

Bid Document

Bid Details	
Bid End Date/Time	15-10-2022 16:00:00
Bid Opening Date/Time	15-10-2022 16:30:00
Bid Offer Validity (From End Date)	180 (Days)
Ministry/State Name	Ministry Of Power
Department Name	Contracts And Materials
Organisation Name	Power System Operation Corporation Limited
Office Name	Corporate Center
Total Quantity	50
Item Category	Public Place Seating Chair (Q3)
MSE Exemption for Turnover	Yes
Startup Exemption for Turnover	Yes
Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	3 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
----------	----

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	3

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

Engineer

Corporate Center, Contracts and Materials, Power System Operation Corporation Limited, Ministry of Power
(Avadhesh Kumar Jha)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
-------------------------	-----

MSE Purchase Preference

MSE Purchase Preference	Yes
-------------------------	-----

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

Public Place Seating Chair (50 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Registered Brand
------------	------------------

Technical Specifications

[* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
GENERIC	Style	with arm and backrest
	Seating Capacity (Nos)	3
MATERIAL	Material of Main Frame	SS 304
	Material of Seat and Backrest	SS 304
	Material of Arms	SS 304
	Material of Legs	SS 304
DIMENSION	Overall Length in mm (±10 mm)	1760
	Overall Depth in mm (±5 mm)	700
	Overall Height in mm (±5 mm)	760
CERTIFICATION	Conforming to International Standard for Public Seating (*BIFMA X 5 dot 4 or equivalent)	YES
WARANTEE	WARANTEE PERIOD IN NUMBER OF YEARS	2

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Niten Sharma	110019,61, IFCI Tower, 9th Floor, Nehru Place, New Delhi	50	30

Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to

increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

4. **Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

5. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

6. **Warranty**

Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

7. **Sample Clause**

After award of contract – Successful Bidder shall have to get advance sample approved from buyer before bulk manufacturing / starting bulk supplies. Successful Bidder shall submit 1 samples for Buyer's approval, within 5 days of award of contract. Buyer shall, as per contract specifications framework, either approve the advance sample or will provide complete list of modification required in the sample within 5 days of receipt of advance sample. Seller shall be required to ensure supply as per approved sample with modifications as communicated by Buyer. If there is delay from buyer side in approval of advance sample – the delivery period shall be refixed without LD for the period of delay in sample approval. In case, the sample is found to have major deviations / not conforming to the Contract specifications, the buyer at its discretion may call for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the deviations to the seller.

Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally shall be borne by the Seller and he shall not claim any compensation in the event of such sample being found unacceptable by the Buyer / Consignee.

8. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

9. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address Central Medical Store, MCD, Upper Basement, PSMS Hospital, Kalkaji, Near DD Block, New Delhi-110019.

10. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---



Bid Document

For

Procurement & Installation of

Three Seater Stainless Steel Chair

for MCD hospitals

in Delhi

under SAP 2022-23.

[This document is meant for the exclusive purpose of bidding against this specification and shall not be transferred, reproduced or otherwise used for a purpose other than that for which it is specifically issued.]



Proprietary Notice

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

Disclaimer

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

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

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

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



Table of Contents

INTRODUCTION

SPECIAL CONDITIONS OF CONTRACT

1. Scope of the project	5
2. Officer-In-Charge	5
3. Earnest Money Deposit (EMD):.....	5
4. Rates	5
5. Destination	5
6. Payment Terms	5
7. Contract Performance Guarantee / Security Deposit:.....	6
8. Work Schedule	7
9. Understanding of Bid Documents:	7
10. Eligible bidders:.....	7
11. Instructions for Online Bid Submission.....	8
12. Deviations	11
13. Qualification.....	11
14. Period of Validity of Bids	11
15. Revelation of Prices.....	11
16. Terms and Conditions of Bidders	11
17. Consortium/Joint Venture (JV)	12
18. Last Date for Receipt of Bids.....	12
19. Late Bids	13
20. Modification and Withdrawal of Bids.....	13
21. Contacting POSOCO	13
22. Bid Opening Process:.....	13
23. Evaluation of Bids	13
24. Bid form and Bid Prices (BoQ).....	15
25. Award Criteria.....	15
26. Tender Related Condition	16
27. Rejection Criteria.....	16
28. Fraud and Corrupt Practices	17
29. Non-solicitation	18
30. Post Bid discussions:.....	19
31. General Terms and Conditions.....	19
32. Mode of Payment:.....	20



33. Taxes and Duties	20
34. Over payments and Under payments:	21
35. Quantity Variation	21
36. Liquidated Damages	22
37. Premature Termination of Contract:	22
38. Cancellation of contract in full or in part.....	23
39. Statutory & Other Responsibilities of the Bidder/Seller	23
40. Safety of Personnel:	23
41. Insurance:	23
42. Force Majeure:	24
43. Limitation of Liability:	24
44. Rights of the Owner:	24
45. Risk and Cost	24
46. Arbitration:	24
47. Observance of Labour Laws:	25
48. Change in Laws and Regulations	25
Annexure-A	26
Annexure-B.....	27
Annexure-C	29
Annexure-D.....	30
Annexure-E.....	32
Annexure-F.....	33
Annexure-G	35

INTRODUCTION

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

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

SPECIAL CONDITIONS OF CONTRACT

1. Scope of the project

Procurement and Installation of Three Seater Stainless Steel Chair for MCD hospitals in Delhi under SAP 2022-23.

2. Officer-In-Charge: For supervision & coordination of the above job Sr. Dy. General Manager (HR) or his Authorized Representative(s) shall be the Officer-In-Charge.

3. Earnest Money Deposit (EMD):

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

Micro and Small Enterprises (MSEs) registered with National Small Industries Corporation (NSIC) or with any other designated Authority of GoI under the Public Procurement Policy for MSEs are exempted from submission of Bid Security as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012. Such bidders are also required to submit their bid security declaration as per the attached format along with MSE certificate in their bid, failing which their bids shall be considered as non-responsive.

4. Rates

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

5. Destination

Central Medical Store, MCD, Upper Basement, PSS Hospital, Kalkaji, Near DD Block, New Delhi-110019.

6. Payment Terms

- a) 100 % Payment shall be released by POSOCO, CC after the successful completion of the entire scope of work (i.e. after the delivery, Installation & Commissioning of equipment's at all sites) and verification by Officer-In-Charge (or his authorised representative) and on submission of following documents.
 - i) Unconditional acknowledgement of Letter of Award
 - ii) A signed copy of Contract agreement.
 - iii) Bidder/Seller's detailed invoice in triplicate.

- b) **For MSME Bidders:** The invoice shall be raised after successful delivery of license. Payment shall be facilitated through TReDS (www.invoicemart.com) platform. MSME Bidders are requested to register on this platform, upload their invoice for payment on the said platform & also submit a physical copy of the uploaded invoice to the Officer-In-Charge. Upon uploading of invoice on the platform and validation of amount payable by Officer-In-Charge, MSME bidder shall be presented with an option for creating factoring unit:
 - i) If "YES" is opted by the bidder, the factored payment (after deduction of transaction and other applicable charges, if any) shall be paid by the financier/TReDS portal within the period as per the portal procedure.
 - ii) If "NO" is opted by you, 100% (Hundred Percent) payment shall be released.

- c) The tax shall be deducted at source as per the statutory laws.

- d) During the entire period of contract, if bidder fails to perform the services as per the defined scope of work under technical specification, penalty shall be applicable as defined in technical specification of bidding documents. All the levied penalty shall be deducted from the bill raised by the Bidder/Seller.

7. Contract Performance Guarantee / Security Deposit:

The successful bidder shall be required to furnish a Contract Performance Guarantee as a Security Deposit (within 15 days from the date of LOA) for faithful performance of the contract from (a) a Public Sector Bank or (b) a Scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs.100 crore or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement) or (c) any foreign Bank or subsidiary of a foreign Bank with overall international corporate rating or rating of long term debt not less than A + (A plus) or equivalent by reputed rating Bidder/Seller in the format enclosed at **Annexure-D**, in favor of the owner within 15 days from the date of LOA. The Contract Performance Guarantee must be irrevocable operative.

The contract performance guarantee for the contract shall be 3% of total contract price and shall be furnished within 15 days from the date of placement of order and shall be kept valid for a period of 90 days after the end of contract period. If the CPG is not furnished by the successful bidder, the Security Deposit will be recovered from the payment against the bill raised. The SD shall continue to be deducted till the deducted amount reaches 3 % of contract price. The amount of Security Deposit will be released after 90 days from the date of successful completion of contract period.

8. Work Schedule

The Supply & Installation shall be completed within Fifteen (30) days from the date of issuance of the Letter of Award.

INSTRUCTION TO BIDDERS

9. Understanding of Bid Documents:

The bidder is required to carefully examine the bid documents and fully understand the implications of the conditions and matters which may in any way affect the works or the cost, quality, or scheduled completion time thereof. Further, the bidder is also required to inspect the site of the work/equipment and ascertain for himself site/equipment conditions, facilities available and other aspects before quoting for the work. Any claims by the successful bidder at a later date on account of his failure to comply with the above instructions will not be entertained.

10. Eligible bidders:

- a) This Invitation for Bids, issued by the Employer is open to all firms including company(ies), Government owned Enterprises from all countries in the World, who are registered and incorporated in their respective countries as per the local act, barring Government Department as well as those firms from the countries against whom sanction for conducting business is imposed by Government of India and barring those firms with whom business is banned by the Employer.
- b) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - i) they have a controlling partner in common; or
 - ii) they receive or have received any direct or indirect subsidy from any of them; or
 - iii) they have the same legal representative for purposes of this bid; or
 - iv) they have a relationship with each other, directly or through common third parties, that puts the m in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - v) a Bidder submits more than one bid in this bidding process, either individually [including bid submitted as a agent/authorised representative on behalf of one or more manufacturer(s) or through Licensee - Licensor route, wherever permitted as per the provision of Qualification Requirement for the Bidders in Annexure - A (BDS)] or as a partner in a joint venture, except for alternative offers permitted under ITB Clause 9.3. This will result in the disqualification of all such bids. However, this does not limit the participation of a Bidder as a subcontractor in another bid, or of a firm as a subcontractor in more than one bid; or

- vi) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Plant and Installation Services that are the subject of the bid; or
 - vii) A Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Project Manager for the contract.
- c) The Bidder, directly or indirectly shall not be a dependent agency of the Employer.
 - d) In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.
 - e) A bidder shall be debarred if he has been convicted of an offence:
 - i) under the Prevention of Corruption Act 1988; or
 - ii) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract

A bidder debarred under as brought out above or any successor of the bidder shall not be eligible to participate in procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.

11. Instructions for Online Bid Submission

As per the directives of Department of Expenditure, this bid document has been published on the Government e-Marketplace Portal (URL: <https://GeM.gov.in/>). The bidders are required to submit soft copies of their bids electronically on the GeM Portal. The instructions given below are meant to assist the bidders in preparing their bids in accordance with the requirements and submitting their bids online on the GeM Portal.

More information useful for submitting online bids on the GeM Portal may be obtained at: <https://gem.gov.in/support/sellers/?lang=english>.

A. Registration

- a) Bidders are required to enroll on the e-Procurement module of the Government e-Marketplace Portal (URL: <https://mkp.gem.gov.in/registration/signup#!/seller>) by clicking on the link “CREATE YOUR ORGANISATION SELLER ACCOUNT” on the Portal, free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers linked with Aadhaar as part of the registration process. These would be used for any communication from the GeM Portal.

B. Searching For Bid Documents

- a) There are various search options built in the GeM Portal, to facilitate bidders to search active bids by several parameters. These parameters could include Bid/RA details, Ministry/Organization, Consignee Location etc. to search for a bid published on the GeM Portal.
- b) Once the bidders have selected the bids they are interested in, they may download the required documents / bid schedules. These bids can be moved to the respective ‘My Bids’ folder. This would enable the GeM Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the bid document.

- c) The bidder should make a note of the unique Bid Number assigned to each bid, in case they want to obtain any clarification / help from the Helpdesk.

C. Preparation Of Bids

- a) Bidder should take into account any corrigendum published on the bid document before submitting their bids.
- b) Please go through the bid advertisement and the bid 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.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the bid document / schedule and generally in PDF formats. Bid documents may be scanned with 100 dpi with black and white option.

D. Submission Of Bids

- a) Online bids (complete in all respect) must be uploaded on <https://gem.gov.in/>.
- b) 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.
- c) Bidder should prepare the EMD as per the instructions specified in the bid document. They should prepare & submit the bid security declaration as per the format on their letter head duly signed by their competent authority. Otherwise, the uploaded bid will be considered as non-responsive.
- d) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.
- e) 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.
- f) The bid shall be submitted **online** in Two part, viz., technical bid and price bid.
 - i. **Technical Bid:** The bid prepared by the Bidder shall comprise of the following covers (to be uploaded at GeM portal as individual files):
Cover 1 (Eligibility Criteria) : The Eligibility Criteria document shall comprise of the following:
 - i) Scanned copy of Bid Security Declaration.
 - i) Scanned copy of duly filled Bid Form and Attachments.
 - ii) Form E.1: Eligibility Criteria Cover Letter
 - iii) Form E.2: Conflict of Interest declaration
 - iv) Form E.3: Power of Attorney executed in favour of the Authorized Signatory
Cover 2 (Technical Bid) : The technical bid shall include the following :
 - v) Form T.1: Technical Bid Cover Letter (Company Letter head)
 - vi) Scanned copy of statement of compliance to Technical Specification.
 - vii) Scanned copy of Bid Acceptance Letter (**Annexure-E**).
 - viii) Scanned copy of supporting documents in support of Qualification Requirements.
 - ix) Scanned Copy of Any other document which the bidder may feel necessary to support the bid.

ii. **Price Bid: To be filled in the portal. The price quoted shall be inclusive of taxes.**

- g) 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.
- h) 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.
- i) POSOCO will NOT be responsible for any delay on the part of the bidder in obtaining/downloading the terms and conditions of the bid notice or submission/uploading of the bids.
- j) **The bids/offers submitted in hard copy/by telegram/ fax/ E-mail etc. shall NOT be considered/shall be treated as non-responsive. No correspondence will be entertained on this matter.**
- k) Conditional bids shall NOT be accepted on any ground and shall be rejected straightway.
- l) If any clarification is required, the same should be obtained before or during pre-bid meeting only (if held).
- m) 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.
- n) Bid 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 POSOCO in the public domain. Competent Authority in 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".
- o) The online bid submission does not mean that the bidder has been automatically considered qualified.
- p) Submission of bid by a Bidder implies that he has read this notice and all other bid 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. 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 Bidder.
- q) POSOCO does not bind themselves to accept the lowest or any bid or to give any reason for their decision.

E. Assistance To Bidders

- a) Any queries relating to the bid document and the terms and conditions contained therein should be addressed to the Bid Inviting Authority for a bid or the relevant contact person indicated in the bid.

- b) Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the GeM Portal Helpdesk.

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

12. Deviations: It is taken that the bidder shall accept all the terms & conditions mentioned in bid documents without any deviation. No deviation from the conditions stipulated in bid document shall be allowed.

13. Qualification

The Owner will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified, as per the **Technical 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 Technical Requirement shall be final and binding.

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

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

14. Period of Validity of Bids

Bids shall remain valid for the period mentioned in Fact Sheet after the date of opening of Eligibility Criteria. A bid valid for a shorter period may be rejected by POSOCO as non-responsive.

In exceptional circumstances, POSOCO may request the Bidder for an extension of the period of validity up to 90 days. The request and the responses thereto shall be made in writing (or through e-mail).

15. Revelation of Prices

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

16. Terms and Conditions of Bidders

- 1) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- 2) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

- 3) "Bidder from a country which shares a land border with India" for the purpose of this Order means:-
- i. An entity incorporated, established or registered in such a country; or
 - ii. A subsidiary of an entity incorporated, established or registered in such a country; or
 - iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - iv. An entity whose beneficial owner is situated in such a country; or
 - v. An Indian (or other) agent of such an entity; or
 - vi. A natural person who is a citizen of such a country; or
 - vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- 4) The beneficial owner for the purpose of (iii) above will be as under;
- i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation:-
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - ii) In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 5) An agent is a person employed to do any act for another, or to represent another in dealings with third person. Any terms and conditions of the Bidders shall not be considered as forming part of their Bids.

17. Consortium/Joint Venture (JV)

Consortium/JV are not allowed.

18. Last Date for Receipt of Bids

Bids shall be submitted by the bidder no later than the time and date specified in the GeM bid document.

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

19. Late Bids

Any bid submitted by the bidder after the last date and time for submission of bids pursuant to Section 2 – Fact Sheet, shall be rejected.

20. Modification and Withdrawal of Bids

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

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

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

21. Contacting POSOCO

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

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

22. Bid Opening Process:

- a) On line bids (Complete in all respect) will be opened online. **Bids opened without receipt of Bid-Security Declaration & relevant documents for meeting the Technical requirement within the scheduled time and date for opening of technical bid will be treated as non-responsive.**
- b) A duly constituted committee will evaluate 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 Bidder/Seller’s representative with the Bid Acknowledgement Receipt, if available for further evaluation or they can view the bid opening event online at their remote end.
- e) Financial bids of those bidders who are found not to meet the Qualification Requirements or treated as non-responsive will not be opened online.

23. Evaluation of Bids

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

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

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

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

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

The commercial evaluation of Second Part of Bid shall be carried out only of those bidders that have been qualified & meeting First Part Technical Evaluation. Such Bidders shall be intimated by GeM portal about the date and time for opening of Financial Proposal i.e., Second Envelope of the Bids. For bidders, not meeting this criterion, their Second Part Commercial Bid shall be not opened. A negative determination of the bids, shall be notified by the GeM portal to such Bidders and the bid security submitted by them shall be returned by POSOCO. POSOCO will examine/evaluate the commercial bid submitted by the qualified & technically responsive bidders taking into account the following factors:

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

- d) Bidder has to quote for the complete scope of the work. Bids for incomplete scope shall be shall be treated as incomplete and are liable to be rejected.
 - e) The prices of all such item(s) against which the Bidder has not quoted rates/amount (viz., items left blank or against which '-' is indicated) in the Price Schedules will be deemed to have been included in other item(s).
 - l) Bids shall be evaluated and compared on the basis of total price including GST for the entire scope of work under the package.
- 3) **Purchase Preference to Make In India bidders:**
- a) **Minimum Local Content:** The 'Local Content' requirement to categorize a bidder as 'Class - I local bidder' is minimum 50%. For 'Class - II local bidder', the 'local content' requirement is minimum 20%. Bidder shall declare their Minimum Local content as per the formats attached at **Annexure-I&J** for the project.
 - b) Methodology for Purchase preference:
 - i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class - I local bidder', the contract will be awarded to L1.
 - ii) If L1 is not 'Class - I local bidder', the lowest bidder among the 'Class - I local bidder' will be invited to match the L1 price subject to Class - I local bidder's quoted price falling within 20% margin of purchase preference (i.e. +20% of L1 price), and the contract shall be awarded to such 'Class - I local bidder' subject to matching the L1 price.
 - iii) In case such lowest eligible 'Class - I local bidder' fails to match the L1 price, the 'Class - I local bidder' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and the contract shall be awarded accordingly. In case none of the 'Class - I local bidder' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
 - iv) "Class - II local bidder" will not get purchase preference in any procurement, undertaken by procuring entities.
 - v) For the purpose of extending purchase preference to 'Class-I local suppliers', the subject package has been classified non-divisible.

24. Bid form and Bid Prices (BoQ)

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

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

25. 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 has been determined to be meeting the minimum technical specification Requirements as specified.

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 Bidder/Seller shall execute contract agreement with Owner in specified format.

26. Tender Related Condition

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

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

27. Rejection Criteria

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

Eligibility Rejection Criteria

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

Technical Rejection Criteria

- Technical Bid containing Financial details.

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

Financial Rejection Criteria

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

28. Fraud and Corrupt Practices

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

Without prejudice to the rights of POSOCO under the above clause and the rights and remedies which POSOCO may have under the LOA, or otherwise, if a Bidder, as the case may be, is found by POSOCO to have directly or indirectly or through an agent, engaged or

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

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

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

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

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

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

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

29. Non-solicitation

During the Restricted Period, no Engagement Personnel of either party shall solicit for employment any Engagement Personnel of the other party. "Engagement Personnel" shall be defined as only those personnel of either party who a) are directly involved in the provision of Services under the applicable Statement of Work, or b) are the direct recipients of such Services. The "Restricted Period" shall be defined to include a) the Term of the applicable Statement of Work, b) a period of 12 months after the expiration of such Term, and c) for that Engagement Personnel whose involvement as a direct provider or recipient of Services ends prior to the expiration of the Term, for 12 months after such involvement ends. Provided, that this restriction shall not apply to (i) Engagement Personnel of a party who responds to general advertisements for positions with the other party, (ii) Engagement

Personnel of either party who come to the other party on their own initiative without direct or indirect encouragement from the other party's Engagement Personnel, or (iii) generic recruiting activities by non-Engagement Personnel, including direct outreach by recruiters of either party who have sourced the individuals in the ordinary course of recruiting through the use of research, agencies, social media and/or other technology or tools.

30. 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, dismantling and buy-back of existing battery bank, Warranty and Service support of all the components supplied under this contract as per Technical Specifications and Bill of Quantities mentioned under the contract etc. be tied up during Post bid discussions.

GENERAL CONDITIONS OF CONTRACT

31. General Terms and Conditions

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

- 1) The bid is to be submitted under "Single Stage Two Envelope" procedure of bidding. Accordingly, bidders are to submit their Bid, in two envelopes i.e. First Envelope (Technical Proposal) & Second envelope (Financial Proposal-to be opened subsequently).
- 2) Technical Specification Requirement: The products offered under the subject package shall meet all the minimum requirements specified under the Technical Specification of the bidding documents.
- 3) The Bidder/Sellers are advised to visit the site (at their own expense with no reimbursement from the owner), prior to the submission of proposal, and make surveys and assessments as deemed necessary for proposal submission. The successful Bidder/Seller (Bidder/Seller) is required to visit sites at its own expense and shall not be entitled to any reimbursement for it. The Bidder/Seller shall inform their site survey schedule to the Owner/Owner well in advance. The Bidder/Seller cannot sub-contract part or complete assignment to any other agency or individual under any circumstances.
- 4) Bid documents can be downloaded from GeM (Government e-Marketplace) of Government of India, website (<http://gem.gov.in/>).
- 5) Notwithstanding anything stated above, POSOCO reserves the right to assess the bidder's capability and capacity to perform the contract should the circumstances warrant such assessment necessary in its overall interest.
- 6) 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.

- 7) POSOCO reserves the right to accept or reject any or all the bids without assigning any reason whatsoever. POSOCO also reserves the right to prepone/postpone the above dates, split and distribute the work among more than one bidder without assigning any reason whatsoever. POSOCO shall not be held responsible for any delay, loss, damage or non-receipt of Original EMD/Bid Security sent by post.
- 8) In case any bidder wishes to seek any clarification related to bid documents, the same shall be in writing and shall be entertained by POSOCO, 10 (Ten) days prior to date of opening of bids.
- 9) POSOCO reserves the right to verify the authenticity of documents submitted by the parties in support of their Technical 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 GeM.
- 10) 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.
- 11) 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.

32. Mode of Payment:

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

33. Taxes and Duties

- 1) The Bidder/Seller shall be entirely responsible for payment of all taxes, duties, licence fees and other such levies legally payable/incurred until delivery of the contracted supplies to the Owner and commissioning of the system.
- 2) If it is statutory requirement to make deductions towards such taxes or any other applicable taxes, the same shall be made by the Owner.
- 3) The Bidder/Seller shall be solely responsible for the taxes that may be levied on the Bidder/Seller's persons or on earnings of any of his employees and shall hold the Owner indemnified and harmless against any claims that may be made against the Owner. The Owner does not take any responsibility whatsoever regarding taxes under Indian Income Tax Act, for the Bidder/Seller or his personnel. If it is obligatory under the provisions of the Indian Income Tax Act, deduction of Income Tax at source shall be made by the Owner.
- 4) GST for equipment/items as applicable for destination site/state are not to be included in the quoted price and are separately indicated. These amounts will be payable (along with subsequent variation if any), by the Owner on the supplies made by the Bidder/Seller but

- limited to the tax liability on the transaction between the Owner and the Bidder/Seller based on documentary evidence.
- 5) For the purpose of the Contract, it is agreed that the Contract Price specified in LOA is based on the taxes prevailing at the date seven (07) days prior to the last date of bid submission (hereinafter called "Tax"). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Bidder/Seller in connection with performance of the Contract, an equitable adjustment of the Contract price shall be made to fully take into account any such change by addition to the Contract price or deduction therefrom, as the case may be, in accordance with Clause for Changes in Laws and Regulations. However, these adjustments would be restricted to GST which are reimbursable by the Owner as per the Contract.
 - 6) Bidders offering Equipments/items, the price of such Equipments/items are to be quoted inclusive of customs duties & levies paid or payable (if any) and no separate claim on this behalf will be entertained by the Owner.
 - 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 Bidder/Seller. POSOCO shall affect TDS as per the rules / statutory requirements and issue TDS certificate. In addition to this, TDS on GST shall also be deducted as per GST Act.

34. Over payments and Under payments:

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

35. Quantity Variation

During the execution of the contract i.e. till Go-Live, 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 +/- 25 % (plus/minus twenty five percent) of the total contract price.

36. Liquidated Damages

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

37. Premature Termination of Contract:

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

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

Also, during the entire period of O&M contract, if it is felt that services envisaged under this TS is required partially/not required, the Owner reserves the right to terminate the contract in partial/full by giving three (03) months advance notice to the bidder. Under such conditions, the payment for that period would be made on pro-rata basis and shall be restricted till the notified date of termination of service. In the case of termination / cancellation of the order, the Bidder will not be entitled to recover from Owner any amount by way of damages, loss or otherwise.

In case, the selected bidder fails to deliver the services as stipulated in the delivery schedule, Owner reserves the right to procure the same or similar from alternate sources at the risk, cost and responsibility (capped at 5% differential value) of the selected bidder.

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

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

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

39. Statutory & Other Responsibilities of the Bidder/Seller

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

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

40. Safety of Personnel:

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

41. Insurance:

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

Workmen's Compensation Insurance: Bidder/Seller shall arrange for Workmen's Compensation Insurance policy for the employees engaged for this package. This

insurance shall protect the Bidder/Seller against all claims applicable under the Workmen's Compensation Act, 1948 (Government of India). This policy shall also cover the Bidder/Seller against claims for injury, disability, disease or death of his or his Sub-Bidder/Seller's employee, which for any reason are not covered under the Workmen's Compensation Act, 1948. The liabilities shall not be less than:

Workmen's : As per statutory Compensation Provisions

Employee's : As per statutory liability Provisions

POSOCO shall reimburse the insurance charges for the above insurance on production of documentary evidence to the utmost satisfaction of Officer-In-Charge and certification thereof.

42. Force Majeure:

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

43. Limitation of Liability:

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

44. Rights of the Owner:

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

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

46. Arbitration:

In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, the same shall be referred to the Sole Arbitrator or some other person as

mutually agreed by both the parties. The Arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996.

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

47. Observance of Labour Laws:

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

48. Change in Laws and Regulations

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

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

Bill of Quantity

Sl. No.	Description	Unit	Qty	Unit Rate Incl. GST (₹)	Amount Incl. GST (₹)
1	Supply, transportation, loading, unloading and installation of Three Seater Stainless Steel Chair for MCD hospitals in Delhi under SAP 2022-23.	pieces	50		
Total Incl. GST					

Bid Security Declaration Form

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

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

Specification number: *[specification number of the package]*

To: *[insert Name and Address of Employer]*

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

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

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

or

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

Name of the Bidder* _____

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

Title of the person signing the bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____.

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

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

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



Annexure-C

BID ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Bid.

Bid Reference No: _____

Name of Bid / Work: _____

Dear Sir,

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

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

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

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

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

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

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)



Annexure-D

**PROFORMA OF BANK GUARANTEE
FOR CONTRACT PERFORMANCE**

(To be stamped in accordance with Stamp Act)

Ref.

Bank Guarantee No.

Date

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

Dear Sir(s),

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

We

(Name & Address)

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

Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Bidder/Seller or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that



the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

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

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

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

Dated this day of 20 at

WITNESS

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

Attorney as per
Power of Attorney No. _____
Date : _____

NOTES:

- * This sum shall be three percent (3%) of the Contract price.**
- ** The date will be ninety (90) days after the completion period as specified in the Contract.**

The stamp papers of appropriate value shall be purchased in the name of issuing Bank.



Annexure-E

Social accountability 8000 Compliance

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

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



Annexure-F

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

(Name of the Package)

Date: _____

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

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

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

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

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

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

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

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

- i Name and details of the Local Supplier
(Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued



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

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

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

<Insert Name, Designation and Contact No.>



Annexure-G

FORMS & FORMATS

Form G.1: Eligibility Criteria Cover Letter (Company Letter head)

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

Sub: Submission of the response to the RFP No <> dated <> for Procurement and Installation of Three Seater Stainless Steel Chair for MCD hospitals in Delhi under SAP 2022-23.

Dear Sir,

We, the undersigned, offer to provide SOC Services to POSOCO in response to the RFP dated <insert RFP date> and RFP No <insert RFP no> for "Procurement and Installation of Battery Banks for the 4x10 kVA UPS System along with Buy-back of existing battery banks (4x16, 12V, 42 Ah battery cells) installed at CC."

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

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

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

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

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

Yours sincerely,

Authorized Signature [In full and initials]: _____



Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____



Form G.2: Conflict of Interest (Company Letter head)

To,

The Chief Manager (Contracts and Material)

Power System Operation Corporation Limited (POSOCO)

8th/9th Floor, IFCI Tower

61 , Nehru Place

New Delhi-110019

Sub: Undertaking on Conflict of Interest regarding for Procurement and Installation of Three Seater Stainless Steel Chair for MCD hospitals in Delhi under SAP 2022-23.

Dear Sir,

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

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

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

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____



Form G.3:

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

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

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

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

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

AUTHORISED SIGNATURE:

Seal / Stamp of Bidder

DA



Form G.4: Format for Power of Attorney (PoA) executed in favour of the Authorized Signatory (To be executed on a non-judicial stamp paper of INR 100/-

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

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

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

IN WITNESS THEREOF WE, _____ THE ABOVE-NAMED PRINCIPAL

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

For _____

(Signature, name, designation and address)

[Please put company seal if required]

[Notarize the signatures]

Witness 1:

Witness 2:

Name:

Name:

Designation:

Designation:

Address:

Address:

Signature:

Signature:



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

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

Sub: Submission of the response to the RFP No <> dated <> for Procurement and Installation of Three Seater Stainless Steel Chair for MCD hospitals in Delhi under SAP 2022-23.

Dear Sir,

We, the undersigned, to provide SOC Services to POSOCO in response to the RFP dated <insert RFP date> and RFP No <insert RFP no.> for "Supply, transportation, loading, unloading and installation of Three Seater Stainless Steel Chair for MCD hospitals in Delhi under SAP 2022-23". We are hereby submitting our Proposal, which includes Eligibility Criteria, Technical Bid and the Financial Bid in separate covers.

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

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

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

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

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

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____