

**Ref. No. NLDC/CnM/SL/IT Infra/2017-18/**

To,

**Open Tender**

**Sub: Tender Enquiry for Augmentation of existing IT Infrastructure located at “NLDC, Katwaria Sarai, Delhi” and establishment of basic IT Infrastructure for “POSOCO-CC located at IFCI Tower, Nehru Place, New Delhi”.**

Dear Sir,

- 1.0 National Load Despatch Centre (NLDC), Power System Operation Corporation Limited (POSOCO), [A wholly owned Government of India company] henceforth “Owner”, presently having its office at B-9, 1<sup>st</sup> Floor, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016, invites **online** Bids from reputed and qualified firms located in Delhi/NCR Region as per the details and other terms and conditions enumerated below.

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).

**2.0 Details of Bidding Documents are as follows:**

- a) Instruction for On-line Bid submission
- b) Submission of Tender
- c) Qualifying Requirements
- d) Conditions of Contract
- e) Technical Specification
- f) Bid Form and Attachments (First Envelope)
- g) BOQ (Second Envelope)

**3.0 Technical Specification Requirement:**

The products offered (hardwares and softwares) under the subject package shall meet all the minimum requirements specified under the Technical Specification of the bidding documents. Bidder has to submit the compliance statement of Hardware requirements along-with offered make and model.

- 4.0 Bidders are required to furnish the list and value of such contracts executed/being executed/awarded till date with completion schedule and actual time of completion supported by documentary evidence e.g. Copy of Agreement/Letter of Award, Payment Certificate, Completion Certificates, copy of profit and loss account and Balance Sheet for the last three consecutive financial years duly certified by Chartered Accountants (statutory auditors in case of limited/private limited company), Banker's Solvency Certificate ,Partnership deed / Affidavit as applicable , based on which it can be ascertained that the bidder meets the Qualifying Requirements.
- 5.0 Bid documents can be downloaded from CPPP (Central Public Procurement Portal) of NIC, Government of India, website (<http://eprocure.gov.in/cppp/>).
- 6.0 Notwithstanding anything stated above, NLDC, 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.
- 7.0 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.
- 8.0 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. POSOCO shall not be held responsible for any delay, loss, damage or non-receipt of Original EMD/Bid Security sent by post.
- 9.0 In case any bidder wishes to seek any clarification related to tender documents, the same shall be entertained by POSOCO, 10 (Ten) days prior to date of opening of bids.
- 10.0 POSOCO reserves the right to verify the authenticity of documents submitted by the parties in support of their Qualifying Requirements (Financial & Technical) from the respective source and in case of any discrepancy found during the course of verification, the EMD amount submitted by the parties shall be forfeited and appropriate action against the defaulting agency will be taken by POSOCO.
- 11.0 This NIT in window form as published in newspaper (in case of any discrepancy between Hindi and English publications in newspaper, English version shall prevail) may also be seen on NIC website: <http://eprocure.gov.in/cppp/>.

- 11.0 **Bidders (MSEs: Micro and Small Enterprises) registered with NSIC shall be exempted from submitting Earnest Money Deposit/Bid Guarantee to the extent of monetary ceiling specified as per the Enlistment certificate/Competency certificate issued by NSIC Exemption. The exemption shall be provided subject to submission of Valid NSIC certificate wherein validity of certificate, the item for which they are registered & monetary ceiling must be specified clearly. Otherwise, the same shall not be considered for exemption.**
- 12.0 **Online Bid Submission Process**
- 12.1 Online bids (complete in all respect) must be uploaded on <https://eprocure.gov.in/eprocure/app> as per Document Control Sheet.
- 12.2 In case, the day of bid submission is declared Holiday by Govt. of India, the next working day will be treated as day for submission of bids. There will be no change in the timings.
- 12.3 The following documents shall be **uploaded** by every bidder along with the First Cover (Technical) bids:
- I. Support documents as per the Qualifying Requirement, Copy of EMD, Bid form and Attachments.
  - II. Any other document which the bidder may feel necessary to support the bid.
- 12.4 Tender bid must contain the name, office and after office hours addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures. A certificate from bidder's HR/ legal department must be enclosed with the bid, certifying that the person(s) who signed the bid is an authorized person on behalf of company.
- 12.5 Un-signed, un-stamped and without certificate for authorized person from bidder's HR / legal department bid shall not be accepted.
- 12.6 All pages of the bid being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of content of the documents before uploading.
- 12.7 Bids NOT submitted as per the specified format and nomenclature will be out rightly rejected.
- 12.8 Ambiguous bids will be out rightly rejected.
- 12.9 NLDC, POSOCO will NOT be responsible for any delay on the part of the vendor in obtaining/downloading the terms and conditions of the tender notice or submission/uploading of the tender bids.

- 12.10 **The bids/offers submitted in hard copy (except EMD or exemption certificate)/by telegram/ fax/ E-mail etc. shall NOT be considered/shall be treated as non-responsive. No correspondence will be entertained on this matter.**
- 12.11 Any alteration/overwriting/cutting in the bid should be duly countersigned else it will be out rightly rejected.
- 12.12 Conditional tenders shall NOT be accepted on any ground and shall be rejected straightway.
- 12.13 If any clarification is required, the same should be obtained before or during pre-bid meeting only (if held)
- 12.14 Bidder shall furnish a compliance statement (Point-wise) of the QR with the Technical Bid. Bidder shall also furnish compliance statement of minimum technical requirement specified in technical specification.
- 12.15 Tender process will be over after the issue of Purchase order /LOA to the selected bidder(s). Thereafter, information submitted by the participating bidders before and during the bidding process may be put by NLDC in the public domain. Competent Authority in NLDC, POSOCO may not exercise the privilege given under Right to Information Act Section 8(1) (d) which says “there shall be no obligation to give any citizen information including commercial confidence, trade secrets or intellectual property, the disclosure of which would harm the competitive position of a third party, unless competent authority is satisfied that larger public interest warrants the disclosure of such information”.
- 13.0 The online bid submission does not mean that the bidder has been automatically considered qualified. Further, the bidders are, therefore, required to furnish the list and value of such contracts executed / awarded till date as per the tender document with completion schedule, latest Income Tax Clearance Certificate, Certificate of Profit and Loss Account, Balance Sheet duly certified by Chartered Accountant / Statutory Authority in case of limited / private limited company for the best three out of five Financial Years, Banker’s Certificate, Partnership Deed, Affidavit as applicable based on which it can be ascertained that the bidder meets the Qualifying Requirements.

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

POSOCO, which are based on the lack of such clear information or its effect on the cost of the works to the Tenderer.

POSOCO does not bind themselves to accept the lowest or any tender or to give any reason for their decision.

14.0 POSOCO shall return the amount of EMD without any interest to the entire unsuccessful bidder within 30 days from the date of issue of LOA to successful bidder.

15.0 Earnest Money shall be forfeited in case of following:

- (a) If a Bidder withdraws/modifies its bid during the period of bid validity or
- (b) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid; or
- (c) If the bidder does not accept the corrections to the arithmetical errors identified during preliminary evaluation of his bid or
- (d) In the case of a successful bidder, if bidder fails to sign the Contract; or
- (e) In the case of a successful bidder fails to submit the performance Guarantee or
- (f) If the work is not commenced after the work is awarded to a Vendor

16.0 Location:

- 1. National Load Despatch Centre, B-9, 1<sup>st</sup> Floor, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016
- 2. POSOCO-Corporate Centre (POSOCO-CC)  
9<sup>th</sup> Floor, IFCI Tower, Nehru Place, New Delhi

or any other office of POSOCO/NLDC as intimated by Engineer-in-charge

17.0 ENGINEER-IN-CHARGE:

For supervision & coordination of the above job Chief Manager (System Logistics) or his Authorized Representative(s) shall be the Engineer-In-Charge.

18.0 Bid Opening Process:

- a. On line bids (Complete in all respect) received along Original EMD in hardcopy will be opened online in the presence of bidders' representative with the Bid Acknowledgement Receipt, if available or they can view the bid opening event online at their remote end. **Bids opened without receipt of Original EMD in hardcopy within the scheduled time and date for opening of technical bid will be treated as non-responsive.**
- b. A duly constituted committee will evaluate Eligibility Criteria of Bidders.
- c. Technical 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 Vendor'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.
- e. Two authorized representative of each bidder would be permitted to be present at the time of aforementioned opening of bids.
- f. Financial bids of those bidders who are found not to meet the Qualification Requirements or treated as non-responsive will not be opened online.

19.0 **Technical Evaluation Process of first part of Bid:** NLDC, 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 Qualify Requirements (QR) or other criteria specified in the Bidding Documents will be rejected and not included for further consideration.

NLDC, 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:

Overall completeness and compliance of the Terms and Conditions and deviations from the terms and conditions as specified in the Bidding Documents.

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 NLDC, POSOCO.

Any other relevant factors that NLDC deems necessary or prudent to take into consideration any deviations to the specification stipulated in the Bidding Documents.

Details furnished by the bidder in response to the requirements specified in the Bidding Documents.

NLDC 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.

20.0 **Commercial evaluation of Second Part of Bid (Financial Bid):** The financial bids of only those bidders shortlisted from Technical bids will be opened online in the presence of their representatives on a specified date and time to be intimated to the respective bidders and the same shall be evaluated by the duly constituted Tender Committee.

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. For bidders, not meeting this criterion, their Second Part Commercial Bid shall be not opened. NLDC, 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. 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) Bids shall be evaluated and compared in line with clause number 10.0 of condition of contract.
- d) In case it is found that final evaluated price of two or more bidders works out to be same, a committee shall assess the bidders financial capacity and capability and also their past experience of similar work. After assessment of parties, the contract will be awarded to the party found to be most resourceful/ experienced. Higher work experience with POSOCO/other PSUs without any complaints shall be considered a criterion for selection of party is all other parameters found same or nearly same. However, the decision of POSOCO in the above regard will be final and no claim from any party will be entertained.
- e) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity of any item, or between sub-total and the total price, the unit or sub-total price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. Further, if there is a discrepancy between the quantity specified by POSOCO in the bidding document and that indicated by the bidder in his bid, the former shall be taken to arrive at the computed price. In case the unit rate of an item is not quoted but the total is indicated, the same shall be taken to arrive at the computed price. The computed price at, as above, shall be considered for the purpose of award also. If the bidder does not accept the correction of error, its bid will be rejected and POSOCO may initiate action to blacklist.
- f) The Owner may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, whether or not identified by the Bidder in Schedule of Deviations to its bid and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation.

- g) If a Second Part bid is not substantially responsive, it will be rejected by the NLDC, despite qualifying in the First Part Bid and may not subsequently be made responsive by the Bidder by correction of the nonconformity. NLDC's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence
- 21.0 The tenderer shall submit Original Earnest Money Deposit (EMD) of Rs. **Rs.7,52,000/- [Rupees Seven Lac Fifty Two Thousand only]** in the form of Demand Draft or Pay Order/BG in favour of Power System Operation Corporation Limited, New Delhi from a nationalized bank. The EMD shall be in a separate sealed cover duly superscribed with the name of work and submitted to POSOCO before scheduled date and time for opening of First Cover (Technical bid) at B-9, 1<sup>st</sup> Floor, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016.
- 22.0 POSOCO does not bind them to accept the lowest or any bid or to give any reason for their decision.
- 23.0 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.
- 24.0 POSOCO shall not pay all the import duties and levies including license fees lawfully payable on imported items and shall be included in bid price.
- 25.0 POSOCO shall return the earnest money wherever applicable to unsuccessful bidder. However, the EMD of successful bidder shall be released only after submission of Contract Performance Guarantee (CPG)/Security Deposit (SD) by them and its acceptance by the Owner.
- 26.0 This Notice of bid shall form a part of the Contract Document.

Yours Faithfully,

**Deputy General Manager**  
(C&M)

**Encl:** As above



## **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>.

### **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 is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class 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.

### **SEARCHING FOR TENDER 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.

## **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.

## **SUBMISSION OF BIDS**

- 1) 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.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) 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.
- 4) 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 [B-9, 1<sup>st</sup> Floor, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016], 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.

- 5) 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 prices 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.
- 6) 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.
- 7) 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.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) 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.
- 10) 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.

## **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.

*Bidders (MSEs: Micro and Small Enterprises) registered with NSIC shall be exempted from submitting Earnest Money Deposit/Bid Guarantee to the extent of monetary ceiling specified as per the Enlistment certificate/Competency certificate issued by NSIC Exemption. The exemption shall be provided subject to submission of Valid NSIC certificate wherein validity of certificate, the item for which they are registered & monetary ceiling must be specified clearly. Otherwise, the same shall not be considered for exemption.*

## **Submission of Tender**

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

### **Technical Bid:**

The following documents are to be **uploaded** by the Vendor along with Technical Bid as per the tender document:

- i) Scanned copy of Bid Guarantee/EMD .  
( Original Copy of EMD of **Rs.7,52,000/- [Rupees Seven Lac Fifty Two Thousand only]** in the form of Demand Draft or Pay Order/BG in favour of Power System Operation Corporation Limited, New Delhi from a nationalized bank shall be submitted to the AGM (CP & C&M) NLDC, Power System Operation Corporation Limited, B-9, 1<sup>st</sup> Floor, Qutab Institutional Area, Katwaria Sarai on or before the scheduled date and time for opening of Technical bid[First Cover])
- i) Scanned copy of duly filled Bid Form and Attachments
- ii) Scanned copy of statement of compliance to Technical Specification.
- iii) Scanned copy of Tender Acceptance Letter
- iv) Scanned copy of supporting documents in support of Qualification Requirements.
- v) Scanned Copy of Any other document which the bidder may feel necessary to support the bid.

### **Price Bid:**

*(A) Schedules of price bid in the form of BOQ\_IT Infrastructure.xls*

***NOTE: The offers submitted in hard copy (except EMD)/by Telegram/Fax/email shall not be considered/treated as non-responsive. No correspondence will be entertained in this matter.***

## **QUALIFYING REQUIREMENTS**

Qualification of bidder will be based on meeting minimum pass / fail criteria specified below regarding the Bidder's Technical experience and financial position (Part-A: Mandatory Requirement) as demonstrated by the Bidder's responses in the corresponding bid schedules. Technical experience and financial resources of any proposed sub-Vendor shall not be taken in to account in determining the Bidder's compliance with the qualifying criteria.

### **PART-A: MANDATORY REQUIREMENT**

#### **A. TECHNICAL EXPERIENCE**

1. Bidder must have experience of establishing IT infrastructure (supply, installation, testing and commissioning) (including UTM, Servers, Storage, Video Conferencing, Switches/wired/Wi-fi network setup) in State / Central Government establishments / Public Sector Enterprises / MNCs / Educational Institutions / Corporate Entities during the last 5 years as on the originally scheduled date of bid opening as per the following:
  - i) One single work of a value of not less than of Rs **306 Lakh**  
(OR)
  - ii) Two (2) works, each of a value of not less than Rs **226 Lakh**  
(OR)
  - iii) Three (3) works, each of a value of not less than Rs **151 Lakh**
2. The bidder must have supplied, installed, tested and commissioned at least One (1) installation in last 3 years of similar server consolidation (Hypervisor) project with the product of the same OEM as being offered against this NIT.
3. The bidder must submit tender specific authorisation from the OEM for all the major products (Hardware / Software) supplied against the said NIT.
4. The Servers, storage, routers, switches etc. shall be offered from the OEMs meeting the following requirements:
  - The OEM shall be a manufacturer of the quoted product for the last three (03) years as on the originally scheduled date of bid opening mentioned above.
  - The OEM or its subsidiary of the quoted products should have a registered office in India and must have its own Technical Assistance Centre (TAC) support in India.
  - The OEM of the quoted products must have supplied similar kind of enterprise level products in at least one similar project in India within the last three (03) years as on the original date of bid opening mentioned above.

5. The bidder shall have sufficient infrastructure and manpower in Delhi or NCR for providing after sale services. In case of the bidder is the Original Equipment Manufacturer (OEM), it shall certify that it has the establishment for providing after sales services in Delhi or NCR and in case the bidder is an authorized agent, then it shall have the certificate from the Principals that they are capable of providing after sales services in Delhi or NCR.
6. In case, bidder is a holding company, the technical experience referred at clause 1 above shall be that of holding company only (i.e. excluding its subsidiary/group companies). In case bidder is a subsidiary of a holding company, the technical experience referred at clause 1 above shall be of that subsidiary company only (i.e., excluding its holding company).
7. The registered office or one of the branch offices of bidder should be located either in Delhi or NCR.
8. The bidder shall have relevant ISO certification (at least ISO 9000 and ISO27000).

Following documents shall be submitted by the bidder as evidence of above:

- (i) Completion certificate from the client for the work, containing relevant information to conclusively establish that the bidder has completed the requisite work(s) as per the requirement specified above.
- (ii) The copy of corresponding completed work order(s) shall also be submitted.
- (iii) Undertaking from OEM/manufacturer stating that (i) the product offered is not declared as at “End-of-sale” and “end-of-support” and (ii) they would support including spares, patches, upgrades, updates etc for the offered products/software for next 05(five) years from the date of supply and installation.

## **B. FINANCIAL POSITION**

1. The minimum average annual turnover (MAAT) of the bidder for the best three (3) financial years out of the preceding five (5) financial years (i.e. 2012-13, 2013-14, 2014-15, 2015-16 and 2016-17) shall be **Rs. 564 Lakh**
2. In case bidder is a holding company, MAAT referred to in (a) above shall be of that holding company only (i.e. excluding its subsidiaries / group companies). In case bidder is a subsidiary of a holding company, MAAT referred to (a) above shall be of that subsidiary company only (i.e. excluding its holding company / other companies in the group).
3. Following documents shall be submitted by the bidder as evidence of above:
  - i. Audited balance sheet and Profit & Loss Account for the best three (3) financial years out of the preceding five (5) financial years (i.e. 2012-13,

2013-14, 2014-15, 2015-16 and 2016-17). In case, the audited balance sheet for latest financial year is not available, a certificate from the Chartered Accountant on their letter head certifying the financial turnover for the latest financial year may be submitted.

- ii. In case, the bidder is not covered under compulsory tax audit under the IT act for a particular financial year, a copy of acknowledgement of income tax return filed for the corresponding period should also be submitted along with either certificate from Chartered Accountant certifying the turn over or print out of Form 26AS.

#### **PART-B: GENERAL**

- (a) Following document 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/PUS/ 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.
- (b) POSOCO, reserves the right to relax/waive of minor deviations with respect to QR as stipulated above, the decision of POSOCO in this regard shall be final & binding on bidders.
- (c) Owner 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.

## CONDITIONS OF CONTRACT

### 1.0 **GENERAL:**

1.1 Power System Operation Corporation Limited incorporated under the Companies Act 1956, having its registered office at B-9, 1<sup>st</sup> Floor, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016 (hereinafter referred to as 'Owner/POSOCO')

2.0 **Understanding of Documents:** The bidder is required to carefully examine the tender documents and fully understand the implications of the conditions and matters which may in any way affect the works or the cost, quality, or scheduled completion time thereof. Further, the bidder is also required to inspect the site of the work/equipment and ascertain for himself site/equipment conditions, facilities available 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.

3.0 **SCOPE OF WORK:** Supply, Inland, transportation, loading and unloading, Transit Insurance, Delivery at site, Installation, Cabling, Testing, 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 bidding documents. Detailed scope of work envisaged under the contract is defined under Technical Specification.

### 4.0 **VALIDITY OF BID:**

4.1 The validity of submitted offer shall be 180 days from the date of opening of bids.

### 5.0 **PRICE BASIS:**

5.1 The Bidder shall quote in their tender:

Bid Currencies: Prices shall be quoted in Indian Rupees Only

- (i) List of Software/Hardware/Services are mentioned in BoQ.
- (ii) The unit rates for the respective items of bill of quantities as envisaged.
- (iii) Applicable GST.
- (iv) The total amount of the individual items of bill of quantities as well.
- (v) The sum of all such totals of bill of quantities for entire scope of work.

5.2 The above prices (excluding GST) shall remain FIRM and FIXED and hence no price variation shall be payable on any account whatsoever.

5.3 The item rates that are quoted and indicated in the Bill of Quantities (BOQ) - include, interalia, all costs such as cost of necessary materials, their transportation to site, plants, site arrangement, overheads, insurance as applicable but exclude GST whatsoever as stipulated in the contract for the total scope of work under the contract. Nothing shall be payable extra over and above the quoted item rates.



5.4 Bidder shall not include GST in their quoted price. However, Input Tax Credit (ITC) available, if any, under the GST law as per the relevant Government policies wherever applicable shall be taken into account by the bidder while quoting the prices. GST applicable shall be reimbursed against documentary evidence and submission of invoice in the form and manner prescribed under GST Act and rules. No claim on account of any taxes, duties or other levies (except GST) or any interest therein shall be entertained by POSOCO.

5.0 **BID GUARANTEE/ EARNEST MONEY DEPOSIT:**

5.1 Hard Copy of Earnest Money [EMD] as specified in the Tender Document shall be deposited in a separate sealed envelope before scheduled date and time for opening of Technical bid[First Cover] at AGM(CP & C&M), POSOCO, B-9, 1<sup>st</sup> Floor, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016'. The sealed envelope shall be duly superscribed as Earnest Money Deposit which is must, to become eligible for participation. The tenders not accompanying with a requisite value/ validity/ FORM of EMD or exemption certificate in a separate sealed envelope shall be considered as non-responsive.

The requisite amount of EMD shall be furnished in any of the following forms.

- (a) Bankers Cheque/ Demand Draft in favour of POWER SYSTEM OPERATION CORPORATION LIMITED from a reputed commercial bank or a Financial institution i.e. IFCL, ICICI & IDBI.
- (b) Irrevocable Bank Guarantee from a reputed commercial bank or a Financial institution i.e. IFCL, ICICI & IDBI, acceptable to POSOCO [All Banks/Financial Institutions except Public sector Indian Banks, shall have overall corporate ratings or Long term Debit rating not less than A[-] [A minus] from reputed credit Vendor, valid and operative till 30 days after validity of tender [i.e 7 months from the date of opening of First Cover(Technical Bids)] in the format attached to this document.

5.2 The Earnest Money Deposit shall be forfeited on the following grounds:

- a] If a Bidder withdraws/modifies its bid during the period of bid validity or
- b] In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid; or
- c] If the bidder does not accept the corrections to the arithmetical errors identified during preliminary evaluation of his bid or
- d] In the case of a successful bidder, if bidder fails to sign the Contract/ submit acknowledged copy of the LOA; or
- e] In the case of a successful bidder fails to submit the Contract performance Guarantee or
- f] If the work is not commenced after the work is awarded to a Vendor.

5.3 EMD submitted in the form of Bank Guarantee shall be released either on submission of Contract Performance Guarantee for full Security Deposit amount

valid till 90 days beyond completion period as per provision of Clause No. 20.0 of this document or deduction of full Security Deposit amount from Vendors' running bills and its certification by Engineer-in-charge.

**6.0 INSTRUCTIONS FOR SUBMISSION OF OFFER :**

- 6.1 The bid must contain the full name, designation and complete address of place of business of the person(s) signing the bid. Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished along with the proposal.
- 6.2 Bidder shall upload scanned copy of partnership deed, in case of partnership firm, memorandum and Articles of Association, in case of limited company, Ownership certificate in case of sole or proprietorship firm.

**7.0 SUBMISSION AND OPENING OF BID:**

- 7.1 Online bids shall be received through CPP portal of NIC.
- 7.2 The bids shall be opened at time and date mentioned in the Tender Enquiry or extension thereof in the presence of bidder or their authorized representatives who choose to be present on that occasion.
- 7.3 After the opening of bids, the information relating to the examination, clarifications, evaluation and comparison of bidders and recommendations concerning the award of contract shall not be disclosed to the bidders or other persons concerned with such process.
- 7.4 Submission of tender by a Vendor implies that he has read all the Tender Documents and has made himself fully aware of the scope and specifications of the work to be done and of the conditions, as also apprise him of local conditions and other factors which may have bearing on the execution of the works.
- 7.5 Any effort by a bidder to influence the POSOCO personnel or representatives on matters relative to the bid under study in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning award of contract may result in the rejection of his bid.

**8.0 EVALUATION AND COMPARISON OF BIDS :**

**8.1 Preliminary Examination of First Envelope bids/First Cover/Technical Bids:**

- 8.1.1 POSOCO will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

In case of non-submission/uploading of Bid within the stipulated deadline of the same prescribed by POSOCO, such bids shall be rejected during preliminary examination.

- 8.1.2 POSOCO may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, whether or not identified by the Bidder in Deviation Schedule to its bid, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation.

- 8.1.3 Prior to the detailed evaluation, POSOCO will determine whether each bid is of acceptable quality, is complete and is substantially responsive to the Bidding Documents. Any deviations, conditionality or reservation introduced in Deviation Schedule and/or in the Bid Form and covering letter, or in any other part of the bid will be reviewed to conduct a determination of the substantial responsiveness of the bidder's bid. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the Owners's rights or the successful Bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.
- 8.1.4 Bids containing deviations from critical provisions relating to EMD/Bid Security/Bid Guarantee; validity of bid; Terms of Payment; Contract Performance Guarantee/Performance Security; Liquidated Damages/Deduction towards non-performance and Price & Price Basis; will be considered as non-responsive.
- 8.1.5 Regarding deviations, conditionality or reservations introduced in the bid, which will be reviewed to conduct a determination of substantial responsiveness of the Bidder's bid as stated in Sub-Clause 8.1.3, the order of precedence of these documents to address contradictions, if any, in the contents of the bid, shall be as follows:
- I. Bid Form.
  - II. Deviations
  - III. Technical Data Sheet (if applicable)
  - IV. Any other part of the bid

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

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

## 8.2 **Evaluation of Technical Proposal**

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

- (i) Bidder to submit point by point compliance to the minimum technical specification/requirement in the format enclosed in the bidding document. The bidders should offer the products strictly as per the tendered specifications giving models, make and exact specifications. All the technical literature for the product offered by the bidder may be enclosed in the bid.
- (ii) Any deviations from the minimum technical specification/requirement should be clearly brought out. When the configuration/feature required is not available in a particular model, the next available higher configuration model shall be offered.

**THE BIDDERS MAY PLEASE NOTE THAT THE PRODUCT OFFERED BY THEM SHOULD MEET COMPLETE TECHNICAL SPECIFICATIONS. IF THE PRODUCT(S) OFFERED DO NOT MEET EVEN A SINGLE POINT OF MINIMUM TECHNICAL REQUIREMENT/SPECIFICATIONS THEN THE BID WILL BE REJECTED AND PRICE BID WILL NOT BE OPENED.**

- (iii) The offered product should be of latest versions. The products offered should not be declared as at “End-of-sale” and “end-of-support” by the respective OEM/manufacturer. Undertaking to this effect must be submitted from OEM. The bidder should also submit valid letter from the OEMs confirming the following:

“The support including spares, patches, upgrades, updates etc for the offered products/softwares shall be available for next 05(five) years from the date of supply and installation.”

- (iv) When deemed necessary, during evaluation process, POSOCO may seek clarifications or ask the bidders to make Technical presentations/demonstrations on any aspect from any or all the bidders. However, this would not entitle the Bidder to change or cause any change in the substance of the tender submitted or price quoted.
- (v) Compliance with the time schedule specified
- (vi) Any other relevant technical factors that the Owner deems necessary or prudent to take into consideration.
- (vii) Details furnished by the bidder in response to the requirements specified in Technical Specifications of the Bidding Documents.

### 8.3 **Qualification**

- 8.2.1 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.
- 8.2.2 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.

- 8.3 Deviations:** It is taken that the bidder shall accept all the terms & conditions mentioned in bid documents without any deviation. **However, the bidder who may have to deviate from terms & conditions of contract will have to bring out all their deviations in the Statement of Deviations and submit the same along with the bid copy.**

Deviations must be fully explained in this Statement of Deviations and the same should be stamped and signed by the Bidder. The last column of this statement should positively indicate the cost of withdrawing these conditions. These costs will be taken into considerations for purpose of evaluation. It may further be noted that in case of withdrawal of deviations maximum liability to the owner under the contract will not exceed the amount stipulated in the bid against respective deviation in the statement of deviation. **If there are no deviations the statement of deviation shall be returned as 'NIL' statement duly signed and stamped.**

Deviations mentioned or brought out elsewhere in the bid other than in the statement of deviation save for rebates will not be entertained and such offers which do not conform to the above requirements are liable to be rejected.

- 8.3** At the time of Award of Contract, if so desired by the Owner, the Bidder shall withdraw these deviations listed in deviation schedule of Bid Proposal sheet in their Bid at the cost of withdrawal stated by him in the bid. If the deviation to any of these provisions is not priced, bidder has to withdraw these deviations free of cost. 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. The evaluated cost of their bid shall include, the cost of withdrawal of the deviations from the above provisions to make the bid fully compliant with these provisions.

## **9.0 Opening of Second Cover (Financial Proposal)**

- 9.1** The Second Envelope i.e., Price Part of only those Bidders shall be opened who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract, pursuant to Clause 8. Such Bidders shall be intimated about the date and time for opening of Financial Proposal i.e., Second Envelope of the Bids by the Owner. A negative determination of the bids pursuant to Clause 8, shall be notified by the Owner to such Bidders and the Unopened Second Envelope and the bid security submitted by them shall be returned/archived.

- 9.2 The Owner will open Second Envelope i.e., Financial Proposal at the specified time and date in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the intimation for opening of Second Envelope. Bidders who have submitted their bid and found qualified as mentioned at para 8 above may view online tender opening on the portal from their end.

#### 10.0 Evaluation of Second Envelope (Financial Proposal)/Second Cover

- 10.1 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.
- 10.2 The Owner will examine the Price Part (**Second Envelope**) to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

The Price Part containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the First Envelope are liable to be rejected.

- 10.3 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity of any item, or between sub-total and the total price, the unit or sub-total price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. Further, if there is a discrepancy between the quantity specified by POSOCO in the bidding document and that indicated by the bidder in his bid, the former shall be taken to arrive at the computed price. In case the unit rate of an item is not quoted but the total is indicated, the same shall be taken to arrive at the computed price. The computed price at, as above, shall be considered for the purpose of award also. If the bidder does not accept the correction of error, its bid will be rejected and POSOCO may initiate action to blacklist.

- 10.3.1 If there is a discrepancy between the quantity specified by the Owner and the quantity indicated by the bidder in any price schedules, the quantity specified by the Owner shall prevail and shall be corrected accordingly.
- 10.3.2 The prices of all such item(s) against which the Bidder has not quoted rates/amount (viz., items left blank or against which '-' is indicated) in the Price Schedules will be deemed to have been included in other item(s).

If the discount(s)/rebate(s) offered by the Bidder is a percentage discount and the price component(s) on which the said discount is not indicated in the bid, the same shall be considered on the total bid price [i.e. proportionately on each price component], in the event of award. However, if lump-sum discount is offered, the same shall be considered in full on the Supply price component (by proportionately reducing Supply price of individual items), in case of award.

Further, Conditional discounts/rebates, if any, offered by the bidder shall not be taken into consideration for evaluation. It shall, however, be considered in case of award.

The subtotal, total price or the total bid price to be identified in Bid Form for this purpose, irrespective of the discrepancy between the amount for the same indicated in words or figures shall be rectified in line with the procedure explained above.

If the Bidder does not accept the correction of errors as per this clause, its bid will be rejected and POSOCO may initiate action to blacklist.

10.3.3 Bids shall be evaluated and compared on the basis of total price including GST indicated by the bidder for **the entire scope of work under the package including 6<sup>th</sup> and 7<sup>th</sup> year comprehensive AMC including Resident Engineer.**

10.4 Evaluation of a bid, in addition to the total price as per Clause 10.3.3 above, will take into account "Cost Compensation for Deviations/Cost of Withdrawal of Deviations" indicated by the bidder in the **First Envelope** will be added to bid price. If such a price is not given, the Owner will make its own assessment of the cost of such a deviation for the purpose of ensuring fair comparison of bids.

10.5 Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an "Evaluated Bid Price." Bid prices quoted by bidders and rectified as per Clause 10.3 and its sub-clauses shall remain unaltered.

10.6 Bid stipulating completion of works beyond "Work Schedule/ Completion Period" specified, if not resolved during evaluation/ Post bid discussions run the risk of rejection.

#### 11.0 **Bid form and Bid Prices (BoQ)**

11.1 Under the Bill of Quantity (BoQ) following schedules are given, Bidder shall give the required details and a breakdown of their price in respective forms:

- (a) The Supply, Installation, Commissioning, Testing including 5 years Back-to-Back OEM Warranty charges shall be quoted in Schedule-1 and Schedule-2.

Bidders offering imported Equipments/items, the price of such Equipments/items shall be inclusive of customs duties & levies paid or payable. 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.

- (b) 06<sup>th</sup> & 07<sup>th</sup> years item-wise extended comprehensive AMC Charges for all the supplied system (with Back-to-Back OEM Support) shall be quoted separately in Schedule-3.

- (c) Under the schedule-4 (Price Summary Sheet) following shall be mentioned:
  - (i) Total of schedule-1 and schedule-2.
  - (ii) Maintenance and Support for 05 years including Resident Engineer.
  - (iii) Total of schedule-3 plus cost of Resident Engineer for 6<sup>th</sup> & 07<sup>th</sup> years.
  - (iv) Total of all above prices.

## 12.0 **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, further provided that the Bidder is determined to meet the minimum technical specification Requirements as specified.

The Owner 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 Owner, the bidder shall withdraw the deviations listed in deviation form to 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 POSOCO may initiate action to blacklist.

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

In case it is found that final evaluated price of two or more bidders works out to be same, a committee shall assess the bidders financial capacity and capability and also their past experience of similar work. After assessment of parties, the contract will be awarded to the party found to be most resourceful/ experienced. Higher work experience with POSOCO/PSUs without any complaints shall be considered a criterion for selection of party is all other parameters found same or nearly same. However, the decision of POSOCO in the above regard will be final and no claim from any party will be entertained.

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

## 13.0 **Post Bid discussions:**

POSOCO, at its discretion, may hold Post bid discussions with the L1 bidder and all the major issues regarding Supply, Inland, transportation, loading and unloading, Transit Insurance, Delivery at site, Installation, Cabling, Testing, 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.



**14.0 Duration of Contract:**

All supplied systems shall be under OEM back-to-back warranty along-with Vendor maintenance and support with a scope of work defined under technical specification of bidding documents, initially for a period of 05 (five) years. Owner at its discretion may extend the comprehensive AMC contract for further two years (6<sup>th</sup> and 7<sup>th</sup>) with price separately quoted along-with bid and same terms and condition. For the 6<sup>th</sup> and 7<sup>th</sup> years, Vendor has to submit the Back-to-Back OEM Support contract at that time.

**15.0 Terms of Payment:**

**15.1 For supply:** 100% payment (excluding Maintenance and Support charges) shall be released after successful Supply, Inland transportation, Installation, Cabling, Testing, Commissioning and Configurations of the supplied systems along-with submission of back-to-back OEM warranty for the entire duration of contract (5 years) and required Contract Performance Guarantee (CPG) and after verification by Engineer-in-charge or his authorised representative.

**15.2 For Maintenance and Support:** Payment shall be released on quarterly basis after the completion of every quarter and after verification by Engineer-in-Charge or his authorised representative.

**15.3 For extended Comprehensive AMC (6<sup>th</sup> and 7<sup>th</sup> year):** Payment shall be released on quarterly basis after the completion of every quarter and after verification by Engineer-in-Charge or his authorised representative. Before the release of payments of extended period, Vendor shall submit OEM Back-to-Back support documents along-with desired Contract Performance Guarantee (CPG) for the extended periods.

**15.4** The payments shall be released within 15 days of receipt of clear invoice in triplicate and on presentation of following:

- a. Unconditional acceptance of the Letter of Award by the Vendor.
- b. Signed copy of Contract agreement.
- c. Vendor's detailed invoice in triplicate.
- d. A certificate issued by Engineer-In-Charge of the POSOCO regarding satisfactory completion of work.
- e. A certificate issued by Engineer-In-Charge of the POSOCO regarding quarterly availability of the system.
- f. An unconditional & irrevocable Bank Guarantee in favour of POSOCO towards Contract Performance Guarantee in accordance with the clause 20.0 of condition of contract.
- g. Certificate regarding PF statutory requirement.

**15.5** 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 vendor.

**15.6** Tax shall be deducted at source as per the statutory laws.

**15.7 Over payments and Under payments:**

- 15.7.1 Wherever any claim for the payment of a sum of money to NLDC, POSOCO, arises out of or under this contract against the Vendor the same may be deducted by NLDC, POSOCO, from any sum due or which at any time thereafter may become due to the Vendor under this contract and failing that under any other contract with the company or from any other sum due to the Vendor from POSOCO which may be available he shall pay the claim on demand.
- 15.7.2 NLDC, POSOCO reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts etc. NLDC, POSOCO further reserves the right to enforce recovery of any over payment when detected.
- 15.7.3 If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Vendor or alleged to have been done by him under the contract, it shall be recovered by the Owner from the Vendor by any or all the methods prescribed above. If any underpayment is discovered the amount shall be duly paid to the Vendor by NLDC, POSOCO.
- 15.7.4 Provided that the aforesaid right of the company to adjust over payments against amounts due to the Vendor 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 Vendor under MINUS final bill is communicated to the Vendor.
- 15.7.5 Any amount to the Vendor 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 Vendor, from him to the company on any other contract or account whatsoever.
- 15.7.6 NLDC, POSOCO, if at any time after acceptance of the tender, decides to abandon or reduce the scope of works for any reason whatsoever, the Engineer-in-charge shall intimate in writing to the Vendor to that effect. The Vendor shall have no claim to any payment or compensation or otherwise whatsoever on account of such foreclosure.

**16.0 Mode of Payment:**

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

**17.0 Work Schedule**

**06 weeks (Six weeks)** from date of issuance of Letter of Award for Supply, Inland, transportation, loading and unloading, Transit Insurance, Delivery at site, Installation, Cabling, Testing, 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.

**18.0 Taxes and Duties**

- 18.1 The Vendor 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.
- 18.2 If it is statutory requirement to make deductions towards such taxes or any other applicable taxes, the same shall be made by the Owner.
- 18.3 The Vendor shall be solely responsible for the taxes that may be levied on the Vendor'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 Vendor 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.
- 18.4 GST for equipment/items 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 Vendor but limited to the tax liability on the transaction between the Owner and the Vendor based on documentary evidence.
- 18.5 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 Vendor 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 30.0 (Changes in Laws and Regulations) hereof. However, these adjustments would be restricted to GST which are reimbursable by the Owner as per the Contract.
- 18.6 Bidders offering imported Equipments/items, the price of such Equipments/items are to be quoted inclusive of customs duties & levies paid or payable and no separate claim on this behalf will be entertained by the Owner.
- 18.7 Income Tax and other statutory levies as applicable at the time of payment shall be deducted at source unless concerned tax authorities exempt the Vendor. POSOCO shall deduct TDS as per the rules / statutory requirements and issue TDS certificate.

**19.0 Quantity Variation**

During the execution of the contract, the Owner reserves the right to increase or decrease the quantities of items under the contract but without any change in unit price or other terms and conditions. Such variation shall not be subjected to any limitations for the individual items but the total variation in all such items under the contract shall be limited to +/- 20 % (plus/minus twenty percent) of the total contract price.

**20.0 Contract Performance Guarantee/ Security Deposit:**

- 20.1 The successful bidder shall be required to furnish a Contract Performance Guarantee as a Security Deposit @ 10% of the contract value (supply, maintenance and support, excluding 6<sup>th</sup> and 7<sup>th</sup> year price) (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 minus) or equivalent by reputed rating Vendor in the format enclosed with bidding documents, in favor of the owner within 15 days from the date of LOA. The Contract Performance Guarantee must be irrevocable operative and valid till 90 days beyond completion of contract period.
- 20.2 However, well before expiry of warranty period (five year), contract performance guarantee for value of 10% of the charges for additional two years extended comprehensive AMC including Resident Engineer (6<sup>th</sup> and 7<sup>th</sup> year) of the supplied system shall be submitted, which shall be kept valid upto 90 days beyond 2 years period (extended comprehensive AMC)..
- 20.3 The CPG [for an amount 10% (ten percent) of the total contract price (supply, maintenance and support) shall be released after submission of CPG for value of 10% of the charges for additional two years extended comprehensive AMC including Resident Engineer (6<sup>th</sup> and 7<sup>th</sup> year) of the supplied system.
- 20.4 POSOCO shall return the EMD to all the unsuccessful Tenderers. The amount of EMD in respect of successful tenderers where EMD is furnished as DD, FDR and Banker's cheque shall be retained and adjusted towards initial part of security deposit.
- 20.5 EMD submitted in the form of Bank Guarantee shall be released either on submission of Contract Performance Guarantee for full Security Deposit amount till completion of 90 days after completion of contract period or deduction of full Security Deposit amount from Vendors' running bills and its certification by Engineer-in-charge.
- 20.6 No interest shall be payable to the Vendor against EMD and Security Deposit.

**21.0 Liquidated Damages**

- 21.1 If the Vendor 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 Vendor 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.

**22.0 Defect Liability Period /Warranty/On site Comprehensive Warranty**

The warranty would be on-site and comprehensive in nature and back to back support from the OEM. The bidder shall warrant all the hardware and software

including battery for laptops against defects arising out of faulty design, materials and media workmanship etc. for a period of Five Years from the date of acceptance of system after its erection, testing and commissioning. During the contract period the vendor shall be responsible for all the works specified under technical specification.

**23.0 Response Time**

Response and resolution time shall be as per the Technical Specification. Failure to same will levied to penalty as per provision specified in technical specification.

**24.0 Premature Termination of Contract:** POSOCO reserves the right to foreclose/terminate the contract at any point of time during currency of contract or extended period of contract on the basis of unsatisfactory or poor performance of the Vendor or any other valid reason by serving one month notice and can get the work done by another agency at the risk and cost of the Vendor.

**25.0 Cancellation of contract in full or in part:** If the Vendor

25.1 If vendor fails to deliver the services as per the scope of the work detailed in this LOA, due to any lapse from the vendor side, POSOCO reserves the right to cancel the order. In the case of termination / cancellation of the order, the vendor will not be entitled to recover from POSOCO any amount by way of damages, loss or otherwise

25.2 At any time if vendor 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

25.3 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

25.4 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.

**26.0 Statutory & Other Responsibilities of the Vendor**

**Observance of SA: 8000 Standards:** Vendors/Agencies/Vendors shall comply with this Standard for ensuring social accountability in all areas of its activities. Accordingly, Vendor 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/ expanses towards compliance of SA 8000 provisions (if any) shall be to the account of Vendor/bidder and the bidder shall be responsible for keeping these expenses into account and quote their service charges accordingly. The Vendor/agency/vendor shall submit an undertaking before the actual start of work, regarding his commitment for compliance of the SA:8000 standards.

**27.0 Rights of the Owner:**

27.1 The Owner reserves to themselves for the right of accepting the whole or any part of the tender and Vendor shall be bound to perform the same at his quoted rates.

27.2 The Owner reserves the right to reject any offer in full or in part or to split the work among more than one Vendor without assigning any reason thereof.

27.3 The Owner does not bind themselves to accept the lowest or any Tender or to give any reasons for their decision.

27.4 **Risk and Cost:**

During the period of contract, if the Vendor 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 Vendor and recovered from the Security Deposit or any other amount payable to the Vendor.

28.0 **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 (NLDC in-charge) or some other person as appointed by POSOCO, New Delhi. 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.

29.0 **OBSERVANCE OF LABOUR LAWS:** The Vendor 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 Vendor shall reimburse the contributions prepaid by POSOCO.

30.0 **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 Vendor 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 Vendor has thereby been affected in the performance of any of its obligations under the Contract.

30.1 NLDC reserves the right to modify/relax any of the terms & conditions of the tender by declaring / publishing such amendments in a manner that all prospective vendors / parties to be kept informed about it.

\*\*\*\*\*

PROFORMA OF BANK GUARANTEE  
FOR BID GUARANTEE

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

**Ref.** ... ..

**Bank Guarantee No.** ... ..

**Date** .....

To

Power System Operation Corporation Ltd.,  
NLDC, B-9, 1<sup>st</sup> Floor, Qutab Institutional Area,  
Katwaria Sarai, New Delhi-110 016

Dear Sirs,

In accordance with Invitation to Bid under your Specification No \_\_\_\_\_, M/s \_\_\_\_\_ having its Registered/ Head Office at \_\_\_\_\_ (hereinafter called the 'Bidder') wish to participate in the said Bid for \_\_\_\_\_ and you, as a special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of \_\_\_\_\_ valid upto \_\_\_\_\_ on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.

We, the \_\_\_\_\_ Bank at \_\_\_\_\_ (local address) having our Head Office at \_\_\_\_\_ guarantee and undertake to pay immediately on demand by Power System Operation Corporation Limited the amount of \_\_\_\_\_ (in words & figures) without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid upto and including \_\_\_\_\_ @ \_\_\_\_\_. If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s \_\_\_\_\_ on whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ at \_\_\_\_\_.

WITNESS:

.....  
(Signature)

.....  
(Name)

.....

(Official Address)

.....  
(Signature)

.....  
(Name)

.....

(Designation with Bank Stamp)

Attorney as per  
Power of Attorney No. \_\_\_\_\_  
Date : \_\_\_\_\_

**NOTES:**

1. @ This date shall be thirty (30) days after the last date for which the bid is valid.[i.e 7 months from the date of opening of Technical Bids(First Cover)]
2. The stamp papers of appropriate value shall be purchased in the name of issuing Bank.



**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.,  
NLDC, B-9, 1<sup>st</sup> Floor, Qutab Institutional Area,  
Katwaria Sarai, New Delhi-110 016

Dear Sirs,

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 "Vendor" 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 Vendor, resulting in a Contract, bearing No. .... dated ..... valued at ..... for ..... (scope of Contract) and the Vendor 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 Vendor 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 Vendor.

Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Vendor 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 Vendor. 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 Vendor, 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 Vendor 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 Vendor and notwithstanding any security or other guarantee the Owner may have in relation to the Vendor's liabilities.

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

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

#### WITNESS

.....  
(Signature)

.....  
(Name)

.....  
(Official Address)

.....  
(Signature)

.....  
(Name)

.....  
(Designation with Bank Stamp)

Attorney as per  
Power of Attorney No. \_\_\_\_\_  
Date : \_\_\_\_\_

#### NOTES:

1. \* This sum shall be ten per cent (10 %) 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.

## **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 NLDC (POSOCO).

1. **Child Labour:** Vendor/(You) shall not engage or permit use of child labour (person below the age of 14 years) in carrying out any work awarded by NLDC (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.

**TENDER ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

**Date:**

**To,**

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

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

**Tender Reference No:** \_\_\_\_\_

**Name of Tender / Work:** \_\_\_\_\_

**Dear Sir,**

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

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

**2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.**

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

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

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

**6. Also I / We have not been suspended / blacklisted by any PSU / Government Department / Financial Institution / Court.**

**Yours Faithfully,**

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

**List of Eligible Scheduled Commercial Private Indian Banks for issuing Bank Guarantee**

<b>S. No.</b>	<b>Bank Name</b>
1	Development Credit Bank Limited
2	Federal Bank Limited
3	HDFC Bank Limited
4	IndusInd Bank Limited
5	ING Vysya Bank Limited
6	Karnataka Bank Limited
7	Karur Vysya Bank Limited
8	Kotak Mahindra Bank Limited
9	Ratnakar Bank Limited
10	South Indian Bank Limited
11	Axis Bank Limited
12	Yes Bank Limited
13	ICICI Bank Limited

## Bill of Quantity (BOQ)

In line with the provisions of the Bidding documents, bidders are required to submit their commercial offers in following attached schedules:

- (a) The Supply, Installation, Commissioning, Testing including 5 years Back-to-Back OEM Warranty charges shall be quoted in Schedule-1 and Schedule-2.  
Bidders offering imported Equipments/items, the price of such Equipments/items shall be inclusive of customs duties & levies paid or payable. 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.
- (b) 06<sup>th</sup> & 07<sup>th</sup> years item-wise extended comprehensive AMC Charges for all the supplied system (with Back-to-Back OEM Support) shall be quoted separately in Schedule-3.
- (c) Under the Schedule-4 (Price Summary Sheet) following shall be mentioned:
  - (i) Total of Schedule-1 and Schedule-2.
  - (ii) Maintenance and Support for 05 years including Resident Engineer.
  - (iii) Total of Schedule-3.
  - (iv) Total of all above prices.

Further, bidder shall also consider following while quoting the price:

1. Products/items mentioned above schedules shall meet all the requirements specified under hardware configuration in the technical specification.
2. Costs of all internal wiring within the panel(s) and also to connect the supplied systems (excluding workstations/Laptops/All-in-One) under the project shall be considered in quoted price. No additional cost on this head shall be paid by the owner.
3. List of required softwares/ hardwares has been mentioned in BoQ are as per the Owner understanding, however, according to bidder if any additional softwares/ hardwares are required to meet the entire scope of work during the entire period of contract, the same may be included in the above price. Owner shall not pay any additional amount towards the same during the entire period of contract.
4. Cost of all type of OEM related license(s)/software(s) shall be included in bid price for entire period of contract, no additional payment towards the same shall be made by Owner.
5. For the "Maintenance and Support" of supplied systems and defined scope of work in technical specification, minimum one resident engineer has been considered. However, if Vendor feels that more than one resident engineer will be required to meet the entire scope of work, same may be considered in quoted price. No additional payment will be made in this head in future.
6. Bidder to ensure that price for 6<sup>th</sup> and 7<sup>th</sup> year is necessarily to be filled.
7. Owner reserves the right to extend 6<sup>th</sup> and 7<sup>th</sup> year comprehensive AMC.

## Schedule -1

**Augmentation of existing IT Infrastructure located at “NLDC, Katwaria Sarai, Delhi” and establishment of basic IT Infrastructure for “POSOCO-CC located at IFCI Tower, Nehru Place, New Delhi”.**

**[Supply, Installation, Commissioning, Testing including 5 years Back-to-Back OEM Warranty]**

### Price Schedule for CC-POSOCO, Nehru Place office

*All prices in Indian Rupees*

A.1 Supply, Installation, Commissioning, Testing including 5 years Back-to-Back OEM Warranty:									
Sl. No.	Product Description	H/W Conf. ref. no of TS	Unit	Qty.	HSN No.	Unit Price (in Rs.)	Total Price	GST Applicable (in %)	Price including GST (in INR)
1	Rack Mounted Server (Type-I)	A-1	Nos.	2					
2	16TB Network Attached Storage (NAS)	A-2	No	1					
3	L-3 Core Switch (Type-I)	A-3	Nos.	2					
4	All-in-One (AiO)	A-4	Nos.	30					
5	Distribution L-2 Switch (Type-II)	A-5	Nos.	6					
6	L3 PoE+ Switch (Type-III)	A-6	Nos.	2					
7	Heavy-Duty Black-and-white Multi Function Printer (Type-I)	A-7	Nos.	3					
8	Color Multi Function Printer (Type-II)	A-8	Nos.	2					
9	Black-and-White Multi Function Printer (Type-III)	A-9	Nos.	6					
10	Unified Threat Management (UTM) (Type-I)	A-10	Nos.	2					
11	Laptop (Type-I)	A-11	No	1					
12	Video-Conferencing System (with a license for 5 + 1)	A-12	Set	1					
(i)	Wired speakers		Nos.	2					
(ii)	Wired Mic		Nos.	2					
(iii)	Camera		Nos.	1					
(iv)	Amplifier		Set	1					
13	Biometric Access-cum-Attendance Solution	A-13	Set	1					

	(including S/W)								
(i)	Biometric Access Points (Face Recognition + fingerprint ) including push button		Nos.	5					
(ii)	Biometric Access Points (fingerprint) including push button		Nos.	3					
14	Wi-Fi Solution	A-14	Set	1					
(i)	Controller (HA mode)		Nos.	2					
(ii)	Access Point (APs)		Nos.	8					
15	46" LFD Screen (Type-I)	A-15	Nos.	6					
16	Screen for VC System (Min 97") (Type-II)	A-16	Nos.	1					
17	Windows Server Standard 2016	A-17	Nos.	2					
18	Windows Server user- based Client Access Licenses (CALs)	A-17	Nos.	50					
<b>Total (A.1)</b>									

Date\_\_\_\_\_

Place\_\_\_\_\_

Signatures \_\_\_\_\_

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

Designation\_\_\_\_\_

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



## Schedule -2

**Augmentation of existing IT Infrastructure located at “NLDC, Katwaria Sarai, Delhi” and establishment of basic IT Infrastructure for “POSOCO-CC located at IFCI Tower, Nehru Place, New Delhi”.**

**[Supply, Installation, Commissioning, Testing including 5 years Back-to-Back OEM Warranty]**

### Price Schedule for NLDC-POSOCO, Katwaria Sarai office

*All prices in Indian Rupees*

<b>A.2 Supply, Installation, Commissioning, Testing including 5 years Back-to-Back OEM Warranty:</b>									
<b>S. No.</b>	<b>Product Description</b>	<b>H/W Conf. ref. no of TS</b>	<b>Unit</b>	<b>Qty.</b>	<b>HS N No.</b>	<b>Unit Price (in Rs.)</b>	<b>Total Price</b>	<b>GST Applicable (in %)</b>	<b>Price including GST (in INR)</b>
1	Rack Mounted Server (Type-I)	B-1	No	1					
2	30 TB Storage Area Network (SAN)	B-2	No	1					
3	24x7 Workstation	B-3	Nos.	4					
4	Unified Threat Management (UTM) (Type-II)	B-4	Nos.	2					
5	Laptop (Type-II)	B-5	Nos.	2					
6	L3 PoE+ Switch ((Type-IV)	B-6	No	1					
7	Laptop (Type-III)	B-7	No	1					
8	Windows Server Standard 2016	B-8	No	1					
9	External-Connector Licenses	B-8	Nos.	5					
<b>Total (A.2)</b>									

Date\_\_\_\_\_

Place\_\_\_\_\_

Signatures \_\_\_\_\_

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

Designation\_\_\_\_\_

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

### Schedule -3

**Augmentation of existing IT Infrastructure located at “NLDC, Katwaria Sarai, Delhi” and establishment of basic IT Infrastructure for “POSOCO-CC located at IFCI Tower, Nehru Place, New Delhi”.**

**[6<sup>th</sup> and 7<sup>th</sup> Year OEM support cum comprehensive AMC price including Resident engineer]**

Sl. No.	Product Description	Unit	Qty.	HSN No.	Unit Price (in Rs.)	Total Price	GST Applicable in %, D	Price including GST (in INR)
<b>CC-POSOCO, Nehru Place</b>								
1	Rack Mounted Server (Type-I)	Nos.	2					
2	16TB Network Attached Storage (NAS)	Nos.	1					
3	L-3 Core Switch (Type-I)	Nos.	2					
4	All-in-One (AiO)	Nos.	30					
5	Distribution L-2 Switch (Type-II)	Nos.	6					
6	L3 PoE+ Switch (Type-III)	Nos.	2					
7	Heavy-Duty Black-and-white Multi Function Printer (Type-I)	Nos.	3					
8	Color Multi Function Printer (Type-II)	Nos.	2					
9	Black-and-White Multi Function Printer (Type-III)	Nos.	6					
10	Unified Threat Management (UTM) (Type-I)	Nos.	2					
11	Laptop (Type-I)	Nos.	1					
12	Video-Conferencing System (with a license for 5 + 1)	Nos.	1					
13	Biometric Access-cum-Attendance Solution	Nos.	1					
14	Wi-Fi Solution (Controller + APs)	Nos.	1					
15	46" LFD Screen (Type-I)	Nos.	6					
16	Screen for VC System (Min 97") (Type-II)	Nos.	1					
<b>Residence Engineer at CC-POSOCO, Nehru Place</b>								
17	One Resident Engineer	Nos	24					
<b>NLDC-POSOCO, Katwaria Sarai</b>								
18	Rack Mounted Server (Type-I)	Nos.	1					
19	30 TB Storage Area Network (SAN)	Nos.	1					
20	24x7 Workstation	Nos.	4					
21	Unified Threat Management (UTM) (Type-II)	Nos.	2					
22	Laptop (Type-II)	Nos.	2					
23	L3 PoE+ Switch ((Type-IV)	Nos.	1					
24	Laptop (Type-III)	Nos.	1					

Date\_\_\_\_\_

Place\_\_\_\_\_

Signatures \_\_\_\_\_

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

Designation\_\_\_\_\_

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

**Schedule -4**

**Supply, Installation & Commissioning of IT Infrastructure (Servers, Desktops, Laptops and Software) at National Load Dispatch Centre, New Delhi**

**[Grand Summary of Price Component]**

*Summary Price Components for subject work as per the scope identified in bidding documents:*

S. No.	Description	Amount in INR	GST (in INR)	Total Price including GST in INR
<b>A</b>	<b>Supply, Installation, Commissioning, Testing including 5 years Back-to-Back OEM Warranty:</b>			
1	<b>Total of Schedule-1:</b> IT Systems at CC-POSOCO, Nehru Place office			
2	<b>Total of Schedule-2:</b> IT Systems at NLDC-POSOCO, Katwaria Sarai Office			
	<b>TOTAL (A)</b>			
<b>B</b>	<b>Maintenance and support:</b>			
1	Maintenance and Support for 05 years including Resident Engineer.			
	<b>TOTAL (B)</b>			
<b>C</b>	<b>06<sup>th</sup> &amp; 07<sup>th</sup> years extended comprehensive AMC Charges:</b>			
1	<b>Total of Schedule-3:</b> 02 years (06 <sup>th</sup> & 07 <sup>th</sup> years extended comprehensive AMC Charges for all the supplied system (with Back-to-Back OEM Support) including Resident Engineer)			
	<b>TOTAL (C)</b>			
	<b>GRAND TOTAL (A+B+C)</b>			

C) **TOTAL BID PRICE (A + B ) including GST:** \_\_\_\_\_

**We confirm that the above mentioned price also include on site comprehensive warranty for a period of 05 years for all the equipment supplied by us. We further confirm that the above mentioned price are inclusive of all taxes and duties.**

Date\_\_\_\_\_

Place\_\_\_\_\_

Signatures \_\_\_\_\_

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

Designation\_\_\_\_\_

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