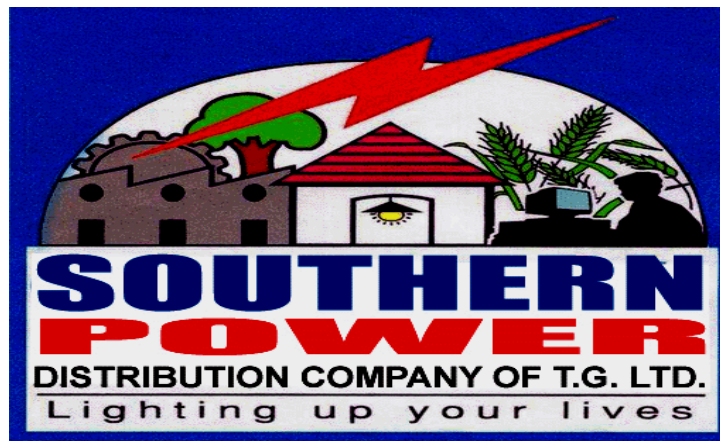


**SOUTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED
HYDERABAD**



REQUEST FOR PROPOSAL

**Security Audit for IT Systems at Data Center and Call Center of TSSPDCL, at
Hyderabad.**

RFP Bid Document No: CGM/IT/TSSPDCL/HYD/SEC AUDIT/01/2021-22

**The Chief General Manager/ IT
Southern Power Distribution Company
of Telangana Limited,**

**Phone: 040-23431276, 1287/74,
1st Floor, Corporate office,
Mint Compound, Hyderabad-500063.**



SOUTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LTD.

e-Procurement Tender Notice:

TSSPDCL intends to take up " **Security Audit for IT Systems at Data Center and Call Center of TSSPDCL, at Hyderabad** ", by calling Tenders on e-procurement platform. The details are as tabulated below.

Sl. No.	Name of the work	Specification No.	Date & time of downloading tender document	Closing Date & time for submission of bid
1.	Security Audit for IT Systems at Data Center and Call Center of TSSPDCL, at Hyderabad	CGM/IT/TSSPDCL/HYD/SEC AUDIT/01/2021-22	09.04.2021 from 18:00 hrs to 26.04.2021 Up to 12:00 hrs	26.04.2021 at 12:00 hrs

For further details regarding detailed tender notification, specifications and digital certificate please visit www.eprocurement.telangana.gov.in, www.tender.telangana.gov.in & www.tssouthernpower.com .

Phone: 040-23431276, 1287, 1274.

CHIEF GENERAL MANAGER/IT

**SOUTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LTD.
Hyderabad**

REQUEST FOR PROPOSAL (RFP)

Tender specification No. CGM/IT/TSSPDCL/HYD/SEC AUDIT/01/2021-22

1. TSSPDCL invites bids from eligible bidders for Security Audit for IT Systems at Data Center and Call Center of TSSPDCL, at Hyderabad as defined in the bid document.
2. Brief description of “the works” is as follows:

Sub-Project No.	Name of the work	Estimated cost (Rs. in Lakh)	Project implementation period	Bid security (2%) (Rs. in Lakh)
CGM/IT/TSSPDCL/HYD/SEC AUDIT/01/2021-22	Security Audit for IT Systems at Data Center and Call Center of TSSPDCL, at Hyderabad	8.0	4 months	16000/-

3. All the interested bidders may visit www.eprocurement.telangana.gov.in www.tender.telangana.gov.in & www.tssouthernpower.com to view and download the tender documents free-of-cost from **09.04.2021, 18:00 Hrs. to 26.04.2021, 12.00 Hrs.**
4. Those who are interested to submit bids will have to register in the above-mentioned site and also have to obtain Digital Certificates. The details and procedure for obtaining digital certificate are mentioned in the website or contact the helpdesk of the site.

CONTENTS OF TENDER SCHEDULE

RFP Bid Document No: CGM/IT/TSSPDCL/HYD/SEC AUDIT/01/2021-22

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SECTION-I

Notice Inviting Tender (NIT)

RFP Bid Document No: CGM/IT/TSSPDCL/HYD/SEC AUDIT/01/2021-22

S.No	Description	Details
1	Department Name	Southern Power Distribution Company of Telangana Limited
2	Office Address	Chief General Manager/IT, 1stFloor, Corporate Office, Mint Compound, HYDERABAD
3	RFP/Bid Number	CGM/IT/TSSPDCL/HYD/SEC AUDIT/01/2021-22
4	Tender Subject	Security Audit for IT Systems at Data Center and Call Center of TSSPDCL, at Hyderabad
5	Estimate Contract value	Rs. 8.0 Lakhs (Rupees Eight Lakhs only)
5 (a)	Type of quotation	Item-wise Rates (The bidder has to quote as Item- wise rates in Financial bid)
6	Period of Work	Within 4 months from the date of LOA.
7	Tender Type	Open
8	Tender Category	Security Audit for IT Systems at Data Center and Call Center of TSSPDCL, at Hyderabad
9	Bid Security (INR)	Rs.16,000/- (Rupees Sixteen Thousand only)
10	Bid Security Payable to	In the form of DD in favor of Pay Officer/TSSPDCL/Hyderabad (or) BG from Nationalized/Scheduled bank as per Annexure-VIII
11	Schedule Sale opening date	09.04.2021 at 18:00 hrs
12	Pre-Bid Meeting date	--
13	Schedule Sale Closing Date	26.04.2021 at 12:00 Hrs.
14	Bid Submission Closing Date	26.04.2021 at 12:00 Hrs.
15	Technical Bid Opening Date	26.04.2021 at 15:00 Hrs.
16	Price Bid Opening Date (Financial Bid Stage)	29.04.2021 at 12:00 Hrs.
17	Place of Tender Opening	Corporate Office, TSSPDCL, Hyderabad.
18	Officer Inviting Bids	Chief General Manager/IT
19	Address & Email.ID	Chief General Manager/IT, 1stFloor, Corporate Office, Mint Compound, HYDERABAD cgmit@tssouthernpower.com
20	Contact Details	040-23431276,1287, 1274

21	Eligibility Criteria	<p>As per the Qualification requirements mentioned in Section-IV</p> <p>Even though the bidder meets the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms statements and attachments submitted in proof of qualification requirements and/ or record of poor performance such as not properly completing the contract, inordinate delays in works completion, litigation history or financial failure etc.</p> <p>Notwithstanding anything stated above, TSSPDCL reserves the right to assess bidder's capability and capacity to perform the contract should circumstances warrant such as assessment in the overall interest of the Department.</p>
22	Procedure for Bid Submission	<p>Bids shall be submitted online on www.eprocurement.telangana.gov.in, www.tender.telangana.gov.in platform. The Technical Bid and Price Bid(Commercial Bid) shall be quoted separately. Quoted price should not be mentioned anywhere (in any format) in the Technical Bid(Both Online or Offline).</p> <p>The Technical bid shall be submitted in online & Offline.</p> <p>The Price bids shall be submitted online only in commercial stage.</p> <ol style="list-style-type: none"> 1. The participating bidders in the tender should register themselves free of cost on e-procurement platform in the website www.eprocurement.telangana.gov.in, www.tender.telangana.gov.in. 2. Bidders can log-in to e-procurement platform in secure mode only by signing with the Digital certificates. 3. The bidders who are desirous of participating in Tender shall submit their technical bids, price bids as per the standard formats available at the www.tssouthernpower.com. 4. The bidders should submit the following documents in support of technical bids. The bidders shall sign on all the statements, documents certificates, owning responsibility for their correctness/authenticity: <ol style="list-style-type: none"> a) Bid Security should be furnished <ol style="list-style-type: none"> i) In the form of DD in favour of Pay Officer/TSSPDCL/ Hyderabad (or) Alternatively, BG from Nationalized/Scheduled bank in favor of Chief General Manager/IT/TSSPDCL/ Hyderabad as per Annexure-VIII enclosed. ii) If exempted give details of Bid Security Exemption in case of Govt. firms. b) Financial Turnover certified by CA as per RBI guidelines, as mentioned in Eligibility criteria. c) Duly filled and signed Proforma as per Annexure-X. <p>The copies of certificates, documents, original Demand Drafts in respect of Bid Security are to be submitted by the bidder to the Chief General Manager/IT/TSSPDCL, so as to reach before the date and time of opening of the technical bid. Failure to furnish any of the documents, certificates, before the date and time of opening of technical bid will entail in rejection of the bid. The Department shall not hold any risk on account of postal delay. Similarly, if any of the certificates, documents, etc., furnished by the tenderer are found to be false/fabricated/bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid Security will be forfeited.</p>
23	Rights reserved with the Department	<p>TSSPDCL reserves the right to accept or reject any or all of the tenders received without assigning any reasons therefore. TSSPDCL also reserves the right to split the tender and place contract on more than one bidder at its discretion.</p>
24	General Terms & Conditions	<p>As per tender documents.</p>

**Chief General Manager/IT,
1st Floor, Corporate Office,
Mint Compound, HYDERABAD-63.**

SECTION-II

INSTRUCTIONS TO BIDDERS

A. General

TSSPDCL is a Power distribution utility engaged in the business of distributing power to its consumers. TSSPDCL intends to conduct Security audit of its IT Systems to identify specific exploitable vulnerabilities and to expose potential entryways to vital or sensitive data.

At present, the TSSPDCL applications are centrally hosted at Data Center located in premises of Corporate Office, Hyderabad which includes SAP ERP System and In-house developed applications and the Call Centre & SCADA System is located at TSSPDCL SCADA office at G.T.S.Colony, Erragadda, Hyderabad.

The Security consultant has to perform security audit of applications from the internal and external perspective.

1. SCOPE OF BID

The TSSPDCL (referred to as Customer/Employer in this document) invites bids for " Security Audit for IT Systems at Data Center and Call Center of TSSPDCL, at Hyderabad".

2 SCOPE OF WORK

- 2.1 TSSPDCL through this RFP intends to select a CERT-IN Empanelled Security Auditing Agency for conducting Security Audit of IT Systems of TSSPDCL. The audit of the IT Systems applications shall be done by the Auditing Agency in the premises of TSSPDCL Corporate Office, Mint Compound , Hyderabad.
- 2.2 The Auditor should provide the recommendations for overcoming and mitigating the identified vulnerabilities along with recommendations for the possible security infrastructure (like the Firewall, etc.) needed at TSSPDCL Data Center and Call Center. Accordingly, the Auditor shall deploy its team in TSSPDCL for conducting the audit as and when intimated by TSSPDCL to Auditor in writing / e-mail.
- 2.3 The Auditor shall estimate their efforts and team size in line with the project requirements and timelines as provided in this RFP and deploy the required team accordingly. TSSPDCL shall only provide the seating space to the team of Auditor. Auditor will provide detailed report on implementable step by step solution suggested for fixing of vulnerabilities found within existing applications and will provide onsite support to TSSPDCL.

The Detailed Scope of Work is mentioned in **Section -V** of this Tender document.

3 ELIGIBILITY CRITERIA:

The bidder should meet the Qualification requirements as mentioned in **Section-IV** of the bid document

B. BIDDING DOCUMENTS

4. CONTENT OF BIDDING DOCUMENTS:

- 4.1 The Schedule of requirement, bidding procedures, and contract terms are prescribed in the bidding documents as listed below:
 - a. Notice Inviting Bids.
 - b. Instruction to Bidders
 - c. General Terms and Conditions of Contract.
 - d. Qualification Requirements.
 - e. Scope of work
 - f. Payment & Penalty
 - g. Sample Forms & Annexure's
 - Bid Form and Price Schedules
 - Bid Security Form
 - Contract Form

- Performance Security form
- Manufacturers' Authorization form
- Performance Statement
- Details to be furnished by the Manufacturer (Format-A)
- Schedule of Deviations (Technical & Commercial)
- Financial bid format

4.2 The Bidder is expected to examine all instructions, forms, terms and technical specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at Bidder's risk and may result in the rejection of its bid.

5. CLARIFICATION OF BIDDING DOCUMENTS:

A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by e-mail (hereinafter "cable" includes telegram) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification, which he received earlier than **15 days** prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all Employers of the bidding documents, including a description of the enquiry but without identifying its source "**Annexure-VI**"

6. AMENDMENT OF BIDDING DOCUMENTS

6.1 Before the deadline for submission of bids, the Employer may modify the Bidding documents by issuing addenda will be posted in www.tssouthernpower.com.

6.2 Any addendum thus issued shall be part of the bidding documents and shall be uploaded in www.tssouthernpower.com

6.3 To give prospective bidder reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids.

C. PREPARATION OF BIDS

7. LANGUAGE OF THE BID

All documents relating to the bid shall be in the English language

8. DOCUMENTS COMPRISING THE BID

The bid submitted by bidder shall be of double packet comprising of the following.

- (a) **Technical Bid:** Technical bid consists of bid security and qualification information with necessary supporting documents.
- (b) **Price Bid:** Price bid consists of the Commercial Template and bid document.

9. BID PRICES:

- a. All the prices would be quoted only in Indian Rupees (INR) currency
- b. Prices/ Rates shall be written both in words and in figures. There would not be errors and/ or over-writings. Corrections/ alterations, if any, would be made clearly and initialed with date.
- c. The prices and discounts quoted by the Bidder in the Price Schedule/ Commercial/ Financial Bid shall conform to the requirements specified therein.
- d. All Bidders' service categories in the Financial Bid must be listed and priced separately. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with the provisions of bid document.
- e. The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid including any discounts offered.

- f. Prices quoted by the Bidder shall be fixed during currency of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected.
- g. Unless otherwise indicated in the bid document, prices quoted shall correspond to 100% of the services to be provided.

10. Taxes & Duties

- a. The bidder shall be familiar with the tax laws of the country, unless otherwise specified in the contract.
- b. GST as applicable to services that are not directly provided to the employer such as transport, insurance etc. must be included in the unit price only.
- c. The unit rate arrived by the Bidder must be exclusive of all taxes.
- d. The 1% Workers' Welfare Cess included in the rate will be recovered from Contractor bills for remittance to the Government
- e. The applicability of all taxes and appropriate rates must be ascertained by the Bidder before submitting his bid
- f. The prices shall be firm during currency of the contract.
- g. The variation in taxes and duties if any is not applicable for bought out items / material.
- h. Beyond the date of schedule contract agreement period any increase in statutory levies shall be to the account of bidder.

11. CURRENCIES OF BID AND PAYMENT

- a. The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.
- b. The BIDDER shall raise invoices for services rendered in triplicate as per payment schedule to the respective controlling officers, who will forward the bills to the paying authority through the Chief General Manager/IT. The payment for above work will be made by Pay Officer, of the respective Customer after verification of bills by the CGM(IT) designated for the purpose.

12. BID VALIDITY

- a. Bids shall remain valid for a period not less than **90 days** after the deadline date of bid submission specified. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- b. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension, under this Section in all respects.

13. BID SECURITY

- a. The Bidder shall furnish, as part of its bid, a Bid Security of **Rs. 16,000/- (Rupees Sixteen Thousand only)**. This amount should be paid by way of a crossed demand draft drawn on any scheduled bank in favor of the Pay Officer, TSSPDCL and payable at headquarters of the **Employer**. The crossed DD should invariably be furnished along with the bids. Alternatively, the bidders may furnish a **B.G. from any nationalized/scheduled bank** in original in lieu of DD as per the proforma attached. Fax / photocopies of the bid security will not be accepted and will be rejected.
- b. The fact of having enclosed bid security by DD/BG along with the bid should be clearly super scribed on the bid envelope.
- c. Submission of BID SECURITY by way of cheque, cash, money order, call deposit will not be accepted and will be considered as disqualification.
- d. Payment of BID SECURITY will be waived at the discretion of the Customer in the case of fully owned Government undertaking of the Central or State Government. Such undertakings should immediately apply and obtain exemption before submitting their Bids. They need only refer to the details of such exemption in their Bids. Exemption accorded by any organization other than respective Customers will not be considered.

- e. Requests for exemption from payment of BID SECURITY will not be entertained in any other case.
 - f. Any bid not secured as above will be rejected by the Employer.
 - g. Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiry of the period of bid validity prescribed by the Employer.
 - h. The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract.
 - i. **The Bid Security may be forfeited:**
 - A. if a Bidder:
 - i) Withdraws its bid or alters its prices during the period of bid validity specified by the Bidder on the Bid Form, or
 - ii) Offers post Bid rebates, revisions or deviations in quoted prices and / or conditions or any such offers which will give a benefit to the Bidder over others will not only be rejected outright but the original Bid itself will get disqualified on this account and the Bidder's BID SECURITY will be forfeited.
 - B. In the case of a successful Bidder, if the Bidder fails:
 - i) To sign the contract in accordance with Clause No.30
 - ii) To furnish performance security in accordance with Clause No.31
 - j. In cases where the Bid Cover Contains superscription of having furnished Bid Security by way of DD/BG but if the same is not found within, such Bids will be rejected and bidder will run the risk of being banned.
- Note: -The bidder shall furnish required Bid Security amount and validity (The validity of the bank guarantee shall be up to bid validity +45 days from the date of tender opening) as per specification. If the bidder fails to furnish bid security amount and bid validity as stipulated in the specification, such tender bid will not be considered for further evaluation**
- k. No interest will be paid by the Customers on the Bid Security deposited.
 - l. If the lowest bidder backs out at the time of agreement, penalty of forfeiture of EMD will be imposed and business of the agency will be suspended for one year with all the Departments in Telangana.

14. ALTERNATIVE PROPOSALS BY BIDDERS

Bidder shall submit offers that comply exactly with the requirements of the bidding documents, including the basic technical design as indicated in the drawings and specifications. **Alternative offers with any conditions will not be considered.**

15. FORMAT AND SIGNING OF PRICE BID

The Bidder shall furnish information as described in the form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to the Bid and to contract execution if the Bidder is awarded the contract.

D. SUBMISSION OF BIDS

16. Submission, Sealing and Marking of Bids.

16.1 The Bidders are requested to submit their bid in two parts as under:

i) The Part – I consists the following documents

S. No.	Document Type	Document Format
Fee Details (In sealed cover-1)		
1	Earnest Money Deposit	Demand draft/Bank Guarantee/Valid exemption certificate
Pre-Qualification Documents (In sealed cover-1)		
1.	Eligibility Criteria References	As per format given in Annexure II
2.	Bidder's Authorization Certificate	As per format given in Annexure III
3.	Self-declaration – no blacklisting	As per format given in Annexure IV
4.	All the documents mentioned in the "Eligibility Criteria" in support of the eligibility.	Requisite supporting documents meeting eligibility criteria as specified in Section-I
Technical Bid Documents ((In sealed cover-1)		
1.	Technical Proposal Submission form	On Bidder's original letter head and as per format provided in Annexure I-A and duly signed by authorized signatory as per Annexure III
2.	Bidder's organization Profile	Brief organization profile of the Bidder
3.	Firm's references to showcase relevant experience along with necessary proofs and credentials	As per Annexure I-B
4.	Details of Team composition, qualification and experience	As per Annexure I-C
5.	Signed and latest CVs of proposed Bidders format	As per Annexure I-D

ii) The Part-II : Price Bid – containing Prices

- iii) The Part-I of tender should be furnished in a sealed cover super scribing tender enquiry number, name of material, name of the bidder and date of tender opening. The Technical Bid and Price Bid(Commercial Bid) shall be quoted separately. Quoted price should not be mentioned anywhere (in any format) in the Technical Bid(Both Online or Offline).
The Technical bid shall be submitted in online & Offline.
The Price bids shall be submitted online only in commercial stage.
- iv) Part-I of the bid will be opened on the due date of tender opening. In case the bidders have been granted Bid Security exemption, documentary evidence for the same must be furnished. The firms whose Bid Security is not received as specified in the tender document, the price bids will not be opened and their bids will be rejected summarily.
- v) The price bids of only those bidders whose technical bids, on examination, are determined to be technically and commercially acceptable and meeting the specified Qualification Criteria will be opened at a later date.

Sealing and Marking of Bids

16.2 The Bidder shall seal the original in separate envelope, duly marking envelope as "ORIGINAL".

16.3 The inner and outer envelopes will:

Be addressed to the Employer (TSSPDCL).

16.4 The sealed cover as well as the outer envelope should be super scribed as follows:

- a. Bid Enquiry No.
- b. Payment of Bid Security
 - i) If paid, give details: D.D. No. Date:
 - ii) If not paid or exempted, give details.
- c. Whether 120 days validity offered.....YES / NO
- d. Whether the quotation is made accepting Payment terms clause YES/NO
- e. Whether the bid is quoted in two parts (clause 21.1).... (YES/NO)

- 16.5 Bids not super scribed as above are liable to be rejected.
- 16.6 The Bidder shall invariably complete the Bid in full. Details to be furnished by the bidder and Schedule of Prices attached to the specification and enclose the same to the bid without fail.
- 16.7 The bids shall be in bound volumes (With the documents in the volume not detachable). All pages of the bid except in-amended printed literature shall be initiated by the person/persons signing the bid. The page number shall be referred in Index. All pages including literature, type test reports of the bid shall be numbered and the page numbers shall be continuous. Soft copy of the technical and commercial bids and designs with drawings shall be given in Floppy disc/ CD also. Summary sheet in the given format on the top of the bid duly signed and sealed by the bidder.
- 16.8 The time of actual receipt in the office only will count for the acceptance of the bid and either the date of bid, date stamp of post office or date stamp of any other office will not count. The TSSPDCL will not be responsible for any postal or any other transit delays.
- 16.9 Telegraphic quotations will not be entertained under any circumstances. Clarification, amplifications, and/or any other correspondence from the Bidder subsequent to the opening of bid will not be entertained. The Bidders are advised to ensure that their bids are sent in complete shape at the first instance itself.
- 16.10 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- 16.11 If the outer envelope is not sealed and marked as required above, the Employer will assume no responsibility for the bid's misplacement or premature opening.

17. Deadline for Submission of Bids.

- 17.1 Bids together with modifications if any, or other withdrawals must be received by the Employer not later than the deadline for submission of bids specified in the Salient features of the Bid.
- 17.2 The Employer may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in which case all rights and obligations of the Employer and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Bids

- 18.1 Any bid received by the Employer after the deadline for submission of bids prescribed by the Employer will be rejected and returned unopened to the Bidder.

18.2 Modification and Withdrawal of Bids.

The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Employer prior to the deadline prescribed for submission of bids.

The Bidder's modification or withdrawal notice will be prepared, sealed, marked, and dispatched. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids. No bid may be modified after the deadline for submission of bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified. Withdrawal of a bid during this interval may result in the forfeiture of its Bid Security.

E. BID OPENING AND EVALUATION

19. BID OPENING

The Employer will open all the Technical Bids received in time. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Technical Bids will be opened at the appointed time and location on the next working day and evaluation of the Technical bid will be taken up.

19.1 Bid Evaluation Methodology and Selection of Projects

19.2 Bid Evaluation Methodology

The evaluation process comprises the following two steps:

- A. 1st Step – Prequalification (PQ)
- B. 2st Step – Technical evaluation
- C. 3rd Step – Financial Bid evaluation

A. 1st step: – Prequalification (PQ)

The Bidder shall submit the EMD in a separate Envelope. The same shall be submitted to the Authorised Representative before the Bid Deadline.

The Bidder shall submit original documents pertaining to EMD. Bids not accompanied by EMD as per the terms of the RFP shall be summarily rejected and no further evaluation will be carried out in respect of such Bids/Bidders

Any of the following conditions shall cause the Bid to be “Non-responsive”:

- i) Non submission of EMD in acceptable form/amount along with the response to RFP
- ii) Bids not received by the Bid Deadline.

B. 2nd step: – Technical Bid Evaluation

The Employer will open all the Technical Bids received in time. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Technical Bids will be opened at the appointed time and location on the next working day and evaluation of the Technical bid will be taken up.

C. 3rd Step – Financial Bid evaluation

The Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of qualified in accordance with the provisions of section 1.

20. PROCESS TO BE CONFIDENTIAL

Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer’s processing of Bids or award decisions may result in the rejection of his Bid.

21. CLARIFICATION OF BIDS

- 21.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the responses shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.
- 21.2 Subject to above, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bidding opening to the time of the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.
- 21.3 Any effort by the Bidder to influence the Employer in the Employer’s bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder’s bid.

22. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 22.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined under this section (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents.
- 22.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or

reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract, or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

- 22.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

23 VALUATION AND COMPARISON OF BIDS

- 23.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive.
- 23.2 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variation, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.
- 23.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth under this Section be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

24 Conflict of Interest

- I. TSSPDCL considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties responsibilities, contractual obligations, or compliance with applicable laws and regulations. In pursuance of TSSPDCL's procurement ethics, the bidders, Bidders, and contractor under contracts, observe the highest standard of ethics, TSSPDCL will take appropriate actions against the bidder, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all bidders found to have a conflict of interest shall be disqualified.
- II. It may be considered to be in a conflict of interest with one or more parties in the bidding process if
 - a) They have controlling shareholders in common; or
 - b) It receives or have received any direct or indirect subsidy from any of them; or
 - c) They have the same legal representative for purposes of the Bid; or
 - d) They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the tendering authority regarding this bidding process.

25 Disqualification

Tendering authority may at its sole discretion and at any time during the processing of bid, disqualify any bidder /bid from the bid process if the bidder:-

- a. Has not submitted the bid in accordance with the bidding document.
- b. Does not meet the minimum eligibility criteria as mentioned in the bidding document.
- c. During validity of the bid or its extended period, if any, increases his quoted prices.
- d. Has imposed conditions in his bid.

- e. Has made misleading or false representations in the forms, statements and attachments
- f. submitted in proof of the eligibility requirements.
- g. Has submitted the bid after due date and time.
- h. Has offered lesser number of resources than that is required for a service category.
- i. Is found to have a record of poor performance such as a abandoning work, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
- j. Has submitted bid which is not accompanied by required documentation and EMD.
- k. Has failed to provide clarifications related thereto, when sought.
- l. Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including for feature of the EMD.
- m. Who is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification shall be disqualified from the process at any stage.

26. Evaluation of Financial Bids

The Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of qualified in accordance with the provisions of section 1.

27. Negotiations

- a. As a general rule, negotiations after opening of bids would be discouraged. However, negotiations may be under taken in exceptional circumstances, such as when the quoted rates have wide variations and are much higher than the market rates prevailing at the time of opening of bids.
- b. Negotiations shall not make original offer of the bidder ineffective.
- c. In case the lowest/best bidder does not reduce his rates in response to negotiations or the rates so reduced are still considered to be higher, the tendering authority may decide to make a written counter offer to the lowest/best bidder. If the lowest/best bidder does not accept the counter offer given by the tendering authority, the tendering authority may recommend for rejection of the bid or may repeat the process to make the same counter offer to second lowest/best bidder and soon to third, fourth lowest/best bidder, etc. till any bidder accepts it.

F. AWARD OF CONTRACT

28. AWARD CRITERIA

- 28.1 The Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible and (b) qualified.

29. EMPLOYER’S RIGHT TO ACCEPT OR REJECT ANY BID / ALL BIDS

The Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer’s action.

30. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 30.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of Bid validity period by writing or by e-mail by registered letter. This letter (hereinafter in the Conditions of Contract called the “**Letter of Acceptance**”) will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the “**Contract Price**”).
- 30.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Security to the Customers.

- 30.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder. The agreement will be signed by the successful bidder and the Customer authorized Signatory **within 28 days** after receipt of the Letter of Acceptance (Notification of Award) by the successful Bidder.
- 30.4 The successful Bidder must produce GSTIN (Goods and Service Tax Identification Number) before the issue of Letter of Acceptance

31 PERFORMANCE SECURITY

- 31.1 Within **21 days** of receipt of the Letter of Acceptance, the Successful Bidder shall deliver to the Customers, a Performance Security in any of the forms given below for an amount equivalent to **5% of the Contract price** of General Conditions of Contract.

Bank Guarantee in the form given in Section -2 in favor of Chief General Manager/IT, of Customer (TSSPDCL), which should be valid up to a period till 28 days beyond completion of intended date of completion of contract (4 months)+28 days..

(Or)

Bank Draft, in favor of Pay Officer, TSSPDCL, payable at Customer Headquarters (Hyderabad) drawn on any Nationalized / Scheduled Bank.

- 31.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued by Nationalized / Scheduled Indian Bank and acceptable to the Employer.
- 31.3 Failure of the successful Bidder to comply with the requirements under this Section shall constitute sufficient grounds sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

32. CORRUPT OR FRAUDULENT PRACTICES

- 32.1 Employer expects that Bidders / Bidders / Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In Pursuance of this policy, the Employer:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “**Corrupt practice**” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution, and
 - (ii) “**Fraudulent Practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, 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 Employer of the benefits of free and open competition.
 - (iii) Will reject a proposal for award if it is determined that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
 - (iv) Will declare a firm ineligible, either indefinitely or for a stated period of time, if Employer at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing any Customer contract.

- 32.2 Furthermore, Bidders shall be aware of the provision stated in above Clauses and Sub-Clause of the General Conditions of Contract.

33. Monitoring of Contract

- a. The bidder shall ensure that the required Man power as per the contract is deployed.
- b. If delay in providing the desired quality of people is observed a performance notice would be given to the selected bidder to speed up the deployment process.

- c. Any Change in the constitution of the firm, etc. Shall be notified forth with by the Contract or in writing to the tendering authority and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- d. No new business partner/partners shall be accepted in the firm by the selected bidder in Respect of the contract unless he/they agree to abide by all its terms, conditions and Deposits with the tendering authority through a written agreement to this effect. The bidder's receipt for acknowledge mentor that of any partners subsequently accepted as above shall be in the all of them and will be sufficient discharge of or any of the purpose of the contract.
- e. The selected vendor shall not assign or let this contract or any substantial part thereof to any other agency without the permission of tendering authority except the one with whom the Bidder has collaborated or the purpose of execution of the project.

34. Right to Vary Number of Resources

- a. At the time the Contract is awarded, the number of people originally specified in the bidding document may be increased or decreased, provided this change does not exceed the limits/ceilings of minimum and maximum quantity as specified in S.No. II below.
- b. Unless otherwise specified in the bidding document, if the order is placed up to 25% in excess of the number of people required, the bidder shall be bound to meet the required number without any change in the rates quoted or other terms and conditions of the bid and the bidding document.
- c. Enhancement of the agreement value also may be made by TSSPDCL with the rates and conditions given in the entered agreement depending services required has to be enhanced as per the requirement of the utility. The terms & conditions applicable on the new people thus engaged will remain the same as those for the people engaged earlier.
- d. If the tendering authority does not engage of the selected person/s or engages less number of people than the quantity indicated in the tender, the bidder shall not be entitled to claim any compensation and corresponding rate of designated service category/ person shall not be payable.

35. Responsibilities of the Man Power of selected bidder

- a. The deployed manpower of the Bidder will maintain office decorum. They will be courteous, polite and cooperative.
- b. The deployed manpower will adhere to the office timings of the Employer and follow all rules, regulations and policies as decided by the Customers.
- c. The deployed manpower Bidder will be responsible for any damage to equipments, property and third party liabilities caused by their act since the premise of the Customers. They will use all equipment only for the purpose of carrying out their legitimate business of the Customers and will not put to any other use. For any damages, the extent of damage as decided by the Customers will be final.
- d. The vendor will need to possess multi-dimensional capability to adequately meet the requirement of the contract/ award;
- e. The vendor & its designated man power will need to be able to work efficiently with senior management and officers of Customers;
- f. The vendor will bring proven knowledge and experience of handling project monitoring and efficiency improvement assignments.
- g. The vendor and its designated man power shall bring their own laptops and data card for carrying out their activities.

36. Recoveries from vendor

- a. Recovery of liquidated damages and penalties shall be made from bills and/or the first available opportunity.
- b. The Employer shall withhold amount to the extent of non-deployment of resources or non-performance of services until all the contractual service agreements are met satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with the Company.
- c. The balance, if any, shall be demanded from the Bidder and when recovery is not possible, the Employer shall take recourse to law in force.

SECTION-III

GENERAL TERMS & CONDITIONS

GENERAL

1. DEFINITIONS

Terms, which are defined in the Contract Data, are not defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

Bill of Quantities means the prices and completed Bill of Quantities forming part of the Bid.

Completion Date means the date of completion of the Works as certified by the Engineer.

Contractor means the bidder or corporate body whose bid to carry out the works has been accepted by the employer.

Contract means the contract between the Employer and the Contractor, the terms and conditions of which have been incorporated in the agreement to be executed between the two parties, to execute, complete and maintain the Works.

Contract Data defines the documents and other information which comprise the bid accepted by the Employer.

Contractor's Bid means the completed Bidding document submitted by the Contractor to the Employer consisting of Technical bid and Price bid.

Contract Price means the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; **months** are calendar months.

Defect is any part of the works not completed in accordance with the contract.

Defects Liability Period is the period named in the Contract Data and calculated from the Completion Date.

Employer means the party who will employ the Contractor to carry out the works.

Engineer means the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer) who is responsible for supervising the Contract, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time, and valuing the Compensation Events.

Equipment means the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

Initial Contact Price means the Contract Price listed in the Employer's Letter of Acceptance.

Intended Completion Date means the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

Site is the area defined as such in the Contract Data.

Site Investigation Reports are those which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

Start Date is given in the Contract Data and is the date of receipt of the Letter of Acceptance by the contractor.

Subcontractor means a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor, which are needed for construction or installation of the Works.

Variation is an instruction given by the Engineer, which varies the Works.

The Works are what the Contract requires the Contractor to construct, install and turn over to the Employer, as defined in the Contract Data.

2 Extension in Delivery Period and Liquidated Damages (LD)

- a) Except as provided under clause “Force Majeure”, if the Bidder fails to deploy the requisite manpower and providing of requisite services within the period specified in the Contract, the Employer may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the conditions of the Contract Price for each week or part thereof of delay until actual deployment of the manpower and providing of requisite services, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Employer may terminate the Contract pursuant to clause “Termination”.
- b) The time specified for services in the RFP bid document shall be deemed to be the essence of the contract and the successful Bidder shall arrange manpower for deployment within the specified period.
- c) The service provider shall request in writing giving reasons for extending the deployment period of manpower and providing requisite services if he finds himself unable to arrange requirement of award within the stipulated delivery period. This request shall be submitted as soon as a hindrance occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of deployment schedule after which such request shall not be entertained.
- d) The justification of causes of hindrance in the execution of award will be examined and the period of delay occurred due to that and recommends the competent authority on the period of extension which would be granted with or without liquidated damages.
- e) Normally, extension in deployment of manpower in following circumstances may be considered without liquidated damages:
 - When delay has occurred due to occurrence of some unfortunate event to any of the selected manpower
 - When delay has occurred due to resignation of the selected manpower or accident or demise etc.
- f) It shall be at the discretion of the concerned authority to accept or not to accept the selected bidder after the expiry of the stipulated deployment period, if no formal extension in completion period has been applied and granted. The competent authority shall have right to cancel the contract with on the basis of contractual obligations not met.
- g) For any delay in project implementation, the liquidated damages shall be imposed at the rate of 0.5% per week, subject to a maximum of 5% of the total value of the contract.

3. Limitation of Liability

Except in cases of gross negligence or willful misconduct: -

- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Bidder to pay liquidated damages to the Employer; and

- b) The aggregate liability of the Bidder to the Employer, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to any obligation of the Bidder to indemnify the Employer with respect to patent infringement.

4. Change in Laws & Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Telangana / India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Deployment Date and/ or the Contract Price, then such Deployment Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the BIDDER has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with clause “Contract Price”.

5. Force Majeure

- a) The vendor shall not be liable for forfeiture of its Performance Security deposit, liquidated damages, or termination for default if and to the extent that it is delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this clause, “Force Majeure” means an event or situation beyond the control of the Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the vendor. Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the contractor shall promptly notify the department in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by Customer the contractor shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the Customer, the Customer may take the case with the contractor on similar lines.

6. Change Orders and Contract Amendments

- a) The Employer may at anytime order the Bidder/ selected vendor through Notice in accordance with clause “Notices” above, to make changes within the general scope of the Contract if this becomes necessary.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the selected bidder’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery of Bidder and the Contract shall accordingly be amended. Any claims by the selected vendor for adjustment under this clause must be asserted within thirty (30) days from the date of the selected BIDDER receipt of the Employer’s change order.
- c) Prices to be charged by the selected vendor for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the selected BIDDER for similar services.

7. TERMINATION

7.1 Termination for Default

- i. The tender sanctioning authority of the Customer may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, terminate the contract in whole or in part: -
 - a. If the contractor has provided or replaced resources inferior to that which were selected at the time of bidding even after being provided sufficient time to fulfill its obligations.
 - b. If the contractor fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - c. If the contractor, in the judgment of the Employer has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - d. If the contractor commits breach of any condition of the contract.
- ii. If the respective Customer, terminates the contract in whole or in part then amount of performance security deposit (PSD) and due payments, if any, will be forfeited.
- iii. Before cancelling a contract and taking further action ,advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

7.2 Termination for Insolvency

The respective Customer may at any time terminate the Contract by giving Notice to the BIDDER if the BIDDER becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Customer.

7.3 Termination for Convenience

- i. The Customer may, by Notice sent to the BIDDER, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Employer's convenience, the extent to which performance of the Bidder under the Contract is terminated ,and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the BIDDER may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

8. Settlement of Disputes

- 8.1 If any dispute or difference of any kind whatsoever will arise between the Employer and the Bidder in connection with or arising out of the Contract, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation.
- 8.2 If, after thirty (30) days the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Employer or the Bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 8.3 Any dispute of difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause will be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Materials /equipment under the Contract.
- 8.4 Arbitration proceedings will be conducted in accordance with the following rules of procedure. The dispute resolution mechanism will be as follows:
 - a. In the case of a dispute or difference arising between the Employer and a Bidder relating to any matter arising out of or connected with this agreement, such dispute or difference will be settled in accordance with the Arbitration and

Conciliation Act, 1996. The Arbitral Tribunal will consist of three Arbitrators one each to be appointed by the Employer and the Bidder the Third Arbitrator will be chosen by the two Arbitrators so appointed by the parties and will act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator will be appointed by The Institution of Engineers (India).

- b. If one of the Parties fails to appoint its Arbitrator in pursuance of Sub-Clause (a) within 30 days after receipt of the notice of the appointment of its Arbitrator by The Institution of Engineers (India), will appoint the Arbitrator. A certified copy of the order of the Institution of Engineers (India), making such an appointment will be furnished to each to the parties.
- c. Arbitration Proceedings will be held at Employer's Headquarters, and the language of the Arbitration Proceedings and that of all documents and communication between the parties will be English.
- d. The decision of the majority of Arbitrators will be final and binding upon both parties. The cost and expenses of Arbitration Proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc., of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf will be borne by each party itself.
- e. Where the value of the Contract is Rs. One Crore and below, the disputes or differences arising will be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely The Institution of Engineers (India).

8.5 Notwithstanding any reference to arbitration herein,

The parties will continue to perform their respective obligations under the Contract unless they otherwise agree; and

The Employer will pay the Bidder any monies due the Bidder.

9. Jurisdiction

All and any disputes or differences arising out of or touching this contract will be decided by the Courts or Tribunals situated in Employer's Headquarters only. No suit or other legal proceedings will be instituted elsewhere.

10. Notices

- 10.1 Any notice given by one party to the other pursuant to this Contract will be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address.
- 10.2 A notice will be effective when delivered or on the notice's effective date, whichever is later.

SECTION-IV
QUALIFICATION REQUIREMENTS

1. The Bidder should be a company/firm registered in India with at least five (5) years experience of providing IT Security Audit. Documentary evidence should be produced in support of experience
2. The Bidder must have done at least three Security Audit assignments (Application Security Audit and VAPT) of which at least one should be Application Security Audit in last three years. Documentary evidence should be produced in support of audit assignments.
3. The Bidder should be CERT-In (Computer Emergency Response Team - India) empanelled Agency (Year-2021) with at least three professionals. Out of three professionals, any of two should have CISA/CISM/CISSP/CEH certifications. Bidder should produce documentary evidence of the certifications.
4. The Bidder or Consortium Partner should not be blacklisted by any institution in India or abroad. (Self-declaration to be provided).
5. The bidder must have annual turnover of not less than Rs.1 Crores in each of past three financial years (2017-18, 2018-19, 2019-20) with a positive net worth. Financial Turnover certified by CA, as per latest RBI guidelines, is to be submitted.

SECTION-V
SCOPE OF WORK

This audit is aimed at identifying the gaps & at arresting all possible vulnerabilities existing in the IT Network/Hardware & IT Applications of the Data Center, SCADA and Call Center of TSSPDCL. The scope of work includes the following;

- 1 Security consultant has to perform VAPT (Vulnerability Assessment and Penetration Testing) of IT Systems and Security Audit of TSSPDCL's online applications including its websites, from internal and external perspective. The results should clearly articulate security issues and recommendations.
- 2 Detailed Study of the existing IT Infrastructure at TSSPDCL Data Center, SCADA and Call Center, has to be done and identify the probable threats facing organization's information assets. A detailed report along with recommendations on the Security infrastructure to be provided is to be submitted.
- 3 Necessary assistance & guidance to be provided by the Auditor for closure of the gaps and identified vulnerabilities in all the audited IT Systems. After closure of all the gaps, vulnerability checks have to be re-conducted to ascertain the closure of all the vulnerabilities in the TSSPDCL IT Systems and final Individual Audit Compliance Certificates to be submitted for all the audited IT Applications and Systems
- 4 The List of Software Applications proposed for Security Audit to examine the security risks (like Data Security, SQL Injection, XSS Scripting, DOS attacks, Access rights & violations, Back-end modification etc.,) along with risk report, suggestive actions and certifications, are as below;

Sl. No	IT Applications
1.	<u>Online Applications</u> : Website , CSC, HT Billing, EBS, CCC, HTCSC, SAS, Legal, MATS, Medical, OMS, SCADA, etc.
2.	<u>Mobile Application</u> : TSSPDCL Mobile App in Android & iOS.

- 5 The list of existing Assets proposed for VAPT are as below;

<u>IT Hardware</u>			
Sl. No.	Asset Type	No. of items	Location
1	Servers-Windows (Physical or Virtual)	10	Data Center, SCADA and Call Center Hyderabad
2	Servers-Linux (Virtual/ Physical)	23	
3	Servers-Desktops and Other Devices	10	
4	Database-Backup Management	2	
5	Database-RAC	3	
<u>Network Devices</u>			
8	Network-Firewall	3	Data Center and Call Center Hyderabad
9	Network-IPs (Public)	15	
10	Network-Load Balancer	2	
11	Network-Routers	5	
12	Wi-Fi Router	1	
13	Network-Switches	14	
14	Proxy Server	1	

Note: The list mentioned in points 3 & 4 above, are only indicative figures. Actuals may vary.

6 The VAPT assessment shall involve the following -

5.1 Vulnerability Assessment:

- a. Identification of potential vulnerabilities & suggest remedies.
- b. Identification of ports and services running on them & provide suitable solutions.
- c. Systems and OS fingerprinting.
- d. Application version specific vulnerabilities and suggest best practices.
- e. Review of Business process
- f. Resource utilization of servers & applications

5.2 Penetration Testing:

- a. Exploiting identified vulnerabilities ensuring that no loss of data occurs due to such penetration testing.
- b. Password strength service testing.
- c. Mitigation plan for patching the exploited vulnerabilities.

5.3 Server Assessment

- a. Data security for each server/equipment.
- b. Logical access controls for each Server/equipment.
- c. Operating system review including vulnerability Assessment for each equipment.

5.4 Network Architecture:

- a. Review of TSSPDCL Network Architecture along with Modification Recommendations based on Standard practices.
- b. Review & suggest a topography of the network architecture to avoid attacks of external/internal intruders on network.
- c. Review & suggest the network segregation into various trusted/untrusted /DMZ zones
- d. Review of entry and exit points of the TSSPDCL network along with the security measures implemented on the same.
- etc.

7 **Non-Disclosure Clause:** The selected bidder will have to maintain secrecy of the knowledge & procedure acquired through the audit process of TSSPDCL.

8 **Deliverables:**

- a. Executive summary and detailed audit report on the core findings and Risk Analysis of the IT System of TSSPDCL
- b. Detailed Analysis report on security assessment along with corrective measures and suggestions.
- c. Detailed Vulnerability assessment report with risk categorisation (High, Medium, Low) and the step by step remediation plan to patch the identified vulnerabilities.
- d. Penetration Testing Report with exploited vulnerabilities and PoC along with the remedies.
- e. Configuration review report of network devices and recommendations to patch the identified vulnerabilities is to be submitted
- f. A detailed report along with recommendations on the Security infrastructure and license subscriptions needed for a secured IT setup, as per the latest technology, is to be submitted.
- g. Individual Audit Compliance Certificates to be provided for all the audited IT Applications and Systems, after closure of all the gaps and vulnerabilities in the TSSPDCL IT Systems.

SECTION-VI

PAYMENT & PENALTY

6.1 Fees and Payment Terms

1. The Payment shall be made against achievement of milestones as per the following payment schedule;

S.No.	Phase	Amount to be paid (in % of Contract value)
1.	Completion of VAPT & Security Audit of all IT Applications as per the scope given and submission of initial report	70%
2.	Submission of Final Closure report and certifications	30%

2. The vendor shall raise invoices for services rendered in triplicate as per payment schedule to the respective controlling officers, who will forward the bills to the paying authority through the Chief General Manager/IT after due authentication and certification, for effective payment. The payment for above work will be made by Pay Officer, of respective Customers after verification of the bills by the CGM(IT) designated for the purpose.
3. Necessary statutory deductions, as applicable, are to be made against each phase of payment. However, any delay in payment will not entitle the contractor for any compensation or form ground for extension in delivery period without liquidated damages.
4. The currency or currencies in which payments shall be made to the vendor under this Contract shall be Indian Rupees (INR) only.
5. All remittance charges will be borne by the selected bidder.
6. In case of disputes, 20% of the amount shall be withheld and will be paid only after settlement of the dispute.
7. Payment schedule for the bid will be on Pro rata basis after the computation and deduction of all applicable penalties.
8. If any mentioned work is not required to be executed, due to any reason whatsoever: the proportionate cost of the contract fee may be deducted on pro-rata basis, as may be mutually agreed between the Employer and bidder.
9. Extension of period of assignment: Extension of time schedule as referred in Scope of Works, above may be considered. In case the project work is extended beyond the contract period in the event of delay(s) not attributable to the Bidder, respective Customer may consider for payment of contract fee on mutually agreed terms.

6.2 Penalty Clause

1. Penalty for delay in project implementation:
For any delay in project implementation, the liquidated damages shall be imposed at the rate of 0.5% per week, subject to a maximum of 5% of the total value of the contract.
2. Penalty would be deducted from the applicable payments. All applicable penalties will be in addition to liquidated damages.

6.3 TERMINATION CLAUSE.

The Customer reserves the right to terminate this contract at any point of time without assigning any reasons thereof.

Section-VII

FORMS & ANNEXURES

TECHNICAL PROPOSAL-STANDARD FORMS

Annexure I: Technical Bid Proposal Format:

Annexure I-A: Technical Proposal submission forms

Annexure I-B: Firm's references.

Annexure I-C: Team composition and task assignments.

Annexure I-D: Format of Curriculum Vitae of proposed key professional staff.

Annexure II: Eligibility Criteria references

Annexure III: Bidders Authorization Certificate

Annexure IV: Self-Declaration- No Blacklisting

Annexure V: Financial Proposal- Standard Forms

Annexure V-A: Financial Proposal Submission Letter

Annexure V-B: Financial Bid Format

Annexure VI: Pre-Bid Queries Format

Annexure VII: Draft Agreement Format

Annexure VIII: Bid Security Form

Annexure IX: Performance Security Bank Guarantee

Annexure X: Details to be furnished by the Bidder

Annexure I:

Technical Bid Proposal Format:

S.No	Item Description	UoM	Qty	Compliance Yes/No
1	Security Audit of IT Applications in TSSPDCL viz. Website , CSC, HT Billing, EBS, CCC, HTCSC, SAS, Legal, MATS, Medical, OMS, SCADA along with report generation and certification.	LS	1	
2	Security Audit of TSSPDCL Mobile Apps in Android & iOS, along with report generation and certification.	LS	1	
3.	VAPT of IT Critical Infrastructure as listed in the Scope of work(Section-V) along with necessary reports and solution document	LS	1	

Annexure I-A:

TECHNICAL PROPOSAL SUBMISSION FORM

(on company's letterhead)

FROM: (Name of Firm)

[Location, Date]

To:

**Chief General Manager/IT,
1st Floor, Corporate Office,
Mint Compound,
HYDERABAD**

Reference: NIT No. _____: Dated: _____

Subject: Security Audit for IT Systems at Data Center and Call Center of TSSPDCL, at Hyderabad.

Dear Sir/ Madam,

We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed services. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

AnnexureI-B:

FIRM'S REFERENCES

1. Bidders shall submit details of their experiences in following table in regard to scope of work and eligibility criteria of this RFP.

Sl. No.	Name of utility where Assignment executed	Name of assignment	Scope of work of assignment details	Location of assignments	Duration of the assignments	Value of Works executing/executed
	1	2	3	4	5	6

PLACE:

SIGNATURE OF AUTHORISED
SIGNATORY (BIDDER)

DATE:

NAME IN FULL
DESIGNATION /
STATUS IN THE FIRM
ADDRESS OF BIDDER

COMPANY SEAL

AnnexureI- C:

TEAM COMPOSITION AND TASK ASSIGNMENTS

List of Proposed Professionals:

Sl. No.	Name	Proposed role	Qualification	Experience	Reference page no of complete details in document
1.					
2.					
3.					
4.					
5.					

Signature: _____

(Authorized Representative)

Full Name: _____

Title: _____

Name of Firm _____

Address: _____

Annexure I- D:

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm/Entity:

Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____ **Date:** _____

[Signature of staff member and authorized representative of the Firm] Day/Month/Year

Full name of staff member: _____

Signature: _____
(Authorized Representative)
Full Name: _____
Title: _____
Name of Firm _____

Annexure II**ELIGIBILITY CRITERIA REFERENCES**

(To be enclosed with the technical bid)

1. Turnover of the Bidder

Name of the Bidder	Turnover of the Bidder		
	2017-18	2018-19	2019-20

Certified Copies of audited Balance sheets with Profit & Loss account statement for last 3 years must be enclosed along with the bid.

PLACE:
SIGNATORY (BIDDER)
DATE:
COMPANY SEAL

SIGNATURE OF AUTHORISED

NAME IN FULL
DESIGNATION /
STATUS IN THE FIRM
ADDRESS OF BIDDER

Networth

Name of the Bidder	Networth of the Bidder		
	2017-18	2018-19	2019-20

Certified Copies of audited Balance sheets with Profit & Loss account statement for last 3 years must be enclosed along with the bid.

PLACE:
SIGNATORY (BIDDER)
DATE:
COMPANY SEAL

SIGNATURE OF AUTHORISED

NAME IN FULL
DESIGNATION /
STATUS IN THE FIRM
ADDRESS OF BIDDER

1. Other Enclosures

Sl. No	Qualification Requirements	Details of qualifying parameters	Reference (pageno)
1	The Bidder must be a company registered under the Companies Act, 1956 or a partnership firm Registered under Partnership Act or a Proprietorship	Self-attested copy of the Certificate of Incorporation, Registration Certificate and Certificate of Commencement of Business	
2	The bidder should be registered with the GST department	GST registration certificate Income Tax registration Certificate/Pan Card	
3	The Bidder would deposit Earnest money along with the Technical bid.	Details Banker's Cheque/DD No: Bank & Branch: Date: OR Bank guarantee No.: Date: Bank & branch	
4	The bidder must submit a letter of authorization from the Company authorizing a person to sign the documents on behalf of the company, submit technical, commercial information and attend meetings on behalf of the company.	Letter of authorization Company's letter head.	
5	The bidder must not have been blacklisted by the Central or any State Government or any of their institutions.	The bidder should provide an undertaking (self-certificate) that The bidder hasn't been blacklisted by the Government or any of their Institutions.	

Signature: _____
(Authorized Representative)
Full Name: _____
Title: _____
Name of Firm _____
Address: _____

Annexure III

BIDDER'S AUTHORIZATION CERTIFICATE
(To be enclosed with the technical bid)

To,
The CGM (IT.),
TSSPDCL,
Hyderabad

<Bidder's Employee Name> _____, <Designation>
_____ is hereby authorized to sign relevant documents on behalf of the
company/ firm in dealing with Bid of reference <Bidder Name, Dept & Date>
_____. He is also authorized to attend meetings & submit pre-
qualification, technical & commercial information as may be required by you in the course
of processing the above said Bid. For the purpose of validation, his/ her verified signatures
are as under.

Thanking you,

Name of the Bidder: -
Authorized Signatory: -
Seal of the Organization: -
Date: _____
Place: _____

Verified Signature:

Annexure IV

SELF-DECLARATION-NO BLACKLISTING

(To be enclosed with the technical bid)

To,
The CGM (IT)
TSSPDCL,
Hyderabad

In response to the Tender Ref No. _____ dated _____
Providing qualified and competent Bidders for "Security Audit for IT Systems at Data Center and Call Center of TSSPDCL, at Hyderabad" or a period of 4 months as an owner/partner/ Director of _____, I/ We hereby declare that presently our Company/ firm _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU.

We further declare that presently our Company/ firm _____ is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

Annexure-V

FINANCIALPROPOSAL-STANDARDFORMS

Annexure V-A: Financial Proposal submission form.

Annexure V-B: Financial Bid Format

Annexure-V-A:

FINANCIAL PROPOSAL SUBMISSION LETTER

(on company's letterhead)

[Location, Date]

FROM: (Name of Firm)

TO:

The CGM (IT)
TSSPDCL,
Hyderabad

Reference: NIT No. _____ : Dated: _____

Subject: Security Audit for IT Systems at Data Center and Call Center of TSSPDCL, at Hyderabad.

Sir/ Madam:

We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the requirements. The quote/ price are exclusive of all costs likely to be incurred for executing this work. The prices are exclusive of all taxes which shall be paid extra, as per applicable law.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bid document.

I / We agree to abide by this bid for a period of 90 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We agree to all the terms & conditions as mentioned in the RFP bid document and submit that we have not submitted any deviations in this regard.

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

We remain,

Yours sincerely,
Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

Annexure-V-B

FINANCIAL BID FORMAT

RFP Bid Document No: CGM/IT/TSSPDCL/HYD/SEC AUDIT/01/2021-22

Financial Offer for Appointment of Agency for "Security Audit for IT Systems at Data Center and Call Center of TSSPDCL, at Hyderabad". [To be submitted in duplicate]

To,
The Chief General Manager /IT,
TSSPDCL, Hyderabad.

SUB: "Security Audit for IT Systems at Data Center and Call Center of TSSPDCL, at Hyderabad".

Dear Sir,

We are submitting our financial offer in duplicate as follows:

Financial Proposal for Security Audit for IT Systems at Data Center and Call Center of TSSPDCL, at Hyderabad

Technical Bid Proposal Format:

S.No	Item Description	UoM	Qty	Unit Rate	Taxes and Duties on total qty.	Total in INR (Incl. taxes And duties)
1	Security Audit of IT Applications in TSSPDCL viz. Website , CSC, HTBilling, EBS, CCC, HTCSC, SAS, Legal, MATS, Medical, OMS, SCADA along with report generation and certification.	LS	1			
2	Security Audit of TSSPDCL Mobile Apps in Android & iOS, along with report generation and certification.	LS	1			
3.	VAPT of IT Critical Infrastructure as listed in the Scope of work(Section-V) along with necessary reports and solution document	LS	1			

Note:

1. The above quantities are arrived based on the data existing, which may vary after surveying by the successful bidder once the order is placed.
2. The quantities mentioned in this financial bid are baseline quantities which are arrived only for evaluation of tender value.
3. The payments will be made as per the actual executed in field, either less or more.
4. The L1 Bidder will be evaluated based on the value arrived on the proposal given for existing and delta charges combined.

Name

Authorized signatory

Annexure-VI

PRE-BID QUERIES FORMAT

Name of the Company/Firm:

Tender Fee Receipt No. _____ Dated _____ for Rs. _____

Name of Person(s) Representing the Company/Firm:

Name of Person	Company Name	Designation	Email-ID(s)	Tel.Nos.

Query/Clarification Sought:

S.No.	RFP Page No.	RFP Clause/Section No.	Clause Details	Query/Suggestion/Clarification

Note: - Queries must be strictly submitted only in the prescribed format (DOC or PDF) through email or printed form at least **one day before the Pre-Bid Meeting**. Queries not submitted in the prescribed format and received after due date will not be considered/ responded at all by the tendering authority.

Annexure-VII
DRAFT AGREEMENTFORMAT

An agreement made this ____ (enter date of Agreement) between (enter your firm's name & address) (here in after called "the approved Bidder", which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and the <TENDERING AUTHORITY> which expression shall, where the contexts admits, be deemed to include his successors in office and assigns of the other part.

Whereas the successful bidder has agreed with the <tendering authority> to provide qualified and competent Bidder to the <tendering authority name and address> at its premises, all those articles set forth in our LOA. _____ Dated _____ appended hereto in the manner set forth in the conditions of the bidding document and contract appended herewith and at the rates set forth in the said order (LOA).

And whereas the successful bidder has deposited a sum of Rs. _____ in the form of Bank Draft No./Banker Cheque/Bank Guarantee No. _____ dated. _____ valid up to _____.

Now these Presents witness:

- 1) In consideration of the payment to be made by the <tendering authority> through cheque/ DD at the rates set forth in the LOA hereto appended the successful bidder will duly provide the said Bidder as set forth in our LOA No. _____ dated ___/ ___/20__ thereof in the manner set forth in the NIT, Tender, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures.
- 2) The NIT, Tender, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures enclosed with the Tender Notice No. _____ dated. ___/ ___/20__ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- 3) Letter Nos. _____ dated _____ received from <bidder name> and letter Nos. _____ Dated _____ issued by the <tendering authority> and appended to this agreement shall also form part of this agreement.
- 4) The <tendering authority> do hereby agree that if the successful bidder shall duly provide the said Bidder in the manner aforesaid to TSSPDCL in the said terms and conditions, the <tendering authority> will through cheque/ DD pay or cause to be paid to the approved service provider at the time and the manner set forth in the said conditions, the amount payable for each and every professional.
- 5) The deployment shall be affected and completed within the period as specified in the LOA.
- 6) In case of extension in the deployment period with liquidated damages, the recovery shall be made on the basis of percentages of value of the service category (as mentioned in the bidding document) which the bidder has failed deploy.
- 7) All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the <tendering authority> and the decision of the <tendering authority> shall be final.

In witness where of the parties here to have set their hands on the ____ day of __ (Year) .

Signature of the Approved
Bidder/bidder

Signature for and on behalf of
<tendering authority>

Designation:
Date:

Designation:
Date:

Witness No.1

Witness No.1

Witness No.2

Witness No.2

Annexure-VIII

BID SECURITY FORM

Whereas. (hereinafter called "the Bidder") has submitted its Bid dated (date of submission of bid) for the supply of.(name and /or description of the Materials / equipment) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE.(name of bank) having our registered office at.(address of bank)(hereinafter called "the Bank"), are bound unto.(name of Employer) (hereinafter called "the Employer") in the sum of for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 20 .

THE CONDITIONS of this obligation are:

1. If the Bidder
 - a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - a) does not accept the correction of errors in accordance with the Bid Specification, or
 2. If the Bidder, having been notified of the acceptance of its bid by the Employer during the period of bid validity;
 - (a) fails or refuses to furnish the performance security, in accordance with the Bid Specification.
 - (b) fails or refuses to execute the Contract Form if required; or
- We undertake to pay the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after(Specification Date) the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.
(Signature of the Bank)

NOTE: This will be executed on a Rs.100/- non-judicial stamp paper issued by any **Nationalized/Scheduled Bank.**

Annexure IX

PERFORMANCE SECURITY BANK GUARANTEE

To,

1. Against contract vide advance acceptance of the Tender covering “Tender/ NIT Reference No. _____ dated _____ and Project Titled” _____” (hereinafter called the said 'contract') entered into between {Department name} (hereinafter called the Employer) and _____ (hereinafter called the Bidder) this is to certify that at the request of the Bidder we _____ Bank Ltd., are holding in trust in favour of the Employer, the amount of Rs _____ (Rupees in words) to indemnify and keep indemnified the Employer against any loss or damage that may be caused to or suffered by the Employer by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/ or in the performance thereof.
2. We agree that the decision of the Employer, whether breach of any of the terms and conditions of the said contract and/ or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Employer shall be final and binding upon us and the amount of the said loss or damage shall be unconditionally paid by us forthwith on demand and without demur to the Employer.
3. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Bidder i.e. 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, notwithstanding the fact that the same is enforced within ten months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by the Employer before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Employer.
4. 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 Employer.
5. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.
6. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

7. We _____ Bank Ltd, further agree that the Employer 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 Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Bidder and to forebear or enforce any of the terms and conditions relating to the 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 Bidder or for any forbearance by the Employer to the said Bidder or for any forbearance and or omission on the part of the Employer 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.

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

WITNESSNO.1

 (Signature)
 Full name and official
 and Address (in legible letters)
 with Bank stamp

Authorised Bank Representative

 (Signature)
 Full name, designation
 Address (in legible letters)

WITNESS NO. 2

 (Signature)
 Full name and official
 Address (in legible letters)

Attorney as per power of
 Attorney No.....
 Dated.....

Annexure-X

DETAILS TO BE FURNISHED BY THE Bidder

1. RFP No.	:	
2. Last date and time for submission of Bid	:	
3. Date and time for opening of Bid	:	
4. State whether Bid security is enclosed	:	
5. State whether the quotation in two parts has been submitted.	:	
6. Whether willing to furnish performance B.G. @ 5% if order is placed	:	
7. Prices whether Firm	:	
8. Financial Turnover certified by CA as per RBI guidelines, as mentioned in Eligibility criteria.		
9. Whether any other tax / duty payable. If so give details and the same is included / not included.	:	
10. State whether TSSPDCL terms of payment are accepted.	:	
11. State whether 120 days validity offered	:	
12. Whether Bid security exemption letter enclosed, if exempted in case of Govt. firms.	:	
13. Firm's references to showcase relevant experience along with necessary proofs and credentials		
14. Details of key personnel proposed to be engaged in the project		
15. Whether Income-tax clearance certificate enclosed.	:	
16. Whether Penalty clause accepted	:	

Place :

Signature of the Bidder :

Date :

Name :

Business address :