



TENDER NO.: NRPC/COMM/225/2018/1

“उत्तर क्षेत्रीय विद्युत समिति में ऊर्जा लेखा एवं अन्य सॉफ्टवेयर के
अनुरक्षण संविदा”
हेतु ई-निविदा

e-TENDER

FOR

**“MAINTENANCE CONTRACT FOR ENERGY
ACCOUNTING AND OTHER SOFTWARES IN
NRPC”**

उत्तर क्षेत्रीय विद्युत समिति /Northern Regional Power Committee

कटवारिया सराय/Katwaria Sarai,

नई दिल्ली-110016/New Delhi-110016

वेबसाइट/ Web Site: www.nrpc.gov.in

अगस्त 2018/August 2018

निविदा आमंत्रण की सूचना (एन.आई.टी.)
NOTICE INVITING TENDER (NIT)

उत्तरी क्षेत्रीय विद्युत् समिति, ऊर्जा लेखा व अन्य सॉफ्टवेयर जो कि उत्तरी क्षेत्रीय विद्युत् समिति (एनआरपीसी), नई दिल्ली में संचालित है, के वार्षिक रखरखाव अनुबंध (एएमसी) के लिए उपयुक्त बोलीदाताओं से केंद्रीय सार्वजनिक खरीद पोर्टल (सीपीपीपी) (<http://www.eprocure.gov.in/eprocure/app>) के माध्यम से ऑनलाइन बोलियां आमंत्रित करती है।

Northern Regional Power Committee, invites Online Bids through the Central Public Procurement Portal (CPPP) (<http://www.eprocure.gov.in/eprocure/app>) from eligible Bidders for carrying out Annual Maintenance Contract (AMC) of Energy Accounting and other software in Northern Regional Power Committee (NRPC), New Delhi.

महत्वपूर्ण जानकारी / IMPORTANT INFORMATION

निविदा प्रकाशन, दस्तावेज़ डाउनलोड के शुरू होने की दिनांक और समय / Tender Publishing, Document download start Date & Time	17.08.2018, 1500 hrs.
निविदा दस्तावेज़ डाउनलोड करने के लिए / Tender Documents to be downloaded from	http://eprocure.gov.in/eprocure/app
बोली सबमिशन के शुरू होने की तिथि और समय / Bid Submission Start Date & Time	17.08.2018, 1700 hrs.
प्री-बिड मीटिंग दिनांक और समय / Pre-Bid Meeting Date & Time	05.09.2018, 1100 hrs.
बोली सबमिशन समाप्ति दिनांक और समय / Bid Submission Closing Date & Time	13.09.2018, 1400 hrs.
तकनीकी बोली खोलने की तारीख और समय / Technical Bid Opening Date and Time	14.09.2018, 1500 hrs.
संपर्क विवरण / Contact Details	Executive Engineer (Commercial), Northern Regional Power Committee (NRPC), 18A, Shaheed Jeet Singh Marg, Katwaria Sarai, New Delhi – 110016. Phone: 011-26868681/26967842 Email: sec-nrpc@nic.in Website: www.nrpc.gov.in

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Chapter.1: INSTRUCTION TO BIDDER

1.1 Checklist for Bid Submission

The following check-list must be filled in and submitted with the bid document.

Technical Bid			
Sl. No	Particulars	Please Tick	
1.	Have you uploaded the scanned copy of Checklist for bid submission duly filled and signed?	Yes	No
2.	Have you uploaded Prequalification Documents and Compliance sheet as per clause 2.1 and clause 6.10 respectively?	Yes	No
3.	Have you uploaded the scanned copy of Bidder Information duly filled and signed (format as per clause 6.2)?	Yes	No
4.	Have you uploaded Bid Acceptance Letter duly filled and signed (format as per Clause 6.1)?	Yes	No
5.	Have you uploaded the scanned copy of Schedule of deviation duly filled and signed (format as per Clause 6.3)?	Yes	No
6.	Does the bidder have the required experience (details to be furnished as per format in clause 6.4 and 6.5)?	Yes	No
7.	Have you uploaded the scanned copy of details of contracts (relating to power sector) presently under execution duly filled and signed (format as per clause 6.6)?	Yes	No
8.	Have you uploaded the scanned copy of the format for details of development center in Delhi/NCR as per clause 6.7.	Yes	No
9.	Have you uploaded the scanned copy of the Power of Attorney in respect of the Authorized Signatory for the Bid on a Stamp Paper, if any?	Yes	No
10.	Have you uploaded the scanned copy of Bid Security (format as per clause 2.18) or documentary proof of waiver of the same? (Original Bid security or Documentary Proof for waiver of the Bid security shall be submitted to the Client by the date & time of Bid Opening, failing which the bid shall summarily be rejected and technical bid would not be evaluated)	Yes	No
Price Bid			
1.	Have you uploaded the Price Bid as per BoQ xxxx?	Yes	No

Note: Original Bid security or Documentary Proof for waiver of the Bid security shall be submitted to the Client by the date & time of Bid Opening, failing which the bid shall summarily be rejected and technical bid would not be evaluated.

Signature of the Bidder with Seal

1.2 Bidding Process

- 1.2.1 The Bidder shall submit the bids electronically, through the e-procurement system (<http://eprocure.gov.in/eprocure/app>). Any document submitted through any other means shall not be considered as part of the Bid except for the Originals as asked for in this bid.
- 1.2.2 This bid shall follow a two-stage bidding process (As per Rule 164 of GFR 2017). The bid shall be submitted in two parts- Technical Bid and Price Bid.
- 1.2.3 In the first stage, Technical Bid only shall be opened online and the same shall be evaluated.
- 1.2.4 The Bid shall be considered responsive provided that it meets all the requirements under this bidding document including Technical Specifications.
- 1.2.5 In the second stage, the Price Bid shall be opened for only those bidders whose technical bids are found to be responsive.
- 1.2.6 Price bid opening date would be intimated separately to those bidders whose technical bid is found to be responsive.

1.3 Instruction for Online Bidding Process

- 1.3.1 The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
- 1.3.2 More useful information for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app>.

1.4 Registration

- 1.4.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 1.4.2 As part of the enrolment process, the bidders shall be required to choose a unique username and assign a password for their accounts.
- 1.4.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 1.4.4 Upon enrolment, the bidders shall be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

- 1.4.5 Only one valid DSC shall be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 1.4.6 Bidder then login to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

1.5 Searching for Bid Documents

- 1.5.1 There are various search options built in the CPP Portal, to facilitate bidders to search active bids by several parameters. These parameters could include Bid ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for bids, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a bid published on the CPP Portal.
- 1.5.2 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 CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the bid document.
- 1.5.3 The bidder shall make a note of the unique Bid ID assigned to each bid, in case they want to obtain any clarification / help from the Helpdesk.

1.6 Preparation of Bids

- 1.6.1 Bidder should take into account any corrigendum/ addendum published on the CPP Portal related to the bid document before submitting the bid.
- 1.6.2 Bidder is advised to go through the bid document carefully to understand the documents required to be submitted as part of the bid. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the bid document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 1.6.3 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

1.7 Submission of Bids

- 1.7.1 Bidder shall log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder shall be responsible for any delay due to other issues.
- 1.7.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the bid document.
- 1.7.3 Bidder has to select the payment option as “offline” to pay the BID SECURITY as applicable and enter details of the instrument. Original bid security or documentary proof of waiver of the same to be submitted to the client by the date and time of bid opening.
- 1.7.4 Bidder should prepare the Bid Security as per the instructions specified in the bid document. The original shall be submitted as per date & time specified in the bid document, otherwise the uploaded bid shall be rejected.
- 1.7.5 Bidder is requested to note that they should necessarily submit its Price Bid in the format provided and no other format is acceptable. If the Price Bid has been given as a standard BoQ format with the bid document, then the same is to be downloaded and to be filled by all the bidders. Bidder is required to download the BoQ file, open it and fill in their respective financial quotes and other details (such as name of the bidder) in the blue colored cells. No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid shall be rejected.
- 1.7.6 The server time (which is displayed on the bidders’ dashboard) shall be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders shall follow this time during bid submission.
- 1.7.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded bid documents become readable only after the bid opening by the authorized bid openers.
- 1.7.8 The uploaded bid documents become readable only after the bid opening by the authorized bid openers.
- 1.7.9 Upon the successful and timely submission of bids (i.e., after Clicking “Freeze Bid Submission” in the portal), the portal shall give a successful bid submission message & a bid summary shall be displayed with the bid

no. and the date & time of submission of the bid with all other relevant details.

- 1.7.10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

1.8 Assistance to Bidders

- 1.8.1 Any queries relating to the bid document and the terms and conditions contained therein shall be addressed to the Client or the relevant contact person indicated in the bid document.

- 1.8.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk at 0120-4200462, 0120-4001002, 0120-4001005,0120-6277787.

1.9 Bidding Document

- 1.9.1 The Bidder is expected to examine all instructions, forms, terms and conditions prequalification and technical requirements in the bidding documents. Failure to furnish any information required in the bid shall be treated as non-responsive and may result in the rejection of the bid.

- 1.9.2 The Bidder is required to give confirmation of their acceptance of Terms and Conditions of the bid which shall automatically be considered as part of the Contract concluded with the successful Bidder. Failure to do so may result in rejection of Bid submitted by the Bidder.

1.10 Bid Document Fee

- 1.10.1 The Bid document can be downloaded from the Central Public Procurement Portal (CPPP) free of cost.

1.11 Bid Validity Period

- 1.11.1 The bid shall remain valid for a period of at least **90 days** from the last date of submission of the bid.

1.12 Technical Bid

The Technical Bid shall be complete in all respects and contain all information asked for in this document. The technical Bid shall comprise the following:

- 1.12.1 Signed & scanned copy of duly filled Checklist for Bid Submission.
- 1.12.2 Signed & scanned copy of the Compliance Sheet as per Clause 6.10.

- 1.12.3 Scanned copy of the Bank Guarantee for Bid Security in compliance to clause 2.18.1 or the scanned copy of the documentary proof for waiver of the Bid Security in compliance to clause 2.18.2.
- 1.12.4 Signed & scanned copy of duly filled Bid Acceptance Letter as per clause 6.1.
- 1.12.5 Signed & scanned copy of duly filled Bidder Information as clause 6.2.
- 1.12.6 Signed & scanned copy of duly filled Schedule Deviation format as given in clause 6.3.
- 1.12.7 Signed & scanned copy of duly filled Work experience, turnover and profit format as given in clause 6.4.
- 1.12.8 Signed & scanned copy of Documentary Evidence in compliance to Clause 2.1.1 of this tender document.
- 1.12.9 Signed & scanned copy of Audited balance sheets for the last three years as a proof of turnover and profit details in compliance to Clause 2.1.2 and 2.1.3 of this tender document. In case of Audited Balance sheet is not available, the auditor certificate shall be submitted.
- 1.12.10 Signed & scanned copy of duly filled copy of format given at clause 6.5.
- 1.12.11 Signed & scanned copy of Letter of Award/Work Order and completion certificate in compliance to Clause 2.1.4 of this tender document.
- 1.12.12 Signed & scanned copy of format given at clause 6.4.
- 1.12.13 Signed & scanned copy of Letter of Award/Work Order in compliance to Clause 2.1.5 of this tender document.
- 1.12.14 Signed & scanned copy of duly filled copy of format given at clause 6.7.
- 1.12.15 Signed & scanned copy of PAN and GST Registration.
- 1.12.16 Signed & scanned copy of the declaration regarding Blacklisting in compliance to Clause 2.1.9 of this tender document.
- 1.12.17 Signed & scanned copy of the Power of Attorney on Stamp Paper from the Bidder in respect of Authorized Signatory for the Bid.
- 1.12.18 Client reserves the right to verify the uploaded documents with original one.
- 1.12.19 The Bid Security/ Documentary Proof for waiver of the same shall be submitted, in original, by the Bidder before the date & time of Bid Opening, failing which the bid shall summarily be rejected and the Technical Bid shall not be opened.
- 1.12.20 Client reserves the right to verify the uploaded documents with original one.

1.13 Price Bid

- 1.13.1 The Price Bid shall be complete in all respects and contain all information asked for in this document.
- 1.13.2 The Price bid format is provided as BoQ_XXXX.xls along with this bid document at <http://eprocure.gov.in/eprocure/app>. Bidder is advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the Price bid. Bidder shall not tamper/modify downloaded Price Bid template in any manner. In case if the same is found to be tampered/modified in any manner, Bid shall be completely rejected and Bid Security would be forfeited and bidder is liable to be banned from doing business with the Client.
- 1.13.3 The amount quoted shall be only in Indian rupees and the prices shall be inclusive of all taxes, duties, cess etc except GST.

1.14 No Price Variation

- 1.14.1 The Price quoted shall be firm. No revision in the price would be considered during the Bid validity period.

1.15 Amendment of Bidding Documents by Client

- 1.15.1 At any time prior to the deadline of submission of the bids, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding documents by way of Amendments/Addendum/Corrigendum. This shall be notified through CPPP website.
- 1.15.2 Prospective Bidders are advised to visit NRPC website <http://www.nrpc.gov.in> and CPPP website <http://eprocure.gov.in/eprocure/app> for any corrigendum / addendum/ amendment.
- 1.15.3 In order to provide prospective Bidders reasonable time to take the amendment into account for preparing their bids, the Client may, at its discretion, extend the last date & time of the submission of bids.

1.16 Modification of Bids by Bidders

- 1.16.1 A Bidder may modify his bid on the e-procurement portal (<http://eprocure.gov.in/eprocure/app>) till the deadline of the submission of Bid.
- 1.16.2 Modification of the Bid sent through any other means shall not be considered by the Client.

1.17 Late Bids

- 1.17.1 The e-Procurement system shall not allow any late submission of bids after due date and time as per server system.

1.18 Opening of Bids

- 1.18.1 The Client shall open the bids as per electronic bid opening procedures specified in Central Public Procurement Portal (CPPP) at the date and time specified. Bidders can also view the bid opening by logging on to the e-procurement system. Specific bid opening procedures are laid down at <http://eprocure.gov.in/eprocure/app> under the head “Bidders Manual Kit”. The bidder shall be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid or they can view the bid opening event online at their remote end. Price Bids of only those Bidders shall be opened whose Technical Bid are found to be responsive.
- 1.18.2 The client shall open the bids in the presence of Bidders’ representative who choose to attend at the time, date and venue as mentioned in NIT.
- 1.18.3 No representatives are allowed to attend the Bid Opening without the valid Bid acknowledgement slip received after submission of Bids.
- 1.18.4 In the event of the specified date of bid opening being declared a holiday for client, the bids shall be opened at the specified time and place on the next working day.

1.19 Preliminary Examination of Technical Bid

- 1.19.1 The Client shall examine the Technical Bids to determine their completeness in all respect as per the requirements of this Bid Document.
- 1.19.2 The client may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any bidder.

1.20 Evaluation of Technical Bids

- 1.20.1 The Client shall evaluate the Technical Bid, based on the documents submitted by the bidder.
- 1.20.2 Client reserves the right to reject the bid under any of the following circumstances:
- a) *Bid is incomplete and/or not accompanied by all required documents.*
 - b) *Bid is not in conformity with all the terms & conditions stipulated in all the clauses of this document.*

1.21 Clarifications of Bids

- 1.21.1 To assist in the examination, evaluation and comparison of bids the client may, at its discretion, ask the bidder for clarification and response shall be in writing through e-mail or fax. Response/clarification shall be submitted by authorized signatory only. In case the bidder fails to submit the desired information/clarification sought by the Client within stipulated time, further evaluation of the bid shall not be carried out and the Client reserves the right to reject the bid.

1.22 Contacting the Client

- 1.22.1 Any clarification / query related to the tender document may be addressed to Executive Engineer (Commercial), NRPC in writing through e-mail as per the details given under Special Conditions of Contract (Clause 2.13 of this tender document) by 5th September, 2018 at 1100 Hrs. The clarification may also be sought in the pre-bid meeting to be held on 5th September, 2018 at 1100 Hrs. at client location. Response to the clarification / query will be uploaded on NRPC website www.nrpc.gov.in by 7th September, 2018, 1700 Hrs.
- 1.22.2 Bidders can visit the site and acquaint themselves with the client locations, site condition, software modules and other factors which would have any effect on the performance of the contract and/or the cost on any working day before 5th September, 2018 in the office between 11 AM to 4 PM after prior intimation and confirmation from the office of Executive Engineer (Commercial), Telephone No. 011-26868681/26967842. Any claim by the Bidder regarding software module, site condition, location, etc. shall not be entertained after submission of the Bid.
- 1.22.3 Any effort by bidder to influence the Client in the Client's bid evaluation, bid comparison or contract award decision may result in the rejection of the bid.

1.23 Evaluation of Price Bid

- 1.23.1 Price Bid of only those bidders, whose Technical Bids are found responsive, shall be opened and evaluated.
- 1.23.2 Evaluation shall be done based on the "Amount in Words" as per price schedule given in Chapter 5.
- 1.23.3 Ranking of the Bidders shall be based on the "Amount in Words" quoted in BoQ.
- 1.23.4 In case of tie in the "Amount in Words" quoted in BoQ, the Client reserves the right to decide the ranking of the Financial Bid based on the result of draw.

1.24 L-1 Bidder

- 1.24.1 On completion of Price Bid evaluation process, the bidder whose quoted amount is found to be the lowest would be the L-1 bidder.

1.25 Client's Right to Accept or Reject any Bid or all Bids

- 1.25.1 The Client reserves the right to accept or reject any bid and/or annul the bidding process and/or reject all bids, without assigning any reason thereof, at any time prior to award of contract and without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the Client's action.

1.26 Letter of Award (LoA)

- 1.26.1 The L-1 bidder shall be considered for issuing Letter of Award (LoA).
- 1.26.2 The acceptance of the Letter of Award shall be submitted within Seven (7) working days from date of issue of Letter of Award, failing which the Client reserves the right to cancel the Letter of Award.

1.27 Signing of Contract

- 1.27.1 The successful bidder shall be required to enter into a contract as per Clause 6.9 with the Client within Fifteen (15) working days from date of issue of the Letter of Award on submission of the Performance Security as mentioned in clause 1.28.

1.28 Performance Security

- 1.28.1 A Performance Security (as per format in clause 6.8) in form of bank guarantee from any Nationalized / Scheduled Bank of a value equal to 10% of the total awarded value as indicated in the Letter of Award shall be deposited by the successful bidder within Fifteen (15) working days from date of issue of Letter of Award.
- 1.28.2 The Performance Security shall be valid for a period of thirty months from the date of issue of Letter of Award.

1.29 Sub-Contracting

- 1.29.1 The Successful Bidder shall not assign, in whole or in part, its obligations to perform under the contract, to other firm except with the Client's prior written consent.

1.30 Cost of Bidding

- 1.30.1 The Bidder shall bear all the costs associated with the preparation and submission of his bid and the Client shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

1.31 Governing Language

- 1.31.1 The Bid as well as all correspondences and documents relating to the bid exchanged by the Bidder and the Client, shall be in English language only. Supporting documents and printed literature, if not in English language that are part of the bid document shall be accompanied with a self-certified copy of English translation of the same. The English translation shall govern.

1.32 Definitions

- 1.32.1 “Awarded Amount,” means the amount payable to the Contractor under the Contract.
- 1.32.2 ‘Bidder’ means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Client and is named as such in the Contract Agreement.
- 1.32.3 “Client” means Member Secretary, NRPC, New Delhi.
- 1.32.4 ‘Client Office’ means location of client at 18A, NRPC Complex, Shaheed Jeet Singh Marg, Katwaria Sarai, New Delhi – 16.
- 1.32.5 ‘Corrupt Practice’ means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the bidding process or in contract execution.
- 1.32.6 ‘Collusive Practice’ means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Client, designed to establish bid price at artificial, non-competitive levels.
- 1.32.7 ‘Coercive Practice’ means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in the bidding process or affect the execution of a contract.
- 1.32.8 “Contract” means the agreement entered into between the Client and the Contractor as recorded in the Contract Agreement Form signed by the Client and the Contractor, including all attachments and annexure thereto and all documents incorporated by reference therein.
- 1.32.9 “Contractor” or “Vendor” or “Successful Bidder” means the Bidder selected through bidding process and shall be deemed to include the Contractor's successors, representatives (approved by the Client), heirs, executors,

administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.

- 1.32.10 'Deadline' means the last date & time.
- 1.32.11 'Fraudulent Practice' means a misrepresentation or omission of facts in order to influence a bidding process or the execution of a contract to the detriment of the Client, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.
- 1.32.12 "Officer in-charge" means Executive Engineer (Commercial) or an Officer designated by the Client, assigned the work of monitoring the execution of the contract.
- 1.32.13 "Nodal Officer" means the Officer designated by the Client, coordinating the activities related to e-procurement for this tender.
- 1.32.14 "Quarter" means three months period.
- 1.32.15 '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.
- 1.32.16 "Service" means services to be provided by the Contractor as per the requirements specified in the bid document and any other incidental services and other such obligations of the Contractor covered under the Contract.
- 1.32.17 'Undesirable Practice' means establishing contact with any person connected with or employed by the NRPC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process.

Chapter.2: CONDITIONS OF CONTRACT

2.1 Pre Qualifying Requirement

All Bidders shall have to fulfil the following prequalifying terms and conditions:

- 2.1.1 Bidder shall be a registered company under the Indian Companies Act, 2013 in form of Proprietary / Partnership / Joint Venture firm.
- 2.1.2 The Bidder shall have a minimum annual turnover of at least Rs.50 Lakhs in India, in each of last three financial years i.e. 2017-18, 2016-17 and 2015-16.
- 2.1.3 Bidder shall have net profit after tax in each of the last three financial years i.e. 2017-18, 2016-17 and 2015-16.
- 2.1.4 The Bidder shall have successfully executed similar works (as mentioned in clause 2.1.8), as per criterion given below, during the last three financial years i.e. 2017-18, 2016-17 and 2015-16.:
 - a. *One similar Work costing not less than Rs.8 Lakhs per annum.*
or
 - b. *Two similar Works costing not less than Rs. 5 Lakhs each per annum.*
or
 - c. *Three similar Works costing not less than Rs. 4 Lakhs each per annum.*
- 2.1.5 The Bidder shall presently have one similar works (as mentioned in clause 2.1.8) of annual value of at least 8 Lakhs, under execution.
- 2.1.6 The Bidder shall have their software development centre in NCR.
- 2.1.7 Bidder shall have a valid PAN and GST registration.
- 2.1.8 Similar work(s) means Development/Maintenance of Web based applications developed in ASP.NET(C#)/PHP related to Power Sector. The work of development of website only shall not be considered as similar work.
- 2.1.9 The Bidder has not been blacklisted by any of the Government Organization(s)/Public Sector Undertaking(s) (PSUs).
- 2.1.10 Bidder must comply with all the criteria as mentioned at clause 2.1. Non-compliance of any of the criteria shall result in rejection of the bid. Any hiding/ mis-representation of facts shall result in rejection of the bid and forfeiture of Bid Security.

2.2 Taxes

- 2.2.1 The Contractor shall be entirely responsible for all taxes and duties as per Government norms.

- 2.2.2 The Client shall pay GST only as per applicable government norms.
- 2.2.3 Client may deduct any taxes, duties and any other statutory levies imposed by the Government on such charges as may arise from the implementation of the contract agreement.

2.3 Amendment of Contract

- 2.3.1 No variation or modification of the terms of the Contract shall be made, except by written amendment signed by both the parties i.e. the Contractor and the Client.

2.4 Use of Bid Documents and Information

- 2.4.1 The Contractor shall not, without the Client's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Client in connection therewith, to any person other than a person employed by the Contractor for the execution of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such execution.
- 2.4.2 The Contractor shall not, without the Client's prior written consent, make use of any document or information provided by Client in tender document or otherwise except for purposes of executing contract, if any.
- 2.4.3 Any document, other than the Contract itself, shall remain the property of the Client and shall be returned (in all hard and soft copies) to the Client on completion of the Contractor's execution under the Contract, if so required by the Client. In case of software the source code is to be made available to the representative of the client.

2.5 Termination of Contract

- 2.5.1 The Client, without prejudice to any other remedy for breach of Contract, by giving 15 days written notice to the Contractor, may terminate this Contract in whole or in part, if the Contractor fails to perform any obligation(s) under the Contract.
- 2.5.2 The Client may at any time terminate the Contract by giving 15 days written notice to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Client.
- 2.5.3 No payment by the Client shall be made for the remaining period of Contract from the date of the termination of the contract.

- 2.5.4 In the event of the termination of this Contract for any reason, or in the event the Contractor is discharged of its obligations as per provisions of this Contract, all the amounts outstanding towards balance period under this Contract shall be payable by either party as due.
- 2.5.5 In case of the Termination of the Contract, the Performance Security submitted by the Contractor may be encashed by the Client.
- 2.5.6 The client reserves the right to terminate the contract due to any failure on the part of the Contractor in discharging his obligations under the contract. The decision of the client about the failure on the part of the Contractor shall be final and binding on the Contractor. In the event of any failure on the part of the Contractor, client shall have the right, without any prejudice, to get the work done through any other alternate agency at the risk and cost of the Contractor. The additional cost including loss, if any, incurred by client will be recovered from the Contractor.

2.6 Force Majeure

- 2.6.1 The terms and conditions of the orders shall be subject to force majeure. Neither Contractor nor Client shall be considered in default of its obligation under this contract, if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, sabotage, strikes, lock outs, fires, floods, explosions, epidemics, accidents, freight embargoes on export or import to India, Acts of God, Acts of Government, shall one or both parties be prevented from fulfilling their actual obligations by the state of force majeure lasting continuously for a period of 3 months the two parties shall consult each other regarding future implementation of the contract.
- 2.6.2 Contractor shall promptly notify the Client in writing of such conditions and the cause thereof within thirty days of occurrence of such event. Unless otherwise directed by the Client in writing the contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 2.6.3 If works are suspended by force majeure conditions lasting for more than two months, the Client shall have option to cancel the contract in whole or part thereof at his discretion.

2.7 Governing Law and Disputes

- 2.7.1 The Client and the Contractor shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.
- 2.7.2 In case of any dispute relating to this contract which may arise during or after the execution of the contract, the case shall be referred to the arbitrator appointed by the Chairperson, NRPC, whose decisions shall be

final and binding on both the parties. The proceedings of the arbitration shall be carried out in New Delhi only.

2.8 Standards of Performance

2.8.1 The Contractor shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering practices. It shall employ prudent technical and engineering practices. It shall employ advanced technology and safe and effective equipment, machinery, material and methods. The Contractor shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Client and shall, at all times, support and safeguard the Client's legitimate interests in any dealings with Third Parties.

2.9 Corrupt and Fraudulent Practices

2.9.1 The Client requires that Bidders/Contractor observe(s) the highest standard of ethics during the bidding process and during the execution of the Contract. In terms thereof, the Client:

- (i) shall reject the Bid of a Bidder including the Selected Bidder if he determines that the Bidder/Contractor has engaged in corrupt or fraudulent or collusive or coercive, or undesirable or restrictive practices in competing for the award of Work in question.
- (ii) shall declare a Bidder ineligible, either indefinitely or for a stated period of time, from participation in any tender or bidding process or for award of a contract/contracts or continuing with it after award if it, at any time, determines that the Bidder has engaged in "corrupt or "fraudulent" or "collusive" or "coercive" or undesirable or restrictive practices in competing for, or in participating the bidding process or in executing, the Contract.

2.10 DATA and CYBER Security

2.10.1 The data security must be ensured during the period of contract. In case of any loss of data, suitable action may be taken under the law against the contractor including termination of the contract and forfeiture of the Performance Bank Guarantee.

2.10.2 The data/ information stored in the Server, Desktop and Laptop Computers, shall not be taken outside Client premises in any form. If any of the contractor's personnel deployed at the Client location is found

carrying data outside Client premises then appropriate action under the law shall be taken against him for which contractor shall be responsible.

- 2.10.3 The contractor shall not use any equipment which endangers the cyber security of the Client. If any of the contractor's personnel deployed in the Client is found to be engaged in any activity which causes cyber security threat to the Client, then suitable action shall be taken against the Contractor under the law.

2.11 RIGHT TO WORK PRODUCT

- 2.11.1 All error corrections, enhancements and any other work product created by the Contractor in connection with the services provided under this contract shall be documented and shall remain the exclusive property of the NRPC.

2.12 OTHER TERMS AND CONDITIONS

- 2.12.1 The Contractor shall make arrangement of the requisite documentation / maintenance of records etc. as required for processing the quarterly payment during the period of the Contract, which may be required by him for carrying out the maintenance. He shall submit a copy of the document/maintenance records to the Client, as and when required for reference.
- 2.12.2 The Contractor shall employ all the personnel to the satisfaction of the Client. Any such person(s), not acceptable to the Client, shall immediately be replaced.
- 2.12.3 The Client shall not, in any way, be liable to make any payment, incur any expenditure or liable to any lawsuit in any court of law for any injury or death suffered by the Contractor's staff during the Contract.
- 2.12.4 The client reserves the right to cancel the contract in case of breach of security regulations required to be observed by the Contractor. Any special precautions required to be taken by the Contractor shall be made known to him by the client as and when such necessity arises.

2.13 SPECIAL CONDITIONS OF CONTRACT

2.13.1 DETAILS OF WORKS UNDER THE CONTRACT:

- 2.13.1.1 The bidder shall be responsible to undertake the work of Annual Maintenance Contract (AMC) of Energy Accounting and other software, as per details given in clause 4.1, to the satisfaction of Client.
- 2.13.1.2 Source code is the property of NRPC. NRPC is having full rights on it. The firm has to provide the Source code in Electronic media (CD/DVD/Pen Drive etc.) on after every revision of the software.

2.13.2 EXECUTION OF THE CONTRACT

2.13.2.1 **Posting of Resident Engineer (RE):** At least one full time Resident Engineer shall be deputed at client location. Resident Engineer shall possess the minimum qualification of B.Tech/MCA. The RE shall have at least three years of experience on the following:

- a. ASP.NET (C#)
- b. PHP
- c. jQuery
- d. JavaScript
- e. iTextSharp
- f. HighCharts
- g. MS SQL Server2008
- h. MySQL

2.13.2.2 The contractor shall forward the credentials of RE to be deputed to the client. The RE deputed shall be interviewed by the client and has to be replaced if not deemed fit. The deputed RE shall not normally be changed before 6 months. In case the RE is changed by the Contractor, the new RE shall be deputed immediately. If the Contractor fails to depute new RE with requisite qualification & experience, as per tender document, penalty shall be imposed as per clause 2.13.3 of this tender document. In case the contractor fails to depute new RE with requisite qualification & experience, as per tender document within 7 working days client reserve the right to terminate the contract.

2.13.2.3 Normal working hours of office are 09:30 AM to 06:00 PM, but the RE can be retained after working hours in case of contingency and in special circumstances, without any extra cost to the Client. RE may be required to provide such services on holidays also, without any limit on number or days, without any extra cost to the Client.

2.13.2.4 The contractor shall take care of all mandatory provisions in the relevant rules/acts, etc., while making payment of salary to its deployed employee(s) and the Client shall not be responsible for violation of any statutory provision under any circumstances.

2.13.2.5 The RE should be equipped with mobile phones to ensure availability.

2.13.2.6 The client reserves the right to verify the credential of the RE as per terms & conditions of this tender document. In case, the RE does not meet the eligibility criteria, the client may direct the contractor to replace him/her. The contractor shall comply the directions immediately. In case the contractor fails to depute the suitable substitute within the stipulated time, penalty shall be imposed in accordance with clause 2.13.3 of this tender document.

2.13.3 **PENALTY FOR DEFAULT IN SERVICE**

2.13.3.1 Errors/bugs reported, shall be resolved within 24 hours of reporting. In case of non-resolution of error/bug within stipulated time, penalty of Rs. 1500/- per day shall be imposed which will be recovered from the Contractor.

2.13.3.2 If the deputed RE is absent or the deputed RE is to be changed by the Contractor on its own or on the direction by the client, a suitable substitute shall immediately be provided, failing which a penalty of

Rs.1000/- per day for the period of absence shall be recovered from the Contractor.

- 2.13.3.3 Time frame for any addition/changes shall be as per direction by the Officer in-charge of the client. Non-completion of the work in stipulated time shall be considered as breach of contract which may lead to termination of the contract.
- 2.13.3.4 The penalty amount shall be recovered from contractor from the amount payable to the contractor or from security deposit.
- 2.13.3.5 The client reserves the right to waive off the penalty.
- 2.13.3.6 Any financial impact on account of data loss if any, would be recovered from the Contractor.

2.14 CLIENT'S ADDRESS:

Executive Engineer (Commercial),
Northern Regional Power Committee (NRPC),
18A, Shaheed Jeet Singh Marg, Katwaria Sarai,
New Delhi – 110016.
Phone: 011-26868681/26967842
FAX: 011-26865206
Email: sec-nrpc@nic.in

2.15 PERIOD OF CONTRACT

- 2.15.1 The term of the contract will be for a period of **Two Years** from the date of signing of the contract agreement subject to the provisions of Clause 2.5 of the tender document.
- 2.15.2 During the entire period of the contract, no request for any increase in the rates on any account would be entertained and the performance of Contractor would be reviewed from time to time to ensure that it is to the entire satisfaction of the Client
- 2.15.3 Period of the contract may be extended further based on the mutual consent of both and the performance of the Contractor without any change in rates and Terms & Conditions of the mutually signed contract.

2.16 LOCATIONS TO BE COVERED

- 2.16.1 The contractor has to provide service in Client Locations.

2.17 Payment Conditions

- 2.17.1 The payment shall be made only in Indian Rupees.
- 2.17.2 No advance payment shall be made against Letter of Award.
- 2.17.3 Payment shall be made pro-rata on quarterly basis at the end of each quarter after submission of bills.

2.17.4 The Contractor shall submit pre-receipted bills in triplicate after completion of each quarter for quarterly maintenance charges. The payment for the same shall be subject to recoveries, if any, in accordance with provisions in clause 2.13 of this tender document.

2.18 Bid Security

2.18.1 The Bidder shall deposit bid security (in the format given in clause 6.11) of Rs. 50,000/- (Rupees Fifty Thousand only) in the form of Bank Guarantee from any Nationalized/Scheduled bank in favour of "NRPC Fund", valid up to 31.01.2019.

2.18.2 In case the Bidder claims for waiver of Bid Security, he shall provide documentary proof of being registered with the Central Purchase Organisation or the concerned Ministry or Department, as per Rule 170 of GFR 2017, of Government of India, as amended from time to time. The registration must remain valid till the Bid Validity period. The documentary evidence establishing eligibility of the bidder for exemption from submission of bid security along with supporting documents for relevant rules/guidelines etc. shall be submitted.

2.18.3 The scanned copy of the Bid Security / Documentary Proof for waiver of the Bid Security, shall be uploaded at the time of Bid submission.

2.18.4 The original Bid Security/ Documentary Proof for waiver of the Bid Security shall be submitted to the Client by the date & time of Bid Opening, failing which the bid shall summarily be rejected.

2.18.5 The Bid Security not in conformity in all respect with the requirements as per clause 2.18.1 or 2.18.2, as applicable, the bid shall summarily be rejected.

2.18.6 No interest shall be payable on the Bid Security amount.

2.18.7 The Bid Security shall be forfeited if the bidder:

(i) Withdraws its bid during bid validity period.

(ii) hides/ mis-represents facts.

(iii) refuses to accept Letter of Award.

(iv) fails to sign the Contract within the stipulated time.

(v) tampers/ modifies Price Bid Template in any manner.

(vi) found involved in any Corrupt, Collusive, Coercive or Fraudulent Practices.

2.18.8 The Bid Security of Bidders shall be returned as promptly as possible upon signing the Contract with the successful Bidder.

Chapter.3: SCHEDULE OF REQUIREMENTS

3.1 SCOPE OF WORK

- 3.1.1 To undertake the work of Annual Maintenance Contract (AMC) of Energy Accounting and other softwares in NRPC, as per the details given at clause 4.1.
- 3.1.2 To attend all operational bugs noticed/reported in the softwares, as per satisfaction of the Executive Engineer (Commercial) in NRPC. This also includes one-time realignment/synchronization/upgradation of softwares to make them operational.
- 3.1.3 To make necessary changes/modification/up-dation in the softwares at NRPC as per the orders/regulations of CERC as and when required.
- 3.1.4 To carry out data backup and restoration for the Softwares under AMC.
- 3.1.5 To update detailed technical and user manual of Softwares under AMC.
- 3.1.6 To make all type of changes (addition/up-dation) in softwares as per direction of Executive Engineer (Commercial) in NRPC.

Chapter.4: SPECIFICATION AND OTHER TECHNICAL DETAILS

4.1 TECHNICAL DETAILS OF SOFTWARE

4.1.1 Web based (intranet) applications : Hosted on Windows Server 2012

4.1.1.1 ABT Energy Accounting Software: This software is used for Regional Energy Accounting of Northern Region. It processes time-blockwise schedule as well as meter data and generates several energy accounts like Regional Energy Accounts (Provisional/Final), Deviation Settlement Account, Reactive Energy Account, Congestion Charge Account and Reserves Regulation Ancillary Services (RRAS) Accounts. Besides this several reports/charts are prepared by this software. Technical details of this software are as under:

- a) Scripting Language : ASP.NET (C#)
- b) Front End : jQuery, html, JavaScript
- c) Database Layer : MS SQL Server 2008
- d) Code Size : 30 MB (Approx)
- e) Approx. number of web pages : 350
- f) Database size : Approx 30 GB (increment of 3GB annual)

4.1.1.2 Regional Transmission Accounting Software: Software is used for generating Regional Transmission Account and Regional Transmission Deviation Account. Several Reports/Charts are prepared by this software. Technical details of this software are as under:

- a) Scripting Language : ASP. NET (C#)
- b) Front End : jQuery, html, JavaScript
- c) Database Layer : MS SQL Server 2008
- d) Code Size : 15 MB (Approx)
- e) Approx. number of web pages : 45
- f) Database size: Approx 1GB

4.1.1.3 Transmission System Availability Software: Software is used for certification of Transmission Elements Availability in the Region. Technical details of this software are as under:

- a) Scripting Language : ASP.NET (C#)
- b) Front End : jQuery, html, JavaScript
- c) Database Layer : MS SQL Server 2008
- d) Code Size : 18 MB (Approx)
- e) Approx. number of web pages : 35
- f) Database size : Approx 11 MB

4.1.1.4 Interest Calculation Software: This software has sub-modules for Interest calculation for late payment of UI and Deviation charges, Interest Calculation for late payment of Reactive Energy Charges, Interest

calculation on late payment of Congestion Charges and Interest Calculation for late payment of Reserves Regulation Ancillary Service Charges. With these modules interest calculations are carried out and various reports are prepared. Technical details of this software are as under:

- a) Scripting Language : ASP.NET (C#)
- b) Front End : jQuery, html, JavaScript
- c) Database Layer : MS SQL Server 2008
- d) Code Size : 15 MB (Approx)
- e) Approx. number of web pages : 40
- f) Database size: Approx 6 MB

4.1.1.5 Pool Status Application: This software has sub-modules for Pool status of UI & Deviation Charges, Reactive Energy Charges, Congestion Charges and RRAS Charges. With these modules, based on input/fetched data, various reports are prepared. Technical details of this software are as under:

- a) Scripting Language : ASP.NET (C#)
- b) Front End : jQuery, html, JavaScript
- c) Database Layer : MS SQL Server 2008
- d) Code Size : 18 MB (Approx)
- e) Approx. number of web pages : 70
- f) Database size: Approx 5 MB

4.1.1.6 Diary & Dispatch Application: This software has sub-modules for Diary and Dispatch of various letters and correspondences. With these modules, diary and dispatch numbering is being carried out for all the official correspondences in NRPC:

- g) Scripting Language : ASP.NET (C#)
- h) Front End : jQuery, html, JavaScript
- i) Database Layer : MS SQL Server 2008
- j) Code Size : 9 MB (Approx)
- k) Approx. number of web pages : 35
- l) Database size: Approx 70 MB

4.1.1.7 ODMS Application: This software has sub-modules for Open Cycle certification, allocation, Power Supply Position, LGBR etc.:

- a) Scripting Language : ASP.NET (C#)
- b) Front End : jQuery, html, JavaScript
- c) Database Layer : MS SQL Server 2008
- d) Code Size : 18 MB (Approx)
- e) Approx. number of web pages : 25
- f) Database size: Approx 13 MB

Chapter.5: PRICE SCHEDULE

(TO BE UTILIZED BY THE BIDDERS FOR QUOTING THEIR PRICE)

5.1 Bill of Quantity

Sl. No.	Item Description	Quantity (in years)	Rate (Per annum) inclusive of all taxes and duties except GST (in Rs.)	Amount (for Two years) (in Rs.)	Amount (for Two years) (in Words)
1	2	4	13	53=(13X4)	55
1.	To carry out maintenance and other activities as per details at Clause 3.1 of this tender document	2			

- 5.1.1 The above mentioned Price bid format is provided as BoQ_XXXX.xls along with this tender document at <http://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the Financial Bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and Bid Security would be forfeited and bidder is liable to be banned from doing business with the Client.
- 5.1.2 The rates shall be quoted per year basis and it shall be in Indian Rupee only.
- 5.1.3 In case, if any discrepancy in the “Amount in Figures” and “Amount in Words”, the “Amount in Words” shall be considered for evaluation.
- 5.1.4 The evaluation shall be based on the “Amount in Words”.
- 5.1.5 The quoted rates shall remain firm.
- 5.1.6 The GST shall be paid by the Client to the Contractor as per the applicable Government norms.

Chapter.6: CONTRACT FORMS

6.1 BID ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

Executive Engineer (Commercial)

Northern Regional Power Committee

18A, Shaheed Jeet Singh Marg,

Katwaria Sarai, New Delhi-110016

Sub: **Acceptance of Terms & Conditions of the Tender Document**

(Tender Name & Reference No)

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' from the web site(s) namely:
_____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender document(s) from Page No. _____ to _____ (including all documents like annexure(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) / Addendum (s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the conditions of above mentioned tender document(s) / corrigendum(s)/Addendum (s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true &

correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said Bid Security deposit absolutely.

Yours Faithfully,

(Signature & Seal of the
Bidder)

6.2 BIDDER INFORMATION

1. Name of the Bidder		
2. Full Address & Contact Details of the Bidder		
3. Name of the Authorized Signatory for this Bid		
4. Bidder's proposal number and date		
5. Name & address of the person to whom all references shall be made regarding this tender:		
(a) Telephone		
(b) Fax No.		
(c) E-mail		
(d) Mobile		
Bidder		
Signature of the Authorized Signatory		
Name:		
Designation:		
Date:		
Company Seal:		
WITNESSES		
	Witness 1	Witness 2
Signature:		
Name:		
Address:		
Date:		

6.3 SCHEDULE OF DEVIATIONS

(Please note that Client will not evaluate any deviation mentioned elsewhere in the bid except as mentioned hereunder)

We have carefully gone through the requirements of General Conditions of Contract and Special Conditions of Contract for Annual Maintenance Contract (AMC) of Energy Accounting and other Software in Northern Regional Power Committee (NRPC) and hereby confirm that all the requirements of specifications contained in the tender document are agreed by us except for the following deviations:

Sr. No.	Clause No. / Page No.	Tender Requirement	Deviation
1.			
2.			
3.			
4.			
5.			
6.			

(If left blank it shall be construed that there is no deviation from the Terms & Conditions of the tender document)

(Signature & Seal of the Bidder)

6.4 DETAILS OF WORK EXPERIENCE, TURNOVER AND PROFIT

Financial Details (As per Clause 2.1.2 and 2.1.3)

Pre-Qualification Condition	Financial Year	Value (Rs. In Lacs)
Annual turnover from operations in India	2015-16	
	2016-17	
	2017-18	
Net Profit after tax	2015-16	
	2016-17	
	2017-18	

(Signature & Seal of the Bidder)

**6.5 DETAILS OF ANNUAL MAINTENANCE CONTRACTS
SUCESSFULLY EXECUTED IN LAST THREE YEARS**

(As per Clause 2.1.4)

Sl. No.	Name of Organization (s)	Contract Period		Value of AMC (in Lakh `)	Contact details of the organization (s)
		From	To		

Note: Upload the signed & scanned copies of the Work Order / Letter of Award and completion certificate in support of the above.

(Signature & Seal of the Bidder)

6.6 DETAILS OF ANNUAL MAINTENANCE CONTRACTS PRESENTLY UNDER EXECUTION

(As per Clause 2.1.5)

Sl. No.	Name of Organization (s)	Start Date	Period of Contract	Value of AMC (in Lakh `)	Contact details of the organization (s)

Note: Upload the signed & scanned copies of the Work Order / Letter of Award in support of the above.

(Signature & Seal of the Bidder)

6.7 DETAILS OF DEVELOPMENT CENTRE IN NCR

(As per Clause 2.1.6)

Sl No.	Location	No. of Engr./ Tech. staff in the Centre	Telephone No. /Fax Number

Signature & Seal of the Bidder

6.8 Performance Security-Format

(Sample Format – To be executed on a non-judicial stamped paper of requisite value)

To,

Executive Engineer (Commercial)
Northern Regional Power Committee
18A, Shaheed Jeet Singh Marg,
Katwaria Sarai, New Delhi-110016

Ref: _____

Date _____

Bank Guarantee No. _____

To

1. Against contract Acceptance of the Tender No: _____ covering _____ (hereinafter called the said 'contract') entered into between the President of India acting through the Member Secretary, NRPC, New Delhi - 110016 or his authorized representative (hereinafter called the Client) and _____ (hereinafter called the Contractor) this is to certify that at the request of the Contractor we _____ Bank Ltd., are holding in trust in favour of the Client, the amount of _____ (write the sum here in words) to indemnify and keep indemnified the Client against any loss or damage that may be caused to or suffered by the Client by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Client, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Contractor and the amount of loss or damage that has been caused or suffered by the Client, shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Client.

2. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and shall be effective till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Client.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Client.

4. We undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present bond being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

5. We _____ Bank Ltd, further agree that the Client shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said Contractor and to forebear or enforce any of the terms and conditions relating to he said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance by the Client to the said Contractor or for any forbearance or omission on the part of the Client or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision, have the effect of so releasing us from our liability under this guarantee.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

Place _____

Signature _____

Witness _____

Printed name _____

(Bank's common seal)

Date _____

6.9 Contract Agreement-Format

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made

the [insert: **number**] day of [insert: **month**], [insert: **year**].

BETWEEN

- (1) [insert complete name of Client], a [insert description of type of legal entity, for example, an agency of the Ministry of ... of the Government of {insert name of Country of Client}, or corporation incorporated under the laws of {insert name of Country of Client}] and having its principal place of business at [insert address of Client] (hereinafter called “the Client”), of the one part, and
- (2) [insert name of Contractor], a corporation incorporated under the laws of [insert: country of Contractor] and having its principal place of business at [insert: address of Contractor] (hereinafter called “the Contractor”), of the other part :

WHEREAS the Client is desirous of entrusting to the Contractor for the Annual Maintenance Contract (AMC) for Energy Accounting and other softwares in Northern Regional Power Committee (NRPC), New Delhi and whereas the Contractor has agreed to provide such services for the sum of _____ (Rupees _____ only) (hereinafter called “the Contract Amount”) exclusive of Service Tax and Work Contract Tax for a period of two years from _____ to _____ (both days inclusive).

The Client and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the tender document
 - (b) the Client’s Letter of Award
 - (c) the uploaded bid by the Bidder on the CPP portal.
 - (d) the Addenda / Corrigenda Nos. _____ (if any)
 - (e) Special Conditions of Contract
 - (f) General Conditions of Contract
 - (g) the completed formats given at Chapter-6 (including Financial Bid (BoQ))

(h) any other document listed in General Conditions of Contract and Special Conditions of Contract as forming part of the Contract

3. In consideration of the payments to be made by the Client to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Client to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Client hereby covenants to pay the Contractor in consideration of the provision of the services and the remedying of defects therein, the Contract Amount or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Client

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Contractor

Signed: *[insert signature of authorized representative(s) of the Contractor]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

6.10 Compliance sheet for Eligibility criteria - Format

Sl.No.	Pre-Qualification Requirement (as per Clause 2.1)	Compliance (Yes/No)	Details of proof Attached with page number in the bid
1.	Clause- 2.1.1: Registration of the bidder firm.		
2.	Clause-2.1.2: Annual turnover of at least Rs.50 Lakhs in India, in each of last three financial years i.e. 2017-18, 2016-17 and 2015-16.		
3.	Clause-2.1.3: Net profit after tax in each of the last three financial years i.e. 2017-18, 2016-17 and 2015-16.		
4.	Clause 2.1.4: Successful execution of similar works during the last three (3) years reckoned from the last date of submission of bid		
5.	Clause-2.1.5: Similar works under execution.		
6.	Clause-2.1.6: Development center in Delhi/NCR		
7.	Clause-2.1.7: Valid PAN and Service Tax Number or GST registration.		
8.	Clause-2.1.9: Undertaking for not being blacklisted by any of Government Organizations/PSUs on the letter head.		

Signature of the Bidder with
Seal

6.11 Format of Bid Security - Format

(Sample Format – To be executed on a non-judicial stamped paper of requisite value)

To

Executive Engineer (Commercial)
Northern Regional Power Committee
18A, Shaheed Jeet Singh Marg,
Katwaria Sarai, New Delhi-110016

Ref: _____

Date _____

Bank Guarantee No. _____

1. WHEREAS (Name of Bidder) (hereinafter called the ‘the Bidder’) has undertaken, in pursuance of the Bid (.....) for the **“carrying out electricity demand forecast of states/UT’s/ Regions/all-India by econometric method”** (hereinafter called the ‘the Bid’) to you.
2. AND WHEREAS, it has been stipulated by you in the said Bid that the Bidder shall furnish you with a Bank Guarantee from a Nationalized/ Scheduled Bank for the sum specified therein, as security for the Bid in accordance with the Bid.
3. AND WHEREAS we ----- (Name of the Bank) having its registered office at ----- and inter alia a branch office situated at ----- have agreed to give a Bid Security of Rs. 50,000/- (Rupees Fifty Thousand only) (hereinafter called as the Guarantee Amount) on behalf of the Bidder.
4. We ----- (Name of the Bank) further undertake not to revoke and make ineffective the guarantee during its currency except with the previous consent of the Member Secretary, NRPC, New Delhi (hereinafter called as the Client).
5. We ----- (Name of the Bank) do hereby unconditionally and irrevocably undertake to pay to the Client without any demur or protest, merely on demand from the Client, an amount not exceeding the Guarantee Amount by reason of any breach of the terms of the Bid dated ----- by Bidder. We hereby agree that the decision of the Client regarding breach of the terms of the Bid shall be final, conclusive and binding on us.
6. We do hereby guarantee and undertake to pay forthwith on demand to the Client a sum not exceeding the Guarantee Amount and we undertake to pay you upon your first written demand declaring the Bidder to be in default under the Bid and without cavil or argument, any sum or sums within the limit of the Guarantee Amount as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

7. We, the Bank, further agree that the Client shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents listed hereinabove, and the decision of the Client that the Bidder is in default, as per the Bid Document, shall be final and binding on us, notwithstanding any differences between the Client and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
8. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
9. Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason.
10. This guarantee is valid until **<date>** and a claim in writing is required to be presented to us on or before **<date>** failing which all your rights shall be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (Bidder's Bank)

.....

Date.....

Address

.....

.....

In presence of

WITNESSES (Name & Address)

1.

2.

Note: The bid security in favour of "NRPC Fund" has to be submitted to Executive Engineer (Commercial) Northern Regional Power Committee, 18A, Shaheed Jeet Singh Marg, Katwaria Sarai, New Delhi-110016.