

Bid Document

Bid Details	
Bid End Date/Time	26-02-2021 15:00:00
Bid Opening Date/Time	26-02-2021 15:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	60 (Days)
Ministry/State Name	Ministry Of Power
Department Name	Contracts And Materials
Organisation Name	Power System Operation Corporation Limited
Office Name	Corporate Center
Total Quantity	1
Item Category	Supply, Installation and Commissioning of Application Delivery Controllers (ADC)
Bidder Turnover (Last 3 Years)	210 Lakh (s)
OEM Average Turnover (Last 3 Years)	1680 Lakh (s)
Experience Criteria	3 Year (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	7 Days
Inspection Required	No
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	62

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

Beneficiary:

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

Splitting

Bid splitting not applied.

1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
2. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM 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.

Supply, Installation And Commissioning Of Application Delivery Controllers (ADC) (1 set)

Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Harish Kumar Rathour	110016,Power System Operation Corporation Limited, B-9, 1st Floor, Qutab Institutional Area, Katwaria Sarai, New Delhi	1	60

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	Additional Scope of work View	Bid document comprising of Special Conditions of Contract, Instruction to Bidders and General Conditions of Contract	Supply, Installation And Commissioning Of Application Delivery Controllers (ADC)(1)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

Bid Specific Additional Terms and Conditions

1. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address National Load Despatch Centre, B-9, Qutab Institutional area, Katwaria Sarai, New Delhi-110016 North-Eastern Regional Load Despatch Centre, Dongtieh, Lower Nongrah, Lapalang, Shillong - 793006 Western Regional Load Despatch Centre, F-3, MIDC Area, MAROL, Andheri (East), Mumbai - 400093 Southern Regional Load Despatch Centre, 29, Race Course Cross Road, Bangalore, Karnataka-560009 Eastern Regional Load Despatch Centre, 14, Golf Club Road, Tollygunge, Kolkata- 700033.

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

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

3. Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

4. Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

5. 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.

6. Scope of supply includes Training: Number of employees to be trained 12 , Place for Training Delhi and Duration of training 5 days.

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

8. 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.

9. OPTIONAL SITE VISIT:

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder. Yes

2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

10.1. 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.

11. The successful bidder has to supply all essential accessories required for the successful installation and

commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price: Maintenance & Support Period Charges.

12. **Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
13. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
 - i) The Seller fails to comply with any material term of the Contract.
 - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
 - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
 - iv) The Seller becomes bankrupt or goes into liquidation.
 - v) The Seller makes a general assignment for the benefit of creditors.
 - vi) A receiver is appointed for any substantial property owned by the Seller.
 - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
14. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
15. Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)
16. Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. 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.
17. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM 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. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.
18. IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.
19. 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 1 (d) of Public Procurement (Preference to Make in India) Order, 2017
20. Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.
21. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
22. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
23. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
24. To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): ICSA certified WAF.
25. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
26. Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 5 years for the offered products at the rate not more than 5 % of contract price per annum. Buyer reserves the right to enter into a CMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment for the CMC charges would be made Biannually after rendering of the CMC Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contract when called upon by the buyer. CMC would include cost of all activities required to keep the systems up and running all the time at an optimum level by proactive monitoring, diagnosis and rectification of any failure. (Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 3% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).

27. Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope all activities required to keep the systems up and running all the time at an optimum level by proactive monitoring, diagnosis and rectification of any failure. (Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)

28. Commercial Experience Eligibility Criteria:

For experience, the order(s) executed by the bidder, during the last five years ending on the last day of the month immediately preceding the month in which the last date of bid submission falls, should be considered as under:

Three orders each executed for similar item (such as such as Web Application Firewall, Server Load Balancer, Link Load Balancer, Global Server Load Balancer, Reverse Proxy Solution, Firewalls) where executed value is not less than the amount equal to 30% of the estimated cost. (i.e Rs. 12600000)

OR

Two orders each executed for similar item (such as such as Web Application Firewall, Server Load Balancer, Link Load Balancer, Global Server Load Balancer, Reverse Proxy Solution, Firewalls) where executed value is not less than the amount equal to 40% of the estimated cost. (i.e Rs. 16800000)

OR

One order executed for similar item (such as such as Web Application Firewall, Server Load Balancer, Link Load Balancer, Global Server Load Balancer, Reverse Proxy Solution, Firewalls) where executed value is not less than the amount equal to 50% of the estimated cost. (i.e Rs. 21000000)

The last date of order execution may fall in the above mentioned period.

29. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

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

31. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

32. 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 %.

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

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

---Thank You---