



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/4892216  
Dated/दिनांक : 09-05-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	20-05-2024 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	20-05-2024 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Power
Department Name/विभाग का नाम	Grid Controller Of India Limited
Organisation Name/संगठन का नाम	Grid Controller Of India Limited
Office Name/कार्यालय का नाम	Grid India
Total Quantity/कुल मात्रा	219
Item Category/मद केटेगरी	Oracle Enterprise Edition Database , Oracle Enterprise Edition Name User Plus , Oracle Real Application Clusters One Node , Oracle Partitioning , Oracle Diagnostics Pack
BOQ Title/बीओक्यू शीर्षक	Oracle Licenses
MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Oracle Enterprise Edition Database

**Bid Details/बिड विवरण**

<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	3 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	63428562
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	1269000

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	4

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

Sr. GM

Corporate Centre, Grid Controller of India Limited, 61, IFCI Tower, 8th Floor, Nehru Place, New Delhi-110019 (S K Saha)

**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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### **MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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 .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

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. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

6. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.

- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

### Oracle Enterprise Edition Database

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

#### Technical Specifications/तकनीकी विशिष्टियाँ

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Abhishek Kumar Gupta	110016,B-9 (1st Floor), Qutab Institutional Area, Katwaria Sarai	6	15

### Oracle Enterprise Edition Name User Plus

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

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**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Abhishek Kumar Gupta	110016,B-9 (1st Floor), Qutab Institutional Area, Katwaria Sarai	175	15

**Oracle Real Application Clusters One Node**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Abhishek Kumar Gupta	110016,B-9 (1st Floor), Qutab Institutional Area, Katwaria Sarai	2	15

**Oracle Partitioning**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	<a href="#">View File</a>
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[BOQ Detail Document](#)[View File](#)

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Abhishek Kumar Gupta	110016,B-9 (1st Floor), Qutab Institutional Area, Katwaria Sarai	18	15

**Oracle Diagnostics Pack**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

**Technical Specifications/तकनीकी विशिष्टियाँ**[Specification Document](#)[View File](#)[BOQ Detail Document](#)[View File](#)

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Abhishek Kumar Gupta	110016,B-9 (1st Floor), Qutab Institutional Area, Katwaria Sarai	18	15

## **Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**

### **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**

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 %.

### **3. Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

### **4. Generic**

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

### **5. Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

### **6. Purchase Preference (Centre)**

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% 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 percentage of 25% of total value.

### **7. Buyer Added Bid Specific ATC**

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

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby 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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, 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.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

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./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---





## **Bid Document**

**For**

**Procurement of Oracle Licenses for  
New Web Based Energy Scheduling  
(WBES) Application**

**at**

**National Load Despatch Centre,  
GRID-INDIA, New Delhi**

[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.]

**Ver. 0: GEM/2024/B/4742097 dated 13-03-2024**

**Ver. 1: GEM/2024/B/4822893 dated 09-04-2024**

**Ver. 2: GEM/2024/B/4892216 dated 09-05-2024**

## **Proprietary Notice**

This document contains confidential information of Grid Controller of India Limited (GRID-INDIA) [formerly known as 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 GRID-INDIA or becomes publicly known through no fault of the recipient, from GRID-INDIA or is received without obligation of confidentiality from a Third Party owing no obligation of confidentiality to GRID-INDIA.

## **Disclaimer**

This document has been prepared based on available information with GRID-INDIA and other publicly available documents which GRID-INDIA 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, expressed or implied, is or shall be made, and no responsibility or liability shall be accepted by GRID-INDIA 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 GRID-INDIA after the receipt of the responses are indicative only. GRID-INDIA 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 GRID-INDIA.

***The provisions stipulated under this document shall supplement the GeM General Terms & Conditions. In case of any conflict between the two documents, provisions of Additional Terms & Conditions shall prevail over GeM GTC.***

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## SPECIAL CONDITIONS OF CONTRACT

### 1. Introduction

Grid Controller of India Limited (GRID-INDIA) [formerly known as Power System Operation Corporation Limited (POSOCO)], herein after referred as “Owner”, is a Govt. of India Enterprise which is established to Ensure Integrated Operation of Regional and National Power Systems to facilitate transfer of electric power within and across the regions and trans-national exchange of power with Reliability, Security and Economy.

GRID-INDIA has its corporate office at B-9, First Floor, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110 016. GRID-INDIA is assigned to take up role of the Independent System Operator (ISO) in Indian power sector. GRID-INDIA 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.

### 2. Scope of Work

Procurement of Oracle Licenses for New Web Based Energy Scheduling (WBES) Application at National Load Dispatch Centre, GRID-INDIA, New Delhi as per BoQ attached at **Annexure-A**.

### 4. Engineer-in-Charge

For supervision & coordination of the above job Sr. Dy. General Manager (NLDC-IT) or his Authorized Representative(s) shall be the Engineer-in-Charge.

### 5. Earnest Money Deposit (EMD)

The bidder shall submit Original Earnest Money Deposit (EMD) of ₹ 12,69,000 /- (**Rupees Twelve Lakh Sixty Nine Thousand only**). The EMD shall be in a separate sealed cover duly superscribed with the name of work and submitted to GRID-INDIA before scheduled date and time for opening of First Cover (Technical bid) at 61, IFCI Tower, 8<sup>th</sup> & 9<sup>th</sup> Floor, Nehru Place, New Delhi - 110 019.

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

- a) Demand Draft / Bank's cheque in favor of 'Grid Controller of India Limited' from a reputed commercial bank.
- b) Irrevocable Bank Guarantee from (i) a Public sector bank located in India; or (ii) a scheduled commercial Indian private bank as per list attached herewith at **Annexure -B1** (iii) a foreign Bank (or its subsidiary) located in India. The format of bank guarantee shall be in accordance with the format attached at **Annexure-B1** to this document and the bank guarantee shall remain valid for a period of 250 days from the date of opening of bids as specified in the bidding documents.
- c) EMD submitted in the form of Bank Guarantee shall be released either on submission of Contract Performance Guarantee for full Security Deposit amount valid till 30 days beyond work completion period as per provision of this document or deduction of full Security Deposit amount from Contractors' running bills and its certification by Engineer-in-Charge. The details of EMD submitted shall be filled up as per the format attached as **Annexure-B3**.

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

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

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. However, such bidders are required to submit their Bid Security Declaration as per the attached format at **Annexure-B2** along with MSE certificate in their bid, failing which their bids shall be considered as non-responsive.

**GRID-INDIA shall return the earnest money wherever applicable to unsuccessful bidder. However, the EMD of successful bidder shall be released only after submission of Contract Performance Guarantee (CPG) / Security Deposit (SD) by them and its acceptance by the Owner.**

## 6. Qualifying Requirements (QR)

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

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

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

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

- (a) Bidder shall be ISO 9001 and ISO 27001 certified from last two years and shall have a valid certification at the time of bid opening.
- (b) The bidder should be Authorized Supplier / Reseller of the Oracle Licenses. Bidder should submit bid / tender specific Manufacturer's Authorization Form (MAF) for participation in this tender from OEM M/s. Oracle. GRID-INDIA reserves the right to verify the authenticity of submitted documents from its source. Any bid submitted without authentic tender specific MAF from the OEM shall be summarily rejected.
- (c) The bidder shall not be debarred/blacklisted by any government or private organization at any state, central, PSU, Court or public listed company at the time of

bid opening.

- (d) The Minimum Average Annual Turnover (MAAT) of the bidder for best three (03) financial years out of last five (05) financial years (i.e. 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23) shall be at least INR 9.51 Crore (Relaxation in Annual Turnover by 20% shall be considered for MSME & Start-Up bidders as per GoI guidelines. In that case bidder has to submit the MSME registration / Start-up certificate).

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

- (e) The bidder shall have experience of supplying/selling of **Oracle Licenses** in any Central Government / State Government / PSU / any Public Listed Company during the last five financial years from the original date of bid opening, as per the following:
- a. One successfully completed work where executed value of each work is not less than ₹ 5.07 Crore.

OR

- b. Two successfully completed work where executed value of each work is not less than ₹ 3.81 Crore.

OR

- c. Three successfully completed work where executed value of work is not less than ₹ 2.54 Crore.

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

- (a) In case, bidder / OEM is a holding company, the technical and financial experience referred herein above shall be that of holding company only (i.e. excluding its subsidiary / group companies). In case bidder / OEM is a subsidiary of a holding company, the experiences shall be of that subsidiary company only (i.e., excluding its holding company).
- (b) Indian suppliers of this item are not allowed to participate and / or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 10 (d) of Public Procurement (Preference to Make in India) Order, 2017.
- (c) OEM or Authorised Seller of OEM should have a registered office in India to provide after sale service support in India. The certificate to this effect should be submitted.
- (d) Following documents shall be submitted by the bidder:
- Copy of PAN Card and GST Registration.
  - Copy of Partnership Deed / Affidavit for Proprietorship / Company MoA & AoA or Certificate of Incorporation, as applicable.
  - Undertaking on the letter-head of the company pertaining to 'No dues' towards any Government Company / PSU / Govt. Undertaking towards.
- (e) GRID-INDIA, reserves the right to relax/waive-off minor deviations with respect to QR as stipulated above, the decision of GRID-INDIA in this regard shall be final & binding on bidders.
- (f) Cut-off date for all the requirement shall be considered as original bid opening date.
- (g) Employer may assess the capacity and capability of the bidder, to successfully execute the scope of work covered under the package within stipulated completion

period. The assessment shall inter-alia include:

- i) Document verification
- ii) Bidders work / manufacturing facilities visit
- iii) Details of work executed, works in hand, anticipated in future & the balance capacity available for the present scope of work
- iv) Details of Technical Expertise and Technical Manpower and Financial resources
- v) Details of quality systems in place
- vi) Past experience and performance
- vii) Customer feedback
- viii) Banker's feedback etc.

## 7. Rates

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

## 8. Location

National Load Despatch Centre, Grid Controller of India Limited, B-9, 1<sup>st</sup> Floor, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110 016.

## 9. Payment Terms

100% payment will be released against successful delivery of all the licenses and verification by Engineer-in-Charge and on submission of following documents:

- a) Unconditional acknowledgement of GeM Contract
- b) A signed copy of Contract Agreement.
- c) Bidder / Seller's detailed invoice in triplicate.
- d) Submission of CPG.

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

**For MSME Bidders:** MSME bidders are required to raise their bills through TReDS platform mandatorily. For smooth facilitation of payment to MSME bidders, GRID-INDIA is registered on following TReDS platforms:

- i) A-TReDS ([www.invoicemart.com](http://www.invoicemart.com))
- ii) RXIL (<https://www.rxil.in/>).

MSME Bidders are requested to register on one of the above platform, upload their invoice for payment on the said platform & also submit a physical copy of the uploaded invoice to the Engineer-In-Charge. Upon uploading of invoice on the platform and validation of amount payable by Engineer-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.

## 10. 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 5% of total contract value 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 completion of warranty period.

## **INSTRUCTION TO BIDDERS**

### **11. Understanding of Bid Documents**

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

### **12. Eligible bidders**

- a) This Invitation for Bids, issued by the Employer is open to all firm / company / partnership / trust / society / proprietorship firm / institution registered under the Indian Companies Act, 1956 'and/or' 2013/ The Partnership Act, 1932/Indian Trusts Act 1882 / The Societies Registration Act, 1860 including company(ies), Government owned Enterprises, barring Government Department as well as those firms 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 an 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 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.

### 13. 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

- 1) 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.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers 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

- 1) 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.
- 2) 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.
- 3) 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

- 1) Bidder should take into account any corrigendum published on the bid document before submitting their bids.
- 2) 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.
- 3) 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

- 1) Online bids (complete in all respect) must be uploaded on <https://gem.gov.in/>.
- 2) 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.
- 3) Bidder should prepare the EMD as per the instructions specified in the bid document. They should prepare & submit the Demand Draft/Bank Guarantee/bid security declaration (in case of exemption for MSME bidders) as per the format on their letter head duly signed by their competent authority. Otherwise, the uploaded bid will be considered as non-responsive.
- 4) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.
- 5) 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.
- 6) The bid shall be submitted **online** in Two part, viz., technical bid and price bid.
  - a) **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 Guarantee / EMD.

(Original Copy of EMD of ₹ 12,69,000 [Rupees Twelve Lakh Sixty Nine Thousand only] in the form of Demand Draft or Bank Guarantee in favour of Grid Controller of India Limited, New Delhi from a nationalized bank shall be submitted to the Ch. General Manager (C&M) CC, Grid Controller of India Limited, 61, IFCI Tower, 8<sup>th</sup> & 9<sup>th</sup> Floor, Nehru Place, New Delhi - 110 019 on or before the scheduled date and time for opening of Technical bid [First Cover])

- ii) Scanned copy of duly filled Bid Form and Attachments.
- iii) Form E.1: Eligibility Criteria Cover Letter
- iv) Form E.2: Conflict of Interest declaration
- v) Form E.3: Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dated 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.
- vi) Form E.4: Power of Attorney executed in favour of the Authorized Signatory
- vii) Form E5: Integrity Pact

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

- viii) Form T.1: Technical Bid Cover Letter (Company Letter head)
- ix) Scanned copy of statement of compliance to Technical Specification.
- x) Scanned copy of Bid Acceptance Letter (**Annexure-C**).
- xi) Scanned copy of supporting documents in support of Qualification Requirements.
- xii) Scanned Copy of Any other document which the bidder may feel necessary to support the bid.

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

- 7) 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.
- 8) 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.
- 9) GRID-INDIA 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.
- 10) **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.**
- 11) GRID-INDIA reserves the right to verify the authenticity of documents submitted by the bidders in support of their Qualifying Requirements (Financial & Technical) from the respective source and in case of any discrepancy found during the course of verification, the EMD amount submitted by the parties shall be forfeited and appropriate action against the defaulting agency will be taken by GRID-INDIA.
- 12) Conditional bids shall NOT be accepted on any ground and shall be rejected straightway.

- 13) If any clarification is required, the same should be obtained before or during pre-bid meeting only (if held).
- 14) Bidder shall furnish a compliance statement (Point-wise) of the QR with the Technical Bid. Bidder shall also furnish compliance statement of minimum technical requirement specified in technical specification.
- 15) 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 GRID-INDIA in the public domain. Competent Authority in GRID-INDIA 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".
- 16) The online bid submission does not mean that the bidder has been automatically considered qualified.
- 17) 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 GRID-INDIA. Neither any change in the time schedule of the contract nor any financial adjustments arising there of shall be permitted by GRID-INDIA, which are based on the lack of such clear information or its effect on the cost of the works to the Bidder.
- 18) GRID-INDIA does not bind themselves to accept the lowest or any bid or to give any reason for their decision.
- 19) GRID-INDIA shall return the amount of EMD without any interest to the entire unsuccessful bidder within 30 days from the date of issue of LOA to successful bidder.

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

- 1) 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.
- 2) 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 / E-mail shall not be considered & treated as non-responsive. No correspondence will be entertained in this matter.*

#### **14. 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.

#### **15. Qualification**

The Owner will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified, as per the Qualification Requirement as

specified in the Bidding Documents to satisfactorily perform the contract. The Owner shall be the sole judge in this regard and the Owner's interpretation of the Qualification Requirement shall be final and binding.

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

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

## 16. 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 GRID-INDIA as non-responsive.

In exceptional circumstances, GRID-INDIA 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).

## 17. 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.

## 18. Terms and Conditions of Bidders

- a) 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.
- b) "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.
- c) "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.
- d) 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.
  - vi) 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.

## **19. Consortium/Joint Venture (JV)**

Consortium/JV are not allowed.

## **20. 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.

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

## **21. Modification and Withdrawal of Bids**

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

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

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

## 22. Bid Opening Process

- a) On line bids (Complete in all respect) received along Original EMD in hardcopy will be opened online. **Bids opened without receipt of Original EMD / Bid-Security Declaration (copy of NSIC / MSME certificate (In case exempted as NSIC / MSME)) & relevant documents for meeting the Qualifying & Technical requirement within the scheduled time and date for opening of technical bid will be treated as non-responsive.**
- b) A duly constituted committee will evaluate 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

- A. **Technical Evaluation Process of first part of Bid:** GRID-INDIA 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.

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

- i) Overall completeness and compliance of the Terms and Conditions and deviations from the terms and conditions as specified in the Bidding Documents.
- ii) The examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder in the bid, as well as such other information as the Owner deems necessary and appropriate shall be taken into account for



evaluation. This shall, however, be subject to assessment that may be carried out, if required, by GRID-INDIA.

- iii) Any other relevant factors that GRID-INDIA deems necessary or prudent to take into consideration any deviations to the specification stipulated in the Bidding Documents.
- iv) Details furnished by the bidder in response to the requirements specified in the Bidding Documents.

GRID-INDIA 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.

**B. 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 GRID-INDIA. GRID-INDIA will examine/evaluate the commercial bid submitted by the qualified & technically responsive bidders taking into account the following factors:

- i) 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.
- ii) 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.
- iii) 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.
- iv) 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.
- v) 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).
- vi) Bids shall be evaluated and compared on the basis of total price including GST for the entire scope of work under the package.

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

- i) **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-F** for the project.

- ii) Methodology for Purchase preference:
- a. 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.
  - b. 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.
  - c. 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.
  - d. "Class - II local bidder" will not get purchase preference in any procurement, undertaken by procuring entities.
  - e. 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.

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 GRID-INDIA/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 GRID-INDIA 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 GRID-INDIA, GRID-INDIA 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:

### A. Eligibility Rejection Criteria

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

### B. Technical Rejection Criteria

- i) Technical Bid containing financial details.
- ii) The revelation of prices in any form or by any reason before opening the Financial Bid.
- iii) Failure to furnish all information required by the RFP or submission of a bid is not substantially responsive to the RFP in every respect.
- iv) 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.

- v) Bidders not complying with the functionality, specifications and other Terms and Conditions as stated in the RFP.
- vi) The Bidder not conforming unconditional acceptance of full responsibility of providing Services in accordance with the Scope of Work.
- vii) If the Bid does not conform to the timelines indicated in the Bid.
- viii) Bidder not scoring minimum marks as mentioned in the RFP.

#### **C. Financial Rejection Criteria**

- i) Incomplete Financial Bid.
- ii) Financial Bids that do not conform to the RFP's Financial Bid format.
- iii) The total price quoted by the Bidder does not include all statutory taxes and levies applicable.
- iv) If there is an arithmetic discrepancy in the Financial bid calculations, GRID-INDIA shall rectify the same. If the Bidder does not accept the correction of the errors, the bid may be rejected.
- v) 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, GRID-INDIA 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, GRID-INDIA 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 GRID-INDIA under the Bidding Documents and / or the Contract, or otherwise.

Without prejudice to the rights of GRID-INDIA under the above clause and the rights and remedies which GRID-INDIA may have under the LOA, or otherwise, if a Bidder, as the case may be, is found by GRID-INDIA 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 GRID-INDIA during a period of 2 (two) years from the date such Bidder, as the case may be, is found by GRID-INDIA 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:

GRID-INDIA, at its discretion, may hold Post bid discussions with the L1 bidder and all the major issues regarding Counselling Services to GRID-INDIA Employees and their Families as per scope of work 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.

- a) 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).
- b) 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.
- c) 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.
- d) Bid documents can be downloaded from GeM (Government e-Marketplace) of Government of India, website (<http://gem.gov.in/>).
- e) Notwithstanding anything stated above, GRID-INDIA 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.
- f) 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.
- g) GRID-INDIA reserves the right to accept or reject any or all the bids without assigning any reason whatsoever. GRID-INDIA 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. GRID-INDIA shall not be held

responsible for any delay, loss, damage or non-receipt of Original EMD/Bid Security sent by post.

- h) In case any bidder wishes to seek any clarification related to bid documents, the same shall be in writing and shall be entertained by GRID-INDIA, 10 (Ten) days prior to date of opening of bids.
- i) GRID-INDIA reserves the right to verify the authenticity of documents submitted by the parties in support of their Qualifying Requirements (Financial & Technical) from the respective source and in case of any discrepancy found during the course of verification, the EMD amount submitted by the parties shall be forfeited and appropriate action against the defaulting agency will be taken by GeM.
- j) GRID-INDIA 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.
- k) GRID-INDIA 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 / Vendor by GRID-INDIA through electronic payment mechanism (e-payment) for which necessary details shall be tied up during execution of the contract.

### **33. Taxes and Duties**

- a) 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.
- b) If it is statutory requirement to make deductions towards such taxes or any other applicable taxes, the same shall be made by the Owner.
- c) 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.
- d) 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.
- e) 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.

- f) Bidders offering Equipment / items, the price of such Equipment / 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.
- g) 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. GRID-INDIA 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:**

- a) Wherever any claim for the payment of a sum of money to GRID-INDIA, arises out of or under this contract against the Bidder/Seller the same may be deducted by GRID-INDIA, 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 GRID-INDIA which may be available he shall pay the claim on demand.
- b) GRID-INDIA reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts etc. GRID-INDIA further reserves the right to enforce recovery of any over payment when detected.
- c) 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 GRID-INDIA.
- d) 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.
- e) 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.
- f) GRID-INDIA, 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, 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/Agency fails to complete the work within the specified period given in the Contract or any extension thereof, 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, contractor fails to deliver the services as per the scope of work, due to any lapse / reason, Owner reserves the right to terminate the contract in full/partial by giving one (01) month advance notice to the contractor. Owner also reserves the right to terminate 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.

Also, during the entire period of contract, if it is felt that services envisaged under this bid document, is required partially / not required, the Owner reserves the right to terminate the contract in partial / full by giving one (01) months advance notice to the contractor without mentioning any reason. 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 the case of termination/cancellation of the order, the Contractor will not be entitled to recover from Owner any amount by way of damages, loss or otherwise.

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

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:

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

### 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](http://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. GRID-INDIA 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

GRID-INDIA 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**

- a. 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.
- b. 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.
- c. 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 GRID-INDIA 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 GRID-INDIA 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 GRID-INDIA.

#### **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.

GRID-INDIA 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.

#### **49. Confidentiality**

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

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

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

## 50. Signing of Agreement

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

## 51. Signing of Integrity Pact

The Bidder shall complete the accompanying Integrity Pact, which shall be applicable for bidding as well as contract execution, duly signed on each page by the person signing the bid and shall be returned by the Bidder in two (02) originals alongwith the Techno - Commercial Part in a separate envelope, duly superscripted with 'Integrity Pact' as per the format attached at **Form E.5 of Annexure-G**. The Bidder shall submit the Integrity Pact on a non-judicial stamp paper of ₹ 100/-. Integrity Pact must be submitted in physical form on or before last date & time of bid opening. Bidder's failure to submit the Integrity Pact duly signed in Original shall lead to outright rejection of the Bid.

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

- a. Sh. Amol Prabhakar Joshi
- b. Sh. Anil Kaushal

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

Independent External Monitor  
C/o CGM, Contract & Materials department,  
Grid Controller of India Limited,  
08<sup>th</sup> Floor, IFCI Tower,  
61, Nehru Place,  
New Delhi - 110019.

E-mail IDs of IEMs: [Amjosh\\_98@yahoo.com](mailto:Amjosh_98@yahoo.com), [Kaushal.anil@17@gmail.com](mailto:Kaushal.anil@17@gmail.com)

## 52. Contact Details of Tender Inviting Authority

CC-Contracts,  
Corporate Centre,  
Grid Controller of India Limited,  
08<sup>th</sup> Floor, IFCI Tower,  
61, Nehru Place,  
New Delhi - 110019.

E-mail ID: [cc-contracts@grid-india.in](mailto:cc-contracts@grid-india.in)

Ph: 011 -4023 4659.

**Note:-** Any effort by a Bidder to influence GRID-INDIA in bid evaluation, bid comparison or Contract award decisions may result in the rejection of the Bidder's bid.

## Bill of Quantity

All prices are in ₹

<b>Charges for Oracle Licenses</b>				
Sl. No.	Devices	Quantity	Unit Price (excluding GST)	Total Price (excluding GST)
		X	Y	Z = X * Y
1	Oracle Enterprise Edition License	6		
2	Oracle Enterprise Edition (NUP)	175		
3	Real Application Clusters One Node	2		
4	Partitioning	18		
5	Diagnostics Pack	18		
<b>A</b>	<b>Total (excluding GST)</b>			
<b>B</b>	<b>GST @ _____</b>			
<b>C</b>	<b>Total (including GST) [ A + B ]</b>			

Note: -

1. The BoQ is just for illustration purpose and **shall not be filled and submitted in the technical bid**. Any such bids will liable to be rejected under clause 17 of this bid document (i.e., Revelation of Prices).
2. The price to be filled in GeM portal shall be filled as per their description in the GeM portal, which shall be inclusive of **all charges as per Scope of Work**.

## Annexure-B1

### PROFORMA OF BANK GUARANTEE FOR BID GUARANTEE

(To be stamped in accordance with Stamp Act)

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

Ref. ....

Bank Guarantee No. ....

Date .....

To,

**Grid Controller of India Limited**  
**Formerly known as "Power System Operation Corporation Limited" (GRID-INDIA)**  
**61, IFCI Tower, 8<sup>th</sup> & 9<sup>th</sup> Floor,**  
**Nehru Place, New Delhi - 110 019**

Dear Sirs,

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

We, the \_\_\_\_\_ Bank at \_\_\_\_\_ (local address) having our Head Office at \_\_\_\_\_ guarantee and undertake to pay immediately on demand by Grid Controllers of India Limited the amount of \_\_\_\_\_ (in words & figures)

without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

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

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

**WITNESS:**

.....  
 (Signature)

.....  
 (Signature)

.....

.....

(Name)

(Name)

.....  
(Official Address)

.....  
(Designation with Bank Stamp)

Attorney as per  
Power of Attorney No. ....  
Dated.....

@ This date shall be thirty (30) days after the last date for which the bid is valid.

**List of scheduled Commercial Indian Private Bank eligible for Bank Guarantee against Bid Security or Contract Performance Security:**

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



**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 who's 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.]*

**Name of Package: Procurement of Oracle Licenses for New Web Based Energy Scheduling (WBES) Application at National Load Despatch Centre, GRID-INDIA, New Delhi.**

Find enclosed scanned copy of Bid Security/EMD in the form of Bank Guarantee/DD/\_\_\_\_\_ for a sum of INR \_\_\_\_\_ (Rupees \_\_\_\_\_ only) initially valid for a period of \_\_\_\_\_ months from the date set for opening of First Cover (Technical Bid).

OR

Find enclosed Documentary evidence in support of exemption of Bid Security, in separate envelope.

*[Select whichever is applicable]*

Further, the Original hard copy of above mentioned Bid Security/EMD or documentary evidence in support of exemption of Bid Security, will be submitted in a separate envelope at CC, 61, IFCI Tower, 8th and 9th floor, Nehru Place, New Delhi - 110 019 before the due date and time scheduled for opening of First Cover (Technical Bid).

Date\_\_\_\_\_

Signatures \_\_\_\_\_

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

Place\_\_\_\_\_

Designation\_\_\_\_\_

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

**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 / Public Listed Company.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**PROFORMA OF BANK GUARANTEE  
FOR CONTRACT PERFORMANCE**

**(To be stamped in accordance with Stamp Act)**

Ref. ....

Bank Guarantee No. ....

Date .....

To  
**Grid Controllers of India Limited**  
Formerly known as “Power System Operation Corporation Limited” (GRID-INDIA)  
61, IFCI Tower, 8<sup>th</sup> & 9<sup>th</sup> Floor,  
Nehru Place, New Delhi - 110 019

Dear Sir(s),

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

We .....

(Name & Address)

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

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

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

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

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

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

**WITNESS**

.....  
(Signature) .....  
(Signature)

.....  
(Name) .....  
(Name)

.....  
(Official Address) .....  
(Designation with Bank Stamp)  
Attorney as per

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

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

**NOTES:**

1. \* This sum shall be five percent (5%) of the Contract price.
2. \*\* The date will be ninety (90) days after the completion period as specified in the Contract.
3. The stamp papers of appropriate value shall be purchased in the name of issuing Bank.

**Social accountability 8000 Compliance**

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

- 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 GRID-INDIA. 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 equipment 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.

Yours sincerely,

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

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

## 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 ₹ 100/-.

(Name of the Package)

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

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

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. GRID-INDIA or any other Government authority for the purpose of assessing the local content of goods supplied by me for ..... (Enter the name of the package).

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

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

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

That in the event of the local content of the goods mentioned herein is found to be incorrect and not meeting the prescribed Minimum Local Content criteria, based on the assessment of procuring agency(ies) i.e. GRID-INDIA / 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.>

## **FORMS & FORMATS**

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

The Chief Manager (Contracts and Material)  
Grid Controller of India Limited (GRID-INDIA)  
8th/9th Floor, IFCI Tower  
61, Nehru Place  
New Delhi-110019

**Subject:** Submission of the response to the RFP No <> dated <> for Procurement of Procurement of Oracle Licenses for New Web Based Energy Scheduling (WBES) Application at National Load Despatch Centre, GRID-INDIA, New Delhi.

Dear Sir,

We, the undersigned, offer to provide Services to GRID-INDIA in response to the RFP dated <insert RFP date> and RFP No <insert RFP no> for “Procurement of Oracle Licenses for New Web Based Energy Scheduling (WBES) Application at National Load Despatch Centre, GRID-INDIA, New Delhi”.

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/PSU/Court/Public Listed Company as on original bid opening date.

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

Yours sincerely,

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

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

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

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

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

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

To,  
The Chief Manager (Contracts and Material)  
Grid Controller of India Limited (GRID-INDIA)  
61, IFCI Tower, 8<sup>th</sup> & 9<sup>th</sup> Floor,  
Nehru Place, New Delhi - 110 019.

Sub: Undertaking on Conflict of Interest regarding the NIT for Procurement of Procurement of Oracle Licenses for New Web Based Energy Scheduling (WBES) Application at National Load Despatch Centre, GRID-INDIA, New Delhi.

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 GRID-INDIA.

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 GRID-INDIA 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 GRID-INDIA and/ or its representatives if any such conflict arises later.

Yours sincerely,

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

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

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

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

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

**Form E.3:**

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

AUTHORISED SIGNATURE:

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

Seal / Stamp of Bidder

**Form E.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 Grid Controller of India Limited (GRID-INDIA) of India (hereinafter referred to as the "GRID-INDIA"), representing us in all matters before the GRID-INDIA, signing and execution of all contracts and undertakings/ declarations consequent to acceptance of our Bid and generally dealing with the GRID-INDIA 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 GRID-INDIA.

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 E5: Integrity Pact (To be executed on a non-judicial stamp paper of INR 100/-)**

**INTEGRITY PACT**

Between  
**Grid Controller of India Limited**

Formerly known as "Power System Operation Corporation Limited" (GRID-INDIA)  
having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi –  
110 016 hereinafter referred to as  
**"GRID-INDIA",**

and

---

having its Registered  
Office at

---

hereinafter referred  
to as "**The  
Bidder/Contractor**"  
**Preamble**

GRID-INDIA intends to award, under laid-down organizational procedures, contract(s) for Procurement of Oracle Licenses for New Web Based Energy Scheduling (WBES) Application at National Load Despatch Centre, GRID-INDIA, New Delhi.

Package and Specification Number \_\_\_\_\_ dated \_\_\_\_\_.  
GRID-INDIA values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness / transparency in its relations with its Bidders / Contractors.

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

(Signature)  
(For & On behalf of GRID-INDIA)

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

## Section I - Commitments of GRID-INDIA

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

## Section II - Commitments of the Bidder / Contractor

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

(Signature)  
(For & On behalf of GRID-INDIA)

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



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

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

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

(Signature)

(For & On behalf of GRID-INDIA)

(Signature)

(For & On behalf of Bidder / Contractor)

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

#### **Section IV - Liability for violation of Integrity Pact**

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

#### **Section V- Previous Transgression**

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

#### **Section VI - Equal treatment to all Bidders / Contractors**

- a. GRID-INDIA will enter into agreements with identical conditions as this one with all Bidders.
- b. GRID-INDIA will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

(Signature)

(For & On behalf of GRID-INDIA)

(Signature)

(For & On behalf of Bidder / Contractor)

## **Section VII - Punitive Action against violating Bidders / Contractors**

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

## **(\*Section VIII - Independent External Monitor / Monitors**

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

(Signature)

(For & On behalf of GRID-INDIA)

(Signature)

(For & On behalf of Bidder / Contractor)

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

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

#### **Section IX - Pact Duration**

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

#### **Section X - Other Provisions**

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

(Signature)

(For & On behalf of GRID-INDIA)

(Signature)

(For & On behalf of Bidder / Contractor)

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

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

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

Signature  
(For & On behalf of GRID-INDIA)

Signature  
(For & On behalf of Bidder/  
Contractor)

(Office Seal)

(Office Seal)

Name :  
Designation :

Name :  
Designation :

**Witness 1:**

**Witness 1:**

Name:

Name:

Designation :

Designation :

**Witness 2:**

**Witness 2:**

Name:

Name:

Designation :

Designation :

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

To,  
The Chief Manager (Contracts and Material)  
Grid Controller of India Limited (GRID-INDIA)  
8th/9th Floor, IFCI Tower  
61, Nehru Place  
New Delhi-110019

Sub: Submission of the response to the RFP No <> dated <> for Procurement of Procurement of Oracle Licenses for New Web Based Energy Scheduling (WBES) Application at National Load Despatch Centre, GRID-INDIA, New Delhi.

Dear Sir,

We, the undersigned, to provide Services to GRID-INDIA in response to the RFP dated <insert RFP date> and RFP No <insert RFP no.> for "Procurement of Oracle Licenses for New Web Based Energy Scheduling (WBES) Application at National Load Despatch Centre, GRID-INDIA, New Delhi". 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 on 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: \_\_\_\_\_

**FORMAT OF NON-DISCLOSURE (NDA) AGREEMENT****(To be stamped in accordance with Stamp Act)**

Ref. ....

Bank Guarantee No. ....

Date .....

**To****Grid Controller of India Limited.****61, IFCI Tower, 8<sup>th</sup> & 9<sup>th</sup> Floor,****Nehru Place, New Delhi - 110 019**

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

AND

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

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

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

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

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:****1. DEFINITIONS**

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

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

module, software applications, computer outputs or other materials or records or other information of technical or any other nature of Employer.

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

## 2. Obligations to maintain Confidentiality

This Agreement will apply to all confidential and proprietary information disclosed by Disclosing Party to the Receiving Party and other information which the disclosing party identifies in writing or otherwise as confidential. Information consists of certain specifications, designs, plans, drawings, software, prototypes and/or technical information, and all copies and derivatives containing such information that may be disclosed to one another for and during the Purpose, which a party considers proprietary or confidential. Both parties agreed at during the Confidentiality Period:

- i) The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project, shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential to fulfilling the Purpose, and shall prevent disclosure of Information to third parties. The receiving party may, however, disclose the Information to its consultants and contractors with a need to know; provided that by doing so, the receiving party agrees to bind those consultants and contractors to terms at least as restrictive as those stated herein, advise them of their obligations, and indemnify the disclosing party for any breach of those obligations.
- ii) Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed. Provided, however, that an archival copy of the Information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the Information.
- iii) Receiving party agrees not to remove any of the Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval. Receiving party agrees to exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Receiving party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be making off of the premises.



- iv) Receiving party shall have direct access to the Scheduling Application/data where all utilities will dispatch their energy on a daily basis. The receiving party would not provide any data/information/access to any entity/department engaged in Trading activities for facilitating trading of electricity for utilities based on their surplus - deficit scenarios, either directly or via its associates/subsidiaries/partner
- v) All of the disclosing party Confidential Information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain.
- vi) The Contractor shall not directly or indirectly copy, reproduce, remove, alter, delete, modify, edit, transfer, transmit, divulge, or disclose Confidential Information in whole or in part.

### **3. Exceptions**

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

- i) which is in the public domain at the time of disclosure; or
- ii) which later becomes part of the public domain through no breach of this Agreement and only after such later date; or
- iii) was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or
- iv) was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or
- v) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the receiving party has given the disclosing party prompt notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or
- vi) is disclosed with the prior consent of the disclosing party; or
- vii) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or
- viii) the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party; or
- ix) which Receiving party is obligated to disclose under law or by the order of a competent Court, Government or any other Regulatory Authority, copy of the information shall be shared by one party to the other.

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

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

### **5. No Copies**

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

Confidential Information all copies thereof or shall certify to the disclosing party that all media containing Information have been destroyed. Provided, however, that an archival copy of the Information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the Information.

## **6. No Disclosure**

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

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

## **7. Duration**

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

## **8. Waivers**

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

## **9. Assignment**

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

## **10. Miscellaneous Provisions**

### **i) Amendments**

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

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

iii) If any provision of this Agreement is held to be void, invalid or inoperative, such event shall not affect any other provisions herein, which shall continue and remain in full force and effect as though such void, invalid or in operative provision had not been a part hereof.

iv) This Agreement and Letter of Award hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and

discussions with respect thereto. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other party's written consent.

v) Dispute Resolution and Governing Law

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

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

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

**Signed, sealed and delivered by:**

Mr. / Ms. ....

Designation .....

In the presence of witness:

Signature: .....

Name : .....

**For Grid Controller of India Limited:**

Address: .....

In the presence of witness:

Signature: .....

Name : .....

**FORMAT OF AGREEMENT**

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

**“AGREEMENT”**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ between Grid Controller of India Limited (A Govt of India Undertaking), a Company incorporated under the Companies Act, 1956, having its registered office, B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110016 (hereinafter referred to as “Owner” or GRID-INDIA which expression shall include its administrators, Company incorporated under the Companies Act, 1956) on the one part and \_\_\_\_\_ Having its registered office at \_\_\_\_\_ (hereinafter referred to as the “Contractor” which expression shall include its administrations, successors, executors and permitted assigns) of the other part.

WHEREAS GRID-INDIA desirous for ..... as per its bid specification No \_\_\_\_\_.

AND WHEREAS \_\_\_\_\_ had participated in the above referred bidding vide their \_\_\_\_\_ Dated \_\_\_\_\_ and GRID-INDIA awarded the contract to \_\_\_\_\_ dated \_\_\_\_\_ on terms and conditions of documents referred to therein, which have been accepted by \_\_\_\_\_ resulting into a “contract”.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:-

1.0 : Article

1.1: Award of Contract

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

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

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

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

### 3.0: Conditions & Covenants

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

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

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

### 3.4: Quality Plans:

3.4.1: The contractor is responsible for the proper execution of the quality plans. The work beyond the customer's hold points will progress only with the owner's consent. The owner will also undertake quality surveillance and quality audit of the contractor/subcontractors works, systems and procedures and quality control activities. The contractor further agrees that any change in the quality plan will be made only with the owner's approval. The contractor shall also perform all quality control activities, inspection and tests agreed with the owner to demonstrate full compliance with the contract requirements.

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

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

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

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

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

4.0: SETTLEMENT OF DISPUTES:

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

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

WITNESS:

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

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

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

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