. **Eligibility Criteria for Joint Ventures**

Unless otherwise mentioned in the Bid document, bids submitted by a joint venture of two or more firms as partners, if allowed as per stipulated Qualifying Requirement of the Bidder described in IFB, shall comply with the following requirements:

(i) The bid shall include all the information required for Attachment 3 as described above for each joint venture partner.

(ii) The bid shall be signed so as to be legally binding on all partners.

(iii) One of the partners responsible for performing a key component of the contract shall be designated as leader; this authorization shall be evidenced by submitting with the bid a power of attorney signed by legally authorized signatories as per Forms & Formats in Section VII.

(iv) The leader shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture, and the entire execution of the contract, including payment, shall be done exclusively with the leader, provided otherwise requested by the joint venture and agreed between the Employer and the leader.

(v) All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.

(vi) A copy of the agreement entered into by the joint venture partners shall be submitted with the bid as per Section -VII, including interalia delineation of responsibilities and obligations of each partners appended thereto, notwithstanding the joint and several liabilities.

(vii) Each of the JV member in their individual capacity, should meet minimum 50% of technical experience stipulated above and 30% of financial eligibility criteria stipulated below for the bidders at ITB.

1. The joint venture agreement should indicate precisely the responsibility of all members of JV in respect of planning, design, manufacturing, supply, installation, commissioning and training. All members of JV should have active participation in execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the Employer; and

In order for a joint venture to qualify, each of its partners or combination of partners must meet the minimum criteria listed in the Qualifying Requirement of the Bidder described in IFB for an individual Bidder for the component of the contract they are designated to perform. Failure to comply with this requirement will result in rejection of the joint venture bid.

A firm can be a partner in only one joint venture; bids submitted by joint ventures or consortia including the same firm as partner will be rejected.

In the case of a Bidder who offers to supply and/or install plant and equipment under the contract that the Bidder did not manufacture or otherwise produce and/or install, the Bidder shall

1. have the financial and other capabilities necessary to perform the contract
2. have been duly authorized by the manufacturer or producer of the related plant and equipment or component as per proforma to supply and/or install that item in the Employer’s country; and
3. be responsible for ensuring that the manufacturer or producer complies with the requirements of ITB and meets the minimum criteria listed for an individual Bidder for that item.

In case, the bidder is a holding company, the QR mentioned in Sl. No. (i),(ii) & (iii) above shall be that of holding company only (i.e. excluding its subsidiary / group companies). In case, the bidder is a subsidary company, the QR mentioned in Sl. No. (i),(ii) & (iii) above shall be that of subsidary company only (i.e. excluding its holding company).

* + 1. **Financial Position :-**
  1. Minimum Average Annual Turnover (MAAT)\* for best three financial years out of last five financial years of the bidder should be **Rs. 236.96 Lakhs**.

\*Note: - Annual total income as incorporated in the profit & loss account except non-recurring income e.g. sale of fixed assets.(CA Audited balance sheet may be enclosed)

* 1. In case bidder is a holding company, the financial position in turn referred to in clause (ii) above shall be of that holding company only (i.e. excluding its subsidiary / group companies). In case bidder is a subsidiary of a holding company, the financial position in turn referred to in clause (ii) above shall be of that subsidiary company only (i.e. excluding its holding company).

**Bidder must submit necessary documentary evidences in support of the pre-qualifying criteria stated above. Absence of sufficient documentary proof establishing bidders’ compliance with the pre-qualifying requirements may lead to disqualification.**

* + 1. **Quality Assurance Certification**

The Bidder preferably have the following quality assurance certification issued by any authorized agency and valid as on the originally schedule date of bid opening.

Non-accreditation through above certification though does not disqualify the bidder for participation. However, necessary weightage for the same shall be given during technical evaluation.

1. ISO 9001:2008 Quality Management System
2. ISO 27001:2005 Information Security Management System (Preferable)
   1. **Other relevant details**
3. The complete Bidding Documents including tender drawings (if, any) are available at SRLDC’s website www.SRLDC.org and www.SRLDC.in Interested bidders can download the Bidding Documents and commence preparation of bids to gain time.
4. Interested eligible bidders may obtain further information from and inspect the Bidding Documents at the office of Dy. General Manager (C&M), SRLDC, Bangalore, POSOCO at the address given above from 10:00 hours (IST) to 17:00 hours (IST) on all working days during the period of publication/downloading of Bidding Documents.
5. Tender Fees: Interested Bidders will be required to furnish a nonrefundable fee of INR 5000/- in the form of demand draft in favor of Power System Operation Corporation Ltd., payable at Bangalore, and the tender fees must be forwarded to Dy. General Manager (Contracts), SRLDC at the address given below, so as to reach on or before 14:00 hrs. of {{bod\_dt}}
6. The Bidding Documents are meant for the exclusive purpose of bidding against this specification and shall not be transferred to any other party or reproduced or used otherwise for any purpose other than for which they are specifically issued.
7. POSOCO reserves the right to cancel/withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.
8. All correspondence with regard to the above shall be to the following address (By Post/In Person).
   1. **Contractual Queries:**

Dy. General Manager (Contracts and Materials)

Southern Regional Load Dispatch Centre,

Power System Operation Corporation Limited,

No : 29, Race course cross Road, Bangalore-560009.

(Ph.) 080- 22268726; 9449599179 ; e-mail: cnm@srldc.org

* 1. **Technical Queries:**

Manager, SL-II,

Southern Regional Load Dispatch Centre,

Power System Operation Corporation Limited,

No : 29, Race course cross Road, Bangalore-560009.

(Ph.) 080- 22268726; 9449596070 ; e-mail: murugavell@srldc.org

* 1. **Financial Queries/Paying Authority:**

Deputy General Manager (F&A),

Southern Regional Load Dispatch Centre,

Power System Operation Corporation Limited,

No : 29, Race course cross Road, Bangalore-560009.

(Ph.) 080- 22268726; e-mail: [srldcfin@yahoo.com](mailto:srldcfin@yahoo.com)

For more information on SRLDC, POSOCO, visit our site at www.srldc.org or www.srldc.in

1. **OTHER GENERAL CONDITIONS**
   1. **Safety of Personnel**

The bidder shall be responsible for the safety of your staff and workers while working in our premises against all accidents, damages or loss of life. It shall be your responsibility to immediately arrange for hospitalization, medical attendance in case of any accident or loss of life and it shall be your responsibility to meet the expenditure of such loss or accidents and to compensate for and/or arrange Insurance Coverage to your personnel. POSOCO, SRLDC shall not sustain any responsibility due to any damage suffered by your personnel on above grounds. However, you shall take utmost care towards safety of your personnel working in our premises.

* 1. **Force Majeure**

If this Contract during its continuance be prevented or delayed by reason of any War hostility, Acts of the public enemy, Civil commotion, National crisis, Sabotage, Fire, Flood, Earthquake, Lockout, Strike and any other Acts of God then provided notice of happening of such eventuality is given by the seller to the buyer within seven days from the date of its occurrence, neither party shall by reason of such eventuality be entitled to terminate the Contract and neither will the buyer have any claim for damage for delay in performance. However, if the work is suspended by force majeure condition lasting more than two months, the purchaser shall have the option of canceling the Contract in whole or part thereof at his discretion.

* 1. **Settlement of Disputes/Arbitration**

All differences and/or disputes arising out of the contract shall be settled mutually but if required, the same would be resolved by arbitration as per the provision of the Arbitration & Conciliation Act 1996. Executive Director, SRLDC, Bangalore, Power System Operation Corporation Ltd. shall be the sole arbitrator and if the Executive Director, SRLDC is unable or unwilling to act as the sole Arbitrator, some other person appointed by the CMD, POSOCO will be the Arbitrator. The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract. The venue of the arbitration shall be such place as may be fixed by the Arbitrator. The cost of arbitration shall be borne by the parties to the dispute, as may be decided by the Arbitrator. The court of Bangalore shall have exclusive jurisdiction in all matters arising under the contract including execution of Arbitration awards.

* 1. **Limitation of Liability**

Notwithstanding anything contained herein, neither Party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, speculative, exemplary, consequential or incidental damages (including, without limitation, loss of use, data, revenue, profits, business), irrespective of whether it had an advance notice of the possibility of any such damages under this contract and the aggregate liability of the bidder, under this contract, shall not exceed the fees (excluding reimbursements) received by it under this contract during the six months preceding the date of such claim. Total Aggregate liability of the bidder for all claims shall not exceed the total fees received by them under this contract.

* 1. **Information Security Assurance**

The Bidder will be exposed, by virtue of the contracted activities, to internal business information of POSOCO, affiliates, business partners and /or customers. The bidder would be required to provide an undertaking that they will not use or pass to anybody the data/information derived by virtue of execution of this contract in any form. The bidder must safeguard the confidentiality of POSOCO, applications and data. For this bidder and his employees are required to sign Non-disclosure agreement with POSOCO.

Disclosure of any part of the afore mentioned information to parties not directly involved in providing the services requested, unless required to do so by the Court of Law or other Statutory Authorities, could result in premature termination of the contract. POSOCO may apart from blacklisting the bidder, initiate legal action against the bidder for breach of trust. The bidder shall also not make any news release, public announcements or any other reference on the development or contract without obtaining prior written consent from the POSOCO.

* 1. **Work Completion Schedule:**

On award, the vendor shall be required to accept the LOA and shall mobilize necessary Manpower, Installation / Pre-configuration process within 7 days from placement of award. The AMC contract shall be for **2(Two) Years** from date of completion of mobilization and taken over of the system for AMC.

* 1. **PF Certification Requirement**

Certificate for statutory compliance to be submitted.

* 1. **Compliance to SA 8000**

The bidders are required to comply with the requirements of Social Accountability Standards (SA 8000:2008). The main clauses are enclosed (requirements of SA 8000:2008) along with the format for declaration regarding social accountability as Annexure. The enclosed declaration must be submitted along with the bid.

##### 



**पावर सिस्टम ऑपरेशन कार्पोरेशन लिमिटेड**

**POWER SYSTEM OPERATION CORPORATION LIMITED**

***Southern Regional Load Despatch Centre***

*No : 29, Race course cross Road, Bangalore-560009*

# **INSTRUCTION TO BIDDER (ITB)**

**For**

**Supply Installation & Commissioning of Servers, Virtualization Software and Backup Solution for consolidation of IT Infrastructure at SRLDC, Bangalore**

**SECTION - II**

SECTION - IV

|  |  |
| --- | --- |
| DOC Reference No. :  **SRLDC/C&M/ET-39/I-584/2019-20** | Issue Date: **{{issue\_dt}}** |

1. **Title Of The Work/Services**

Supply Installation & Commissioning of Servers, Virtualization Software and Backup Solution for consolidation of IT Infrastructure at SRLDC, Bangalore.

**Preamble**

This section (Section–II) of the Bidding Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Employer. It also provides information on bid submission, opening and evaluation and on contract award. This Section (Section II) contains provisions that are to be used unchanged unless amended.

However, provisions governing the performance of the Contractor, payments under the contract or matters affecting the risks, rights and obligations of the parties under the contract are not included in this section but instead under Section–III: General Conditions of Contract and/or Section – IV: Special Conditions of Contract of this document.

Bidders may note that the Employer has uploaded its 'Works & Procurement Policy and Procedure’ (Vol.-I & II) along with its Modification/Amendment on Capacity and Capability Assessment – regarding new parties undertaking to POSOCO's website. Those Bidders who wish to peruse the same may visit [www.posoco.in.](http://www.posoco.in.) However, it shall be noted that no other party, including the Bidder/Contractor, shall derive any right from this 'Works & Procurement Policy and Procedure' documents or have any claim on the Employer on the basis of the same. The respective rights of the Employer and Bidders/Contractors shall be governed by the Bidding Documents/Contracts signed between the Employer and the Contractor for the respective package(s). The provisions of Bidding Documents shall always prevail over that of 'Works & Procurement Policy and Procedure' documents in case of contradiction.

Further in all matters arising out of the provisions of this Section–II of the Bidding Documents, the laws of the Union of India shall be the governing laws and courts of Bangalore shall have exclusive jurisdiction.

1. **The Owner/ Employer details:**

***Southern Regional Load Dispatch Centre,***

Power System Operation Corporation Limited (A Government of India Enterprise)

No. 29, Race course cross Road, Bangalore-560009

(Ph.) 080- 22268726; 9449599179 ; e-mail: [cnm@srldc.org](mailto:cnm@srldc.org)

Kind Attn.: ***Contractual queries***: Dy. General Manager (C&M), SRLDC

***Engineer-in-charge***: Manager, SL-II, SRLDC

***Paying Authority***: Dy. General Manager (F&A), SRLDC

1. **Introduction**
   1. **Source of Funds**

The Owner named above intends to use domestic funding (Owner’s Internal Resources/ Domestic Borrowings/Bonds) for this Project.

All eligible payments under the contract for the package for which this Invitation for Bids is issued shall be made by the designated paying authority of the owner named above in Indian Rupees.

* 1. **Eligible Bidders**
     1. This Invitation for Bids, issued by the Employer is open to all firms including company(ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956, and eligible to bid as per qualifying requirement, barring Government Department as well as foreign bidders/MNCs not registered and incorporated in India and those bidders with whom business is banned by the Employer.
     2. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
        1. they have a controlling partner in common; or
        2. they receive or have received any direct or indirect subsidy from any of them; or
        3. they have the same legal representative for purposes of this bid; or
        4. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
        5. a Bidder submits more than one bid in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under clause 20.0. This will result in the disqualification of all such bids. However, this does not limit the participation of a Bidder as a subcontractor in another bid, or of a firm as a subcontractor in more than one bid; or
        6. a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Plant and Installation Services that are the subject of the bid.
        7. a Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Project Manager for the contract.
     3. The Bidder, directly or indirectly shall not be a dependent agency of the Employer.
     4. The Bidder shall meet the qualifying requirements and other terms & conditions stipulated at appropriates places in this bidding document
  2. **Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid including post-bid discussions, technical and other presentations etc., and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

1. **The Bidding Document**
   1. **Content of Bidding Documents**
      1. The facilities required, bidding procedures, contract terms and technical requirements are described in the Bidding Documents. The Bidding Documents comprise the following and shall include amendments, if any, thereto:

|  |  |  |
| --- | --- | --- |
| Section I |  | Invitation for Bids (IFB) |
| Section II |  | Instructions to Bidders (ITB) |
| Section III |  | General Conditions of Contract (GCC) |
| Section IV |  | Special Conditions of Contract (SCC) |
| Section V |  | Tech Spec., Scope of work, QR and Work & Safety Regulations |
| Section VI |  | Bill of Quantities and schedule of items |
| Section VII |  | Sample Forms and Format |

* + 1. The Bidder is expected to examine all instructions, forms, terms, specifications and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder’s risk and may result in rejection of its bid.
  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 fourteen (14) 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. The Bidder is advised to visit and examine the site(s) where the facilities are to be installed and its surroundings and obtain for itself on its own responsibility and cost all information that may be necessary for preparing the bid and entering into a contract for supply and installation of the facilities. The costs of visiting the site shall be at the Bidder’s own expense.
     3. The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection on prior request, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
     4. The Bidder’s designated representative(s) is/are invited to attend a pre-bid meeting, which, if convened, will take place at the venue and time stipulated herein below. The purpose of the meeting will be to clarify any issues regarding the Bidding Documents in general and the Technical Specifications in particular. The Bidder is requested, as far as possible, to submit any question in writing, to reach the Employer 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 as indicated hereafter. Minutes of the meeting, including the text of the questions raised (without identifying name of the bidders) and the responses given, together with any responses prepared after the meeting, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in ITB Sub-Clause 5.1, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB Clause 7 and not through the minutes of the pre-bid meeting.

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

*The Pre-bid Clarification meeting shall be convened at the venue and schedule as brought out below:*

**Southern Regional Load Dispatch Centre,**

**Power System Operation Corporation Limited,**

**No : 29, Race course cross Road, Bangalore-560009.**

**(Ph.) 080- 22268726; 9449599179 ; e-mail:** [**cnm@srldc.org**](mailto:cnm@srldc.org)

**Time and date for Pre-bid clarification meeting**

**Date : {{pre\_bid\_dt}}**

**Time: 11.00 hours (Indian Standard Time)**

**Co-ordinator : Dy. General Manager (C&M), SRLDC**

* 1. **Amendment of Bidding Documents**
     1. At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents.
     2. The amendment will be notified in writing or by cable to all prospective bidders who have purchased the Bidding Documents and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid.
     3. In order to afford reasonable time to the prospective Bidders to take the amendment into account in preparing their bid, the Employer may, at its discretion, extend the deadline for the submission of bids, in such cases, the Employer will notify all bidders in writing of the extended deadline.

1. **Preparation of Bids**
   1. **Tender Document Price**
      1. The Bidder shall furnish, as part of its bid, a non-refundable amount price for bid document in the currency as indicated below.

***The amount of Tender document price shall be: Rs.5000/- (Rupees Five Thousand only)***

The Tender document price shall, be in the form of a DD/Bank Guarantee/ Banker Cheque/Online (NEFT/RTGS) in favor of ‘**Power System Operation Corporation Limited**’ payable at Bangalore from a reputed commercial bank.

* + 1. 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 and tender Fee 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.
    2. Any bid not accompanied by a Tender document price or valid MSME/NSIC registration certificate or certificate issued by any other designated Authority of GOI under the Public Procurement Policy for MSEs as the case may be, shall be rejected by the Employer as being non-responsive.
  1. **Language of Bid**
     1. The bid prepared by the Bidder and all correspondence and documents exchanged by the Bidder and the Employer related to the bid shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by English translation of its pertinent passages, in which case, for purposes of interpretation of the bid, the English translation shall govern.
  2. **Bid Currencies**
     1. Prices shall be quoted in Indian Rupees Only.
  3. **Bid Security**
     1. The Bidder shall furnish, as part of its bid, a bid security in the amount and currency as indicated below.

***The amount of Bid Security shall be: Rs.316000/- (Rupees Three Lakh, Sixteen Thousand only)***

The bid security shall, at the bidder’s option, be in the form of a crossed bank draft/pay online(NEFT/RTGS)/ pay orders in favor of ‘**Power System Operation Corporation Limited**’ payable at Bangalore from a reputed commercial bank or a bank guarantee from a scheduled commercial bank selected by the bidder and located in India. The format of the bank guarantee shall be in accordance with the form of bid security included in the Bidding Documents. Bid security shall remain valid for a period of thirty (30) days beyond the original bid validity period, and beyond any extension subsequently requested.

* + 1. Any bid not accompanied by a bid security or an acceptable bid security shall be rejected by the Employer as being non-responsive.
    2. The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than twenty-eight (28) days after the expiration of the bid validity period.
    3. The successful Bidder shall be required to keep its bid security valid for a sufficient period till the performance security(ies) are furnished to the satisfaction of the Employer. The bid security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement, and has furnished the required performance security.
    4. The bid security may be forfeited
       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 a Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid or
       4. in the case of a successful Bidder, if the Bidder fails within the specified time limit
          1. to sign the Contract Agreement, or
          2. to furnish the required performance security (ies )and/or to keep the bid security valid.
    5. No interest shall be payable by the Employer on the above Bid Security.
  1. **Period of Validity of Bid**
     1. Bids shall remain valid for the period of 180 days after the date of opening of Techno - Commercial Part i.e. First Envelope, prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as being non-responsive.
     2. In exceptional circumstance, the Employer may solicit the Bidder’s consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by cable. If a Bidder accepts to prolong the period of validity, the bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required or permitted to modify its bid.
  2. **Format and Signing of Bid**
     1. The bid shall contain no alterations, omissions or additions, unless such corrections are initialed by the person or persons signing the bid.
     2. The Bidder shall furnish information as described in the last paragraph of the Bid Form on commissions or gratuities, if any, paid or to be paid to agents relating to this bid, and to contract execution if the Bidder is awarded the contract.

1. **Submission of Bids**
   1. **Submission of Bids**
      1. The Bidder shall submit the bid on line in two part i.e First Part (Techno – Commercial Part) and Second Part (Price Part).

***First Part (Technical Part)*** Bid consisting inside the following

1. Tender document price ( in original hard copy to be submitted off line)
2. Bid Security ( in original hard copy to be submitted off line)
3. Techno-Commercial Offer.(on line)

***Second Part (Price Part)***: Price Bid”.

* + 1. **Tender document price, Bid Securities** in original shall be submitted in separate superscripted envelopes (one for Tender document price, another for Bid Security) within the stipulated date.

All the envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared “late.”

* 1. **Deadline for Submission of Bids**
     1. Bids must be submitted ONLINE in e-procurement portal at [www.eprocure.gov.in](http://www.eprocure.gov.in) by the bidder no later than the time and date specified. Bids once submitted by the bidder shall not be returned except otherwise provided in the Bidding Documents.

***Last Date & Time of submission of BID: 14:00 Hrs. {{bid\_sub\_dt}}.***

* + 1. The Employer may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents for the reasons specified therein at any time prior to opening of bids by the Employer, in which case all rights and obligations of Employer and bidders will thereafter be subject to the deadline as extended.

1. **Late Bids**

Any bid received by the Employer after the bid submission deadline prescribed by the Employer, will be rejected and returned unopened to the Bidder.

1. **Modification and Withdrawal of Bids**
   1. The Bidder may modify or withdraw its bid after submission, provided that modification or written notice of withdrawal is received by the Employer prior to the deadline prescribed for bid submission.
   2. The Bidder’s modifications shall be prepared, sealed, marked and dispatched as follows:
      1. The Bidders shall provide an original and two number of copies of any modifications to its bid, clearly identified as such, in two inner envelopes duly marked “Bid Modifications …… Envelope —Original” and “Bid Modifications …… Envelope —Copies.” The inner envelopes shall be sealed in an outer envelope, which shall be duly marked “Bid Modifications.”
      2. Other provisions concerning the marking and dispatch of bid modifications shall be in accordance with ITB clauses.
   3. A Bidder wishing to withdraw its bid shall notify the Employer in writing prior to the deadline prescribed for bid submission. The notice of withdrawal shall
      1. be addressed to the Employer at the address named owner / employer details, and
      2. bear the contract name, the IFB number, and the words “***Bid Withdrawal Notice***.” Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid.
   4. No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its bid security.
2. **Bid Opening and Evaluation**
   1. **Opening of First Part by Employer**
      1. The Employer will open the First Part i.e. Technical Part on line, including withdrawals and modifications made pursuant to ITB Clause 16, in the presence of bidders’ designated representatives who choose to attend, at the time, date, and location stipulated below.

**Date & Time of Opening of First part: 14:00 Hrs. {{bod\_dt}}.**

The bidders’ representatives who are present shall sign a register evidencing their attendance. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the bids will be received up to the appointed time on the next working day.

* + 1. For all the Bids, the bidders’ names, the presence of bid security and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Subsequently, all documents marked “Modification” shall be opened and the submissions therein read out in appropriate detail. No bid shall be rejected at bid opening except for late bids pursuant to ITB Clause 15 and bid security. Such bids shall not be entertained. However, opening of bid, whether or not accompanied with the bid security, shall not be construed to imply its acceptability which shall be examined in detail pursuant to the provisions contained in this Section-II.
    2. The Employer shall prepare minutes of the bid opening in the form of Bid Opening Statement, including the information disclosed to those present in accordance with ITB Sub-Clause 17.3.
    3. Bids not opened at bid opening shall not be considered further for evaluation, irrespective of the circumstances and shall be returned to the Bidder unopened.

1. **Clarification of Bids**

During bid evaluation, the Employer may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

1. **Preliminary Examination of Technical part ( Part-I)**
   1. The Employer will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
   2. The Employer may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, whether or not identified by the Bidder.
   3. Prior to the detailed evaluation, the Employer will determine whether each bid is of acceptable quality, is complete and is substantially responsive to the Bidding Documents. Any deviations, conditionality or reservation introduced in the Bid Form, Technical Data Sheets and covering letter, or in any other part of the bid will be reviewed to conduct a determination of the substantial responsiveness of the bidder’s bid. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the Employer’s rights or the successful Bidder’s obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.
      1. Bids containing deviations from critical provisions relating to GCC Clauses 8.0 (Governing Law), 9.1 (Terms of Payment), 6.0 (Performance Security), 18 (Taxes and duties, 21.0 (Limitation of Liability), 22.0 (Settlement of Disputes), 16.0 (Arbitration) and Form of Contract Agreement (Price Adjustment) will be considered as non- responsive.
      2. Regarding deviations, conditionality or reservations introduced in the bid, which will be reviewed to conduct a determination of substantial responsiveness of the Bidder’s bid as stated in ITB Sub-Clause 12.3, the order of precedence of these documents to address contradictions, if any, in the contents of the bid, shall be as follows:
         1. Covering Letter
         2. Bid Form
         3. Technical Data Sheet
         4. Any other part of the bid

Contents of the document at Sr. No. I above will have overriding precedence over other documents (Sr. No. II to IV above). Similarly, contents of document at Sr. No. II above will have overriding precedence over other documents (Sr. No. III to IV above), and so on.

* 1. If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Employer’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

1. **Qualification**
   1. The Employer will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified, as per the Qualification Requirement specified in IFB to satisfactorily perform the contract. The Employer shall be the sole judge in this regard and the Employer’s interpretation of the Qualification Requirement shall be final and binding.
   2. The determination will take into account the Bidder’s financial, technical capabilities including production capabilities, in particular the Bidder’s contract work in hand, future commitments & current litigation and past performance. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder to the bid, as well as such other information as the Employer deems necessary and appropriate. This shall, however, be subject to assessment that may be carried out, if required, by the Employer as per the provisions of cl.6.0 of IFB. The employer shall be the sole judge in this regard.
   3. Each Bidder shall submit with its Techno-Commercial Part (First Part) the following attachments:
2. **Attachment 1: Tender document price (off line hard copy)**

A tender document price (hard copy) in sealed separate envelope in accordance with ITB.

1. **Attachment 2: Bid Security (off line hard copy)**

A bid security (hard copy) in sealed separate envelope in accordance with ITB.

1. **Attachment 4: Power of Attorney**

A power of attorney, duly notarized, indicating that the person(s) signing the bid has (ve) the authority to sign the bid and thus that the bid is binding upon the Bidder during full period of its validity, in accordance with ITB

1. **Attachment 5: Bidder’s Eligibility and Qualifications**

In the absence of prequalification, documentary evidence establishing that the Bidder is eligible to bid in accordance with ITB Clause 2 and is qualified to perform the contract in accordance with qualifying requirement described in IFB, if its bid is accepted.

The documentary evidence of the Bidder’s eligibility to bid shall establish to the Employer’s satisfaction that the Bidder, at the time of submission of its bid, is eligible as defined in ITB Clause 2.

The documentary evidence of the Bidder’s qualifications to perform the contract, if its bid is accepted, shall establish to the Employer’s satisfaction that the Bidder has the financial, technical, production, procurement, shipping, installation and other capabilities necessary to perform the contract, and, in particular, meets the experience and other criteria outlined in the Qualifying Requirement of the Bidder described in IFB and shall also include:

The complete annual reports together with Audited statement of accounts of the company for last five years of its own (separate) immediately preceding the date of submission of bid.

[**Note I**. In the event the Bidder is not able to furnish the above information of its own (i.e., separate), being a subsidiary company and its accounts are being consolidated with its Group/ Holding/ Parent company, the Bidder should submit the audited balance sheet, income statement, other information pertaining to it only (not of its Group/Holding/Parent company) duly certified by any one of the authority [(i) Statutory Auditor of the Bidder/(ii) Company Secretary of the Bidder a (iii) A certified Public Accountant] certifying that such information/documents are based on the audited accounts as the case may be.]

[**Note II**. Similarly, if the Bidder happens to be a Group/Holding/ Parent company, the Bidder should submit the above documents/information of its own (i.e., exclusive of its subsidiaries) duly certified by any one of the authority mentioned in Note I above certifying that this information/documents are based on audited accounts, as the case may be.]

Unless otherwise mentioned in the Bid document, bids submitted by a joint venture/authorized service provider of original manpower supply contractor, if allowed as per stipulated Qualifying Requirement of the Bidder described in IFB, shall comply with the following requirements:

* 1. The bid shall include all the information required for Attachment 3 as described above for each joint venture /authorized service provider of original manpower supply contractor.
  2. The bid shall be signed so as to be legally binding on all partners.
  3. Joint venture/authorized service provider of original manpower supply contractor shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.

(vi) A copy of the agreement entered into by the joint venture partners shall be submitted with the bid as per Form-9,10 of Section -VII, including interalia delineation of responsibilities and obligations of each partners appended thereto, notwithstanding the joint and several liability.

In order for a joint venture/authorized service provider of original manpower supply contractor to qualify, each of its partners or combination of partners must meet the minimum criteria listed in the Qualifying Requirement of the Bidder described in cl.6.0 of IFB for an individual Bidder for the component of the contract they are designated to perform. Failure to comply with this requirement will result in rejection of the joint venture /authorized service provider of original manpower supply contractor bid.

A firm can be a partner in only one joint venture/authorized service provider of original manpower supply contractor; bids submitted by joint ventures or consortia including the same firm as partner will be rejected.

1. **Attachment 6: Declaration regarding Social Accountability**

The Bidder shall complete the accompanying **Declaration regarding Social Accountability (SA-8000) as per section –VII of this NIT (FORMS AND FORMATS)**, duly signed by the person signing the bid and shall be returned by the Bidder.

1. **Attachment 7: Information for E-payment, PF details Including statutory declaration for PF in prescribed format and declaration regarding Micro/Small & Medium Enterprises**
2. **Attachment 8: Additional Information**
   1. Certificate from their Banker(s) indicating various fund based/non fund based limits sanctioned to the Bidder and the extent of utilization as on date. Such certificate should have been issued not earlier than three months prior to the date of bid opening. Wherever necessary the Employer may make queries with the Bidders’ Bankers.
   2. Detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years. A consistent history of awards involving litigation against the Bidder or any partner of JV may result in rejection of Bid.
   3. Any other information which the Bidder intends to furnish.
3. **Attachment 9: Bidding schedule.**
   1. The Employer may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, affecting the capability of the Bidder to perform the Contract.
   2. An affirmative determination will be a prerequisite for the Employer to evaluate the Techno - Commercial Part and open the Second Envelope of the Bidder. A negative determination will result in rejection of the Bidder’s bid.
4. **Evaluation of Techno - Commercial Part (First Envelope)**

The Employer will carry out a detailed evaluation of the bids of the qualified bidders in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Employer will examine the information supplied by the bidders, and other requirements in the Bidding Documents, taking into account the following factors:

1. overall completeness and compliance with the Technical Specifications; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.
2. achievement of specified performance criteria by the facilities
3. acceptance of manpower service terms & conditions by the bidder with time schedule, spares, manpower availability etc. during contract period as indicated in the bidding document.
4. any other relevant technical factors that the Employer deems necessary or prudent to take into consideration.
5. any deviations to the commercial and contractual provisions stipulated in the Bidding Documents.
6. **Opening of Price part (Part-II) :**
   1. The Second Envelope i.e., Price Part of only those Bidders shall be opened who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract. Such Bidders shall be intimated about the date and time for opening of Price Part i.e., Second Envelope of the Bids by the Employer. A negative determination of the bids shall be notified by the Employer to such Bidders and the Second Envelope submitted by them shall not be opened and bid security shall be returned.
   2. The Employer will open Second Part i.e., Price Part at the specified time and date in the presence of bidders’ designated representatives who choose to attend, at the time, date, and location stipulated in the intimation for opening of Second Envelope. The bidders’ representatives who are present shall sign a register evidencing their attendance.
   3. The bidders’ names, the Bid Prices, including any alternative Bid Price or any discounts, and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. The prices and details as may be read out during the bid opening and recorded in the Bid Opening Statement would not be construed to determine the relative ranking amongst the Bidders, or the successful Bidder, and would not confer any right or claim whatsoever on any Bidder. The successful Bidder (also referred to as the L1 Bidder) shall be determined as per the provisions of this Section – II and considered for award of contract.
   4. The Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance.
   5. Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
7. **Conversion to Single Currency**

This shall not be applicable as domestic firms are required to quote the prices in Indian Rupees only.

1. **Evaluation of Second Part (Price Part)**
   1. The Employer will examine the Price Parts (Second Envelopes) to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
   2. The Price Part containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the First Envelope are liable to be rejected.
   3. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. However, in case of items quoted without indicating any quantity or the items for which the quantities are to be estimated by the Bidder, the total price quoted against such items shall prevail. If there is a discrepancy between words and figures, the amount in words will prevail. The subtotal, total price or the total bid price, irrespective of the discrepancy between the amount indicated in words or figures shall be rectified in line with the procedure explained above. If the Bidder does not accept the correction of errors, its bid will be rejected and the amount of Bid Security forfeited.

The prices of all such item(s) against which the Bidder has not quoted rates/amount (viz., items left blank or against which ‘-‘ is indicated) in the Price Schedules will be deemed to have been included in other item(s).

If the discount(s)/rebate(s) offered by the Bidder is a percentage discount and the price component(s) on which the said discount is not indicated in the bid, the same shall be considered on the total bid price [i.e. proportionately on each price component], in the event of award. However, if lump-sum discount is offered, the same shall be considered in full on the Ex- works price component (by proportionately reducing Ex-works price of individual items), in case of award. Further, Conditional discounts/rebates, if any, offered by the bidder shall not be taken into consideration for evaluation. It shall, however, be considered in case of award.

In respect of taxes, duties and other levies indicated by the Bidder in the Bid, which are reimbursable in line with the provisions of the Bidding Documents, the applicable rate and amount thereof shall be ascertained by the Employer based on which, if required, necessary rectification and arithmetical correction shall be carried out by the Employer. The rate and amount so ascertained by the Employer shall prevail.

The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In case of any inconsistency in the prices furnished in the specified price schedules to be identified in Bid Form for this purpose, the Employer shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of the Contract use the lowest of the prices in these schedules.

* 1. The comparison shall be on the total price. No individual price comparison shall be made.

The comparison shall also include the applicable taxes, duties and other levies, which are reimbursable in line with the provisions of the Bidding Documents.

* 1. Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an “Evaluated Bid Price.” Bid prices quoted by bidders and rectified as per ITB Sub Clause 24.2 shall remain unaltered.

1. **Purchase/ Domestic Preference**

Purchase Preference as admissible under the policy of Government of India in vogue will be allowed to Central Public Sector Enterprises in evaluation and comparison of bids.

1. **Confidentiality and Contacting the Employer**
   1. After the public opening of bids, information relating to the examination, clarification, and evaluation of bids and recommendations concerning awards shall not be disclosed to Bidders or other persons not officially concerned with this process until the publication of contract award. From the time of bid opening to the time of contract award, if any Bidder wishes to contact the Employer on any matter related to its bid, it should do so in writing.
   2. Any effort by a Bidder to influence the Employer in the Employer’s bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder’s bid. The Employer shall be the sole judge in this regard.

**Award of Contract**

1. **Award Criteria**
   1. Subject to ITB, the Employer will award the contract to the successful Bidder (also referred to as the L1 Bidder) whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder is determined to be qualified, as per the Qualification Requirement specified in IFB to perform the contract satisfactorily.
   2. The Employer may request the Bidder to withdraw any of the deviations listed in the winning bid.
2. **Employer’s Right to Accept any Bid and to Reject any or all Bids**

The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action.

1. **Notification of Award**
   1. Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing, that its bid has been accepted. The notification of award will constitute the formation of the contract.
   2. The Employer shall publish the results on its website, identifying the bid and Specification numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated;

(iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.

The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with above, requests in writing the grounds on which its bid was not selected.

* 1. Upon the successful Bidder’s furnishing of the performance security the Employer will promptly discharge the bid securities.

1. **Signing the Contract Agreement**
   1. At the same time as the Employer notifies the successful Bidder that its bid has been accepted, the Employer in consultation with the Bidder will prepare the Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
   2. The Contract Agreement shall be prepared within twenty-eight (28) days of the Notification of Award and the successful Bidder and the Employer shall sign and date the Contract Agreement immediately thereafter.
2. **Performance Security**
   1. Within twenty-eight (28) days after receipt of the Notification of Award, the successful Bidder shall furnish the performance security for 10% (Ten percent) of the contract price plus additional performance securities, if any, in line with the requirement of this bidding document.
   2. Security Deposit:-10% of the Billed amount of the successful bidder shall be deducted towards security deposit from all running/final bills towards faithful performance of contract. The amount so deducted shall be released 90 days after the end of contract period of two years subject to successful completion of contract and duly certified by the Engineer-in-Charge. The EMD shall be adjusted against security deposit.
   3. Failure of the successful Bidder to comply with the requirements of ITB Clause 30 or Clause 31 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
3. **Payment Terms**

100% of the monthly billed amount of the successful bidder, who opted for CPG shall be released within 15 days by e- payment after successful implementation of the job as certified by the Engineer-in-charge or by his representative at the SRLDC office premises of POSOCO. 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 the month and as certified by the Engineer- in -charge or by his representative at the at the SRLDC office premises of POSOCO. Balance 10%, deducted against Security Deposit, will be released 90 days after the end of contract period subject to successful completion of contract and duly certified by the Engineer-in -Charge

1. **Fraud and Corruption**

It is the Employer’s policy that requires the Bidders, suppliers and contractors and their subcontractors under the contracts to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer:

1. defines, for the purpose of this provision, the terms set forth below as follows:
   1. “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
   2. “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
   3. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
   4. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
   5. “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an Employer’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;

Or (bb) acts intended to materially impede the exercise of the Employer’s inspection and audit rights.

1. will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
2. will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
3. will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the Employer to inspect their accounts and records and other documents relating to bid submission and contract performance and to have them audited by auditors appointed by the Employer.

***----- End of Section-II (ITB) ----***

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**पावर सिस्टम ऑपरेशन कार्पोरेशन लिमिटेड**

***Southern Regional Load Despatch Centre***

# **GENERAL CONDITION 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>

**POWER SYSTEM OPERATION CORPORATION LIMITED**

**पावर सिस्टम ऑपरेशन कार्पोरेशन लिमिटेड**

***Southern Regional Load Despatch Centre***

*No : 29, Race course cross Road, Bangalore-560009*

# **SECTION - IV**

# **SPECIAL CONDITIONS OF CONTRACT**

**For**

**Supply Installation & Commissioning of Servers, Virtualization Software and Backup Solution for consolidation of IT Infrastructure at SRLDC, Bangalore**

|  |  |
| --- | --- |
| DOC Reference No. :  **SRLDC/C&M/ET-39/I-584/2019-20** | Issue Date: **{{issue\_dt}}** |



**POWER SYSTEM OPERATION CORPORATION LIMITED**

**पावर सिस्टम ऑपरेशन कार्पोरेशन लिमिटेड**

***Southern Regional Load Despatch Centre***

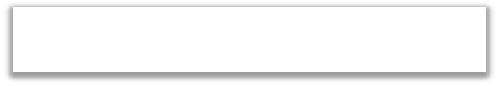
*No : 29, Race course cross Road, Bangalore-560009*

# **Scope of works**

# **Qualification Requirement – Particulars of the Bidders, Work & Safety Regulations**

**For**

**Supply Installation & Commissioning of Servers, Virtualization Software and Backup Solution for consolidation of IT Infrastructure at SRLDC, Bangalore**



**SECTION - V**

|  |  |
| --- | --- |
| DOC Reference No. :  **SRLDC/C&M/ET-39/I-584/2019-20** | Issue Date: **{{issue\_dt}}** |

**Scope of Work** **Annexure – I**

1. **TITLE OF THE PROJECT**

**Supply Installation & Commissioning of Servers, Virtualization Software and Backup Solution for consolidation of IT Infrastructure at SRLDC, Bangalore**

**Annexure-III**

**QUALIFICATION REQUIREMENT**

|  |  |  |
| --- | --- | --- |
| 1 | Minimum Average Annual Turnover (MAAT)\* for best (3) Three Financial Years out of last five Financial Years of the bidder should be ***Rs. 236.96 Lakhs***  \*Note: - Annual total income as incorporated in the profit & loss account except non-recurring income e.g. sale of fixed assets. (In case bidder is a holding company, the financial position in turn referred above shall be of that holding company only (i.e. excluding its subsidiary/group companies). In case bidder is a subsidiary of a holding company, the financial position in turn referred to above shall be of that subsidiary company only (i.e. excluding its holding company). |  |
| 2 | Bidders should have provided Supply Installation & Commissioning of Servers, Virtualization Software and Backup Solution for consolidation of IT Infrastructure at SRLDC, Bangalore similar works with Govt , semi-govt & private sector organizations during the preceding five years reckoned from the date of bid opening, of value as detailed below. (For Eg.: If BOD is 01.05.18 , 5 Years is 01.05.13 to 30.04.18) **The value of the work orders should be in INR only and the orders should be Indian orders only**  **Three** similar supply orders of completed works, each of value not less than **Rs. 63.19 lakhs**..  OR  **Two** similar supply orders of completed works, each of value not less than **Rs.78.99 lakhs**.  OR  **One** similar supply order of completed works each of value not less than **Rs.126.38 lakhs**  **In case, bidder is a holding company, the technical experience referred above shall be that of holding company only (i.e., excluding its subsidiary / group companies).**  **In case bidder is a subsidiary of a holding company, the technical experience referred above shall be that of subsidiary company only (i.e., excluding its holding company**).  **Copy of completed Supply order/ LOA of completed works along with completion certificate should be submitted with the Bid** |  |

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**ANNEXURE IV**

**PARTICULARS OF THE BIDDERS**

|  |  |  |
| --- | --- | --- |
| 1. | Name of Bidding Firm |  |
| 2. | Month and Year of Establishment |  |
| 3. | Full Address |  |
|  | Telephone No. & Fax No. |  |
| 4. | Details of Earnest Money Deposit | **Rs.316000 /- (Rupees Three Lakh, Sixteen Thousand Only)** |
| (a) | D.D. / P.O. No. & Date |  |
| (b) | Drawn on Bank |  |
| (c) | Valid upto |  |
| 5. | Whether a legally valid entity in the form of proprietary firm / partnership firm / private limited company.  (enclose the supporting document) |  |
| 6. | a) Name & Mobile Numbers of Directors / Partners / Proprietor |  |
| 7. | Copy of the Registration number of the firm with attested copies of Articles of Association (in case of Registered firm), Byelaws and certificates of registration (in case of registered co-operative Societies), partnership deed (in case of partnership firm) should be submitted |  |
| 8. | Copy GST No. allotted by the Tax Authorities, as well as PAN number of the firm allotted by the Income Tax authorities should be submitted. The bidder should be registered with GST department of the Government |  |
| 10. | Status and details of disputes / litigation / arbitration, if any. |  |
|  |  |  |

**The Bidder must also be capable of meeting the eligibility criteria mentioned in Technical specifications**

(If the space provided in the above sheet is insufficient, the Bid can be prepared on any sheet, using the same format).

**(Kindly submit documents in support all of above)**

Signature of Owner / Managing Partner / Director.

Place : Name :

Date : Company’s Seal :

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

**----- *End of Section-V (TS)* ---**

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**POWER SYSTEM OPERATION CORPORATION LIMITED**

**पावर सिस्टम ऑपरेशन कार्पोरेशन लिमिटेड**

***Southern Regional Load Dispatch Centre***

*No : 29, Race course cross Road, Bangalore-560009*

# **BILL OF QUANTITIES SCHEDULE**

**For**

**Supply Installation & Commissioning of Servers, Virtualization Software and Backup Solution for consolidation of IT Infrastructure at SRLDC, Bangalore**

**SECTION - VI**

|  |  |
| --- | --- |
| DOC Reference No. :  **SRLDC/C&M/ET-39/I-584/2019-20** | Issue Date: **{{issue\_dt}}** |

**Bill of Quantity**

**Annexure - 1**

**----- *End of Section-VI (BOQ)* --**



**POWER SYSTEM OPERATION CORPORATION LIMITED**

**पावर सिस्टम ऑपरेशन कार्पोरेशन लिमिटेड**

***Southern Regional Load Despatch Centre***

# **FORMS & FORMATS (FORMS)**

**For**

**Supply Installation & Commissioning of Servers, Virtualization Software and Backup Solution for consolidation of IT Infrastructure at SRLDC, Bangalore**

**SECTION - VII**

|  |  |
| --- | --- |
| DOC Reference No. :  **SRLDC/C&M/ET-39/I-584/2019-20** | Issue Date: **{{issue\_dt}}** |

* + 1. **TENDER ACCEPTANCE LETTER**

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

**Date:**

**To**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**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:

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

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

2. 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.

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. 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.

6. 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)**

* + 1. **DEVIATION STATEMENT PROFORMA**

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

**Ref. No. : SRLDC/C&M/ET-39/I-584/2019-20**

**Name of the Package: *Supply Installation & Commissioning of Servers, Virtualization Software and Backup Solution for consolidation of IT Infrastructure at SRLDC, Bangalore***

**DEVIATION STATEMENT**

Party’s Name & Address:

To

The Dy. General Manager (Contracts),

SRLDC, Power System Operation Corporation

No. 29, Race course cross Road, Bangalore-560009.

Dear Sir,

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.

**NON-DISCLOSURE AGREEMENT**

This Agreement is made as of the between Power System Operation Corporation Ltd, (POSOCO), Bangalore (A Government of India Enterprise) henceforth, POSOCO having its Office at Office at No. 29, Race course cross Road, Bangalore - 560009 and M/s\_\_\_\_\_\_

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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:

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.

M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and SRLDC hereby agreed at during the Confidentiality Period:

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.

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.

The foregoing restrictions on each party's use or disclosure of Information shall not apply to Information that the receiving party can demonstrate:

Was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or

has become generally available to the public without breach of confidentiality obligations of the receiving party; or

Was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or

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

Is disclosed with the prior consent of the disclosing party; or

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

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.

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.

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.

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.

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.

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.

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.

This Agreement will be construed in, interpreted & applied in accordance with the laws of India.

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 CEO-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 Power grid. The said Arbitrator shall act under the Provisions of the Arbitration and conciliation Act, 1996 or any statutory modifications or re-enactment thereof or any rules made thereof.

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.

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

* + - 1. **Declaration regarding Social Accountability**

Bidder’s Name and Address: To: Southern Regional Load Despatch Centre

From, Power System Operation Corporation

No. 29, Race course cross Road,

Bangalore-560009

***Dear Sir***,

We conform that we stand committed to comply 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.

Date:.................... (Signature)...................................................

Place:................... (Printed Name).......................................… (Designation)......…................................….

(Common Seal).….………..........................

* + - 1. **PERFORMANCE SECURITY FORM**

Ref. No. Dated

Power System Operation Corporation Limited,

Southern Regional Load Despatch Centre

No. 29, Race course cross Road, Bangalore-560009

WHEREAS Name of Contractor

hereinafter called "the Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns has undertaken, in pursuance of Contract No. dated 20 to execute the works (Description of work) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor a Guarantee;

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the

Contractor, up to a total of (Amount of the Guarantee in Words and

Figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the limits of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of 20

Signature and Seal of the Guarantors with Power of Attorney Number

Date: Address:

**NOTE:**

1. he stamp papers of appropriate value shall be purchased in the name of bank that issues the 'Bank Guarantee'.
2. Performance Security is to be provided by the successful Bidder, as per proforma specified hereinabove, in the form of a bank guarantee from:
   1. a Public Sector Banks or;
   2. Scheduled Indian Banks (\*)

Having paid-up capital (net of any accumulated losses) of Rs. 100 Crores or above OR

* 1. any foreign bank or subsidiary of a foreign bank with overall international corporate rating or Rating of long term debt not less than A(-) (A minus) or equivalent by reputed rating agency. Further, bank guarantee from a foreign bank or subsidiary of a foreign bank should be confirmed by either its correspondent bank located in the country of the Purchaser which should be acceptable to the Purchaser or a Public Sector Bank in the country of Purchaser

(\*) The latest annual report of the bank should support compliance of Capital Adequacy Ratio requirement.

* + - 1. **FORM OF EXTENSION OF BANK GUARANTEE**

Ref. No. Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To,

Power System Operation Corporation Limited,

Southern Regional Load Despatch Centre

No. 29, Race course cross Road,

Bangalore-560009

Dear Sirs,

Sub: Extension of Bank Guarantee No. for

(*Specify currency and amount*) favouring yourselves expiring on

on account of M/s in respect of Contract No.

dated Guarantee).

(Hereinafter called original Bank

At the request of M/s. We

Bank branch office at having its Head

Office at do hereby extend our liability under the above mentioned

Guarantee No.

Dated

for a further period of

Years/Months from

to expire on

Except as

provided above, all other terms and conditions of the original Bank Guarantee No.

dated shall remain unaltered and binding.

Please treat this as an integral part of the original Guarantee to which it would be attached.

Yours Faithfully,

For Manager/Agent/Accountant

Power of Attorney No.

Dated

**SEAL OF BANK**

**NOTE :** The non-judicial stamp paper of appropriate value shall be purchased in the name of the Bank who has issued the Bank Guarantee.

* + - 1. **PROFORMA FOR APPLICATION FOR PAYMENT**

Project :

Equipment package : Date :

Name of Contractor : Contract No. :

Contract Value : Contract Name :

Unit reference : Application Serial number : To

Power System Operation Corporation Limited

Dear Sir,

Pursuant to the above referred Contract Dated the undersigned hereby applies for payment of the sum of (*specify amount and currency in which claim is made*).

1. The above amount is on account of : (*check whichever applicable*)

as detailed in the attached schedule(s) which form an integral part of this application.

1. The payment claimed is as per item(s) No(s) of the payment schedule annexed to the above mentioned Contract.
2. The application consists of this page, a summary of claim statement (Schedule\*\*) and the following signed schedule.

1.

2.

The following documents are also enclosed.

1.

2.

Signature of Contractor/ Authorised Signatory

\* Application for payment will be made to 'Engineer-in-Charge' as to be designated for this purpose at the time of award of the Contract.

* + - 1. **Details of Electronic Payments**

**POWER SYSTEM OPERATION CORPORATION LTD**

**(A Government of India Undertaking)**

**No. 29, Race course cross Road, Bangalore-560009**

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. | PAN NO | : |  |
| 9. | GSTN NO | : |  |
| 10. | Address : | : |  |
| 11. | e-mail ID | : |  |
| 12. | Mobile No. | : |  |
| 13. | Cross cheque/ cancelled cheque | : |  |

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

Signature of

Authorised 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 : ……………………………

1. **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/Authorized 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 authorised 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 …………………………………………….. 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……………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……..…………. for …… (insert name of the package alongwith project name) …………… of …….. (insert names of the Employer) …………….., a Company incorporated under the Companies Act of 1956 having its registered office at …………….(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 9.3, 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 9.3 (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) do hereby 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 tender documents (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 favor 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 authorized 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 authorized representatives of each of the partners and should invariably be witnessed.

**----- *End of Section-VII (FORMS)* ----**