



**Government  
eProcurement  
System**

**eProcurement System Government of India**

**Tender Details**

Date : 06-Sep-2022 04:11 PM

Print

**Basic Details**

<b>Organisation Chain</b>	Power System Operation Corporation Limited  Corporate Head Quarters /NLDCNew Delhi-POSOCO		
<b>Tender Reference Number</b>	CC/CnM/PSDF/ TPI/22-23		
<b>Tender ID</b>	2022_POSOC_706218_1		
<b>Tender Type</b>	Open Tender	<b>Form of contract</b>	Fixed-rate
<b>Tender Category</b>	Services	<b>No. of Covers</b>	2
<b>General Technical Evaluation Allowed</b>	No	<b>ItemWise Technical Evaluation Allowed</b>	No
<b>Payment Mode</b>	Not Applicable	<b>Is Multi Currency Allowed For BOQ</b>	No
<b>Is Multi Currency Allowed For Fee</b>	No	<b>Allow Two Stage Bidding</b>	No

**Cover Details, No. Of Covers - 2**

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Scanned copy of Bid Security Declaration
		.pdf	Scanned copy of duly filled Bid Form and Attachments
		.pdf	Forms E1 to E5 and Form T1 to T4
		.pdf	Scanned copy of statement of compliance to Scope of work
		.pdf	Scanned copy of supporting documents in support of Qualification Requirements
		.pdf	Scanned copy of Bid Acceptance Letter
		.pdf	Scanned Copy of Any other document which the bidder may feel necessary to support the bid
2	Finance	.xls	Price Bid

**Tender Fee Details, [Total Fee in ₹ \* - 0.00]**

<b>Tender Fee in ₹</b>	0.00		
<b>Fee Payable To</b>	Nil	<b>Fee Payable At</b>	Nil
<b>Tender Fee Exemption Allowed</b>	No		

**EMD Fee Details**

<b>EMD Amount in ₹</b>	0.00	<b>EMD through BG/ST or EMD Exemption Allowed</b>	No
<b>EMD Fee Type</b>	fixed	<b>EMD Percentage</b>	NA
<b>EMD Payable To</b>	Nil	<b>EMD Payable At</b>	Nil

[Click to view modification history](#)

**Work /Item(s)**

<b>Title</b>	Appointment of Third Party Quality Control inspection agency in respect of Project/Works executed by Central/State Govt utilities through PSDF Grant throughout India
--------------	---

<b>Work Description</b>	Appointment of Third Party Quality Control inspection agency in respect of Project/Works executed by Central/State Govt utilities through PSDF Grant throughout India				
<b>Pre Qualification Details</b>	As per Tender Documents				
<b>Independent External Monitor/Remarks</b>	NA				
<b>Show Tender Value in Public Domain</b>	Yes				
<b>Tender Value in ₹</b>	28,17,840	<b>Product Category</b>	Survey and Investigation services	<b>Sub category</b>	Third Party Quality Control
<b>Contract Type</b>	Rate Contract	<b>Bid Validity(Days)</b>	180	<b>Period Of Work(Days)</b>	670
<b>Location</b>	All India	<b>Pincode</b>	110016	<b>Pre Bid Meeting Place</b>	Delhi
<b>Pre Bid Meeting Address</b>	CC, POSOCO 61, IFCI Tower, 8th Floor, Nehru Place New Delhi 110019	<b>Pre Bid Meeting Date</b>	20-Sep-2022 11:00 AM	<b>Bid Opening Place</b>	POSOCO Corporate Centre.
<b>Should Allow NDA Tender</b>	No	<b>Allow Preferential Bidder</b>	Yes		

### Preferential Bidder Category

S.No	Preference Category	Tolerance Percentage
1.	MSME	15.00
2.	Make in India	20.00

### Critical Dates

<b>Publish Date</b>	06-Sep-2022 05:00 PM	<b>Bid Opening Date</b>	07-Oct-2022 03:00 PM
<b>Document Download / Sale Start Date</b>	06-Sep-2022 05:30 PM	<b>Document Download / Sale End Date</b>	06-Oct-2022 03:00 PM
<b>Clarification Start Date</b>	NA	<b>Clarification End Date</b>	NA
<b>Bid Submission Start Date</b>	06-Sep-2022 06:00 PM	<b>Bid Submission End Date</b>	06-Oct-2022 03:00 PM

### Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	NIT Document	707.84

  

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	BOQ	BOQ_743015.xls	Price Schedule	265.00

### Auto Extension Corrigendum Properties for Tender

Iteration	No. of bids required for bid opening a tender	Tender gets extended to No. of days
1.	3	7
2.	2	7
3.	1	7

### Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	kumar.abhineet@gmail.com	Abhineet Kumar	ABHINEET KUMAR
2.	sumit.prasad@posoco.in	Sumit Kumar Prasad	SUMIT KUMAR PRASAD
3.	tbheemesh@posoco.in	T Bheemesh	TELUGU BHEEMESH

**GeMARPTS Details**

<b>GeMARPTS ID</b>	AD0WGK900IAH
<b>Description</b>	Appointment of Third Party Quality Control inspection agency in respect of Project/Works executed by Central/State Govt utilities through PSDF Grant throughout India
<b>Report Initiated On</b>	11-Aug-2022
<b>Valid Until</b>	10-Sep-2022

**Tender Properties**

<b>Auto Tendering Process allowed</b>	No	<b>Show Technical bid status</b>	Yes
<b>Show Finance bid status</b>	Yes	<b>Show Bids Details</b>	Yes
BoQ Comparative Chart model	Normal	BoQ Compactive chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No

**Tender Inviting Authority**

<b>Name</b>	CMD
<b>Address</b>	CC, POSOCO 61, IFCI Tower, 8th Floor, Nehru Place New Delhi 110019

**Tender Creator Details**

<b>Created By</b>	Abhineet Kumar
<b>Designation</b>	Chief Manager
<b>Created Date</b>	11-Aug-2022 10:24 AM



**Bid Document**

**For**

**Appointment of Third Party Quality  
Control inspection agency in respect of  
Project/Works  
executed by  
Central/State Govt utilities  
through PSDF Grant throughout India**

Version 0

Tender Ref. No. : CC/CnM/PSDF/ TPI/22-23/

NIT No.: 06/2022

Tender ID: 2022\_POSOC\_ 706218\_1

[This document is meant for the exclusive purpose of bidding against this specification and shall not be transferred, reproduces or otherwise used for a purpose other than that for which it is specifically issued. This document has been prepared after including all the amendments issued as on date.]

## **Proprietary Notice**

This document contains confidential information of Power System Operation Corporation Limited (POSOCO) which is provided for the sole purpose of permitting the recipient to evaluate the proposal submitted herewith. In consideration of receipt of this document, the recipient agrees to maintain such information in confidence and not to reproduce or otherwise disclose this information to any person outside the group directly responsible for the evaluation of its contents, except that there is no obligation to maintain the confidentiality of any information which was known to the recipient before receipt of such information from POSOCO or becomes publicly known through no fault of the recipient, from POSOCO or is received without obligation of confidentiality from a Third Party owing no obligation of confidentiality to POSOCO.

## **Disclaimer**

This document has been prepared based on available information with POSOCO and other publicly available documents which POSOCO believes to be reliable. The sole objective of this document (the Request for Proposal or the RFP) is to solicit Technical and Financial Bids from interested parties for taking part in the tendering process.

While this document has been prepared in good faith, no representation or warranty, express or implied, is or shall be made, and no responsibility or liability shall be accepted by POSOCO or any of their employees, consultants, advisors or agents as to or about the accuracy or completeness of this document and any liability thereof is hereby expressly disclaimed. Interested Parties may carry out their own study/ analysis/ investigation as required before submitting their Technical and Financial Bids.

This document does not constitute an offer or invitation, or solicitation of an offer, nor does this document or anything contained herein, shall form a basis of any agreement or commitment whatsoever.

Some of the activities listed to be carried out by POSOCO after the receipt of the responses are indicative only. POSOCO has the right to continue with these activities, modify the sequence of activities, add new activities or remove some of the activities, as dictated by the best interests of POSOCO.



## Table of Contents

### INTRODUCTION

### SPECIAL CONDITIONS OF CONTRACT

1. Scope of the project.....	5
2. Engineer-In-Charge:.....	8
3. Earnest Money Deposit (EMD):.....	8
4. Qualifying Requirements (QR) .....	9
5. Rates .....	10
6. Destination/Site to be Visited/Inspected .....	11
7. Payment Terms .....	11
8. Contract Performance Guarantee / Security Deposit:.....	12
9. Contract Period .....	12

### INSTRUCTION TO BIDDERS

10. Understanding of Bid Documents: .....	12
11. Eligible bidders:.....	13
12. Instructions for Online Bid Submission.....	14
13. Deviations:.....	17
14. Qualification.....	17
15. Period of Validity of Bids .....	17
16. Revelation of Prices.....	17
17. Terms and Conditions of Bidders .....	18
18. Consortium/Joint Venture (JV) .....	19
19. Last Date for Receipt of Bids.....	19
20. Late Bids.....	19
21. Modification and Withdrawal of Bids.....	19
22. Contacting POSOCO .....	19
23. Bid Opening Process:.....	19
24. Evaluation of Bids .....	20
25. Bid form and Bid Prices (BoQ).....	21
26. Award Criteria.....	21
27. Quantity Variation .....	22
28. Tender Related Condition .....	22
29. Rejection Criteria.....	22
30. Fraud and Corrupt Practices .....	23
31. Non-solicitation .....	24

32. Post Bid discussions:.....	25
--------------------------------	----

**GENERAL CONDITIONS OF CONTRACT**

33. General Terms and Conditions.....	25
34. Mode of Payment:.....	26
35. Taxes and Duties .....	26
36. Over payments and Under payments: .....	27
37. Liquidated Damages .....	27
38. Confidentiality:.....	27
39. Premature Termination of Contract: .....	28
40. Cancellation of contract in full or in part: If the Bidder/Seller .....	29
41. Statutory & Other Responsibilities of the Bidder/Seller.....	29
42. Safety of Personnel: .....	29
43. Insurance:.....	29
44. Force Majeure:.....	30
45. Limitation of Liability: .....	30
46. Rights of the Owner:.....	30
47. Risk and Cost: .....	30
48. Arbitration: .....	30
49. Observance of Labour Laws: .....	31
50. Change in Laws and Regulations .....	31
51. Signing of Agreement.....	31
Annexure-A .....	32
Annexure-B.....	33
Annexure-C .....	34
Annexure-D.....	36
Annexure-E.....	38
Annexure-F .....	39
Annexure-G .....	40
Annexure-H.....	46
Annexure-I.....	50

## INTRODUCTION

Power System Operation Corporation Ltd. (POSOCO), hereinafter referred as “Owner”, is a Govt. of India Enterprise which is established to ensure Integrated Operation of Regional and National Power Systems to facilitate the transfer of electric power within and across the regions and trans-national exchange of power with Reliability, Security and Economy.

POSOCO has its registered office at First Floor, B-9, Qutab Institutional Area, Katwaria Sarai, NewDelhi-110016. POSOCO is assigned to take up the role of the Independent System Operator (ISO) in Indian power sector. POSOCO comprises the Corporate Centre and its Load Dispatch Centres comprising National Load Dispatch Centre at Delhi, Back-up National Load Dispatch Centre at Kolkata and Five Regional Load Dispatch Centres located across India.

## SPECIAL CONDITIONS OF CONTRACT

### 1. Scope of the project

**Third Party Quality Control inspections in respect of Project Works executed by different Central, State Govt utilities through PSDF Grant throughout India.**

**“Third Party Inspection Agency has to conduct physical inspections in respect of Project Works executed by different Central & State Govt utilities through PSDF Grant”** which includes normally inspection of following equipment of substations & Transmission line at 765KV/400KV/220/KV/132KV/66KV/33KV/11KV level.

- Switchyard equipment's
  - Circuit Breaker (CB)
  - Current Transformer (CT)
  - Isolator
  - Earth switch
  - Reactive Power control equipment
    - i. Reactors
    - ii. Capacitors
    - iii. STATCOMS etc.
  - Testing Kits
  - Battery and charger Systems
- Control and Protection equipment
  - Protection relays
  - PLCC equipment's
  - Control and protection panels
  - Substation Automation system
  - Testing equipment
- Communication Equipment's
  - OPGW cable
  - Communication infrastructure FOTE etc
  - Phasor Measurement Units (PMU)
- Reconductoring of Transmission Lines.
- Any other equipment as per the Project BOQ.

The PSDF is utilised for funding the projects submitted by the State and central Power utilities under the following categories.



- i. Creating necessary transmission systems of strategy for relieving congestion in Inter-State Transmission Systems (ISTS) and intra-state system which are incidental to the ISTS.
- ii. Installation of shunt capacitors, series compensators and other reactive energy generators for improvement of voltage profile in the Grid.
- iii. Installation of standard and special protection schemes, pilot and demonstrative projects, projects for setting right the discrepancies identified in the protection audits on a regional basis, any communication/measurement/monitoring scheme including installation of Phasor Measurement Units etc.
- iv. Renovation and Modernization (R&M) of transmission and distribution systems for relieving congestion.
- v. Any other scheme/project in furtherance of the above objectives, such as conducting technical studies and capacity building, etc.

**The Scope of work under the subject package includes:**

- 1) The Scope of Inspection shall cover all the works covered in LOAs issued by the Central/State Govt. utilities. The details of works for inspection shall be issued from the Project Monitoring Group (PMG) or NLDC, POSOCO.
- 2) The inspection should be limited to the quantity given by PMG or NLDC POSOCO. **It is expected that maximum of 04 days (excluding the time for travel to the site) may be required for completion of inspection of works/site issued from Project Monitoring Group (PMG) or NLDC, POSOCO. If the inspection requires more than 04 days, the same shall be carried out, only after approval of PMG or NLDC, POSOCO.**
- 3) Inspection agency shall collect all the necessary documents like Letter of the award, Bill and Invoices, Material receipt documents, work bill, agreement copy, m-book copy, Equipment details, Single line diagrams, Schematic drawings, installation and commissioning reports, Manufacturers' quality and inspection reports from the respective Utilities before carrying out inspections.
- 4) Inspection agency shall have to plan the inspections by duly consulting with the concerned utility to carry out the inspections within the time schedule only.
- 5) Inspection agency should certify that inspected materials drawn on the work order are utilized for the respective work only.
- 6) Inspection of billed quantities.
- 7) Inspection of Physical quantities of completed works.
- 8) Reporting of any Difference between billed quantities and physical quantities.
- 9) Inspection agency shall work as per the priorities/exigencies of work decided by the PMG.
- 10) Inspection agency shall invariably submit the inspection reports as per formats provided by NLDC POSOCO/ PMG in both hard & soft copies (sample format enclosed).
- 11) Inspection agency shall inspect any other works pertaining to PSDF projects as communicated by PMG/NLDC, POSOCO.

**The qualification of personnel to be deployed for inspection of project shall be as follows:**

- 1) Engineer: Should be a Graduate in Electrical Engineering with a minimum of 3 years' experience or a Diploma in Electrical Engineering with a minimum of 5 years' experience in construction or quality supervision of Electrical Works.
- 2) Skilled Technician: Should be a Diploma or ITI in Electrical Engineering with a minimum of 2 years' experience in construction or quality supervision of Electrical Works

Before proceeding for inspection, the agency shall submit the credentials /profile of person to be deployed for necessary clearance from PMG/NLDC, POSOCO.

#### Additional Terms and Conditions:

- 1) Inspection agency is required to carry out the inspection of work as detailed in the scope of work.
- 2) Inspection agency is required to carry out the inspection in the presence of authorized personnel of the respective project entity executing the project.
- 3) The inspection shall be carried out and the inspection reports shall be submitted as per the schedule given by the NLDC, POSOCO/PMG.
- 4) In the event of delay of more than 30 days in carrying out inspection and submission of inspection report after the expiry of the schedule given by NLDC POSOCO / PMG, then a penalty of 0.5 % on inspection charges every day and 5% maximum will be levied in the bills.
- 5) Inspection charges will be paid only if the inspection is completed and inspection reports are submitted in the prescribed formats. Part-payment of Inspection charges will not be entertained.
- 6) If the inspection report submitted by the inspection agency is found false/misleading/inconsistent at any time, in such a case, charges for inspection shall not be payable and POSOCO reserves the right to terminate the contract with immediate effect.
- 7) Entering this contract agreement with the inspection agency does not necessarily be an obligation on the part of POSOCO, NLDC to provide inspections. The inspection agency is not entitled to claim as a right of any service from POSOCO, NLDC. The sole discretion of the POSOCO, NLDC in assigning the inspection task to the inspection agency is final and correspondence of any sort in this regard will not be entertained.
- 8) Inspection reports in the prescribed formats containing information of works inspected, personnel attended, duly signed by the representative of the Project entity to be enclosed as a part of the inspection report.
- 9) In case of any dispute on the inspection report, the inspection agency will have to attend a joint inspection along with the officials deputed by PMG/ POSOCO, NLDC, Officials of the Project executing agency and the contractor/representative of that particular work. If any lapse on the inspection report is noticed recovery of total inspection charges for that inspection from the inspection agency in their future bills/security deposit amount / any other deposits held with POSOCO, NLDC. The liability of the inspection agency is limited to the inspection fees in case of a true report of that particular work.
- 10) Inspection agency shall have to take photographs of defective work and these photographs are also to be attached as a part of the inspection report.
- 11) Insurance of manpower, tools & tackles, all safety & statutory obligations etc. required for work are to be arranged by the Inspection agency at his own cost. No amount on this account shall be paid over and above the contract value.
- 12) All the consumables i.e. stationery, photocopies, soft copies etc required for the inspection of work shall be arranged by the Inspection agency. No amount on this account shall be paid over and above the contract value.

- 13) Inspection agency shall have adequately qualified and experienced engineers with the capability of executing such types of assignments. The minimum educational qualification of personal deputed for the inspection shall be as follows.
  - a) Engineer: Graduate/Diploma (Electrical)
  - b) Assistant: Diploma / ITI (Electrical)
- 14) Payment will be arranged as and when the inspections are completed and on submission of inspection report and bills to General Manager (PSDF) NLDC, POSOCO, New Delhi.
- 15) Period of the contract shall be initially for a period of Two Years from the date of issue of LOA and is extendable for a further period of Two years based on requirement and performance and mutual agreement on same terms and conditions.
- 16) Inspection agency is not allowed to subcontract the work to any other parties either in part or in full.
- 17) GST as applicable from time to time will be paid.
- 18) NLDC, POSOCO reserves the right to terminate the Agreement at any stage at its sole discretion in case of any changes in its policy/ QC implementation strategies by duly giving 21 days' notice to the inspection agency.
- 19) NLDC, POSOCO reserves the right to modify any of the terms and conditions, and modification of inspection format according to the requirement whenever such a situation arises. Inspection Agency shall have to obey the same and no extra Inspection charges will be paid for these modifications.
- 20) Force Majeure: NLDC, POSOCO and Inspection agency shall ensure due compliance with the terms and conditions of this contract agreement. However, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the agreement to the extent that such a failure is due to force Majeure events which include fire, riot, strike, lockout, forces of nature, accident, act of god. The services covered under this contract agreement shall be started as soon as the condition of force majeure ceases to exist against the particular party to this contract agreement.
- 21) The court / any other tribunal or forum in New Delhi alone shall have exclusive jurisdiction with regard to any matter/ dispute relating to or arising out of this contract agreement.
- 22) For all purposes, the inspection agency shall work under the functional control of the General Manager (PSDF) NLDC and coordinate with the Project Entity officers wherever needed.
- 23) The inspection agency shall not hesitate to shuffle its work schedule in case of exigencies/ Priorities of the General Manager (PSDF) NLDC, New Delhi.

The Reporting Format to the Project Monitoring has been attached as **Annexure-B** of this bid document.

## **2. Engineer-In-Charge:**

For supervision & coordination of the above job, General Manager (PSDF) or his Authorized Representative(s) shall be the Engineer-In-Charge.

## **3. Earnest Money Deposit (EMD):**

EMD for the subject package is waived off in view of GoI directive. However, bidders are required to submit bid security declaration in attached format, failing which their bids shall be considered as non-responsive. *All interested bidders are required to submit the Bid Security Declaration as per the attached format at Annexure-C of this document.*

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 Bid Security as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012. Such bidders are also required to submit their bid security declaration as per the attached format along with MSE certificate in their bid, failing which their bids shall be considered as non-responsive.

#### 4. Qualifying Requirements (QR)

Qualification criteria bid will be used for assessing the bidders on the basis of eligibility criteria laid down in this RFP. Therefore, the bidders are required to submit the bid in the specified format furnishing all the required information and supporting documents. A bid may be rejected at the prequalification stage itself and not considered for technical evaluation if it fails to satisfy the Eligibility Criteria specified in this RFP.

The bid shall be reviewed for determining the Compliance Eligibility Criteria and any deviation to eligibility criteria shall lead to rejection of the bid.

##### **PART-A: QUALIFICATION CRITERIA**

1. The bidder should be a company registered under the Companies Act, 1956 and/or 2013 OR Partnership firm registered under LLP Act 2008 / Government Organisation and should be in Power Sector Business since last 7 years from the original bid opening date and the Bidder shall be Registered for GST and Income Tax in India.
2. The Minimum Average Annual Turnover (MAAT) of the bidder for best three (03) financial years out of last five (05) financial years (i.e. 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22) shall be at least INR 21.13 Lakhs (Relaxation in Annual Turnover by 20 % shall be considered for MSME & Start-Up bidders as per GoI guidelines. In that case bidder has to submit the MSME registration/Start-up certificate).

\*In case the date of constitution/incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria."

3. The bidder must have experience of at least three similar projects for Quality Control Inspections, in any Government Department / PSU / public listed company within India, in last 5 Years, from the date of original bid opening. Bidder should submit copies of LOA & completion certificate/Proof of payment in this regard.
  - a) Three successfully completed work for the Quality Control Inspections where value of each work is not less than ₹ 11.27 Lakhs.  
OR
  - b) Two successfully completed work for the Quality Control Inspections where value of each work is not less than ₹ 16.91 Lakhs.  
OR
  - c) One successfully completed work for the Quality Control Inspections where value of work is not less than ₹ 22.54 Lakhs.

## **PART-B: GENERAL**

1. In case, bidder is a holding company, the technical and financial experience referred herein 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 experiences shall be of that subsidiary company only (i.e., excluding its holding company).
2. Following documents shall be submitted by the bidder:
  - i) Copy of PAN Card/ GST Registration.
  - ii) Copy of Partnership Deed/ Affidavit for Proprietorship/ Company MoA & AoA or Certificate of Incorporation, as applicable.
  - iii) Undertaking on the letter-head of the company pertaining to 'No dues' towards any Government Company/PSU/ Govt. Undertaking towards.
  - iv) Undertaking on the letter-head of the company stating that company is not debarred or blacklisted from any Government Company/PSU/Govt. Undertaking.
3. POSOCO, reserves the right to relax/waive-off minor deviations with respect to QR as stipulated above, the decision of POSOCO in this regard shall be final & binding on bidders.
4. 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:
  - i) Document verification
  - ii) Bidders work/manufacturing facilities visit
  - iii) Details of work executed, works in hand, anticipated in future & the balance capacity available for the present scope of work
  - iv) Details of Technical Expertise and Technical Manpower and Financial resources
  - v) Details of quality systems in place
  - vi) Past experience and performance
  - vii) Customer feedback
  - viii) Banker's feedback etc.

## **5. Rates**

Firm and Fixed during the entire duration of the contract without any price variation on any account whatsoever.

The cost for Journey expenses per visit, travelling, boarding and lodging etc. shall be paid as per the prevailing TA entitlements of POSOCO executives, on production of documentary evidence (expenses incurred towards travelling and accommodation charges), which shall be limited as under:

<b>For Engineer</b>	<b>For Skilled Assistant</b>
Restricted to TA entitlement of executive of level E6-E7	Restricted to TA entitlement of executive of level E2-E3

Level	ACCOMODATION (Rate/day in Rs.) Excl. Taxes			DAILY ALLOWANCE (Rate/day in Rs.) Excl. Taxes			
	Delhi, Mumbai, Bangalore, Hyderabad Chennai & Kolkata	Other Principal Cities	Other Cities	FOOD & INCIDENTAL		COMPOSITE	
			(@80% of principal cities)	Principal Cities	Others	Principal Cities	Others
E6-E7	5600	4400	3520	900	720	1130	904
E2-E3	3150	2475	1980	700	560	880	704

Principal Cities: Agra, Ahmedabad, Allahabad, Amritsar, Asansol, Bangalore, Bhopal, Chennai, Coimbatore, Delhi, Dhanbad, Faridabad, Greater Mumbai, Hyderabad, Indore, Jabalpur, Jaipur, Jamshedpur, Kanpur, Kochi, Kolkata, Lucknow, Ludhiana, Madurai, Meerut, Nagpur, Nasik, Patna, Pune, Rajkot, Surat, Vadodara, Varanasi, Vijayawada, Vishakhapatnam.

Hiring of Local Vehicle shall be paid on as per actual basis limited to the prevailing norms of POSOCO.

Journey fares shall be reimbursed as under:

- i. Journey by Air: Economy Class.
- ii. Journey by Rail: AC II Tier.
- iii. Journey by Road: Actual Taxi fare.

For journeys performed by road between places not connected by rail and where road travel is customary, the reimbursement will be allowed in full subject to furnishing of documentary evidence. The reimbursement of fare will normally be admissible by the shortest route on through ticket basis.

## 6. Destination/Site to be Visited/Inspected

Details of site to be visited for Inspection shall be shared at the time of execution of contract by PMG/ NLDC POSOCO.

## 7. Payment Terms

The Bidder must accept the payment terms proposed by Owner. Any deviation from the proposed payment terms would not be accepted. Owner shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of Owner.

Payment shall be released upon certification of Engineer-in-charge, as mentioned below.

Payment shall be on the monthly basis based on the actual nos. of visits carried out for the inspection/audit. The bills shall be raised by the successful Agency along with the supporting documents given as under:

- a) Original Invoice

- b) Details and qualifications of the personnel who carry out inspection.
- c) GST registration copy.
- d) Detailed, sealed and signed report.
- e) Documentary evidence for Travel, accommodation & other Contingency Charges.

**Mode of Payment:** All payments shall be made through electronic payment mechanism (e-payment) for which necessary details shall be tied up during execution of the contract.

**Taxes & Duties:** Taxes & duties shall be paid as per applicable GoI directives. GST, Income Tax etc. shall be deducted at source. In addition to this, TDS on GST shall also be deducted as per GST act.

## 8. Contract Performance Guarantee / Security Deposit:

The successful bidder shall be required to furnish a Contract Performance Guarantee as a Security Deposit (within 15 days from the date of LOA) for faithful performance of the contract from (a) a Public Sector Bank or (b) a Scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs.100 crore or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement) or (c) 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 plus) or equivalent by reputed rating Bidder/Seller in the format enclosed at **Annexure-D**, in favor of the owner within 15 days from the date of LOA. The Contract Performance Guarantee must be irrevocable operative.

The contract performance guarantee for the contract shall be 3% of total Inspection Service Charges (Calculated considering 400 days of inspection) and shall be furnished within 15 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. If the CPG is not furnished by the successful bidder, the Security Deposit will be recovered from the payment against the bill raised. The SD shall continue to be deducted till the deducted amount reaches 3 % of contract price. The amount of Security Deposit will be released after 90 days from the date of successful completion of contract period.

## 9. Contract Period

The contract period for carrying out Third Party Quality Control inspection in respect of Project/Works executed by Central/State Govt utilities through PSDF Grant throughout India shall be Two (02) years from the date of award of contract and is extendable for a further period of Two years based on requirement and performance and mutual agreement on same terms and conditions.

## INSTRUCTION TO BIDDERS

### 10. Understanding of Bid Documents:

The bidder is required to carefully examine the bid documents and fully understand the implications of the conditions and matters which may in any way affect the works or the

cost, quality, or scheduled completion time thereof. Further, the bidder is also required to inspect the site of the work/equipment and ascertain for himself site/equipment conditions, facilities available and other aspects before quoting for the work. Any claims by the successful bidder at a later date on account of his failure to comply with the above instructions will not be entertained.

## 11. 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, 1956/2013, 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:
  - (a) they have a controlling partner in common; or
  - (b) they receive or have received any direct or indirect subsidy from any of them; or
  - (c) they have the same legal representative for purposes of this bid; or
  - (d) they have a relationship with each other, directly or through common third parties, that puts the m 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
  - (e) a Bidder submits more than one bid in this bidding process, either individually [including bid submitted as a agent/ authorised representative on behalf of one or more manufacturer(s) or through Licensee - Licensor route, wherever permitted as per the provision of Qualification Requirement for the Bidders in Annexure - A (BDS)] or as a partner in a joint venture, except for alternative offers permitted under ITB Clause 9.3. 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
  - (f) 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; or
  - (g) 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 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.
- 5 A bidder shall be debarred if he has been convicted of an offence:
  - (a) under the Prevention of Corruption Act 1988; or
  - (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contractA bidder debarred under as brought out above or any successor of the bidder shall not be eligible to participate in procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.



## 12. 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/>). 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>.

### A. Registration

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal, free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class IIIB Certificates with encryptions and decryption option) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### B. Searching For Bid Documents

- 1) 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.
- 2) 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.
- 3) 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.

### C. Preparation of Bids

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### D. Submission of Bids

- a. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c. Bidder has to select the payment option as "offline" to pay the tender fee / EMD/exemption certificate as applicable and enter details of the instrument.
- d. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted / couriered / given in person so that it reaches to the Tender Processing Section [61, IFCI Tower, 8<sup>th</sup> & 9<sup>th</sup> Floor, Nehru Place, New Delhi - 110 019], before scheduled date and time of opening of bid [First Envelope] or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be considered as non-responsive.
- e. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- f. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of

the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- g. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.
- h. The uploaded tender documents become readable, only after the tender opening, by the authorized bid openers.
- i. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- j. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **E. Assistance to Bidders**

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

#### **F. Format of Bid**

The Bid shall be submitted **online** in Two part, viz., technical bid and price bid.

**Technical Bid:** The bid prepared by the Bidder shall comprise of the following covers (to be uploaded at CPP portal as individual files):

**Cover 1 (Eligibility Criteria) :** The Eligibility Criteria document shall comprise of the following:

- i) Scanned copy of Bid Security Declaration. **{Hard-Copy of Bid-Security Declaration, duly signed & stamped shall be submitted in Original before the date of submission of bids}**
- i) Scanned copy of duly filled Bid Form and Attachments.
- ii) Form E.1: Eligibility Criteria Cover Letter.
- iii) Form E.2: Turnover Certificate
- iv) Form E.3: Conflict of Interest declaration
- v) Form E.4: Power of Attorney executed in favour of the Authorized Signatory

**Cover 2 (Technical Bid) : The technical bid shall include the following :**

- i) Form T.1: Technical Bid Cover Letter (Company Letter head)
- ii) Form T.2: Project Citation
- iii) Scanned copy of statement of compliance to Scope of work.
- iv) Scanned copy of Bid Acceptance Letter (**Annexure-E**).
- v) Scanned copy of supporting documents in support of Qualification Requirements.
- vi) Scanned Copy of Any other document which the bidder may feel necessary to support the bid.

**Price Bid: Schedules of price bid in the form of BOQ\_New\_TPI.xls**

### **13. Deviations:**

In order to facilitate evaluation of bids, deviations, if any, from the terms and conditions or Technical Specifications shall be listed in Form T.3 to the bid. The Bidder is required to provide the cost of withdrawal for such deviations.

However, the attention of the bidders is drawn to the provisions regarding the rejection of bids that are not substantially responsive to the requirements of the Bidding Documents.

Bids containing deviations from critical provisions relating to Clauses for Governing Law, Terms of Payment, Performance Security, Taxes and duties, Completion Time, Limitation of Liability and Arbitration will be considered as non-responsive.

The Employer may request the Bidder to withdraw any of the deviations listed in the winning bid.

At the time of Award of Contract, if so desired by the Employer, the bidder shall withdraw the deviations listed in **Form T.3** in the First Envelope at the cost of withdrawal stated by him in the bid. 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, his bid will be rejected and his bid security forfeited.

Bidder would be required to comply with all other requirements of the Bidding Documents except for those deviations which are accepted by the Employer.

### **14. Qualification**

The Owner will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified, as per the **Qualification Requirement as specified in the Bidding Documents** to satisfactorily perform the contract. The Owner shall be the sole judge in this regard and the Owner's interpretation of the Qualification Requirement shall be final and binding.

The determination will take into account the Bidder's capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder in the bid, as well as such other information as the Owner deems necessary and appropriate inter-alia including assessment of bidder.

An affirmative determination will be a prerequisite for the Owner to evaluate the First Envelope/First Cover of the Bidder and open the Second Cover/Price Envelope of the Bidder. A negative determination will result in rejection of the Bidder's bid.

### **15. Period of Validity of Bids**

Bids shall remain valid for a period of 06 (Six) months after the date of opening of First Envelope. A bid valid for a shorter period may be rejected by POSOCO as non-responsive.

### **16. Revelation of Prices**

Prices in any form or by any reason before opening the Financial Bid should not be revealed, failing which the offer shall be liable to be rejected.

## 17. Terms and Conditions of Bidders

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- iv. The beneficial owner for the purpose of (iii) above will be as under;
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation: -

    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent (25%) of shares or capital or profits of the company;
    - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  2. In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- v. An agent is a person employed to do any act for another, or to represent another in dealings with third person. Any terms and conditions of the Bidders shall not be considered as forming part of their Bids.

## 18. Consortium/Joint Venture (JV)

Consortium/JV are not allowed.

## 19. Last Date for Receipt of Bids

Bids shall be submitted by the bidder no later than the time and date specified in CPP portal.

POSOCO may, at its discretion, extend the last date for submission of bids by amending the RFP, in which case all rights and obligations of POSOCO and Bidders previously subject to the last date shall thereafter be subject to the last date as extended.

## 20. Late Bids

Any bid submitted by the bidder after the last date and time for submission of bids pursuant to the time and date specified in CPP portal, shall be rejected.

## 21. Modification and Withdrawal of Bids

No bid may be altered / modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders shall not be considered.

No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval shall be declared a “defaulting bidder”. In such situation the tendering process shall be continued with the remaining bidders as per their ranking.

If the bidder relents after being declared as selected bidder, it shall be declared as defaulting bidder and POSOCO reserves right to blacklist / debar such bidder(s) for next 3 years from participating in any POSOCO tender. In such situation, the tendering process shall be continued with the remaining bidders as per their ranking.

## 22. Contacting POSOCO

No Bidder shall contact POSOCO on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

Any effort by a Bidder to influence POSOCO in bid evaluation, bid comparison or Contract award decisions may result in the rejection of the Bidder's bid.

## 23. Bid Opening Process:

- a. On line bids (Complete in all respect) will be opened online. **Bids opened without receipt of Bid-Security Declaration (in Hard Copy) & relevant documents for meeting the Qualifying & Technical requirement within the scheduled time and date for opening of technical bid/while seeking clarification to the bid may be treated as non-responsive.**
- b. A duly constituted committee will evaluate First Envelope submitted by Bidders.

- c. First Envelope bids of only those bidders, whose bids are declared eligible by the committee, will only be evaluated.
- d. Financial bids of only those bidders, whose bids found technically qualified, by Technical Evaluation Committee, will be opened online in the presence of Bidder/Seller's representative with the Bid Acknowledgement Receipt, if available for further evaluation or they can view the bid opening event online at their remote end.

## 24. Evaluation of Bids

1. **Technical Evaluation Process of first part of Bid:** POSOCO will examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive or not meeting the minimum levels of the performance or found not meeting Qualifying Requirements (QR) or other criteria specified in the Bidding Documents will be rejected and not included for further consideration.

POSOCO will carry out a detailed evaluation of the bids in order to determine whether the technical aspects are substantially responsive to the requirements set forth in the Bidding Documents. In order to reach such a determination, the Owner will examine the information supplied by the bidders taking into account the following factors:

- i. Overall completeness and compliance of the Terms and Conditions and deviations from the terms and conditions as specified in the Bidding Documents.
- ii. The examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder in the bid, as well as such other information as the Owner deems necessary and appropriate shall be taken into account for evaluation. This shall, however, be subject to assessment that may be carried out, if required, by POSOCO.
- iii. Any other relevant factors that POSOCO deems necessary or prudent to take into consideration any deviations to the specification stipulated in the Bidding Documents.
- iv. Details furnished by the bidder in response to the requirements specified in the Bidding Documents.

During bid evaluation, POSOCO may, at its discretion, ask the Bidder for a clarification of its bid. In case of erroneous/non-submission of documents required to be submitted by the Bidder including submission of Bid Security Declaration in Original as per the provisions of the Bidding Documents, the Employer may give the Bidder not more than 7 working days' notice to rectify/furnish such documents, failing which the bid shall be rejected. 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.

POSOCO will also review the complete technical bids offered by the Bidder to determine whether such bid is acceptable for a Second Part bid opening and evaluation.

2. **Commercial evaluation of Second Part of Bid (Financial Bid):** The financial bids of only those bidders shortlisted from Technical bids will be opened online on a specified date and time on the portal and the same shall be evaluated by the duly constituted Bid Committee.

The commercial evaluation of Second Part of Bid shall be carried out only of those bidders that have been qualified & meeting First Part Technical Evaluation. Such

Bidders shall be intimated by CPP portal & E-mail about the date and time for opening of Financial Proposal i.e., Second Envelope of the Bids. For bidders, not meeting this criterion, their Second Part Commercial Bid shall be not opened. A negative determination of the bids, shall be notified by the CPP portal to such Bidders and the bid security submitted by them shall be returned by POSOCO. POSOCO will examine/evaluate the commercial bid submitted by the qualified & technically responsive bidders taking into account the following factors:

- a) Bidders have to quote for the complete scope of work including all applicable taxes & duties. Bids for the individual items or incomplete services shall be treated as incomplete and are liable to be rejected.
- b) Conditional discount/rebate, if any, offered by the Bidder shall not be taken into consideration for evaluation. It may, however, be considered in case of award.
- c) The Owner may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation.
- d) Bidder has to quote for the complete scope of the work. Bids for incomplete scope shall be shall be treated as incomplete and are liable to be rejected.
- e) 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).
- l) Bids shall be evaluated and compared on the basis of total price including GST for the entire scope of work under the package.

## 25. Bid form and Bid Prices (BoQ)

Under the Bill of Quantity (BoQ) **Annexure-A**, Bidder shall give the required details:

Bidders offering Equipment/items, the price of such Equipment/items shall be inclusive of customs duties & levies paid or payable (if any). Applicable GST reimbursable in line with provisions of bidding documents shall be indicated in respective Schedules along-with HSN number. **Owner would not bear any liability on account of taxes other than GST.** Owner shall, however, deduct such taxes as per the rules.

## 26. Award Criteria

The Owner 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.

Bidder would be required to comply with all other requirements of the Bidding Documents except for those deviations which are accepted by the Owner.

After the award of contract, successful Bidder/Seller shall execute contract agreement with Owner in specified format.

The ownership of the reports received under this contract shall rest with POSOCO.



## 27. Quantity Variation

During the execution of the contract, the Owner reserves the right to increase or decrease the quantities of items under the contract but without any change in unit price or other terms and conditions. Such variation shall not be subjected to any limitations for the individual items but the total variation in all such items under the contract shall be limited to  $\pm 25\%$  of the total contract price.

## 28. Tender Related Condition

The Bidder should confirm unconditional acceptance of full responsibility of completion of the job and for executing the 'Scope of Work' of this RFP. This confirmation should be submitted as part of the First Envelope Bid. The Bidder shall also be the sole point of contact for all purposes of the Contract.

The Bidder should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this Contract. If at any stage of Tendering process or during the currency of the Contract, any suppression/falsification of such information is brought to the knowledge of POSOCO, POSOCO shall have the right to reject the bid or terminate the Contract, as the case may be, without any compensation to the Bidder.

## 29. Rejection Criteria

Besides other conditions and terms highlighted in the RFP, bids may be rejected under the following circumstances:

### Eligibility Rejection Criteria

- Eligibility Criteria containing Financial details.
- Bids received through Telex/ Telegraphic/ Fax/ E-Mail/ post etc. except wherever required, shall not be considered for evaluation.
- Bids that do not confirm the unconditional validity of the bid as prescribed in the RFP.
- If the information provided by the Bidder is found to be incorrect/ misleading at any stage/ time during the Tendering Process.
- Any effort on the part of a Bidder to influence POSOCO's bid evaluation, bid comparison or contract award decisions.
- Bids without the power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

### Technical Rejection Criteria

- Technical Bid containing Financial details.

- The revelation of prices in any form or by any reason before opening the Financial Bid.
- Failure to furnish all information required by the RFP or submission of a bid is not substantially responsive to the RFP in every respect.
- Bidder not quoting for the complete Scope of Work as indicated in the RFP, addendum (if any) and any subsequent information is given to the Bidder.
- Bidders not complying with the functionality, specifications and other Terms and Conditions as stated in the RFP.
- The Bidder not conforming unconditional acceptance of full responsibility of providing Services in accordance with the Scope of Work.
- If the Bid does not conform to the timelines indicated in the Bid.
- Bidder not scoring minimum marks as mentioned in the RFP.

### **Financial Rejection Criteria**

- Incomplete Financial Bid.
- Financial Bids that do not conform to the RFP's Financial Bid format.
- The total price quoted by the Bidder does not include all statutory taxes and levies applicable.
- If there is an arithmetic discrepancy in the Financial bid calculations, POSOCO shall rectify the same. If the Bidder does not accept the correction of the errors, the bid may be rejected.
- If the bidder quotes NIL charges/ consideration, the bid shall be treated as unresponsive and shall not be considered.

### **30. Fraud and Corrupt Practices**

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, POSOCO may reject a Bid, withdraw the LOA, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Bidder, as the case may be, if it determines that the Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, POSOCO shall be entitled to forfeit and appropriate the Performance Bank Guarantee, as the case may be, as damages, without prejudice to any other right or remedy that may be available to POSOCO under the Bidding Documents and/or the Contract, or otherwise.

Without prejudice to the rights of POSOCO under the above clause and the rights and remedies which POSOCO may have under the LOA, or otherwise, if a Bidder, as the case

may be, is found by POSOCO to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract, such Bidder shall not be eligible to participate in any tender or RFP issued by POSOCO during a period of 2 (two) years from the date such Bidder, as the case may be, is found by POSOCO to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be

For the purposes of the Clause 3.34 – Fraud and Corrupt Practices, the following terms shall have the meaning hereinafter respectively assigned to them:

*“corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser of the Purchaser in relation to any matter concerning the Project;*

*“fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;*

*“coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;*

*“undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and*

*“restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process*

### **31. Non-solicitation**

During the Restricted Period, no Engagement Personnel of either party shall solicit for employment any Engagement Personnel of the other party. "Engagement Personnel" shall be defined as only those personnel of either party who a) are directly involved in the provision of Services under the applicable Statement of Work, or b) are the direct recipients of such Services. The "Restricted Period" shall be defined to include a) the Term of the applicable Statement of Work, b) a period of 12 months after the expiration of such Term, and c) for that Engagement Personnel whose involvement as a direct provider or recipient of Services ends prior to the expiration of the Term, for 12 months after such involvement

ends. Provided, that this restriction shall not apply to (i) Engagement Personnel of a party who responds to general advertisements for positions with the other party, (ii) Engagement Personnel of either party who come to the other party on their own initiative without direct or indirect encouragement from the other party's Engagement Personnel, or (iii) generic recruiting activities by non-Engagement Personnel, including direct outreach by recruiters of either party who have sourced the individuals in the ordinary course of recruiting through the use of research, agencies, social media and/or other technology or tools.

### **32. Post Bid discussions:**

POSOCO, at its discretion, may hold Post bid discussions with the L1 bidder and all the major issues regarding execution of contract as per Technical Specifications and Bill of Quantities mentioned under the contract etc. be tied up during Post bid discussions after opening of Price Bids.

## **GENERAL CONDITIONS OF CONTRACT**

### **33. General Terms and Conditions**

The General terms and conditions are mentioned in the sub-sections below.

1. The bid is to be submitted under "Single Stage Two Envelope" procedure of bidding. Accordingly, bidders are to submit their Bid, in two envelopes i.e. First Envelope (Technical Proposal) & Second envelope (Financial Proposal-to be opened subsequently).
2. Technical Specification Requirement: The products offered under the subject package shall meet all the minimum requirements specified under the Scope of Work of the bidding documents.
3. The Bidder/Sellers are advised to visit the site (at their own expense with no reimbursement from the owner), prior to the submission of proposal, and make surveys and assessments as deemed necessary for proposal submission. The successful Bidder/Seller (Bidder/Seller) is required to visit sites at its own expense and shall not be entitled to any reimbursement for it. The Bidder/Seller shall inform their site survey schedule to the Owner/Employer well in advance. The Bidder/Seller cannot sub-contract part or complete assignment to any other agency or individual under any circumstances.
4. Notwithstanding anything stated above, POSOCO reserves the right to assess the bidder's capability and capacity to perform the contract should the circumstances warrant such assessment necessary in its overall interest.
5. IT IS IMPERATIVE/MUST FOR EACH BIDDER TO SATISFY HIMSELF COMPLETELY OF ALL LOCAL CONDITIONS AND ASSESS ANY PROBLEMS RELATING TO THE MEANS OF ACCESS TO THE SITE. A BIDDER SHALL BE DEEMED TO HAVE FULL

KNOWLEDGE OF THE SITE (WHETHER HE INSPECTS OR NOT) ONCE THEY SUBMIT THE BID.

6. Bid documents can be downloaded from CPP portal (Central Public Procurement Portal) of Government of India, website (<http://eprocure.gov.in/>).
7. POSOCO reserves the right to accept or reject any or all the bids without assigning any reason whatsoever. POSOCO also reserves the right to prepone/postpone the above dates, split and distribute the work among more than one bidder without assigning any reason whatsoever.
8. In case any bidder wishes to seek any clarification related to bid documents, the same shall be in writing and shall be entertained by POSOCO, 7 (Seven) days prior to date of opening of bids.
9. POSOCO reserve the right of accepting the whole or any part of the bid and bidder shall be bound to perform the same at his quoted rates.

### **34. Mode of Payment:**

All payments to be made directly to the Bidder/Seller by POSOCO through electronic payment mechanism (e-payment) for which necessary details shall be tied up during execution of the contract.

### **35. Taxes and Duties**

1. The Bidder/Seller shall be entirely responsible for payment of all taxes, duties, licence fees and other such levies legally payable/incurred until delivery of the contracted supplies to the Owner and commissioning of the system.
2. If it is statutory requirement to make deductions towards such taxes or any other applicable taxes, the same shall be made by the Owner.
3. The Bidder/Seller shall be solely responsible for the taxes that may be levied on the Bidder/Seller's persons or on earnings of any of his employees and shall hold the Owner indemnified and harmless against any claims that may be made against the Owner. The Owner does not take any responsibility whatsoever regarding taxes under Indian Income Tax Act, for the Bidder/Seller or his personnel. If it is obligatory under the provisions of the Indian Income Tax Act, deduction of Income Tax at source shall be made by the Owner.
4. GST for equipment/items/services as applicable for destination site/state are not to be included in the quoted price and are separately indicated. These amounts will be payable (along with subsequent variation if any), by the Owner on the supplies made by the Bidder/Seller but limited to the tax liability on the transaction between the Owner and the Bidder/Seller based on documentary evidence.
5. For the purpose of the Contract, it is agreed that the Contract Price specified in LOA is based on the taxes prevailing at the date seven (07) days prior to the last date of bid submission (hereinafter called "Tax"). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Bidder/Seller in connection with performance of the Contract, an equitable adjustment of the Contract price shall be made to fully take into account any such change by addition to the Contract price or deduction therefrom, as the case may be, in accordance with Clause for Changes in Laws and Regulations. However, these

adjustments would be restricted to GST which are reimbursable by the Owner as per the Contract.

6. Income Tax and other statutory levies as applicable at the time of payment shall be deducted at source unless concerned tax authorities exempt the Bidder/Seller. POSOCO shall affect TDS as per the rules / statutory requirements and issue TDS certificate. In addition to this, TDS on GST shall also be deducted as per GST Act.

### **36. Over payments and Under payments:**

- i. Wherever any claim for the payment of a sum of money to POSOCO, arises out of or under this contract against the Bidder/Seller the same may be deducted by POSOCO, from any sum due or which at any time thereafter may become due to the Bidder/Seller under this contract and failing that under any other contract with the company or from any other sum due to the Bidder/Seller from POSOCO which may be available he shall pay the claim on demand.
- ii. POSOCO reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts etc. POSOCO further reserves the right to enforce recovery of any over payment when detected.
- iii. If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Bidder/Seller or alleged to have been done by him under the contract, it shall be recovered by the Owner from the Bidder/Seller by any or all the methods prescribed above. If any underpayment is discovered the amount shall be duly paid to the Bidder/Seller by POSOCO.
- iv. Provided that the aforesaid right of the company to adjust over payments against amounts due to the Bidder/Seller under any other contract with the company shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Bidder/Seller under MINUS final bill is communicated to the Bidder/Seller.
- v. Any amount to the Bidder/Seller under this contract for underpayment may be adjusted against any amount due or which may at any time there after become due before payment is made to the Bidder/Seller, from him to the company on any other contract or account whatsoever.
- vi. POSOCO, if at any time after acceptance of the bid, decides to abandon or reduce the scope of works for any reason whatsoever, the Engineer-in-charge shall intimate in writing to the Bidder/Seller to that effect. The Bidder/Seller shall have no claim to any payment or compensation or otherwise whatsoever on account of such foreclosure.

### **37. Liquidated Damages**

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

### **38. Confidentiality:**

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.

Bidder has to sign Non-Disclosure Agreement (NDA) after the award of LOA (Format attached as **Annexure-G**).

### **39. Premature Termination of Contract:**

During the entire period of the contract, if at any point of time, Bidder fails to deliver the services as per the scope of work detailed under this technical specification (TS), due to any lapse / reason, Owner reserves the right to terminate the contract in full/partial by giving one (01) month advance notice for restoration of service/fault to the bidder and after one month Owner can terminate the contract if issue is still not resolved by the bidder by giving one month notice for cancellation. Owner also reserves the right to cancel the contract placed on the selected bidder in the following circumstances:

- a. The selected bidder commits a breach of any of the terms and conditions of the bid.
- b. If the Bidder becomes insolvent or goes into liquidation or receivership whether compulsory or voluntary.
- c. If the Bidder, in the judgment of Owner, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- d. If the Bidder submits to Owner a false statement which has a material effect on the rights, obligations or interests of Owner.
- e. If the Bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to Owner.
- f. The progress made by the selected bidder is found to be unsatisfactory.
- g. The performance of the selected bidder shall be reviewed every quarter, in case of major deviation in performance against the proposed Service Levels Owner reserves the right to terminate the contract at its sole discretion by giving 30 days' notice.
- h. Any offer falling short of the contract validity period is liable for rejection.
- i. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

In case, the selected bidder fails to deliver the services as stipulated in the delivery schedule, Owner reserves the right to procure the same or similar from alternate sources at the risk, cost and responsibility of the selected bidder.

Bidder's cumulative liability for its obligations under the contract shall not exceed the total contract value and the Bidder shall not be liable for incidental / consequential or indirect damages including loss of profit or saving.

#### **40. Cancellation of contract in full or in part:** If the Bidder/Seller

- 40.1.** At any time if Bidder/Seller makes default in proceeding with the works with due diligence and continues to do so after a notice in writing of 07 days from the Engineer-In-Charge ; or
- 40.2.** Commits default in complying with any of the terms & conditions of contract and does not remedy it or take effective step to remedy it within 07 days after a notice in writing is given to him in that behalf by the Engineer-In-Charge ; or
- 40.3.** Fails to complete the works or items of work or before the stipulated date(s) of completion and does not complete item within the period specified in a notice given in writing by the Engineer-In-Charge.

#### **41. Statutory & Other Responsibilities of the Bidder/Seller**

**Observance of SA: 8000 Standards:** Agencies/Bidder/Sellers shall comply with this Standard for ensuring social accountability in all areas of its activities. Accordingly, Bidder/Seller shall be responsible for observance of SA 8000 standards. A copy of the presently applicable SA:8000 is attached herewith for reference. All the costs/ expenses towards compliance of SA 8000 provisions (if any) shall be to the account of Bidder/Seller/bidder and the bidder shall be responsible for keeping these expenses into account and quote their service charges accordingly. The Bidder/Seller/agency/Bidder/Seller shall submit an undertaking before the actual start of work, regarding his commitment for compliance of the SA:8000 standards.

**Observance of Environmental Guidelines:** The Bidder/Seller shall stand committed to comply all requirements of "Environmental management system" i.e., ISO 14001 (latest Standard available at [www.iso.org](http://www.iso.org)) and maintain the necessary records.

#### **42. Safety of Personnel:**

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

#### **43. Insurance:**

The Bidder/Seller shall, without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any person by or arising out of carrying out the contract.

Bidder shall furnish copy of Insurance policy, as and when sought by the Employer during the tenancy of the contract.

**Workmen's Compensation Insurance:** Bidder/Seller shall arrange for Workmen's Compensation Insurance policy for the employees engaged for this package at his own expense. This insurance shall protect the Bidder/Seller against all claims applicable under the Workmen's Compensation Act, 1948 (Government of India). This policy shall also



cover the Bidder/Seller against claims for injury, disability, disease or death of his or his Sub-Bidder/Seller's employee, which for any reason are not covered under the Workmen's Compensation Act, 1948. The liabilities shall not be less than:

Workmen's	:	As per statutory Compensation Provisions
Employee's	:	As per statutory liability Provisions

#### **44. 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, Pandemic and any other Acts of God then provided notice of happening of such eventuality given by the Bidder/Seller to the owner 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 owner have any claim for damage for delay in maintenance. However, if the work is suspended by force majeure condition lasting more than two months, the owner shall have the option of cancelling the Contract in whole or part thereof at his discretion.

#### **45. Limitation of Liability:**

Neither party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential loss or damages. Subject to the above and to the extent allowed by local laws, the maximum aggregate liability of each party under this proposal for any claim or series of claims under any relevant purchase order regardless of the form of claim, damage and legal theory shall not exceed the total value of the Contract.

#### **46. Rights of the Owner:**

- 46.1.** The Owner reserves to themselves for the right of accepting the whole or any part of the bid and Bidder/Seller shall be bound to perform the same at his quoted rates.
- 46.2.** The Owner reserves the right to reject any offer in full or in part or to split the work among more than one Bidder/Seller without assigning any reason thereof.
- 46.3.** The Owner does not bind themselves to accept the lowest or any Bid or to give any reasons for their decision.

#### **47. Risk and Cost:**

During the period of contract, if the successful Bidder/Seller fails to perform and/or rectify any defect pointed out to him the same shall be got done by POSOCO at the risk and cost of Bidder/Seller and recovered from the Security Deposit or any other amount payable to the Bidder/Seller.

#### **48. Arbitration:**

In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, the same shall be referred to the Sole Arbitrator or some other person as mutually agreed by both the parties. The Arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996.

There will be no objection that the Arbitrator is a person who has dealt with the matters to which the contract relates and/or in the course of his duties he has expressed any view in any matters of dispute or differences. The award of the arbitrator shall be final and binding on the parties. Notwithstanding any dispute between the parties, the agency shall not be entitled to withhold, delay or defer his obligation, under the contract, and the same shall be carried out strictly in accordance with the terms and conditions of the contract. The Arbitrator shall give Reasonable Award with respect to the dispute referred to him by either of the parties.

#### **49. Observance of Labour Laws:**

The Bidder/Seller shall make all payments to employees and comply with labour laws. If POSOCO is held liable as "PRINCIPLE OWNER" to pay contributions etc. under E.S. Act or any other legislation of Government or Court decision, then Bidder/Seller shall reimburse the contributions prepaid by POSOCO.

#### **50. Change in Laws and Regulations**

If, after the date seven (07) days prior to the date of Bid Opening, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Bidder/Seller and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Bidder/Seller has thereby been affected in the performance of any of its obligations under the Contract.

POSOCO reserves the right to modify/relax any of the terms & conditions of the bid by declaring / publishing such amendments in a manner that all prospective Bidder/Sellers / parties to be kept informed about it.

#### **51. Signing of Agreement**

The successful bidder shall enter into a formal agreement with POSOCO within 10 (Ten) days from the date of issue of LoA on non-judicial stamp paper (purchased in their name) of appropriate value. The agreement will be signed on 02 (Two) copies as per the format attached at **Annexure-H**. The successful bidder will be provided with 01 (one) signed agreement and other copy will be retained by POSOCO.

## Bill of Quantity

Sl. No.	Description	Unit	Qty. (A)	Remarks
<b>1</b>	<b>Inspection Service Charge</b>			
1.01	Service Charges of Engineer for Inspection	Per day	400	
1.02	Service Charges of Skilled Assistant for Inspection	Per day	400	
<b>2</b>	<b>Travel Expenses</b>			
2.01	Journey expenses per Visit	Limited as per Para 5.0 of bidding document.		
2.02	TA, DA and Accommodation per visit			
2.03	Hiring of Vehicles per Visit			
<b>3</b>	<b>Other Contingent Expenses, if any</b>	<b>The Other Contingency expenses per work/site is limited to ₹ 5,000/- including taxes. However, the payment shall be made on as per actual basis on production of documentary evidence of the expenses incurred for any exigencies during the course of inspection at site.</b>		
Note:	1. Each inspection visit per work/site has been assumed to be maximum of 04 days. Considering the no. of work/site to be 100, the quantity of Item no. 1.01 & 1.02 above has been kept as 400 (i.e. 100 work/site X 04 days)			
	2. Travel expenses shall be paid on as per actual basis on production of documentary evidence as per the ceiling limit defined at Para 5.0 of bidding document.			

Reporting Format to the Project Monitoring Group		
1	Name of the Scheme	
1.1	Name of the substation and its Location	
1.2	Executing Agency	
1.3	State/Region	
2	Date of Sanction order	
2.1	Date of Agreement of Entity with State	
2.2	Total Approved Cost of the Scheme	
2.3	Approved Grant by Monitoring Committee (Rs. In Lakhs)	
2.4	Date of Requisition by the Entity	
	2.4.a) date and Reference of LOA	
	2.4.b) Amount of LOA	
2.5	Date of Disbursement and amount	
	2.5.1 : Ist Installment	
	2.5.2: IInd installment	
	2.5.3: IIIrd installment	
2.6	Date of Scheduled completion of Work	
2.7	Date of handing over of Site to entity (in case of turnkey projects)	

Report for the Month of MM / YY							
No.	Supply Description	Qty. As per LOA	Quantity Received during Month	CUMMULATIVE PROGRESS Till date		BALANCE	Remarks
				Sch.	Act.		
<b>1</b>	<b>Item</b>						
1.1							
1.2							
....							
	Erection Description	Works as per LOA	Progress During Month	CUMMULATIVE PROGRESS Till date		Balance	
<b>2</b>	<b>Work</b>						
2.1							
2.2							
....							
<b>3</b>	<b>Others</b>						
Signature of the consultant				Monitoring Group			

## Annexure-C

### Bid Security Declaration Form

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: [date (as day, month and year)]

Specification number: [specification number of the package]

To: [insert Name and Address of Employer]

We, [insert name of the Bidder] understand that, according to bid conditions, Bids must be supported by a Bid-Security Declaration.

We the Bidder hereby declare that, if we are in breach of any of our obligation(s) under the bidding conditions as brought out below, our bids for any package whose originally scheduled date of bid opening / actual date of bid opening (First Envelope or Second Envelope) falls within 1year reckoned from the date of issuance of communication to this effect by the Employer, shall be considered non-responsive:

- (1) If we withdraw our bid during the period of bid validity specified by us in the Bid Form; or
- (2) In case we do not withdraw the deviations proposed by us, if any, at the cost of withdrawal stated by us in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by us in Attachment–Declaration of the Bid; or
- (3) If we, do not accept the corrections to arithmetical errors identified during preliminary evaluation of our bid; or
- (4) If, as per the requirement of Qualification Requirements, we fail to submit a Deed of Joint Undertaking (duly attested by Notary Public of the place(s) of the respective executants(s) or registered with the Indian Embassy/High Commission in that Country) within ten days from the date of intimation of post-bid discussion; or
- (5) In the event of us being a successful Bidder, if we fail within the specified time limit
  - (i) To sign the Contract Agreement, in accordance with NIT, or

(ii) To furnish the required performance security, in accordance with NIT.

or

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

Name of the Bidder\* \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* \_\_\_\_\_

Title of the person signing the bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder.

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid.

*[Note: In case of a Joint Venture, the Bid-Security Declaration must be in the name of all members to the Joint Venture that submits the Bid.]*



## Annexure-D

Page 1 of 2

### PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with Stamp Act)

Ref. ....

Bank Guarantee No. ....

Date .....

To  
Power System Operation Corporation Ltd.  
61, IFCI Tower, 8<sup>th</sup> & 9<sup>th</sup> Floor,  
Nehru Place, New Delhi - 110 019

Dear Sir(s),

In consideration of the Power System Operation Corporation Ltd., (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s ..... with its Registered/Head Office at ..... (hereinafter referred to as the "Bidder/Seller" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's Letter of Award No. .... dated ..... and the same having been acknowledged by the Bidder/Seller, resulting in a Contract, bearing No. .... dated ..... valued at ..... for ..... (scope of Contract) and the Bidder/Seller having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to ..... \* ..... (%) ..... per cent) of the said value of the Contract to the Owner.

We .....

(Name & Address)

having its Head Office at ..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner on demand any and all monies payable by the Bidder/Seller to the extent of ..... as aforesaid at any time upto and including ..... \*\* ..... (days/month/year) without any demur, reservation, context, recourse or protest and/or without any reference to the Bidder/Seller.

Any such demand made by the Owner on the Bank shall be conclusive and binding not withstanding any difference between the Owner and the Bidder/Seller or any dispute pending



before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Bidder/Seller. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Bidder/Seller, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Bidder/Seller or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Bidder/Seller and notwithstanding any security or other guarantee the Owner may have in relation to the Bidder/Seller's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to ..... and it shall remain in force upto and including ..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s ..... on whose behalf this guarantee has been given.

Dated this ..... day of ..... 20 .....at .....

**WITNESS**

.....	.....
(Signature)	(Signature)
.....	.....
(Name)	(Name)
.....	.....
(Official Address)	(Designation with Bank Stamp)

Attorney as per

Power of Attorney No. \_\_\_\_\_

Date : \_\_\_\_\_

**NOTES:**

1. \* This sum shall be three percent (3%) of the Contract price.
2. \*\* The date will be ninety (90) days after the completion period as specified in the Contract.
3. The stamp papers of appropriate value shall be purchased in the name of issuing Bank.





## Annexure-E

### BID ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

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

Sub: Acceptance of Terms & Conditions of Bid.

Bid Reference No: \_\_\_\_\_

Name of Bid / Work: \_\_\_\_\_

Dear Sir,

1. I/ We have downloaded / obtained the bid document(s) for the above mentioned 'Bid/Work' from the web site(s) namely:

\_\_\_\_\_

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 bid 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/ organisation too have also been taken into consideration, while submitting this acceptance letter.

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

5. I / We hereby agree to sign the Non-Disclosure Agreement in its totality / entirety as stipulated in the Cl. 39 of above-mentioned bid document(s).

6. In case any provisions of this bid are found violated, then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this bid/bid including the forfeiture of the full said earnest money deposit absolutely.

7. 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)



## Annexure-F

### Social accountability 8000 Compliance

You shall comply with all the requirements of Social accountability 8000 Compliance (SA 8000:2001) as detailed below and maintain proper records in support thereof and shall provide the same for inspection as and when required by POSOCO.

- 1. Child Labour:** Bidder/Seller/(You) shall not engage or permit use of child labour (person below the age of 14 years) in carrying out any work awarded by POSOCO. You shall also not expose children (person below the age of 14 years) or young contract labours (person below the age of 18 years) to situations in or out side of the work place that are hazardous, unsafe and unhealthy.
- 2. Forced Labour:** You shall not engage or permit use of forced labour nor shall personnel be required to lodge “deposits” or identity papers upon commencement of employment with you.
- 3. Health and Safety:** You shall take requisite steps to prevent accidents and injury to health of your workmen arising out of associated with or occurring in the course of work by minimizing the causes of hazards inherent in the working environment. All the personnel protective equipments required as per nature of activity such as safety Helmets, Safety Belts and Gloves etc. shall be issued to all workmen.
- 4. Discrimination:** You shall not engage in or support discrimination in hiring, remuneration, access to training, promotion, termination or retirement based on race, caste, origin, disability, gender, sexual orientation, union membership, political affiliation or age.
- 5. Discipline:** You shall not engage in or support the use of corporal punishment, mental or physical coercion and verbal abuse.
- 6. Working Hours and Remuneration:** You shall comply with applicable laws and industry standards on working hours. The normal work week shall be as defined by law but shall not on a regular basis exceed 48 hours. Personnel shall be provided with at least one day off in every seven day period. All overtime work shall be reimbursed at a premium rate and under no circumstances shall exceed 12 hours per employee per week. You shall ensure that wages paid for a standard working week shall always meet at least legal or industry minimum standards.



## Annexure-G

### FORMAT OF NON-DISCLOSURE (NDA) AGREEMENT

(To be stamped in accordance with Stamp Act)

Ref. ....

Bank Guarantee No. ....

Date .....

To

**Power System Operation Corporation Ltd.**

**61, IFCI Tower, 8<sup>th</sup> & 9<sup>th</sup> Floor,**

**Nehru Place, New Delhi - 110 019**

This Agreement executed on this \_\_\_\_\_ day of \_\_\_\_\_ 20xx at New Delhi by and between Power System Operation Corporation Ltd., a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at B-9, 1<sup>st</sup> Floor, Qutab Institutional Area, Katwaria Sarai-110016 (hereinafter referred to as "Employer" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the FIRST PART,

AND

....., a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at ..... hereinafter referred to as "Contractor" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the SECOND PART.

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

WHEREAS, the ..... is executing ....., could have the ability and opportunity to view and obtain access to Confidential Information.

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

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

#### **1. DEFINITIONS**

In this Agreement, unless repugnant to or inconsistent with the context thereof, the following terms shall have the meaning assigned to them herein below:

- i) "Agreement" means this Non-Disclosure Agreement.
- ii) "Confidential Information" means any information which is not excluded by virtue of Clause 2 of this Agreement and which is contained in any software code/ module/application,

documentation, specifications, data, database, codes, software module, software applications, computer outputs or other materials or records or other information of technical or any other nature of Employer.

- iii) "Disclosing Party" means POSOCO whose Confidential Information is disclosed to the Contractor.
- iv) "Receiving Party/ Recipient" means Contractor/ its employees / officers / representatives who receive and/or comes in possession of the Confidential Information of Employer.
- v) "Party" means authorized representatives of either Contractor or Employer and when used in plural this will mean Employer and POSOCO collectively.
- vi) "Third Party" means personnel/ organization, other than authorized representatives of Employer and Contractor.

## 2. Obligations to maintain Confidentiality

This Agreement will apply to all confidential and proprietary information disclosed by Disclosing Party to the Receiving Party and other information which the disclosing party identifies in writing or otherwise as confidential. 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. Both parties agreed at during the Confidentiality Period:

- i) The 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.
- ii) 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.
- iii) Receiving party agrees not to remove any of the Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval. Receiving 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. Receiving 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 making off of the premises.

- iv) Receiving party shall have direct access to the Scheduling Application/data where all utilities will dispatch their energy on a daily basis. The receiving party would not provide any data/information/access to any entity/department engaged in Trading activities for facilitating trading of electricity for utilities based on their surplus - deficit scenarios, either directly or via its associates/subsidiaries/partner
- v) All of the disclosing party 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.
- vi) The Contractor shall not directly or indirectly copy, reproduce, remove, alter, delete, modify, edit, transfer, transmit, divulge, or disclose Confidential Information in whole or in part.

### **3. Exceptions**

The obligations contained in Clause 2 above, shall not apply to each party's use or disclosure of Information shall not apply to Information that the receiving party can demonstrate:

- a) which is in the public domain at the time of disclosure; or
- b) which later becomes part of the public domain through no breach of this Agreement and only after such later date; or
- c) was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or
- d) was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or
- e) 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
- f) is disclosed with the prior consent of the disclosing party; or
- g) 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
- h) 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; or
- i) which Receiving party is obligated to disclose under law or by the order of a competent Court, Government or any other Regulatory Authority, copy of the information shall be shared by one party to the other.

### **4. Property of Disclosing Party**

Confidential Information is proprietary to the Disclosing Party and shall remain, the property of Disclosing Party.

### **5. No Copies**



- a. Confidential Information shall not be copied, in whole or in part, without the prior written consent of the Disclosing Party.
- b. Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information containing or consisting of the disclosing party's Confidential Information all copies thereof 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.

## 6. No Disclosure

Contractor and its employees, officers, agents and affiliates shall hold Confidential Information in confidence and take all reasonable steps to preserve the confidential and proprietary nature of Confidential Information, including, without limitation:

- i. refraining from disclosing Confidential Information to persons within its and its affiliates' and agents' organisations not having a reason to know, and all persons outside such organisations, and
- ii. advising all of its employees, officers, agents and affiliates that have access to Confidential Information of its confidential and proprietary nature.

## 7. Duration

This Agreement shall be valid for a period of 6 (six months) beyond the validity of the Letter of Award (LOA) for .....dated ..... for a scope of work..... The obligations of Contractor hereunder with regard to Confidential Information disclosed prior to expiry / termination shall continue to survive for a period of six (6) months after such expiry / termination.

## 8. Waivers

Contractor understands that the Disclosing Party may waive some of the requirements expressed in this Agreement but such a waiver to be effective must be made in writing by the Disclosing Party and should not in any way be deemed a waiver of Contractor right to enforce any other requirements or provisions of this Agreement.

## 9. Assignment

This Agreement is not assignable by either Party without an express written approval of the other party.

## 10. Miscellaneous Provisions

### i) Amendments

No modification, amendment of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by both the parties.

ii) This Agreement constitutes an entire Agreement between the parties with respect to the subject matter herein and supersedes and cancels any prior oral or written agreement, representation, understanding, arrangement, communication or expression of intent relating to the subject matter of this Agreement.

iii) If any provision of this Agreement is held to be void, invalid or inoperative, such event shall not affect any other provisions herein, which shall continue and remain in full force



and effect as though such void, invalid or in operative provision had not been a part hereof.

iv) This Agreement and Letter of Award 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.

v) **Dispute Resolution and Governing Law**

If at any time any dispute, differences or question arises between the Parties concerning the meaning, construction, interpretation, effect and scope of this agreement regarding the respective rights and liabilities of the Parties under this Agreement, then such disputes, differences or question shall be amicably resolved through mutual discussions and negotiations.

Should no such solution be arrived at within one month from the first attempt by the Parties hereto to resolve the problems to dispute, the aggrieved Party shall send to the other Party a registered letter intimation requesting reference of the matter to Arbitration. Notwithstanding anything to the contrary, if any dispute/disagreement/differences ("Dispute") arise between the Parties during the subsistence of the said agreement and/or thereafter, in connection with, inter alia, the validity, interpretation, implementation and/or alleged breach of any provision of the said agreement, jurisdiction or existence/ appointment of the arbitrator or of any nature whatsoever, then, the Dispute shall be referred to a sole arbitrator who shall be appointed as per the Arbitration and Conciliation Act,1996. The place of arbitration shall be New Delhi and the arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996 as amended from time to time and shall be in the English Language. The award shall be binding on the Parties subject to the applicable laws in force and the award shall be enforceable in any competent court of law.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day and the year first hereinbefore written.

**Signed, sealed and delivered by:**

Mr. / Ms. ....

Designation .....

In the presence of witness :

Signature: .....

Name : .....

**For Power System Operation Corporation Ltd.**



Address: .....

In the presence of witness :

Signature : .....

Name : .....





## Annexure-H

### FORMAT OF AGREEMENT

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF ₹ 100/- PURCHASED IN THE NAME OF CONTRACTOR)

#### "AGREEMENT"

This Agreement made this \_\_\_\_\_day of \_\_\_\_\_ between POWER SYSTEM OPERATION CORPORATION LIMITED (A Govt of India Undertaking), a Company incorporated under the Companies Act, 1956, having its registered office, B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110016 (hereinafter referred to as "Owner" or POSOCO which expression shall include its administrators, Company incorporated under the Companies Act, 1956) on the one part and \_\_\_\_\_ Having its registered office at \_\_\_\_\_(hereinafter referred to as the "Contractor" which expression shall include its administrations, successors, executors and permitted assigns) of the other part.

WHEREAS POSOCO desirous for ..... as per its bid specification No \_\_\_\_\_.

AND WHEREAS \_\_\_\_\_ had participated in the above referred bidding vide their \_\_\_\_\_Dated \_\_\_\_\_ and POSOCO awarded the contract to \_\_\_\_\_ dated \_\_\_\_\_ on terms and conditions of documents referred to therein, which have been accepted by \_\_\_\_\_resulting into a "contract".

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:-

1.0 : Article

1.1: Award of Contract

POSOCO has awarded the Contract to \_\_\_\_\_ for the work of \_\_\_\_\_ on the terms & conditions contained in its Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ and the documents referred to therein. The award has taken effect from aforesaid Letter of Award. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the "Contract Documents" referred to in the succeeding Article.



2.0: CONTRACT DOCUMENTS: The Contract shall be performed strictly as per the terms & conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as "Contract Documents").

- i) POSOCO's bidding Documents issued vide CPP portal of Tender Ref. No. \_\_\_\_\_ Dtd \_\_\_\_\_ Consisting of Terms & Conditions of Contract including all amendments.
- ii) POSOCO's Technical Specification including Amendments issued vide Tender Ref. No. \_\_\_\_\_ Dtd \_\_\_\_\_
- iii) Contractor's proposal Bid ID No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by them.
- iv) POSOCO's Letter of Award No \_\_\_\_\_ dated \_\_\_\_\_ duly accepted by CONTRACTOR.

All the aforesaid Contract Documents shall form an integral part of this Agreement, in so far as the same or any part conform to the Bidding Documents and what has been specifically agreed to by the owner in its Letter of Award. Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the contractor in its "Proposal" but not agreed to specifically by the contractor. For the sake of brevity, this agreement along with its aforesaid contract documents shall be referred to as the "Agreement".

### 3.0: Conditions & Covenants

3.1: The scope of Contract, consideration, terms of payment, taxes wherever applicable, insurance, liquidated damaged, performance Guarantee and all other terms and conditions are contained in POSOCO's Letter of Award No \_\_\_\_\_ dtd \_\_\_\_\_ read in conjunction with other aforesaid contract documents. The contract shall be duly performed by the contractor strictly and faithfully in accordance with the terms of the Agreement.

3.2: The scope of work shall also include supply and installation of all such items which are not specifically mentioned in the contract documents, but which are needed for successful completion of the subject work, unless otherwise specifically excluded in the specifications under "exclusions" or Letter of Award.

3.3 : Time Schedule : Time is the essence of the contract and schedules shall be strictly adhered to and Contractor shall perform the work in accordance with the agreed schedule as given in the LOA.

### 3.4: Quality Plans:

3.4.1: The contractor is responsible for the proper execution of the quality plans. The work beyond the customer's hold points will progress only with the owner's consent. The owner will

also undertake quality surveillance and quality audit of the contractor/subcontractors works, systems and procedures and quality control activities. The contractor further agrees that any change in the quality plan will be made only with the owner's approval. The contractor shall also perform all quality control activities, inspection and tests agreed with the owner to demonstrate full compliance with the contract requirements.

3.4.2: The contractor also agrees to provide the owner with the necessary facilities for carrying out inspection, quality audit and quality surveillance of contractor's quality assurance systems.

3.4.3: It is expressly agreed to by the contractor that the quality tests and inspection by the Owner shall not in any way relieve the contractor of its responsibilities for quality standards, and performance guarantee and their other obligations under the Agreement.

3.5: It is further agreed by the contractor that the contract performance guarantee shall in no way be constructed to limit or restrict the owner's right to recover the damages/compensation due to short-fall in the performance or under any other clause of the Agreement. The amount of damages/compensation shall be recoverable either by way of deduction from the contract price, contract performance guarantee and/or otherwise.

The contract performance guarantee furnished by the contractor is irrevocable and unconditional and the owner shall have the powers to invoke it notwithstanding any dispute or difference between the owner and the contractor pending before any court, tribunal, arbitrator or any other authority.

3.6: This Agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede any prior correspondence terms and conditions contained in the Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorised representative of both the parties.

#### 4.0: SETTLEMENT OF DISPUTES:

It is specifically agreed by and between the parties that all the differences or disputes arising out of the Agreement or touching the subject matter of the Agreement shall be decided by the process of settlement & arbitration as specified in clause No. 49.0 of the Conditions of the Contract and the provisions of the Indian Arbitration & reconciliation Act, 1996 shall apply and Delhi Courts alone shall have exclusive jurisdiction over the same.



IN WITNESS WHEREOF the parties through their duly authorised representatives have executed these presents (execution where of has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at Delhi.

WITNESS:

1..... (Owner's Signature)  
Printed Name

2. .... (Designation)  
Company's Stamp

1. .... (Contractor's signature)  
Printed name

2. .... (Designation)  
Company's stamp



## Annexure-I

### FORMS & FORMATS

#### *Form E.1: Eligibility Criteria Cover Letter (Company Letter head)*

The Chief Manager (Contracts and Material)  
Power System Operation Corporation Limited (POSOCO)  
8th/9th Floor, IFCI Tower  
61 , Nehru Place  
New Delhi-110019

Sub: Submission of the response to the RFP No <> dated <> for Appointment of Third Party Quality Control inspection agency in respect of Project/Works executed by Central/State Govt utilities through PSDF Grant throughout India.

Dear Sir,

We, the undersigned, offer to provide Services to POSOCO in response to the RFP dated <insert RFP date> and RFP No <insert RFP no> for "Appointment of Third Party Quality Control inspection agency in respect of Project/Works executed by Central/State Govt utilities through PSDF Grant throughout India".

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that <Name of Firm> and OEM <Names of OEM> is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that <Name of Firm> and OEM <Names of OEM> fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]

We are hereby submitting our Bids, which include the Eligibility Criteria, Technical Bid and the Financial Bid in separate covers. We hereby declare that all the information and statements made in this eligibility criteria are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our bid is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in the Fact Sheet. We agree to abide by all the terms and conditions of the RFP and related corrigendum(s)/ addendum(s). We would hold the terms of our bid valid for the days as stipulated in the Fact Sheet.

We hereby declare that as per the RFP requirement, we have not been blacklisted/ debarred by any Central/State Government during the last three (3) years from the original bid opening date.

We understand you are not bound to accept any Bid you receive.

Yours sincerely,



Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_



**Form E.2: Turnover Certificate**

To,  
The Chief Manager (Contracts and Material)  
Power System Operation Corporation Limited (POSOCO)  
8th/9th Floor, IFCI Tower  
61 , Nehru Place  
New Delhi-110019

Sub: Submission of Annual Turnover in response to the RFP No <> dated <> for Appointment of Third Party Quality Control inspection agency in respect of Project/Works executed by Central/State Govt utilities through PSDF Grant throughout India.

S. No.	Financial Year	Annual Turnover (INR Crores)
1.	FY 2017-18	
2.	FY 2018-19	
3.	FY 2019-20	
4.	FY 2020-21	
5.	FY 2021-22	

Note:

1. The audited Financial Statements for the corresponding year have to be enclosed.
2. The certificate must have UDIN issued by ICAI.

Name of the auditor issuing the certificate

Name of the auditor's Firm:

Seal of auditor's Firm:

Date:

(Signature, name and designation of the authorized signatory for the Auditor's Firm)



**Form E.3: Conflict of Interest (Company Letter head)**

To,  
The Chief Manager (Contracts and Material)  
Power System Operation Corporation Limited (POSOCO)  
8th/9th Floor, IFCI Tower  
61 , Nehru Place  
New Delhi-110019

Sub: Undertaking on Conflict of Interest regarding for Appointment of Third Party Quality Control inspection agency in respect of Project/Works executed by Central/State Govt utilities through PSDF Grant throughout India.

Dear Sir,

I/We do hereby undertake that there is the absence of actual or potential conflict of interest on the part of the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with POSOCO.

I/We also confirm that there are no potential elements (timeframe) for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold POSOCO harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by POSOCO and/ or its representatives if any such conflict arises later.

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_





**Form E.4: Declaration of Compliance of Order  
(Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144  
(xi) of the General Financial Rules (GFRs), 2017 (Company Letter head)**

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 & prescribed tender conditions).

**DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM**

I, the undersigned, ..... (full names), do hereby declare, in my capacity as ..... of M/s ..... (name of bidder entity), that:

- 1) The facts contained herein are within my own personal knowledge.
- 2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order
- 3) I certify that M/s ..... (name of bidder entity) **is not from such a country or, is from such a country** (strike out whichever is not applicable), has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]
- 4) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s ..... (name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Seal / Stamp of Bidder



**Form E.5: Format for Power of Attorney (PoA) executed in favour of the Authorized Signatory (To be executed on a non-judicial stamp paper of INR 100/-**

The Bidder may submit the Power of Attorney in their own format clearly stating that the person is authorized to sign on behalf of the bidder. It is also clarified that the "Letter of Authorization" is to be read as "Power of Attorney".

Know all men by these presents, We, [Insert full legal name of the bidding entity], having registered office at [Insert registered office address] (hereinafter referred to as the "Principal") do hereby constitute, nominate, appoint and authorize [Insert full name of authorized signatory] son of [Insert father's name] presently residing at [Insert address of authorized signatory] who is presently employed with us and holding the position of [Insert position/ designation of the authorized signatory] as our true and lawful attorney (hereinafter referred to as the "Authorized Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to the submission of our Bid in response to the RFP bearing number \_\_\_\_\_ for '<RFP Name>' dated \_\_\_\_\_, including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-Bid and other conferences and providing information/ responses to the Power System Operation Corporation Limited (POSOCO) of India (hereinafter referred to as the "POSOCO"), representing us in all matters before the POSOCO, signing and execution of all contracts and undertakings/ declarations consequent to acceptance of our Bid and generally dealing with the POSOCO in all matters in connection with or relating to or arising out of our Bid for the said assignment and/or upon award thereof to us till the execution of appropriate Agreement/s with the POSOCO.

AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Attorney pursuant to and in the exercise of the powers conferred by this deed of Power of Attorney and that all acts, deeds and things done by our said Authorized Attorney in the exercise of the powers hereby conferred shall always be deemed to have been done by us.

IN WITNESS THEREOF WE, \_\_\_\_\_ THE ABOVE-NAMED PRINCIPAL

HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF ....., 2021

For \_\_\_\_\_

(Signature, name, designation and address)

[Please put company seal if required]

[Notarize the signatures]

Witness 1:

Witness 2:

Name:

Name:

Designation:

Designation:

Address:

Address:

Signature:

Signature:



**Form T.1: Technical Bid Cover Letter (Company Letter head)**

To,  
The Chief Manager (Contracts and Material)  
Power System Operation Corporation Limited (POSOCO)  
8th/9th Floor, IFCI Tower  
61 , Nehru Place  
New Delhi-110019

Sub: Submission of the response to the RFP No <> dated <> for Appointment of Third Party Quality Control inspection agency in respect of Project/Works executed by Central/State Govt utilities through PSDF Grant throughout India.

Dear Sir,

We, the undersigned, to provide Services to POSOCO in response to the RFP dated <insert RFP date> and RFP No <insert RFP no.> for “Appointment of Third Party Quality Control inspection agency in respect of Project/Works executed by Central/State Govt utilities through PSDF Grant throughout India”. We are hereby submitting our Proposal, which includes Eligibility Criteria, Technical Bid and the Financial Bid in separate covers.

We hereby declare that all the information and statements made in this Technical Bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in the Fact Sheet.

We agree to abide by all the terms and conditions of the RFP and related corrigendum(s)/ addendum(s). We would hold the terms of our bid valid for the days as stipulated in the RFP.

We hereby declare that as per the RFP requirement, we have not been blacklisted/ debarred by any Central/ State Government during the last three (3) years from the original bid opening date.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_

**Form T.2: Format for Project Citation**

<b>General Information</b>	
Name of the Project	
Client for which the Project was executed	
Name and contact details of the client	
<b>Project Details</b>	
Description of the Project	
Scope of services	
Relevance to the current Project	
Outcomes of the Project	
<b>Other Details</b>	
Total cost of the Project	
Total cost of the services provided by the Bidder	
Duration of the Project (no. of months, start date, completion date, current status)	
<b>Other Relevant Information</b>	
Letter from the client to indicate the completion of the Projects (if any)	
Copy of LOA/ Agreement/ Client Certificate or self-certificate from authorized signatory	



**Form T.3: Deviation Statement (Company Letter head)**

**Name of Package: Appointment of Third Party Quality Control inspection agency in respect of Project/Works executed by Central/State Govt utilities through PSDF Grant throughout India.**

**[Deviations along with their withdrawal price, if any]**

*The following are the deviations and variations from and exceptions to the terms and conditions of the documents for the subject package. These deviations and variations are exhaustive. Except these deviations, the entire work shall be performed as per your specifications and document.*

Section/ Volume	Clause No./ Page No.	Deviations/ Variations/ Exceptions	Withdrawal Price
--------------------	-------------------------	--	---------------------

Date\_\_\_\_\_

Signatures \_\_\_\_\_

Printed name \_\_\_\_\_

Place\_\_\_\_\_

Designation \_\_\_\_\_

Common Seal \_\_\_\_\_

**NOTE: (1) Deviations to critical provisions relating to Terms of Payment; Contract Performance Guarantee/Performance Security; Liquidated Damages/ Deduction towards non-performance; Price & Price Basis and Validity of Bid will be considered as non-responsive and bid will be rejected by the Owner.**



**Form T.4: HSN Code & GST Rate for the BoQ Items (Company Letter head)**

**Name of Package: Appointment of Third Party Quality Control inspection agency in respect of Project/Works executed by Central/State Govt utilities through PSDF Grant throughout India.**

Sl. No.	Description	HSN Code	Applicable GST Rate (%)
1	<b>Inspection Service Charge</b>		
1.01	Service Charges of Engineer for Inspection per visit		
1.02	Service Charges of Skilled Assistant for Inspection per visit		
2	<b>Travel Expenses</b>		
2.01	Journey expenses per Visit	Limited as per Para 5.0 of bidding document.	
2.02	TA, DA and Accommodation per visit		
2.03	Hiring of Vehicles per Visit		
3	<b>Other Contingent Expenses, if any</b>		