


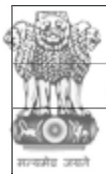
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Tender Ref No :	CC/CnM/TnI/ WBES/22-23				
Tender Title :	Development, Implementation, Warranty and Comprehensive AMC of 04 years for Web Based Energy Scheduling Software WBES for Power System Operation Corporation Ltd				
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2	Amendment-I Technical and other bidding provisions	Amendment, Clarification and Revised bid Document	23-Aug-2022 02:59 PM	Amend2.pdf 	3929.69



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Bid Submission Start Date	02-Aug-2022 05:00 PM	Bid Submission End Date	23-Aug-2022 03:00 PM



Bid Document (Amended)

For

Development, Implementation & AMC
(04 years) of

Web Based Energy Scheduling Software
(WBES)

for

Power System Operation Corporation
Ltd. (POSOCO)

Version 3

Tender Ref. No. : CC/CnM/TnI/WBES/22-23/

NIT No.: 01/2022

Original Tender ID: 2022_POSOC_695882_1

Revised Tender ID: 2022_POSOC_704431_1

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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.

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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.

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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

Development, Implementation, Warranty & Comprehensive AMC (04 years) of Web Based Energy Scheduling Software (WBES) for Power System Operation Corporation Ltd. (POSOCO)

The application shall be developed in **Centralized WBES architecture**. WBES applications shall encompass the existing functionality of all RLDCs and NLDC and integration with external applications through Web API and ftp. The new proposed application is envisaged with advance features to include future integration. The detail functional Specification is given in Volume-I i.e. *Technical Report on Features Functions Architecture Deployment and Maintenance of WBES*.

The application will be developed in the bidder environment, during development phase including testing, Licenses, security and creation of DevOps environment for application development, and then after successful UAT (User Acceptance Test) at bidder environment, the application shall be migrated on the production environment of the existing NLDC IT Infrastructure at Delhi. The application shall be developed on enterprise level, with support in India. The applications, workload and its services shall be flexible, robust, versatile and compatible to easily host on the existing DC- DR environment at NLDC, with both the Full and incremental backup at DC, Delhi. The DC (Data Centre) is hosted at NLDC, Delhi and DR (Disaster Recovery) is hosted on Backup NLDC infrastructure at ERLDC, Kolkata. The separate set of VM's will be allocated in HCI system, with required computing resources, logically separated, for the application and the required database at both DC and DR location. The DC and the DR will be asynchronously connected, with defined RTO and RPO.

The bidder shall be responsible for development of the application as per the given functionality. The UAT (User Acceptance Test) will be done at the developer environment and the SAT (Site Acceptance Test) shall be done at NLDC, Delhi on the DC-DR environment. The application shall be developed within nine months from the date of award of the contract. After successful SAT, the application will Go-Live after issue of Clearance certificate from the Engineer-In-charge. The application shall be under one-year warranty and four-years maintenance, with the optional provision of two-years extension.

General Guideline:

- 1) The application shall be developed within nine months from the date of award of the contract.

- 2) The application shall be developed in the bidder environment, during development phase including testing, security and DevOps environment for application development, and after successful UAT (User Acceptance Test), bidder environment, the application shall be migrated on the production environment, provided by POSOCO in the existing NLDC IT Infrastructure.
- 3) The UAT (User Acceptance Test) shall be done in bidder environment, after successful UAT, the SAT (Site Acceptance Test) shall be conducted at NLDC IT infrastructure on DC-DR environment. After successful SAT the application will Go-Live after Clearance certificate from the Engineer-In-charge.
- 4) The WBES application shall be developed in Centralised Architecture, wherein it shall encompass the existing functionality of WBES in all five RLDCs and NLDC and integration with external applications through a Web API, REST, JSON, SOAP etc. The detail Functionality requirement is given in Volume-I.
- 5) The WBES frontend application shall have modular architecture and should be implemented in the progressive web app (PWA) using platform like React JS / Angular / similar capabilities.
- 6) The Operating system for the application shall be either Window or Linux with OEM support with regular patch updates, till the duration of the contract.
- 7) The bidder shall provide the real time, application performance monitoring tools with visualization layer. It shall also have log monitoring tools. The detail is given in section 'Automated Monitoring Tool'
- 8) The bidder is required to develop application in their own environment and show case all technologies during UAT ie. IDE, Source Code Management, Build process, Continuous integration / continuous delivery (CI/CD) pipeline, bug tracking, continuous integration and deployment.
- 9) Bidders are expected to propose the Database as per their proposed Application architecture keeping in mind the complexity of the processes and time-bounded activities. The proposed database shall meet transaction performance requirements, Scalability, Reliability, Integrity and consistency of data across the system, replicability across DC-DR infra. The detail is given in section '**Database**'.
- 10) The Application shall be compatible to handle 250-300 concurrent users. The Concurrent users may increase to 1000 user in next 5 years.
- 11) A reasonable set of practical (**Service level Agreement**) SLAs shall be demonstrated by the bidder during SAT. There are different components in the applications such as Declare Capacity, Entitlement, Requisition, Create Schedule, Curtailment, URS, exchange of data through API etc. The functionality areas of each will have their required SLA which should be met during SAT and same shall be maintained during the contract period. The bidder shall be fully responsible for the specified SLA for the complete duration of the contract, including warranty and AMC period.

S No	Description	Required	SLA Time / Percentage
1	Application Availability	Availability Per Quarter Yearly	99.99%
2	API response time at the client site, for Web Page for Declaration Capacity, Entitlement, Requisition, Curtailment, URS, Net Schedule, Full Schedule, Schedule Summary etc Every web page, part of the application	Page load time (any date)	1 sec

3	Declaration Capacity, Entitlement, Requisition, Curtailment, URS, Net Schedule, Full Schedule, Schedule Summary etc	Revision update time (any date)	1 Sec
4	Scheduling Creation with Rerouting of LTA, MTOA among available Link and Path	Schedule Creation with Rerouting, Display of rerouted Transaction time	15 Sec
5	Successful Full Schedule Creation	Create new Schedule time	10 Sec
6	Web Page for Report Opening for any Day, even for Download in any format.	Viewing report (Both Past date and Real time)	1 Sec
7	Web Page for Process Management	Status Update	1 Sec
8	All concurrent API data exchange, API load time, summary (push and pull)	Both Internal and external	1 Sec
9	Notifications / Snapshot	Update in every Second	1 Sec
10	Web for reports Opening for last One Year, download in any format	Viewing report (Both Past date and Real time)	5 sec
11	Visualization of Real-Time Interactive Dash Board	Viewing report (Both Past date and Real time)	1 Sec
12	Offline Visualization for different parameter of last one Year	Viewing report (Both Past date and Real time)	5 Sec
13	Preparation of weekly implemented Schedule for DSM Reports for each RLDCs	View and Download	5 minutes
14	Preparation of monthly implemented Schedule for REA account for each RLDCs	View and Download	30 minutes

- 12) Reporting and Visualization shall provide for reports, interactive dashboards and offline visualization as defined in the functional RFP (Volume-I).
- 13) User specific content shall be visible to the concerned users. The web pages shall be enabled for different users based on their roles and permissions within the WBES Administration, and they can be easily customized for specific use.
- 14) The application shall be IPv4 and IPv6 compliant.
- 15) **License:** All possible licenses procured for this project shall be in the name of POSOCO for the complete duration of the contract.
- 16) All the possible licenses required for the smooth operation of the application and its services / supports, as defined in the RFP, should be clearly listed during the time of bidding. The cost of the licenses / support / yearly subscriptions, for complete duration of the contract, shall be included during the price evaluation of the bidder. The licenses cost and Enterprise support provided may be scrutinized/verified by POSOCO.
- 17) The cost of licenses for product updates and supports, for the duration of the contract, may be one-time payment / yearly subscription shall be included in the offered cost for Warranty and Comprehensive AMC.
- 18) The bidder shall provide the development environment, along with all the license, during the development phase.
- 19) The bidder shall provide all the license for the production environment only. The environment and the Licenses for the staging, Testing and development after the system has Go-Live will be provided by the POSOCO.
- 20) The bidder shall report any exceptions to license terms and conditions to POSOCO. The responsibility of license compliance solely lies with the bidder. Any financial penalty imposed on POSOCO during the contract period due to license non-compliance shall be borne by the bidder.

- 21) The bidder shall handover all source codes of custom developed software to POSOCO. POSOCO shall have all legal rights over the code and applications. POSOCO shall have all the IP rights, of all the custom software module developed as part of this solution.
- 22) The Bidder shall not propose any freeware / open-source Software, without Enterprise level support / OEM support, from the authentic/secure software supplier, and the same shall be confirmed and approved by Engineer-In-Charge.
- 23) **Compliance:** The bidder shall insure that application shall comply with data security policies and standards, guidelines and notification published by the Government of India, MoP, CERC, CEA, MeitY etc for development of WBES Applications, and as suggested in <http://egovstandards.gov.in>, <https://web.guidelines.gov.in>, GIGW-manual, NDSAP-2012 and ISO 27001 standard etc. and shall comply with all requirements of POSOCO Information Security Policy.
- 24) The platforms selected for development as well as all necessary plug-ins, devices, software/hardware and tools & packages to be used for development, testing, deployment, operation and future patch management, upgradation and maintenance processes should adhere to POSOCO Information Security Policy and should conform to POSOCO Standard requirements and benchmarking
- 25) The bidder shall also provide a Mobile App with the features of the WBES applications reports, visualisations to visualise all custom based, pre-formatted and pre-stored reports
- 26) The developed WBES applications shall be accessible through multiple channels such as desktops, laptops, smartphones and tablet etc.
- 27) The bidder shall maintain the confidentiality of all the data that he might come to know pertaining to POSOCO during the implementation and maintenance period (NDA to be signed with POSOCO).
- 28) **Old Data Migration:** The current WBES RDBMS data is scattered across five RLDCs and NLDC. The bidder shall be responsible for migration of existing WBES data of last 6 years, to NLDC IT infrastructure. The old data shall be available till the Go-Live of the system. The old data shall be easily extracted and downloaded in csv, excel format for all the parameter with features of 'From' and 'To' date and Time-block wise.
- 29) **Go-Live:** POSOCO shall issue an acceptance certificate/completion certificate after successful completion of SAT at NLDC IT environment, and includes, admin/user level training, user level documentation, sharing of database architecture, source code of WBES application, VAPT and migration of old WBES data to NLDC IT infrastructure. Thereafter the system will Go-live.
- 30) **Manpower requirement:**
 - a. **Qualification of Manpower to be deployed:**

S. No.	Role	Minimum No of Positions
1	Project Manager a) B.E./ B.Tech./BCA / MCA /MBA/ BSc/ MSc or equivalent or higher. b) Experience: Minimum twelve (12) years in IT sector. c) Should have more than five (5) years of experience of leading such Power sector/ Digital Transformation/Large Projects implementation projects as Project Manager. d) Should have experience of atleast Two Project of Software development and Maintenance of Transactional (data) portal operating on 24x7 basis, with least permissible down-time	1

S. No.	Role	Minimum No of Positions
	e) Desirable to have knowledge and experience of Power sector related technology, system architecture, software design techniques and software engineering. f) Significant experience of working with any power utilities and Public Sector Union (CPSU)/ PSU within India etc. g) Experience of atleast one SLDC/RLDC/NLDC / Discom / Indian Power Sector Utilities end to end project implementation experience.	
2	Power Domain Expert (System Operations Specialist) a) B.E./ B.Tech./BCA / MCA /MBA/ BSc/ MSc or equivalent or higher with at least Ten (10) years of work-experience. b) Desirable to have knowledge and experience in leading engagements focusing on power system operations, grid management, Renewable Energy Scheduling, Account & Deviation, Open Access, Power Market etc. automation and digitalization of system operations, development of power system monitoring and control mechanisms/tools c) Significant experience in India power sector of Minimum 5 years d) Exposer to CERC / SERC Regulation and Power Market e) Experience of executing projects with Govt. Utilities / PSU / Indian Power Sector Utilities project implementation experience. f) Each have experience of atleast Two IT System Project.	2
3	Enterprise / Solution Architect a) B.E./ B.Tech./BCA / MCA /MBA/ BSc/ MSc or equivalent or higher. b) Experience: Minimum Eight (8) years in IT sector. c) Minimum 5 years of experience as enterprise solution architect in designing micro services-based architecture / containerization in large Project of similar nature of Application Development. d) Experience of at least two IT systems project. e) Certified Solution Architecture from the Reputed Institute / Organization	1
4	Security Architect Engineer/ Manager a) B.E./ B.Tech./BCA / MCA /MBA/ BSc/ MSc or equivalent or higher b) Experience of more than five (5) years of experience c) Certified Security Architecture from Reputed institute / Organization (include all aspect of cyber security, Web Security and Database Security) d) Each have experience of atleast two Projects	2
5	Quality Assurance (QA) Engineer / Manager	1

S. No.	Role	Minimum No of Positions
	a) B.E./ B.Tech./BCA / MCA /MBA/ BSc/ MSc or equivalent or higher b) Minimum Two years' experience in testing/QA in DevOps environment. c) Should have worked as a tester/QA in DevOps environment in at least two projects in Power sector domain. d) Certified Quality Assurance (QA) from Reputed Institute / Organization	
6	DevOps Engineer / Manager	2
	a) B.E./ B.Tech./BCA / MCA /MBA/ BSc/ MSc or equivalent or higher b) Minimum Three years of experience in development in DevOps environment and have worked as a developer in DevOps environment in at least Two project. c) Certified DevOps Engineer from reputed Institute / Organization	
7	Technical Leads / Developer	5
	a) B.E./ B.Tech./BCA / MCA /MBA/ BSc/ MSc or equivalent or higher b) Experience of Minimum Five (5) years, in similar/large projects of similar projects implementation on-premise infrastructure including Microservices / Containerization and Container Orchestration c) Certified Developer from the reputed Institute / Organization for the provided Framework for the proposed Bid. d) Each have experience of Minimum Two Project.	
8	Database Administrator (DBA)	2
	a) B.E./ B.Tech./BCA / MCA /MBA/ BSc/ MSc or equivalent or higher b) Experience of more than Five (5) years of experience in database maintenance and administration of the provided database. c) Certification of Database Administrator Certificate from the OEM / OEM Approved Provider for the provided database d) Each have experience of Minimum Two Project	
9	Resident Engineer (NLDC Location) a) At least 1 Support Engineer (B.E./ B.Tech./BCA / MCA /MBA/ BSc/ MSc or equivalent or higher with involvement in the WBES project implementation and structuring for minimum 6 months during development of the project) b) Experience of Minimum of Two Project (General Shift - for 6 days a week) from 9:00 to 17:30 hrs	1
	TOTAL	17

- b. Bidder to propose resources to be deployed on the project along with their CVs format as prescribed of this RFP.
- c. POSOCO shall reserve the right to interview resources proposed by the Bidder.
- d. The deployed resources person will be on the basis of mutually agreed. Once the resources are approved by POSOCO then only the same shall be deployed on the project.
- e. All proposed CVs must be duly signed by the Head of Human Resources of the bidder. POSOCO reserves the right to ask bidder to replace any resource, any-time during the execution of project, to which the bidder shall always comply with.
- f. Different profiles need to be proposed against different roles. All resources proposed by the bidder must be deployed on the project.
- g. The deployed resources person shall be on company pay-role for minimum two Years (till the completion of the Warranty Period). In case of replacement of resource person, due to any emergency, the equivalent qualified resource person shall be deployed on mutually agreed basis, after the due interview by the POSOCO.
- h. **Resident Engineer:**
 - i. Resources deployed by bidder, at POSOCO site, shall bring their own computing devices. The computing devices (laptops / desktops) should have appropriate security solutions such as (Anti-Virus - Anti Malware etc.) to avoid security breach.
 - ii. The Support Engineer deputed at Site during warranty Period, shall be involved during the application development atleast for 6 month and should have an experience of minimum two projects over and above the current project. POSOCO does not encourage replacement of resources unless it has been explicitly asked by the POSOCO. If, however, due to some pressing needs, the bidder proposes a replacement of resource, the proposed resource shall have similar/ better profile as compared to the resource being replaced with regards to Academic Profile, Relevant Work Experience and Relevant Technical Expertise.

Note: If any of the claims made or documents submitted by the Bidder are found to be inaccurate, POSOCO may reject its bid/LOA/Contract at any stage with immediate effect without any claim from the bidder.

2. Engineer-In-Charge:

For supervision & coordination of the above job, Dy. General Manager (T&I) 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-B 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)

The qualifying requirements under the proposed tender has been classified in two categories as follows:

1. Pre-qualification Criteria: Bidder Eligibility Criteria
2. Technical Evaluation Criteria

Pre-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.

Before opening and evaluating their Technical Bids, bidders are expected to meet all the pre-qualification criteria of the RFP. Bidders failing to meet these criteria or not submitting requisite supporting documents/ documentary evidence for supporting eligibility criteria are liable to be rejected summarily.

Technical Bids of only the pre-qualified bidders will be evaluated. The bidders' technical bid shall be evaluated as per the requirements specified in the RFP and adopting the evaluation criteria mentioned in this RFP. The Bidders are required to submit all required documentation in support of the technical criteria specified as required for the technical evaluation

PART-A: PRE-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 existence since last 5 years from the original bid opening date and the Bidder shall be Registered for GST and Income Tax in India.
2. The Bidder shall have Head or Branch office in Delhi & NCR with a strength of minimum 10 technically skilled and qualified permanent employees having minimum qualification of B.E./ B.Tech./BCA / MCA /MBA/ BSc/ MSc or higher having at least One (1) year of professional experience required to provide the services envisaged under the contract from local resources i.e. Delhi & NCR.
3. "The bidder should have at least 100 (one hundred) technically skilled and qualified permanent employees or engineers directly on its own payroll working in India having minimum qualification of B.E./ B.Tech./BCA / MCA /MBA/ BSc/ MSc or higher having at least One (1) year of professional experience as on the date of original bid opening.
4. Following Minimum number of Certified Professional should be on the payroll of the bidder
 - a. Three Certified Data Base Administrator (DBA), certified from OEM or OEM Approved Provider for the proposed DataBase.
 - b. Three Power Domain Expert with minimum experience of two Projects in Power Sector.
 - c. Three Certified DevOps Engineers with minimum experience of two Projects.
 - d. Three Certified Solution Architecture with minimum experience of two Projects.

- e. Three Certified Security Architecture with minimum experience of two Projects.
- f. Two Certified Quality Assurance Engineer with Certificate related to Quality Management for Project development life cycle with Minimum experience of Two Projects.

Project means any software development/maintenance work.

Proof of employee being on the payroll of the bidder shall be submitted in any of the following forms:

- a. Existing/latest employee list as per EPFO, or,
- b. Latest salary slip of the employee, or,
- c. certificate from employer.

Proof of professional qualification may be submitted in the form of CVs along with valid certification as on the date of original bid opening.

5. 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 15.63 Crore (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."

6. The Bidder should have valid certifications for the below certifications at the time of submission of the Bid:
 - a) Valid Capability Maturity Model Integration CMMi Level 5 certification or equivalent Indian Standard as notified by GoI.
 - b) Valid ISO 27001.
 - c) Valid ISO 9001.

7. The Bidder should have positive Net worth during each of the last three financial years (i.e. 2019-20, 2020-21 & 2021-22).

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

8. The bidder must have experience of atleast Two Projects for Software Development (including Microservices) and Maintenance, Transactional (data) portal operating on 24x7 basis, in any Government Department / PSU / public listed company within India, in last 5 Years, from the date of original bid opening. Such Software shall be in operation for minimum of one Year.

Note: Software Development and Maintenance means any works/projects, in any field which includes Development and Maintenance involving DevOps, Microservices and integration with database.

9. The bidder shall have experience of Software Development work in any Government / PSU / any Public Listed Company during the last five years from the original date of bid opening, as per the following:

a. Three successfully completed work for the development, Implementation with/without Maintenance of software where executed value of each work is not less than ₹ 4.70 Crores.

OR

b. Two successfully completed work for the development, Implementation with/without Maintenance of software where executed value of each work is not less than ₹ 7.82 Crores.

OR

c. One successfully completed work for the development, Implementation with/without Maintenance of software where executed value of work is not less than ₹ 10.94 Crores.

Note: Software development, Implementation with/without Maintenance of software means any works/projects, in any field which includes only Development, Implementation and Maintenance of software excluding supply & Installation of hardware, if any.

10. The bidder or any of its associates / subsidiaries/ parent entity shall not have been debarred or blacklisted by Central Government/State Government/PSU/ Govt. Undertaking in India anytime during the last Three years, from the date of original bid opening.
11. Joint Venture or Consortium of any form is NOT permitted under the tender. The financial and technical criteria shall be considered only for the Bidder and not for any associates/subsidiaries of the Bidder.

PART-B: TECHNICAL CRITERIA FOR EVALUATION

Sl. No.	Technical Criteria	Marks
1	<p>The Minimum Annual Average Turnover (MAAT) of the company computed 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).</p> <p>>= INR 100 Crores : (10 marks) >= INR 50 Crores and < INR 100 Crores : (8 marks) >= INR 15.63 Crores and < INR 50 Crores : (6 marks)</p> <p>Relaxation in Minimum Annual Average Turnover (MAAT) by 20 % shall be considered for MSME bidders/start-ups as per GoI guidelines. In that case bidder has to submit the MSME registration/start-up certificate.</p>	10
2	<p>The Bidder's having full time technically qualified personal on its own pay-rolls having minimum qualification of B.E./ B.Tech./BCA / MCA /MBA/ BSc/ MSc or higher having at least One (1) year of professional experience as on the date of original bid opening.</p> <p>>= 200 Employees : (10 marks) >=150 and <200 Employees : (8 marks) >= 100 and <150 Employees : (6 marks)</p>	10

Sl. No.	Technical Criteria	Marks
3	<p>The bidder shall have following valid Certification, Two Marks for each</p> <ol style="list-style-type: none"> 1) ISO 14001 (Environmental management systems), 2) ISO 20000-1 (Information Technology Service Management) 3) ISO 45001 (OHSAS) (Occupational health and safety (OH&S) management system) 4) ISO 27001 - Information Security Management 5) ISO 9001 - Quality Management System 	10
4	<p>Bidder's Experience (Number of Projects) in Development / Maintenance of any Similar Software at NLDC/ RLDC/ SLDC/ RPC/STU/Discom / PSU / in Power Utilities in last 5 years from the original date of bid opening.</p> <p>Similar Software:</p> <ol style="list-style-type: none"> a) Scheduling and Dispatch of Power b) Sharing of Inter-State Transmission Charges and Losses / Point of Connection Tariff c) Energy Accounting including UI / Deviation Settlement Mechanism / Availability Based Tariff (ABT) d) Open Access in Electricity e) Renewable Energy Scheduling f) Power Market Energy Scheduling / Power Trading Platform g) Power Transmission Losses h) Renewable Energy Certification / Renewable Purchase Obligation i) Forecasting of Renewable Power / Power Load Forecasting <p style="margin-left: 40px;"> >= 3 Projects : (15 Marks) 2 Project : (10 marks) 1 Project : (5 mark) </p>	15
5	<p>Bidder having experience of projects in multiple Fields in any Power industries involving Government Department / PSU / Private Power Utilities in last 5 years from the original date of bid opening.</p> <p>Field:</p> <ol style="list-style-type: none"> a) Scheduling and Dispatch of Power b) Sharing of Inter-State Transmission Charges and Losses / Point of Connection Tariff c) Energy Accounting including UI / Deviation Settlement Mechanism / Availability Based Tariff (ABT) d) Open Access in Electricity e) Renewable Energy Scheduling f) Power Market Energy Scheduling / Power Trading Platform g) Power Transmission Losses h) Renewable Energy Certification / Renewable Purchase Obligation i) Forecasting of Renewable Power / Power Load Forecasting <p style="margin-left: 40px;"> >= 3 Field : (15 marks) 2 Field : (10 marks) 1 Field : (5 mark) </p>	15
6	<p>Bidder's experience in terms of development, supply, installation, commissioning and maintenance of Software involving DevOps, Microservices, / Containerization and Container Orchestration in last 5 years from the original date of bid opening.</p>	5

Sl. No.	Technical Criteria	Marks
	>=5 Project : (5 Marks) 3 or 4 Project : (3 Marks) 2 Projects : (2 Marks)	
7	The Number of Certified Data Base Administrator (DBA), certified from OEM or OEM Approved Provider for the provided database on bidder's own Pay-rolls, having two project* experience or more as DBA. >= 10 Resources : (5 marks) >= 5 and <10 Resources : (4 Marks) >= 3 and <5 Resources : (3 Marks)	5
8	The number of Certified DevOps Engineer having two Project* experience or More, on bidder's own Pay-rolls. >=7 Engineers : (5 Marks) >=3 and <7 Engineers : (3 Marks)	5
9	The number of Certified Security Architect Engineer (which include all aspect of cyber security, Web Security and Database Security), with two Project* experience or More, on bidder's own Pay-rolls. >=7 Engineers : (5 Marks) >=3 and <7 Engineers : (3 Marks)	5
10	The number of Certified Quality Assurance Engineer with Certificate related to Quality Management for Project development life cycle, having two Project* experience or More, on bidder's own Pay-rolls. >=7 Engineers : (5 Marks) >=2 and <7 Engineers : (3 Marks)	5
11	Approach & Methodology 1. Functional Understanding and its solution, and its detailed logic & Technical Requirement 2. Understanding of Internal and External API connectivity and its data flow 3. Understanding of different type of Reports, Visualization, Database Architecture to meet the requirement of RfP 4. Understanding of Application design, DevOps, Microservices, Containers along with its Diagram 5. Robustness of work plan, approach & Methodology to meet project objective and timelines for the project deliverables and activities with weekly/monthly break up of activities, effectiveness of milestone & activity tracking and program governance 6. Explanation and validation of the bidder proposed solution / Sizing will meet or exceed the technical and functional requirement including the SLA's, Volume / scale and other necessary performance 7. The optimum list of License proposed and its sizing 8. Structured Walkthrough, Presentation and demo of the proposed application by the Bidder based on the functional requirements	15
TOTAL		100

* Project shall mean “any software development/maintenance work”.

Bid Evaluation: Only those bids which have scored 70 and above (Out of total Score of 100) in the technical evaluation and have scored minimum of 10 in Technical Criteria Sl. No. 4 & 5 (Out of total Score of 30), will be considered qualified and financial bids of those bidders shall be opened. However, if none or less than 3 numbers of bidders achieve score of 70 or above marks (Out of total Score of 100) in technical bid, then top 3 ranked bidders with minimum score of 10 in Technical Criteria Sl. No. 4 & 5 (Out of total Score of 30) will be considered qualified and financial bids of those bidders shall be opened.

PART-C: GENERAL

- (a) In case, bidder/OEM 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/OEM is a subsidiary of a holding company, the experiences shall be of that subsidiary company only (i.e., excluding its holding company).
- (b) Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 10 (d) of Public Procurement (Preference to Make in India) Order, 2017.
- (c) Tender specific OEM authorisation letter.
- (d) OEM or Authorised Seller of OEM should have a registered office in India to provide after sale service support in India. The certificate to this effect should be submitted.
- (e) **Malicious Code Certificate:** The seller should upload following certificate in the bid:
 - i. This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to:
 - (i) Inhibit the desires and designed function of the equipment.
 - (ii) Cause physical damage to the user or equipment during the exploitation.
 - (iii) Tap information resident or transient in the equipment/network.
 - ii. The bidder will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.
- (f) Undertaking from OEM stating that (i) the product offered is not declared as at “End-of-sale” and “end-of-support” for next 7 years from the date of Go-Live/ToC and (ii) they would support including spares, patches, updates/upgrades etc for the offered products/software for next 07 (Seven) years from the date of Go-Live/ToC.
- (g) 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.
- (h) 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.
- (i) Cut-off date for all the requirement shall be considered as original date of bid opening i.e.

23-08-2022.

- (j) 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 quoted price shall be inclusive of all charges/expenses towards cost of licenses / support / yearly subscriptions, for complete duration of the contract onsite visits, travelling, boarding and lodging etc. No charges shall be claimed over and above the quoted price under any head except for taxes.

6. Destination/Site to be Integrated

For the purpose of solution implementation, the location of different sites is as follows:

The Data Centre at NLDC, Delhi	National Load Despatch Centre B-9, Qutab Institutional area, Katwaria Sarai, New Delhi-110016
The Disaster Recovery (DR) at ERLDC, Kolkata	Eastern Regional Load Despatch Centre 14, Golf Club Road, Tollygunge, Kolkata- 700033

Details of site to be integrated with proposed solution is mentioned in technical specification.

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.

1. **Interest Bearing Advance (Optional*):** Ten percent (10%) of the **Application Development and Licenses/Subscription Cost for 5 Years (1Year Warranty) (i.e. Sl. No. 1.01 of Annexure-A, BoQ)** shall be paid as an interest-bearing initial advance after signing of the Contract Agreement and on submission of the following documents

- a) Unconditional acknowledgement of Letter of Award

- b) A signed copy of Contract agreement and NDA.
- c) An unconditional & irrevocable Bank Guarantee in favour of POSOCO towards Contract Performance Guarantee (CPG).
- d) Advance Bank Guarantee for 110% (one hundred ten percent) of the amount of Advance (Format attached at Annexure-C1).
- e) Bidder's detailed invoice in triplicate.

In case of advance, the bidder shall, within 7 days from the date of receipt of Advance, furnish an Advance Receipt Voucher to the Employer, as prescribed under the GST Law.

Interest rate applicable on advance payment to the Bidder shall be **at the rate equal to one-year MCLR rate [One-year Tenor rate p.a.] published by State Bank of India prevailing as on the date of drawal/disbursal of advance.** The said interest rate shall remain fixed and shall be applicable till the advance amount is fully repaid. The interest will be charged considering proportionate adjustment of advance against progressive payment as tabulated below. The interest shall be calculated on the daily progressive balances outstanding as on the date of recovery/adjustment.

It is understood that as per extant provisions, GST is not payable on interest charged on amount of Advance. If payable, the same shall be to the Bidder's account and POSOCO shall not reimburse any GST on this account.

Further, the Bidder shall submit the certificate of Tax Deduction at Source (TDS) on interest within 3 months from the end of the quarter in which adjustment of advance has been made for claiming refund from POSOCO. No claim for refund will be entertained after end of the aforesaid period of 3 months. Further, while submitting the TDS Certificate the details of Contract No, Project, Quarter etc to which the TDS certificate pertains, shall also be submitted tallying the amount with the TDS Certificate.

*Note: * This payment is an optional payment. The Bidder has the option of taking the interest-bearing initial advance or otherwise.*

In case, the Bidder opts not to take interest bearing advance as above, it would be mandatory for him to submit the documents listed at Sl. No. (a), (b) and (c) above within twenty-eight (28) days of issuance of LOA.

Further, progressive Payment for Application Development and Licenses/Subscription Cost for 5 Years (1Year Warranty) shall be released in a phased manner as detailed below

Phase	Milestone	Payment
Phase-I	After successful completion of UAT & deployment of software at NLDC.	20% of the total Application Development and Licenses/ Subscription Cost for 5 Years. (i.e. Sl. No. 1.01 of Annexure-A, BoQ) Note: In case, the bidder opts not to take interest bearing advance or has opted to take interest bearing advance but the advance payment has become

		inadmissible, then this payment shall be 30% instead of 20%.
Phase-II	After completion of SAT	40% of the total Application Development and Licenses/ Subscription Cost for 5 Years (i.e. Sl. No. 1.01 of Annexure-A, BoQ)
Phase-III	After the system is declared Go-Live, post clearance by Engineer-In -Charge. The system shall Go-live after supply, installation, commissioning of the application in DC-DR environment at NLDC infrastructure, with due documentation, training, VAPT, 5-year Licenses and migration of old data of last 6 years from all RLDCs and NLDC.	30% of the total Application Development and Licenses/ Subscription Cost for 5 Years (i.e. Sl. No. 1.01 of Annexure-A, BoQ)

2. For Warranty, Resident Engineer & C-AMC: The Payment for Warranty, Resident Engineer & C-AMC activities shall be released on quarterly basis after the completion of every quarter and after verification by Engineer-in-charge or his authorised representative and on submission of following documents:

- a. Vendor's detailed invoice in triplicate.
- b. Certificate regarding PF and other statutory requirement in relation to labour laws by Vendor.
- c. Certificate from the vendor for the payment to the deputed Resident Engineer as per the prevailing Government minimum wages norms. During pendency of contract if Government increases the wages, vendor has to absorb the same ensuring payment to the residence engineer as per Government norms.
- d. Tax shall be deducted at source as per the statutory laws.
- e. During the entire period of contract, if bidder fails to perform the services as per the defined scope of work under technical specification, penalty shall be applicable as defined in technical specification of bidding documents. All the levied penalty shall be deducted from the bill raised by the Bidder/Seller.

3. For Optional Training Charges: The Payment for Optional Training, if any, shall be released after the completion of every training and after verification by Engineer-in-charge or his authorised representative

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-C**, 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 contract price (Sl. No. 1.01 to 1.07) and shall be furnished within 30 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 (i.e. till end of Comprehensive AMC for Year 4).

Alternatively,

Initially, CPG may be kept valid for a period of 90 days after the end of Warranty period. However, before the start of C-AMC for Year 1, the validity of the submitted CPG shall be further extended for a period of 90 days after the expiry of C-AMC of Year 4. The bidder may also opt for submission of Fresh CPG, 30 days before the start of C-AMC for Year 1. POSOCO retains the right to encash the Original CPG submitted by the bidder, If the bidder fails to extend the validity/submit fresh CPG, before start of CAMC for year 1.

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. Schedule for Development & Implementation

WBES platform software development and implementation (Go-Live)

(T = T is referred to project start date from the date of award of the contract.).

Indicative Project Plan:

S. No	Activity / Task / Milestone	Time to Completion (in Weeks)
1	Project Start	T
2	Project Kick-off and Assessment of the Existing System - requirement gathering	T+2
3	Preparation of Solution Architecture Design Document. Submission of Functional Requirements Specification (FRS), Application Design Documents of the proposed system (High Level Design (HLD) and Low-level Design (LLD)) 3. Integration Design documents for internal and external applications 4. Software License details	T+4
4	Confirmation and comments by the POSOCO, on the solution design proposed by the bidder	T+5

5	Development of WBES Application and peripherals, involving domain expert from POSOCO. Review of progress in every 15 days	T+4 to T+34
6	UAT Testing at Vendor Environment, Stress Load Test	T+35
7	Security testing, patching hardening at Production Site (Licenses)	T+36
8	SAT : a) Deployment & Testing at Production site at NLDC, including DB replication at DR - Before System GO-Live. b) Software acceptance and its implementation on given hardware. c) Hardware implementation services (implementation of docket, containers, and required microservices). d) Training for User level and Admin level. e) Stress Load Test f) VAPT by CERTin Certified	T+38
9	Go-Live: a) Clearance Certificate from POSOCO b) Compliance of all Software Licenses c) Migration of Old WBES data from each RLDCs at the NLDC data Center	T+39
10	Warranty & AMC Activities	One Year Warranty and Four-Years AMC
11	Extended Comprehensive AMC	2 Years Extended AMC

The implementation agency needs to submit a detailed project plan on the commencement of the project.

10. Duration of Comprehensive Annual Maintenance Contract

The application shall be in one-year warranty and then Four-Year Comprehensive AMC, with a provision for extension of Comprehensive AMC by further two years on same rates terms & conditions.

INSTRUCTION TO BIDDERS

11. 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.

12. Eligible bidders:

- 12.1 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, 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.
- 12.2 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.
- 12.3 The Bidder, directly or indirectly shall not be a dependent agency of the Employer.
- 12.4 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.
- 12.5 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 contract

A 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.

13. 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, 8th & 9th 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}*
- ii) Scanned copy of duly filled Bid Form and Attachments.
- iii) Form E.1: Eligibility Criteria Cover Letter
- iv) Form E.2: Turnover from IT/ICT and Information security/Cyber-security advisory services and Net worth Certificate
- v) Form E.3: Conflict of Interest declaration
- vi) Form E.4: Power of Attorney executed in favour of the Authorized Signatory
- vii) Form E.5: Scanned Copy of Integrity Pact *{Two Copies of (in Hard-Copy) Integrity Pact duly signed & stamped on each page shall be submitted in Original before the date of submission of bids}*

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 / Case Studies
- iii) Scanned copy of statement of compliance to Technical Specification.
- iv) Scanned copy of Bid Acceptance Letter (**Annexure-D**).
- 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_WBES.xls

14. Guidelines for Reverse Auction

- 1) The Reverse Auction will be carried on CPP portal and will be guided by the procedure of the CPP portal.
- 2) Tender Cum Auction is a combination of Tender Followed by Auction (Reverse Auction). It is also called as eRA.

- 3) In eRA, tendering process will be followed as per the instructions given in NIT / Tender Documents. Subsequently, Reverse Auction will be conducted amongst techno-commercially qualified / approved bidders after Opening of Financial / Price Bids' online. The Reverse Auction will be normally initiated after Opening of Price Bids. There will be no participation fees for Auction.
- 4) Only such bidders who have been found techno-commercially qualified as per requirements of the tender will be permitted to participate in the Reverse Auction.
- 5) After opening of the price (financial) bids, System displays L1 price based on either over all basis or item wise / lot basis automatically. Using this system provided price & also considering arithmetical corrections and correction towards CAMC charges as stated at Para 26 of this document would be the auction start price (Evaluated L1 price), procuring entity will create Reverse Auction and publish the same.
- 6) The Techno-commercially qualified bidders will receive Auction information through SMS & email from the CPP portal. The participating bidders get an opportunity to revise their prices (reduce in case of Reverse). It allows bidders multiple opportunities to offer a price.
- 7) Procedure in submission of bids by the bidders during Reverse auction online.
 - 7.1 Bidders shall login using their login ID & Password and then using DSC on CPP portal.
 - 7.2 Click on My Auctions button given in left side of page, to view Action details for which Techno-Commercially qualified.
 - 7.3 For participating in Live Auction,
 - Click on Live Auction Button.
 - Click on View button to participate in interested Auction.
 - There is List of qualified Lots in which Bidder can participate against selected Auction. Click on Hammer Icon to participate in the respective lot.
 - On clicking Hammer Icon, system will show Start price, Decremental price and Current price against lot. Current Price appears as Blank in case no bidder has offered price.
 - Enter your Price in 'My Auction Price' in multiples of decremental value up to above (below) Max Seal % value, and then sign it digitally by clicking on Sign Icon and Click on submit button.
 - System will show your Latest Value / Price Quoted and system will also show Least Amount / Rate which any Bidder would have quoted.
- 8) Terms and conditions for Reverse Auction are as follows:
 - 8.1 Reverse Auction will be initiated after opening of price bids. The schedule of Reverse Auction shall be intimated to the bidders by the system through their registered email and SMS to mobile number.
 - 8.2 Only those bidders whose price bid has been opened by the Tender Inviting Authority shall be eligible to participate in Reverse process. However, in Reverse Auction process, the H1 bidder whose quote is highest during tender will not be allowed to participate as per H1 elimination process.

The H1 elimination process followed by IPPB is as under;

If the number of qualified bidders are equal to or more than 5 bidders, then the H1 bidder will be automatically eliminated from participating in the reverse auction process.

- 8.3 Bidders are advised to read the 'Reverse Auction terms and conditions' details of Reverse Auction event carefully, before auction event.
- 8.4 Reverse Auction can be held in two ways as indicated in the tender either on the Total overall cost of items / works or on Item wise / Lot wise.
- 8.5 The 'Starting price' i.e. Start price and bid decrement price for Reverse Auction will be decided by the Tender Inviting Authority.
- 8.6 Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:
 - 8.6.1 Current Bid Price in the Auction.
 - 8.6.2 Start Price.
 - 8.6.3 Decrement value.
- 8.7 The bidding direction in case of Reverse Auction is downward.
- 8.8 In case of Reverse Auction, in order to displace a standing lowest bid and to become "L1", a bidder can offer a minimum bid decrement or in multiples of decremental value up to above Max Seal %.

For ex: Current price: - ₹ 49,000

Decrement value: - ₹ 1,000 System Defined (As decided by TIA)

Maximum Seal %: - 50,

in this case a bidder can quote *minimum decrement amount* as

₹ 49,000-1,000= ₹ 48,000 and

maximum decrement amount is 49000-24500- 1000=23500=24000*.

(* - Indicates rounding off the amount in this example)

This continues as an iterative process.

- 8.9 The system will not disclose the name of the L1 bidder, number of bids and names of the bidders on the portal to anybody prior to the completion of Reverse auction process.
- 8.10 There shall be no communication between the Tender Inviting Authority and bidders and among bidders.
- 8.11 Bidders only see the lowest bid during Reverse auction. At no point of time will any bidder see the name of other bidders or the prices of bidders other than the lowest bid.
- 8.12 After the completion of the online reverse auction, all bidders who have participated in auction will see the L1 price in Auction and further processing will be done by Tender Inviting Authority.
- 8.13 In case of no participation by techno-commercially qualified bidders in Reverse Auction, the Tender price bids received during tender will be processed.

- 8.14 In case of auction on total value of items / works, the successful bidder may be required to submit a letter as per Form E.5 of Annexure - J: Compliance Statement cum Price confirmation letter - Reverse Auction for price confirmation and rates of individual items / works (Considering annual CAMC price structure as mentioned at Para 27.0) within stipulated number of days after completion of Reverse Auction event, besides sending the same by registered post / courier to the tender inviting authority.
- 8.15 Any variation between the final bid value during RA and that in the confirmatory letter forwarded will be advised to re-work and submit.
- 8.16 Server time shall be the basis of Start Time and Closing time for bidding and shall be binding for all.
- 8.17 All electronic bids submitted during the reverse auction process shall be legally binding on the bidder.
- 8.18 The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by the bidder and acceptance of the same by Tender Inviting Authority will form a binding contract between Tender Inviting Authority and the bidder for entering into a contract.
- 8.19 The last successful bid price quoted by bidder will be considered as valid price at any point of time during Auction.
- 8.20 If a bidder does not submit bid in the Reverse Auction, the price quoted by them in the price bid shall be considered as the valid price of that bidder. The status of the bidder (L1, L2 etc.) shall be evaluated considering either the bid price submitted in Reverse Auction or the price quoted in the price bid, whichever is lower.
- 8.21 In case of disruption of service at the service provider's end while the Reverse Auction is live due to any technical snag or otherwise attributable to the system failure at the server end, Tender Inviting Authority in consultation with Application Administrator may decide to extend auction if required as per system malfunction procedure displayed in the home page of the website. In this case, the status quo of Auction will be maintained prior to failure and process would continue from that point onwards.
- 9) **Post auction procedure:** The Tender Inviting Authority will proceed with the Lowest Bid in the Reverse Auction for further processing.
- 10) **Schedule for Reverse Auction:** The Reverse Auction schedule will be intimated later on through e-mail and SMS after opening the price bid.
- 11) **Auction extension time:** If a bidder places a bid in the last {10} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {15} minutes, for the entire auction from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {10} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last {10} minutes. In case, there is no bid in the last {10} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. The above process will continue till extension is given during Reverse Auction. All bidders, regardless of their previous position, can submit their bid during the extension period also.
- 12) **Bidding currency and unit of measurement:** Bidding will be conducted in Indian Rupees as indicated in the tender.

- 13) **Validity of bids:** Price shall be valid for a period of four months from the date of reverse auction. These shall not be subjected to any change whatsoever.
- 14) Bidders' bid will be taken as an offer to execute the work (or to award supply of the item) as per enquiry no. enquiry no. CC/CnM/TnI/ WBES/22-23 dated 20-06-2022. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, action shall be initiated as per the tender terms and conditions.
- 15) The Tender Inviting Authority decision on award of contract shall be final and binding on all the Bidders.
- 16) The Tender Inviting Authority reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
- 17) The Tender Inviting Authority reserves the right to suspend or pause the reverse auction, if required. In such cases, as per discretion of Tender Inviting Authority, auction may be reopened.
- 18) The Tender Inviting Authority shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of Tender Inviting Authority shall be binding on the bidders.
- 19) Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and the organization is not responsible for such eventualities.
- 20) Other terms and conditions shall be as per tender.
- 21) Bidder shall not divulge Bids or any other exclusive details of the organization to any other party. If the Bidder or any of its representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action will be taken against such bidders as per banning procedure of the organization.
- 22) Tender price bid (s) means the price bid (s) received during tendering for the items/ work/ services.
- 23) Auction closing price bid means the lowest online price bid received after the completion of Reverse Auction.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. Consortium/Joint Venture (JV)

Consortium/JV are not allowed.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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), Integrity Pact (in Hard Copy) & relevant documents for meeting the Qualifying & Technical requirement within the scheduled time and date for opening of technical bid will 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.

26. 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 & Integrity Pact 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. Only those bids which have scored 70 and above (Out of total Score of 100) in the technical evaluation and have scored minimum of 10 in Technical Criteria Sl. No. 4 & 5 (Out of total Score of 30), will be considered qualified and financial bids of those bidders shall be opened. However, if none or less than 3 numbers of bidders achieve score of 70 or above marks (Out of total Score of 100) in technical bid, then top 3 ranked bidders with minimum score of 10 in Technical Criteria Sl. No. 4 & 5 (Out of total Score of 30) will be considered qualified and financial bids of those bidders shall be opened.

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 CPPP 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.

3. **Purchase Preference to Make In India bidders:**

- a. **Minimum Local Content:** The 'Local Content' requirement to categorize a bidder as 'Class - I local bidder' is minimum 50%. For 'Class - II local bidder', the 'local content' requirement is minimum 20%. Bidder shall declare their Minimum Local content as per the formats attached at **Annexure-H&I** for the project.
- b. Methodology for Purchase preference:
- (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class - I local bidder', the contract will be awarded to L1.
 - (ii) If L1 is not 'Class - I local bidder', the lowest bidder among the 'Class - I local bidder' will be invited to match the L1 price subject to Class - I local bidder's quoted price falling within 20% margin of purchase preference (i.e. +20% of L1 price), and the contract shall be awarded to such 'Class - I local bidder' subject to matching the L1 price.
 - (iii) In case such lowest eligible 'Class - I local bidder' fails to match the L1 price, the 'Class - I local bidder' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and the contract shall be awarded accordingly. In case none of the 'Class - I local bidder' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
 - (iv) "Class - II local bidder" will not get purchase preference in any procurement, undertaken by procuring entities.
 - (v) For the purpose of extending purchase preference to 'Class-I local suppliers', the subject package has been classified non-divisible.
 - (vi) For the purpose **Purchase Preference to Make In India bidders**, the order in which the 'Class -I local supplier ' shall be given an opportunity to match L1 price will be in the order of their rank (lowest evaluated price first) determined as follows:
 - -Price after e-RA in case of eligible 'Class -I local supplier ' shortlisted for e-RA.
 - -Price before e-RA in case of eligible 'Class -I local supplier' not shortlisted for e-RA.

27. Bid form and Bid Prices (BoQ)

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

1. 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.

For the 1st year onwards the annual charges quoted towards Comprehensive AMC charges should be minimum of 108% of the previous year price & the Resident Engineer Charges shall be minimum of 103% of the previous year price.

Example - Maintenance support charges is 'A' & the cost of Resident Engineer during Warranty period is 'B', then,

1 st year CAMC Charges should be $\geq 1.08 \times A$	1 st year Resident Engineer Charges should be $\geq 1.03 \times B$
2 nd year CAMC Charges should be $\geq 1.08 \times (1.08 \times A)$	2 nd year Resident Engineer Charges should be $\geq 1.03 \times (1.03 \times B)$
3 rd year CAMC Charges should be $\geq 1.08 \times \{1.08 \times (1.08 \times A)\}$	3 rd year Resident Engineer Charges should be $\geq 1.03 \times \{1.03 \times (1.03 \times B)\}$
4 th year CAMC Charges should be $\geq 1.08 \times [1.08 \times \{1.08 \times (1.08 \times A)\}]$ and so on	4 th year Resident Engineer Charges should be $\geq 1.03 \times [1.03 \times \{1.03 \times (1.03 \times B)\}]$ and so on

If the bidder does not provide the price in the financial bid in line with above, then corrected price for evaluation shall be re-calculated by considering the minimum charges as per formula above by taking previous year as the base.

It may be noted that, the price thus arrived after re-calculation as mentioned above shall be considered for the purpose of evaluation of offers only/Starting price of the bidder for reverse auction.

2. While quoting Bid Prices, bidder shall ensure that total cost quoted for Maintenance Support and Comprehensive Maintenance period-Mandatory (i.e. Sl. No. 1.03 to 1.07 of Price Schedule) shall be minimum 30% of total quoted price for mandatory items (i.e. Sl. No. 1.01 to 1.07 of Price Schedule). An undertaking to this effect shall be submitted by the bidder as per the format attached in **Form T.5 of Annexure-J**.
3. If the bidder does not provide the price in the financial bid/Price confirmation letter (after completion of e-reverse auction) in line with above clause, then while placing the Award, Price Schedule will be suitably adjusted so that the price indicated against Maintenance Support and Comprehensive Maintenance period (Mandatory) (i.e. Sl. No. 1.03 to 1.07 of Price Schedule) is 30% of total quoted price for mandatory items (i.e. Sl. No. 1.01 to 1.07 of Price Schedule). While carrying out such adjustment, it will be ensured that the total price for mandatory items i.e. Sl. No. 1.01 to 1.07 remain unchanged.

28. 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 after reverse auction.

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 software/equipment received under this contract shall rest with POSOCO. After completion of contract the successful bidder shall provide/share the latest Code deployed at NLDC

29. 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.

30. 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.

31. 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

32. 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.

33. Post Bid discussions:

POSOCO, at its discretion, may hold Post bid discussions with the L1 bidder and all the major issues regarding Supply, Commissioning, Configurations, Documentation, Training to POSOCO Administrators, Warranty and Service support of all the components supplied under this contract including Operating System, Security software, and other Software components as per Technical Specifications and Bill of Quantities mentioned under the contract etc. be tied up during Post bid discussions after completion of e-reverse Auction.

GENERAL CONDITIONS OF CONTRACT

34. 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.

35. 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.

36. 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.

37. 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.

38. 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 supply, transportation, erection, testing and commissioning of proposed system, 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.

39. 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-F**).

40. 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.

41. Cancellation of contract in full or in part: If the Bidder/Seller

- 41.1.** 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
- 41.2.** 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
- 41.3.** 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.

42. 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) and maintain the necessary records.

43. 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.

44. 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.

If applicable, POSOCO shall reimburse the insurance charges for the above insurance on production of documentary evidence to the utmost satisfaction of Engineer-in-Charge and certification thereof. 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. 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

45. 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.

46. 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.

47. Rights of the Owner:

- 47.1.** 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.
- 47.2.** 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.
- 47.3.** The Owner does not bind themselves to accept the lowest or any Bid or to give any reasons for their decision.

48. 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.

49. 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.

50. Observance of Labour Laws:

The Bidder/Seller is 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.

51. 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.

52. 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-G**. The successful bidder will be provided with 01 (one) signed agreement and other copy will be retained by POSOCO.

53. Signing of Integrity Pact

The Bidder shall complete the accompanying Integrity Pact, which shall be applicable for bidding as well as contract execution, duly signed on each page by the person signing the bid and shall be returned by the Bidder in two (2) originals alongwith the Techno - Commercial Part in a separate envelope, duly superscripted with 'Integrity Pact' as per the format attached at **Form E.7 of Annexure-J**. The Bidder shall submit the Integrity Pact on a non judicial stamp paper of Rs. 100/-. Integrity Pact must be submitted in physical form on or before last date & time of bid opening. Bidder's failure to submit the Integrity Pact duly signed in Original shall lead to outright rejection of the Bid.

Under the Integrity Pact Program (IPP), following panel of Independent External Monitors (IEMs) has been appointed by CVC.

1. Sh. Sunil Jain
2. Sh. Amol Prabhakar Joshi

Correspondence, if any, to the panel of IEMs be addressed to the following:

Independent External Monitor
C/o Sr. GM, Contract & Materials department,
Power System Operation Corporation Limited,
08th Floor, IFCI Tower,
61, Nehru Place,
New Delhi - 110019.

E-mail IDs of IEMs:

Sunbombay2006@gmail.com, Jain.anchorage2021@gmail.com

Amjosh_98@yahoo.com

Bill of Quantity

Sl. No.	Description	Unit	Qty. (A)	Remarks
Development, Implementation & AMC (04 years) of Web Based Energy Scheduling Software (WBES) (Mandatory)				
1.01	Application Development and Licenses/Subscription Cost for 5 Years (1Year Warranty + 4 Years AMC)	LS	1	
1.02	Resident Engineer for a period of Warranty year (Mandatory)	LS	1	
1.03	Maintenance support during Warranty period as defined in Cl.9 of Technical Specification Vol.-II (Excluding cost of resident Engineer)	LS	1	
1.04	Comprehensive AMC for the Scope as defined in Cl.9 of Technical Specification Vol.-II for Year 1 after completion of Warranty period	LS	1	To be quoted atleast 1.08 x of (Sl. No. 1.03) above
1.05	Comprehensive AMC for the Scope as defined in Cl.9 of Technical Specification Vol.-II for Year 2 after completion of Warranty period	LS	1	To be quoted atleast 1.08 x of (Sl. No. 1.04) above
1.06	Comprehensive AMC for the Scope as defined in Cl.9 of Technical Specification Vol.-II for Year 3 after completion of Warranty period	LS	1	To be quoted atleast 1.08 x of (Sl. No. 1.05) above
1.07	Comprehensive AMC for the Scope as defined in Cl.9 of Technical Specification Vol.-II for Year 4 after completion of Warranty period	LS	1	To be quoted atleast 1.08 x of (Sl. No. 1.06) above
Development, Implementation & AMC (04 years) of Web Based Energy Scheduling Software (WBES) (Optional)				
2.01	Comprehensive AMC for the Scope as defined in Cl.9 of Technical Specification for Year 5 after completion of Warranty period along with cost of license subscriptions (if any) (optional)	LS	1	To be quoted atleast 1.08 x of (Sl. No. 1.07) above
2.02	Comprehensive AMC for the Scope as defined in Cl.9 of Technical Specification for Year 6 after completion of Warranty period along with cost of license subscriptions (if any) (optional)	LS	1	To be quoted atleast 1.08 x of (Sl. No. 2.01) above
2.03	Per day Training Cost for administrator level (optional)	LS	1	
2.04	Per day Training Cost for User level (optional)	LS	1	
2.05	Resident Engineer for a period of first year AMC (optional)	LS	1	To be quoted atleast 1.03 x of (Sl. No. 1.02) above
2.06	Resident Engineer for a period of second year AMC (optional)	LS	1	To be quoted atleast 1.03 x of (Sl. No. 2.05) above

2.07	Resident Engineer for a period of third year AMC (optional)	LS	1	To be quoted atleast 1.03 x of (Sl. No. 2.06) above
2.08	Resident Engineer for a period of forth year AMC (optional)	LS	1	To be quoted atleast 1.03 x of (Sl. No. 2.07) above
2.09	Resident Engineer for a period of fifth year AMC (optional)	LS	1	To be quoted atleast 1.03 x of (Sl. No. 2.08) above
2.10	Resident Engineer for a period of sixth year AMC (optional)	LS	1	To be quoted atleast 1.03 x of (Sl. No. 2.09) above
Note:				
	1. For any additional changes beyond the scope of work of this contract, charges for additional Man-day work shall be paid as per prevailing NICSI rate at that time as defined in Cl.2 (59) of Technical Specification Vol.-II.			
	2. The bidder shall quote Incremental rates during AMC period for (4+2) years after completion of warranty period as mentioned at Para 27.0 of Bid Document.			
	3. (Optional): The items marked as Optional shall be considered for the purpose of evaluation of offers. However, the payment for the same shall depend upon their actual execution based on the requirement as decided by Engineer-in-charge.			
	4. Total cost quoted for Maintenance Support and Comprehensive Maintenance period-Mandatory (i.e. Sl. No. 1.03 to 1.07 of Price Schedule) shall be minimum 30% of total quoted price for mandatory items (i.e. Sl. No. 1.01 to 1.07 of Price Schedule).			
	5. Man-day means 01 training session of 01 day for a duration of 08 hours irrespective of number of trainers & sessions. The bidder has to quote the per day rate considering the above. The size of batch shall be 15 person.			
	6. The bidder shall quote Incremental rates for Resident Engineer during AMC period for (4+2) years after completion of warranty period as mentioned at Para 27.0 of Bid Document.			

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-C

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, 8th & 9th 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 20at

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 - C1

BANK GUARANTEE FORM FOR ADVANCE PAYMENT

Bank Guarantee No.

Date.....

LOA No.....

.....[Name of Contract].....

To: [Name and address of the Owner]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") vide Letter of Award issued on (insert date of the notification of award)....by you to M/s (Name of Contractor), having its Principal place of business at(Address of Contractor) and Registered Office at(Registered address of Contractor) ("the Contractor") concerning (Indicate brief scope of work) for the complete execution of the (insert name of Package along with name of the Project).....

Whereas, in accordance with the terms of the said Contract, the Owner has agreed to pay or cause to be paid to the Contractor an interest bearing Advance Payment against furnishing of an irrevocable bank guarantee for an amount of(Amount in figures and words)which is equal to {110% (one hundred ten percent) of the amount of Advance} Plus {amount of GST reimbursable on Advance as per the Proforma invoice}}

By this letter we, the undersigned,(insert name & address of the issuing bank), a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at(insert address of registered office of the bank)..... do hereby irrevocably guarantee repayment of(Amount of the bank guarantee in figures and words)..... upon the first demand of the Owner without cavil or argument in the event that the Contractor fails to commence or fulfill its obligations under the terms of the said Contract for reasons whatsoever.

Provided always that the Bank's obligation shall be limited to the amount of this Bank guarantee or an amount equal to the outstanding balance of the Advance Payment and the accrued interest on the Advance Payment, taking into account such amounts, which have been repaid by the Contractor from time to time in accordance with the terms of payment of the said Contract, as certified by you.

This Guarantee shall remain in full force from the date upon which the said Advance Payment is received by the Contractor up to ninety (90) days beyond the date on which the entire Advance Payment along with the accrued interest if any due thereon has been fully adjusted in terms of the Contract i.e., up to ninety (90) days beyond the date of Completion of Go-Live of the Application. This Guarantee may be extended from time to time, as may be desired by M/s. on whose behalf this Guarantee has been issued.



Any claims to be made under this Guarantee must be received by the Bank during its period of validity, i.e. upto ninety (90) days beyond the date of Completion of Go-Live of the Application by the Owner i.e. upto and inclusive of (dd/mm/yy).

“Notwithstanding anything contained herein:

- 1. Our liability under this Bank Guarantee shall not exceed _____ (value in figures) _____ [_____ (value in words) _____].*
- 2. This Bank Guarantee shall be valid upto _____ (validity date) _____.*
- 3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (validity date) _____.”*

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature _____

Name _____

Designation _____

POA Number _____

Contact Number(s):

Tel. _____ Mobile _____

Fax Number _____

email _____

Common Seal of the Bank _____

Witness:

Signature _____

Name _____

Address _____

Contact Number(s):

Tel. _____ Mobile _____

email _____

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.



Annexure-D

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-E

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-F

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, 8th & 9th 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, 1st 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) fordated 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-G

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-H

(Form-1)

Format for Self-Declaration regarding 'Local Supplier' for Cyber Security Products

Date:

This is to Certify that the organization _____ registered as _____ with registration number _____ do hereby solemnly affirm and declare as under:

That we agree to abide by the terms and conditions of the Notification issued by Ministry of Electronics and Information Technology (Meity), Government of India no:.....dated.....

That the information furnished hereinafter is correct and we undertake to produce relevant records before the procuring entity or any other authority so nominated by the Ministry of Electronics and Information Technology (Meity), Government of India for the purpose of establishing ownership of the Intellectual Property Right (IPR), legal existence and revenue accrual, local content for the cyber security products nominated by the aforesaid organization.

That all IPR which constitute the said cyber security product has been verified by us and we are responsible for the correctness of the claims made therein and we take complete responsibility of the same.

We agree to maintain all information regarding our claim(s) for IPR ownership, legal existence and revenue accrual, local content in the organization's record throughout the existence of the product and shall make this available for verification to any authorities specified by Government of India.

In case of any change in the IPR ownership, legal existence and revenue accrual, local content we will be accountable to inform Ministry of Electronics and Information Technology, Government of India within one week or before applying for any public procurement or before referring this order for taking any advantage which so ever occurs first.

That in the event of the cyber security product mentioned herein is found to be incorrect and not meeting the prescribed norms, based on the assessment of an authority so nominated by the MeitY, Government of India and we will be liable as under clause 7(f) of Public Procurement (Preference to Make in India) Order 2019 for cyber security product.

1. Name and details of the organization nominating product under this order (Registered Office, Manufacturing unit location, nature of legal entity)
2. Entity Registration Certificate number
 - a. Type of registration
3. Date on which this certificate is issued
4. Percentage of Local content with request to total cost of the product_____



5. Percentage of Royalty/License fee to be paid to other entity with respect to estimated cost of the product

6. Name and contact details of the unit of the manufacturer

For and on behalf of _____ (Name of firm/entity)

Authorize signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No. and date>



(Form-2)

Format for Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII order, if applicable (submission of Hard Copy in 'Original'), to be submitted on a non-judicial stamp paper of Rs. 100/-.

(Name of the Package)

I _____ S/o, _____ D/o, _____ W/o, _____ Date: _____ Resident
of _____ hereby solemnly
affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (hereinafter PPP-MII order) of Government of India issued vide Notification No:P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated 28/05/2018, 04.06.2020, 16.09.2020 and any subsequent modifications/Amendments, if anyand

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity.i.e.POSOCO or any other Government authority for the purpose of assessing the local content of goods supplied by me for (Enter the name of the package).

That the local content for all inputs which constitute the said goods has been verified by me and I am responsible for the correctness of the claims made therein.

That the goods supplied by me for (Enter the name of the package) meet the 'Minimum Local Content ' as defined in the PPP-MII order.

That the value addition for the purpose of meeting the 'Minimum Local Content 'has been made by me at (Enter the details of the location(s) at which value addition is made).

That in the event of the local content of the goods mentioned herein is found to be incorrect and not meeting the prescribed Minimum Local Content criteria, based on the assessment of procuring agency (ies) i.e.POSOCO/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order and provisions of the Integrity pact/ Bidding Documents.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.



- i Name and details of the Local Supplier
(Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Goods for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed and whether it meets the Minimum Local Content prescribed
- vi. Name and contact details of the unit of the Local Supplier (s)
- vii. Sale Price of the product
- viii Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi List and total cost value of input used to manufacture the goods
- xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of..... (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>



Annexure-I

Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, in line with PPP-MII order, if applicable (submission of Hard Copy in 'Original') to be submitted on the letter head of the auditor/cost accountant/chartered accountant.

Dear Sir,

We have read and understood the provisions of "Public Procurement (Preference to Make in India) Order, 2017" dated 15/06/2017, its revision dated 28/05/2018, 04/06/2020, 16/09/2020 and any subsequent modifications/Amendments, if any [hereinafter, "PPP-MII Order"] issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, Government of India.

In line with the provisions of the PPP-MII Order, M/s.[Enter the name of the Bidder] [hereinafter, "Local Supplier"] have submitted an Affidavit of self-certification to M/s. Power System Operation Corporation Limited [hereinafter, POSOCO] regarding Local Content in goods to be supplied by the Local Supplier for [Enter the name of the package], wherein they have agreed to abide by the terms and conditions of the PPP-MII Order.

Further, in line with the PPP-MII Order, the statutory auditor or cost auditor of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) shall provide a certificate giving the percentage of Local Content in the goods to be supplied by the Local Supplier for [Enter the name of the package].

Accordingly, we, the Statutory Auditor(s) / Cost auditor (*applicable in the case of companies*) of the Local Supplier / a practicing cost accountant or practicing chartered accountant (*applicable in respect of suppliers other than companies*), certify that the Local Content as defined under the PPP-MII Order, for goods to be supplied by the Local Supplier for [Enter the name of the package] is percentage [*specify the percentage of Local content*].

For and on behalf of,

Date:

<<Statutory Auditor's/ Cost accountant's/ Chartered accountant's attestation>>

Firm Reg No. Membership No.

Note: This is a guiding format. In case the bidder submits the certificate in a format different from the above, the same may be considered provided it meets the intent and purpose, as may be ascertained by POSOCO.



Annexure-J

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 Development, Implementation & AMC (04 years) of Web Based Energy Scheduling Software (WBES) for Power System Operation Corporation Ltd. (POSOCO).

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 “Development, Implementation & AMC (04 years) of Web Based Energy Scheduling Software (WBES) for Power System Operation Corporation Ltd. (POSOCO)”.

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 and Net worth 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 and Net worth in response to the RFP No <> dated <> for Development, Implementation & AMC (04 years) of Web Based Energy Scheduling Software (WBES) for Power System Operation Corporation Ltd. (POSOCO).

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	

S. No.	Financial Year	Net Worth (INR Crores)
1.	FY 2018-19	
2.	FY 2019-20	
3.	FY 2020-21	

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 Development, Implementation & AMC (04 years) of Web Based Energy Scheduling Software (WBES) for Power System Operation Corporation Ltd. (POSOCO).

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 Compliance Statement cum Price confirmation letter
- Reverse Auction**

(To be submitted by all the bidders participating in Reverse Auction)

To,
The Chief Manager,
Contracts & Material,
Corporate Office,
Power System Operation Corporation Limited
61, IFCI Tower, 8th & 9th Floor,
Nehru Place, New Delhi - 110 019.

DECLARATION

1. We (name of the company) hereby confirm having submitted our bid for participating in Bank's RFP dated _____ for procurement of _____.
2. We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
3. We hereby undertake and agree to abide by all the terms and conditions stipulated by India Post Payments Bank in the RFP document including all annexure and the Business Rules for Reverse Auction.
4. We shall participate in the on-line auction conducted by IPPB on CPP Portal and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by CPP portal.
5. We, hereby confirm that we will honour the Bids placed by us during the auction process, failing which we shall forfeit the EMD. We also understand that the bank may debar us from participating in future tenders.
6. We confirm having nominated Mr. _____ who is the holder of POA and designated as _____ of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him in the Reverse Auction.
7. **We undertake to submit the confirmation of last bid price by us to the Bank within 24 working hours of the completion of event. We also undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of RFP.**

Signature with company seal

Name of Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Date:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Verified above signature

Competent Authority Signature: _____ Date: _____



Form E.6: 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:

Name:

Designation:

Address:

Signature:

Witness 2:

Name:

Designation:

Address:

Signature:



Form E.7: Integrity Pact (To be executed on a non-judicial stamp paper of INR 100/-

INTEGRITY PACT

Between

Power System Operation Corporation Limited

having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi – 110016
hereinafter referred to as

"POSOCO",

and

having its Registered

Office at

hereinafter referred

to as **"The**

Bidder/Contractor"

Preamble

POSOCO intends to award, under laid-down organizational procedures, contract(s) for Development, Implementation & AMC (04 years) of Web Based Energy Scheduling Software (WBES) for Power System Operation Corporation Ltd. (POSOCO)

Package and Specification Number CC/CnM/T&I/ WBES/22-23 dated 20-06-2022.

POSOCO values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness / transparency in its relations with its Bidders/ Contractors.

In order to achieve these goals, POSOCO and the above named Bidder/Contractor enter into this agreement called '**Integrity Pact**' which will form a part of the bid.

(Signature)

(For & On behalf of POSOCO)

(Signature)

(For & On behalf of Bidder/ Contractor)



Section I - Commitments of POSOCO

1. POSOCO commits itself to take all measures necessary to prevent corruption and to observe the following principles :
 - a. No employee of POSOCO, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.
 - b. POSOCO will, during the tender process treat all Bidder(s) with equity, fairness and reason. POSOCO will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the
 - c. POSOCO will exclude from evaluation of Bids its such employee(s) who has any personal interest in the Companies/Agencies participating in the Bidding/Tendering process and all known prejudiced persons.
2. If POSOCO obtains information on the conduct of any of its employee which is a criminal offence under the IPC / PC Act , or if there be a substantive suspicion in this regard, POSOCO will inform its Chief Vigilance Officer and in addition disciplinary actions can be initiated under POSOCO's Rules.

Section II - Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. The Bidder/Contractor commits itself to observe the following principles during its participation in the tender process and during the contract execution:
 - a. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of POSOCO's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which it is not legally entitled to, in order to obtain in exchange an advantage of any kind whatsoever during the tender process or during the execution of the contract.

(Signature)
(For & On behalf of POSOCO)

(Signature)
(For & On behalf of Bidder/ Contractor)



- b. The Bidder/Contractor will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidders/Contractors. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder/Contractor shall not pass any information provided by POSOCO as part of business relationship to others and shall not commit any offence under PC / IPC Act.
 - d. The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.
 - e. The Bidder/Contractor will, when presenting his bid, disclose any and all payments made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.
 - f. The Bidder/Contractor will not misrepresent facts or furnish false/forged documents/information in order to influence the bidding process or the execution of the contract to the detriment of POSOCO.
 - g. The Bidder/Contractor shall ensure adoption of Integrity Pact by its Sub-contractors and shall be responsible for the same.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section III- Disqualification from tender process and exclusion from future contracts

- (1) If the Bidder, before contract award, has committed a transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, POSOCO may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.

(Signature)
(For & On behalf of POSOCO)

(Signature)
(For & On behalf of Bidder/ Contractor)



- (2) If the Bidder/Contractor has committed a transgression through a violation of Section II such as to put his reliability or credibility into question, POSOCO may, after following due procedures, ban /blacklist the Bidder/Contractor in line with POSOCO's policy for "Black-Listing of Firms / Banning of Business". The imposition and duration of the ban will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor and the amount of the damage. The ban will be imposed for a maximum of 3 years.
- (3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, POSOCO may revoke the ban prematurely.

Section IV - Liability for violation of Integrity Pact

- (1) If POSOCO has disqualified the Bidder from the tender process prior to the award under Section III, POSOCO is entitled for forfeiture of the Bid Guarantee under the Bid.
- (2) If POSOCO has terminated the contract under Section III or if POSOCO is entitled to terminate the contract under Section III, POSOCO shall be entitled to forfeit the Contract Performance Guarantee of this contract, in full or part thereof as may be decided, besides resorting to other remedies under the contract.

Section V- Previous Transgression

- (1) The Bidder shall disclose in its Bid any transgressions occurred in the last 10 years with any other Public Sector Undertaking or Government Department or any other Company, in any country, that may impinge on the Anti-corruption principle.
- (2) If the Bidder makes incorrect statement on this subject, it can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and further action can be taken in line with POSOCO's policies.

Section VI - Equal treatment to all Bidders / Contractors

- (1) POSOCO will enter into agreements with identical conditions as this one with all Bidders.
- (2) POSOCO will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

(Signature)

(For & On behalf of POSOCO)

(Signature)

(For & On behalf of Bidder/ Contractor)



Section VII - Punitive Action against violating Bidders / Contractors

If POSOCO obtains knowledge of conduct of a Bidder or a Contractor or its subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if POSOCO has substantive suspicion in this regard, POSOCO will inform the Chief Vigilance Officer (CVO).

(*Section VIII - Independent External Monitor/Monitors

- (1) POSOCO has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India. The names of the IEMs have been indicated in the Bidding Documents.
- (2) The panel of IEMs shall review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. The panel of IEMs has right of access to all project documentation. The panel of IEMs may examine any complaint received by them and submit a report to Chairman-cum-Managing Director, POSOCO, giving joint findings, at the earliest. The panel of IEMs may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act.
- (3) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He / She reports to the Chairman-cum-Managing Director, POSOCO.
- (4) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all documentation of POSOCO related to this contract including that provided by the Contractor/Bidder. The Bidder/Contractor will also grant the IEM, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to their documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (5) POSOCO will provide to the IEMs information as sought by him / her which could have an impact on the contractual relations between POSOCO and the Bidder/Contractor related to this contract. The IEMs shall also sign declaration on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman-cum-Managing Director, POSOCO and recuse himself/herself from that case.
- (6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he / she will so inform the Chairman-cum-Managing Director, POSOCO and request the Chairman-cum-Managing Director, POSOCO to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to POSOCO and the Bidder/Contractor, as deemed fit, to present its case before making its recommendations to POSOCO.

(Signature)

(For & On behalf of POSOCO)

(Signature)

(For & On behalf of Bidder/ Contractor)



- (7) The IEM will submit a written report to the Chairman-cum-Managing Director, POSOCO within 8 to 10 weeks from the date of reference or intimation to him by POSOCO and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the IEM has reported to the Chairman-cum-Managing Director, POSOCO, a substantiated suspicion of an offence under PC / IPC Act, and the Chairman-cum-Managing Director, POSOCO has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.
- (9) While representing any matter in relation to the Integrity pact inter-alia including its transgression to the panel of IEMs, POSOCO and Bidder/Contractor shall not approach the court of law and await the decision of the IEM in the matter.
- (10) The word 'IEM' would include both singular and plural.

(* This Section shall be applicable for only those packages wherein the IEMs have been identified in Clause 53 in General Conditions of Contract of the Bidding Documents.

Section IX - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

Section X - Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of POSOCO. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.
4. Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).
5. Issues like Warranty/Guarantees etc. shall be outside the purview of IEMs.

(Signature)
(For & On behalf of POSOCO)

(Signature)
(For & On behalf of Bidder/ Contractor)



6. Views expressed or suggestions/submissions made by the parties and the recommendations of the CVO/IEM# in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.

CVO shall be applicable for packages wherein IEM are not identified in Section IFB/BDS of Condition of Contract, Volume-I. IEM shall be applicable for packages wherein IEM are identified in Section IFB/BDS of Condition of Contract, Volume-I.

7. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Signature
(For & On behalf of POSOCO)

Signature
(For & On behalf of Bidder/
Contractor)

(Office Seal)

(Office Seal)

Name :
Designation :

Name :
Designation :

Witness 1 :

Witness 1 :

Name :

Name :

Designation :

Designation :

Witness 2:

Witness 2 :

Name :

Name :

Designation :

Designation :



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 Development, Implementation & AMC (04 years) of Web Based Energy Scheduling Software (WBES) for Power System Operation Corporation Ltd. (POSOCO).

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 "Development, Implementation & AMC (04 years) of Web Based Energy Scheduling Software (WBES) for Power System Operation Corporation Ltd. (POSOCO)". 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

General Information	
Name of the Project	
Client for which the Project was executed	
Name and contact details of the client	
Project Details	
Description of the Project	
Scope of services	
Relevance to the current Project	
Outcomes of the Project	
Other Details	
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)	
Other Relevant Information	
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: Development, Implementation & AMC (04 years) of Web Based Energy Scheduling Software (WBES) for Power System Operation Corporation Ltd. (POSOCO).

[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: Development, Implementation & AMC (04 years) of Web Based Energy Scheduling Software (WBES) for Power System Operation Corporation Ltd. (POSOCO).

Sl. No.	Description	HSN Code	Applicable GST Rate (%)
1	Development, Implementation & AMC (04 years) of Web Based Energy Scheduling Software (WBES) (Mandatory)		
1.01	Application Development and Licenses/Subscription Cost for 5 Years (1Year Warranty + 4 Years AMC)		
1.02	Resident Engineer for a period of Warranty year (Mandatory)		
1.03	Maintenance support during Warranty period as defined in Cl.9 of Technical Specification Vol.-II (Excluding cost of resident Engineer)		
1.04	Comprehensive AMC for the Scope as defined in Cl.9 of Technical Specification Vol.-II for Year 1 after completion of Warranty period		
1.05	Comprehensive AMC for the Scope as defined in Cl.9 of Technical Specification Vol.-II for Year 2 after completion of Warranty period		
1.06	Comprehensive AMC for the Scope as defined in Cl.9 of Technical Specification Vol.-II for Year 3 after completion of Warranty period		
1.07	Comprehensive AMC for the Scope as defined in Cl.9 of Technical Specification Vol.-II for Year 4 after completion of Warranty period		
2	Development, Implementation & AMC (04 years) of Web Based Energy Scheduling Software (WBES) (Optional)		
2.01	Comprehensive AMC for the Scope as defined in Cl.9 of Technical Specification for Year 5 after completion of Warranty period along with cost of license subscriptions (if any) (optional)		
2.02	Comprehensive AMC for the Scope as defined in Cl.9 of Technical Specification for Year 6 after completion of Warranty period along with cost of license subscriptions (if any) (optional)		
2.03	Per day Training Cost for administrator level (optional)		
2.04	Per day Training Cost for User level (optional)		
2.05	Resident Engineer for a period of first year AMC (optional)		
2.06	Resident Engineer for a period of second year AMC (optional)		
2.07	Resident Engineer for a period of third year AMC (optional)		
2.08	Resident Engineer for a period of forth year AMC (optional)		
2.09	Resident Engineer for a period of fifth year AMC (optional)		
2.10	Resident Engineer for a period of sixth year AMC (optional)		



**Form T.5: Undertaking for Interest Bearing Advance, Bid form and Bid Prices
(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 Development, Implementation & AMC (04 years) of Web Based Energy Scheduling Software (WBES) for Power System Operation Corporation Ltd. (POSOCO).

Dear Sir,

We hereby declare that total cost quoted by us for Maintenance Support and Comprehensive Maintenance period-Mandatory (i.e. Sl. No. 1.03 to 1.07 of Price Schedule at Annexure-A) is not less than 30% of total quoted price for mandatory items (i.e. Sl. No. 1.01 to 1.07 of Price Schedule at Annexure-A).

We further undertake, that we have quoted Incremental rates for CAMC & Resident Engineer Charges during AMC period for (4+2) years after completion of warranty period as mentioned at Para 27.0 of Bid Document. If the same is found incorrect, then corrected price by POSOCO shall be acceptable to us.

We further declare that, we are **opting/Not opting** for Interest bearing Initial Advance. *[bidder may indicate their option accordingly. If the bidder has not indicated the option, it will be construed that Interest bearing initial advance has not been opted].*

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

Amendment-II to bidding Document

Sl. No.	Bid Doc. Ref.	Original Clause	Amendment
1.	7. Payment Terms	<p>Payment Terms Payment shall be released upon certification of Engineer-in-charge, as mentioned below.</p> <p>1. Application Development and Licenses/Subscription Cost for 5 Years (1Year Warranty + 4 Years AMC) shall be released in a phased manner as detailed below, along with the submissions of the following documents</p> <p>a) Unconditional acknowledgement of Letter of Award</p> <p>b) A signed copy of Contract agreement and NDA.</p> <p>c) An unconditional & irrevocable Bank Guarantee in favour of POSOCO towards Contract Performance Guarantee (CPG).</p> <p>d) Bidder's detailed invoice in triplicate.</p>	<p>Payment shall be released upon certification of Engineer-in-charge, as mentioned below.</p> <p>1. Interest Bearing Advance (Optional*): Ten percent (10%) of the Application Development and Licenses/Subscription Cost for 5 Years (1Year Warranty) (i.e. Sl. No. 1.01 of Annexure-A, BoQ) shall be paid as an interest-bearing initial advance after signing of the Contract Agreement and on submission of the following documents</p> <p>a) Unconditional acknowledgement of Letter of Award</p> <p>b) A signed copy of Contract agreement and NDA.</p> <p>c) An unconditional & irrevocable Bank Guarantee in favour of POSOCO towards Contract Performance Guarantee (CPG).</p> <p>d) Advance Bank Guarantee for 110% (one hundred ten percent) of the amount of Advance (Format attached at Annexure-C1).</p> <p>e) Bidder's detailed invoice in triplicate.</p> <p>In case of advance, the bidder shall, within 7 days from the date of receipt of Advance, furnish an Advance Receipt Voucher to the Employer, as prescribed under the GST Law.</p> <p>Interest rate applicable on advance payment to the Bidder shall be at the rate equal to one-year MCLR rate [One-year Tenor rate p.a.] published by State Bank of India prevailing as on the date of drawal/disbursal of advance. The said interest rate shall remain fixed and shall be applicable till the advance amount is fully repaid. The interest will be charged considering proportionate adjustment of advance against progressive payment as tabulated below. The interest shall be calculated on the daily progressive balances outstanding as on the date of recovery/adjustment.</p> <p>It is understood that as per extant provisions, GST is not payable on interest charged on amount of Advance. If payable, the same shall be to the Bidder's account and POSOCO shall not reimburse any GST on this account.</p> <p>Further, the Bidder shall submit the certificate of Tax Deduction at Source (TDS) on interest within 3 months from the end of the quarter in which adjustment of advance has been made for claiming refund from POSOCO. No claim for refund will be entertained after end of the aforesaid period of 3 months. Further, while submitting the TDS Certificate the details of Contract No, Project, Quarter etc to which the TDS certificate pertains, shall also be submitted tallying the amount with the TDS Certificate.</p> <p>Note: * This payment is an optional payment. The Bidder has the option of taking the interest-bearing initial advance or otherwise.</p>

Amendment-II to bidding Document

Sl. No.	Bid Doc. Ref.	Original Clause	Amendment												
			<p>In case, the Bidder opts not to take interest bearing advance as above, it would be mandatory for him to submit the documents listed at Sl. No. (a), (b) and (c) above within twenty-eight (28) days of issuance of LOA.</p> <p>Further, progressive Payment for Application Development and Licenses/Subscription Cost for 5 Years (1Year Warranty) shall be released in a phased manner as detailed below</p> <table border="1" data-bbox="848 418 1965 1427"> <thead> <tr> <th data-bbox="848 418 1037 488">Phase</th> <th data-bbox="1037 418 1551 488">Milestone</th> <th data-bbox="1551 418 1965 488">Payment</th> </tr> </thead> <tbody> <tr> <td data-bbox="848 488 1037 956">Phase-I</td> <td data-bbox="1037 488 1551 956">After successful completion of UAT & deployment of software at NLDC.</td> <td data-bbox="1551 488 1965 956">20% of the total Application Development and Licenses/ Subscription Cost for 5 Years. (i.e. Sl. No. 1.01 of Annexure-A, BoQ) Note: In case, the bidder opts not to take interest bearing advance or has opted to take interest bearing advance but the advance payment has become inadmissible, then this payment shall be 30% instead of 20%.</td> </tr> <tr> <td data-bbox="848 956 1037 1166">Phase-II</td> <td data-bbox="1037 956 1551 1166">After completion of SAT</td> <td data-bbox="1551 956 1965 1166">40% of the total Application Development and Licenses/ Subscription Cost for 5 Years (i.e. Sl. No. 1.01 of Annexure-A, BoQ)</td> </tr> <tr> <td data-bbox="848 1166 1037 1427">Phase-III</td> <td data-bbox="1037 1166 1551 1427">After the system is declared Go-Live, post clearance by Engineer-In -Charge. The system shall Go-live after supply, installation, commissioning of the application in DC-DR environment at NLDC infrastructure, with due documentation, training, VAPT, 5-year</td> <td data-bbox="1551 1166 1965 1427">30% of the total Application Development and Licenses/ Subscription Cost for 5 Years (i.e. Sl. No. 1.01 of Annexure-A, BoQ)</td> </tr> </tbody> </table>	Phase	Milestone	Payment	Phase-I	After successful completion of UAT & deployment of software at NLDC.	20% of the total Application Development and Licenses/ Subscription Cost for 5 Years. (i.e. Sl. No. 1.01 of Annexure-A, BoQ) Note: In case, the bidder opts not to take interest bearing advance or has opted to take interest bearing advance but the advance payment has become inadmissible, then this payment shall be 30% instead of 20%.	Phase-II	After completion of SAT	40% of the total Application Development and Licenses/ Subscription Cost for 5 Years (i.e. Sl. No. 1.01 of Annexure-A, BoQ)	Phase-III	After the system is declared Go-Live, post clearance by Engineer-In -Charge. The system shall Go-live after supply, installation, commissioning of the application in DC-DR environment at NLDC infrastructure, with due documentation, training, VAPT, 5-year	30% of the total Application Development and Licenses/ Subscription Cost for 5 Years (i.e. Sl. No. 1.01 of Annexure-A, BoQ)
Phase	Milestone	Payment													
Phase-I	After successful completion of UAT & deployment of software at NLDC.	20% of the total Application Development and Licenses/ Subscription Cost for 5 Years. (i.e. Sl. No. 1.01 of Annexure-A, BoQ) Note: In case, the bidder opts not to take interest bearing advance or has opted to take interest bearing advance but the advance payment has become inadmissible, then this payment shall be 30% instead of 20%.													
Phase-II	After completion of SAT	40% of the total Application Development and Licenses/ Subscription Cost for 5 Years (i.e. Sl. No. 1.01 of Annexure-A, BoQ)													
Phase-III	After the system is declared Go-Live, post clearance by Engineer-In -Charge. The system shall Go-live after supply, installation, commissioning of the application in DC-DR environment at NLDC infrastructure, with due documentation, training, VAPT, 5-year	30% of the total Application Development and Licenses/ Subscription Cost for 5 Years (i.e. Sl. No. 1.01 of Annexure-A, BoQ)													

Amendment-II to bidding Document

Sl. No.	Bid Doc. Ref.	Original Clause	Amendment	
				Licenses and migration of old data of last 6 years from all RLDCs and NLDC.
2.	Annexure-C1	Format of Bank Guarantee for Advance Payment	New Format attached.	
3.	Annexure-J Forms & Formats	Form T.5: Undertaking for Bid form and Bid Prices (Company Letter head)	Format has been revised to include the declaration for Interest Bearing Initial Advance: Form T.5: Undertaking for Interest Bearing Advance , Bid form and Bid Prices.	

Clarification to the queries raised by bidders

Sl. No.	Clause No. & Description	Bidder Queries	POSOCO Reply
1	<p>Pg.No.13, PointNo.08, PART-A: PRE-QUALIFICATION CRITERIA</p> <p>The bidder must have experience of atleast Two Projects for Software Development (including Microservices) and Maintenance, Transactional (data) portal operating on 24x7 basis, in any Government Department / PSU / public listed company within India, in last 5 Years, from the date of original bid opening. Such Software shall be in operation for minimum of one Year.</p> <p>Note: Software Development and Maintenance means any works/projects, in any field which includes Development and Maintenance involving DevOps, Microservices and integration with database</p>	<p>We request for slight amendment in this clause to comply this criteria:</p> <p>“The bidder must have experience of atleast Two One Projects for Software Development (including Microservices) and Maintenance, Transactional (data) portal operating on 24x7 basis, in any Government Department / PSU / public listed company/Private Enterprise globally , within India in last 5 Years, from the date of original bid opening. Such Software shall be in operation for minimum of one Year.</p> <p>Note: Software Development and Maintenance means any works/projects, in any field which includes Development and Maintenance involving DevOps, Microservices and integration with database”</p> <p>For global project reference, if projects are under NDA then self-declaration certified by company secretary / any board member of bidder company is required to be submitted.</p>	<p>Provisions of bidding document shall remain unchanged.</p>
2	<p>Pg.No.15, Point No.06, PART-B: TECHNICAL CRITERIA FOR EVALUATION</p> <p>Bidder’s experience in terms of development, supply, installation, commissioning and maintenance of Software involving DevOps, Microservices, / Containerization and Container Orchestration in last 5 years from the original date of bid opening</p> <p>>=5 Project : (5 Marks) 3 or 4 Project : (3 Marks) 2 Projects : (2 Marks)</p>	<p>We request for slight amendment in this clause to comply this criteria:</p> <p>“Bidder’s experience in terms of development, supply, installation, commissioning and maintenance of Software involving DevOps, Microservices, / Containerization and Container Orchestration in last 5 years from the original date of bid opening</p> <p>>=5 Project : (5 Marks) 2 or 4 Project : (3 Marks) 1 Projects : (2 Marks)</p> <p>For global project reference, if projects are under NDA then self-declaration certified by company secretary / any board member of bidder company is required to be submitted.</p>	<p>Provisions of bidding document shall remain unchanged.</p>
3	<p>Bid Submission Date/Request for Extension</p> <p>Current date of bid submission is 23rd Aug 2022</p>	<p>We request to extend bid submission date by two weeks along with the above sought amendments to prepare a comprehensive & competitive bid response</p>	<p>Refer Amended Bidding Document.</p>

Sl. No.	Clause No. & Description	Bidder Queries	POSOCO Reply
4	<p>•Annexure H: Form 1: Format for Self-Declaration regarding 'Local Supplier' for Cyber Security Products</p> <p>•Annexure H: Form-2: Format for Affidavit of Self certification regarding Minimum Local Content in line with PPP- MII order, if applicable.</p>	<p>Annexure H (Form 1 and Form 2) (Cyber Security Products) is not a part of the scope of work so we request you to remove Annexure H from the submission.</p>	<p>This is a format for "General Conditions of Contract". Since subject procurement does not belong to Cyber Security Products, same may be mentioned as "not applicable" in your bid.</p> <p>Further Form-2 is Format for Affidavit of Self certification regarding Minimum Local Content in line with PPP- MII order in case of contract value less than ₹ 10 crores. So applicability of the same depends on your offered Price.</p>
5	<p>Page 13 Clause 5</p> <p>"The Minimum Average Annual Turnover (MAAT) of the bidder for the during the last three (3) financial years (i.e. 2019-20,2020-21, 2021-22) shall be at least INR 15.63 Crore (Relaxation in Annual Turnover by 20 % shall be considered for MSME bidders as per Gol guidelines. In that case bidder has to submit the MSME registration certificate).</p> <p>*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."</p>	<p>"The Minimum Average Annual Turnover (MAAT) of the bidder for the during the last three (3) financial years (i.e. 2019-20,2020-21, 2021-22) shall be at least INR 7 crore (Relaxation in Annual Turnover by 20 % shall be considered for MSME bidders as per Gol guidelines. In that case bidder has to submit the MSME registration certificate).</p> <p>*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."</p> <p>As we are certified with MSME and 50 Hertz has MAAT (for the last three financial years) around INR 7 Crore. Hence, we request you to kindly relax the same to 7 Crore for us to qualify.</p>	<p>Provisions of bidding document shall remain unchanged.</p>

Sl. No.	Clause No. & Description	Bidder Queries	POSOCO Reply
6	Cl. 7- Payment Terms	<p>As discussed we have tried taking approval for the payment terms as revised by POSCOCO but the payment terms provided by POSCO is pushing the payments towards the end while all the effort is made towards the start leading to a negative cash flow for months. We request you to kindly again relook at the payment terms to align with the effort made. This is less to do with amount of money involved and more to do with policy requirements.</p> <p>Ideally Design and Requirement document signoff is a clear milestone. A suggested payment milestone based payment schedule may look like: Team Mobilization: 10% SRS Signoff: 25% UAT Signoff: 25% Go-Live: 40%"</p>	Refer Amended Bidding Document.
7	Cl. 7- Payment Terms	<p>We hereby request you to change the payment terms so that we can participate. This being a Software Development Project which requires extensive manpower, Cloud Services & requisite Software including DB licences is a capital intensive requirement. The initial investment will have negative cash flow from Day 1 and will continue till 35 weeks as per present payment terms defined in the revised tender. We would like to urge you that current payment terms are very hard for any of the System Integrators to sustain in current covid induced financial scenarios . Hence we once again request POSCO to revise payment terms and set Milestone based payment as per below: 1) Mobilization advance--- 10% of Application Development 2) Application Software Licences along with DB & Hardware required for development -- 100% against Delivery of Licences 3) On successful completion of SRS/FRS Document--25% of the application development fee 4) Business Blue Print Sign off--- 25% of the application Development 5) UAT Testing- 20% of application development 6) Go-Live of Application-- 20% of Application Development. For Warranty, CAMC & Manpower to be paid on Monthly basis. Training charges will be paid 100% against completion.</p>	Refer Amended Bidding Document.

Sl. No.	Clause No. & Description	Bidder Queries	POSOCO Reply												
8	Clause 9: Schedule for Development & Implementation Current Duration is upto T+39 Weeks	We hereby request POSOCO to increase the total timelines for implementation by atleast 15 weeks, as it hinders our participation. Being a complex application, which requires various functional information & its assimilation, we estimated that time provided for the completion of this project is very less. All the respective milestones i.e. WBES Application Development, UAT, SAT & Go live should be extended by minimum 15 weeks.	Provisions of bidding document shall remain unchanged.												
9	Clause 14, Guidelines for Reverse Auction (Page No. 25-29),Form E5 (Pg 70) Guidelines for Reverse Auction, Compliance Statement cum Price Confirmation Letter- Reverse Auction	We hereby request POSOCO to remove this clause as L1 Criteria selection will not only provide equal opportunity to all the bidders to quote their best prices but also motivate them to provide best services to POSOCO without compromising on Quality. We have seen in past in such service-oriented bids wherein successful bidder were selected through Reverse Auction, quality of services got compromised and end user suffered in the hands of successful bidder to get the desired results. Keeping this Clause in the fray of this RFP will abstain quality participation.	Provisions of bidding document shall remain unchanged.												
10	Clause 20 : Availability and Maintenance Charges Payment Calculation (Pg 179-180) <table border="0" data-bbox="239 893 909 1130"> <thead> <tr> <th data-bbox="239 893 546 982">Availability for each quarter (In Percentage) (In Percentage of Quarterly Bill)</th> <th data-bbox="546 893 909 982">Penalty (In Percentage of Quarterly Bill)</th> </tr> </thead> <tbody> <tr> <td data-bbox="239 982 546 1015">> 99.99% NIL</td> <td data-bbox="546 982 909 1015"></td> </tr> <tr> <td data-bbox="239 1015 546 1047">>=99.0 to < 99.99</td> <td data-bbox="546 1015 909 1047">5.0</td> </tr> <tr> <td data-bbox="239 1047 546 1079">>=98.00 to < 99.00</td> <td data-bbox="546 1047 909 1079">10</td> </tr> <tr> <td data-bbox="239 1079 546 1112">>=97.00 to < 98.00</td> <td data-bbox="546 1079 909 1112">15</td> </tr> <tr> <td data-bbox="239 1112 546 1144"><97.00</td> <td data-bbox="546 1112 909 1144">20</td> </tr> </tbody> </table>	Availability for each quarter (In Percentage) (In Percentage of Quarterly Bill)	Penalty (In Percentage of Quarterly Bill)	> 99.99% NIL		>=99.0 to < 99.99	5.0	>=98.00 to < 99.00	10	>=97.00 to < 98.00	15	<97.00	20	We request POSOCO to cap the Total SLA Penalty to 10% of quaterly CAMC & Manpower Value.	Provisions of bidding document shall remain unchanged.
Availability for each quarter (In Percentage) (In Percentage of Quarterly Bill)	Penalty (In Percentage of Quarterly Bill)														
> 99.99% NIL															
>=99.0 to < 99.99	5.0														
>=98.00 to < 99.00	10														
>=97.00 to < 98.00	15														
<97.00	20														