

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



REQUEST FOR PROPOSAL

Supply, Installation and Commissioning of Hardware & Software for Implementation of S/4 HANA, in TSSPDCL, Hyderabad, under IPDS Phase –II, IT Enablement Project.

RFP Bid Document No: CGM/IT/TSSPDCL/HYD/ERP/S4 HANA HW/03/2019-20

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

**Phone: 040-23431276 , 1274.
1st Floor, Corporate office,
Mint Compound, Hyderabad-500063.**



e-Procurement Tender Notice:

TSSPDCL intends to take up " **Supply, Installation and Commissioning of Hardware & Software for Implementation of S/4 HANA, in TSSPDCL, Hyderabad, under IPDS Phase -II, IT Enablement Project**", 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.	Supply, Installation and Commissioning of Hardware & Software for Implementation of S/4 HANA, in TSSPDCL, Hyderabad, under IPDS Phase -II, IT Enablement Project	CGM/IT/ TSSPDCL/ HYD/ ERP/S4 HANA HW/03/2019-20	07.03.2020 from 11:00 hrs to 19.03.2020 Up to 17:00 hrs	20.03.2020 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, 1274.

CHIEF GENERAL MANAGER/IT

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

REQUEST FOR PROPOSAL (RFP)

Tender specification No. CGM/IT/TSSPDCL/HYD/ERP/S/4 HANA HW/03/2019-20

1. TSSPDCL invites bids from eligible bidders for "Supply, Installation and Commissioning of Hardware & Software for Implementation of S/4 HANA, in TSSPDCL, Hyderabad, under IPDS Phase -II, IT Enablement Project", as defined in the bid document. The work is being carried out under IPDS Phase-II, IT Enablement Project.
2. Brief description of "the works" is as follows:

Sub-Project No.	Name of the work	Estimated cost (Rs. in Lakh)	Completion Period	Bid security (2%) (Rs. in Lakh)
CGM/IT/ TSSPDCL/ HYD/ERP/ S4 HANA HW/ 03/2019-20	Supply, Installation and Commissioning of Hardware & Software for Implementation of S/4 HANA, in TSSPDCL, Hyderabad, under IPDS Phase -II, IT Enablement Project	700	03 months	14.00

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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 -- from 11:00 hrs to -- Up to 17:00 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/ERP/S/4 HANA HW/03/2019-20****INDEX**

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NOTE:

- 1. Payment terms, Delivery period, Performance Bank Guarantee, Taxes and Duties” should be in line with the terms and conditions of the specification. If any bidder does not meet any one of the conditions, such tender will not be considered. Please note that the conditional offers are also not considered. Hence the bidder shall submit the tender in line with the terms and conditions of the specification.**
- 2. The bidders shall check the website www.tssouthernpower.com, www.eprocurement.telangana.gov.in, and www.tender.telangana.gov.in for amendments, if any, up-to one day prior to the date of tender opening. The amendments shall be binding on the bidders.**
- 3. The purchaser will not be responsible for any damage that may be caused to the samples at any time.**
- 4. The bidder shall furnish required Bid Security amount and validity 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.**
- 5. The prospective bidders shall attend the pre-bid meeting (date and time in NIT) for any queries. The discussed queries shall be submitted in the form of a letter during pre bid meeting or within 24 hrs of pre bid meeting. Any new queries received after pre bid meeting are not liable to be considered.**

Phone: 040-23431276, 1274.

CHIEF GENERAL MANAGER/IT

Notice Inviting Tender (NIT) Details:
RFP Bid Document No: CGM/IT/TSSPDCL/HYD/ERP/S4 HANA HW/03/2019-20

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/ERP/S4HANA HW/03/2019-20
4	Tender Subject	Supply, Installation and Commissioning of Hardware & Software for Implementation of S/4 HANA, in TSSPDCL, Hyderabad, under IPDS Phase -II, IT Enablement Project.
5	Estimate Contract value	Rs. 700.00 Lakhs (Rupees Seven hundred Lakhs only)
5 (a)	Type of quotation	Item-wise Rates (The bidder has to quote as Item- wise rates in Financial bid duly signed)
6	Delivery Schedule	Delivery of materials shall commence within 45 days & complete within 3 months from date of issue of Purchase Order
7	Tender Type	Open
8	Tender Category	Supply, Installation and Commissioning of Hardware & Software for Implementation of S/4 HANA, in TSSPDCL, Hyderabad, under IPDS Phase -II, IT Enablement Project.
9	Bid Security (INR)	Rs. 14 Lakhs (Rupees Fourteen Lakhs only)
10	Bid Security Payable to	In the form of DD in favour of Pay Officer/TSSPDCL/Hyderabad or BG from Nationalized/Scheduled Bank as per format 2(a). The validity of the bank guarantee shall be upto bid validity+45 days from the date of tender opening
11	Schedule Sale opening date	07.03.2020 at 11:00 Hrs.
12	Schedule Sale Closing Date	19.03.2020 at 17:00 Hrs.
13	Bid Submission Closing Date	20.03.2020 at 12:00 Hrs.
14	Bid Submission Mode	Online
15	Technical Bid Opening Date	20.03.2020 at 15:00 Hrs.
16	Price Bid Opening Date (Financial Bid Stage)	25.03.2020 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, 1274
21	Eligibility Criteria	As per Section IV

23	Procedure for Bid Submission	<p>Bids shall be submitted online on www.eprocurement.telangana.gov.in, www.tender.telangana.gov.in platform</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 e- procurement shall submit their technical bids, price bids as per the standard formats available at the e- market place. 4. The bidders should scan and upload the following documents in support of technical bids. The bidders shall sign on all the statements, documents certificates uploaded by him, 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 <u>(or) Alternatively BG from Nationalized/Scheduled Bank as per form-II enclosed</u> <ol style="list-style-type: none"> ii) If exempted give details of Bid Security Exemption in case of Govt. firms. b) Quantity offered c) Proof of manufacturer-SSI, Department of Industries, Govt. of India Enterprise etc d) Manufacturer's authorization form in case of distributors/ dealers. e) The bidder should be registered with the GST department. f) Financial Turnover certified by CA for last 3 years. g) Details of previous supplies along with PO copies and delivery challan copies for qualification requirement as per tender document. h) Performance Certificates issued by Head of Purchasing Authority (as per spec) <ol style="list-style-type: none"> (i)Copies of relevant purchase order copies mentioned in the performance certificates in support of the above. j)Technical Particulars of the product, other relevant documents attached to the bid. k) Duly filled and signed proforma as per Format-A. 5. The rates should be quoted only in financial bid (commercial stage of e-procurement platform) in online only. 6. After uploading the documents, the copies of the uploaded statements, certificates, documents, original Demand Drafts in respect of processing fee and Bid Security (except the Price bid/offer/break-up of taxes) 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 uploaded 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 Bidder 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. 7. The department will not hold any risk and responsibility regulating non-visibility of the scanned and uploaded documents. 8. The Documents that are uploaded online on e-market place will only be considered for Technical Bid Evaluation. 9. Important Notice to Contractors, Suppliers and Department users In the endeavor to bring total automation of processes in e-Procurement, the Govt. has issued orders vide G.O.Ms.No. 13 dated. 5.7.2006 permitting integration of electronic Payment Gateway of ICICI/HDFC Banks with e-procurement platform, which provides a facility to participating suppliers/ contractors to electronically pay the transaction fee online using their credit cards
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24	Rights reserved with the Department	TSSPDCL reserves the right to accept or reject any or all of the tenders received without assigning any reasons therefore. The TSSPDCL also reserves the right to split the tender and place orders on more than one Bidder at its discretion
25	General Terms and Conditions	As per tender documents.

SECTION-II
SAILIENT FEATURES OF THE BID

SUPERSCRPTION ON THE TENDER COVER

Specification No: CGM/IT/TSSPDCL/HYD/ERP/S4 HANA HW/03/2019-20

Work: Supply, Installation and Commissioning of Hardware & Software for Implementation of S/4 HANA, in TSSPDCL, Hyderabad, under IPDS Phase -II, IT Enablement Project.

Officer to whom the bid will be addressed: **CGM/IT, Corporate Office, TSSPDCL, Hyderabad**

Superscription on the bid cover and the outer envelope :

- | | | |
|-----|---|----------------------------|
| a. | Specification No. | : 03/2019-20 |
| b. | Due date and time for online submission | : 20.03.2020 at 12:00 Hrs. |
| c. | Date and time of online opening | : 20.03.2020 at 15:00 Hrs |
| d. | Payment of bid security | |
| i) | If paid give details: DD/BG No. _____ | Dt. _____ for Rs. _____ |
| ii) | If exempted give details | |
| e. | Whether 90 days validity offered | (yes/no). |
| f. | Whether bid is made accepting payment terms Clause.... | (yes/no). |
| g. | Whether delivery is as per delivery schedule indicated.... | (yes/no) |
| h. | Whether the sample (if specified) has been enclosed/sent... | (yes/no) |
| i. | Whether the quotation is in two parts | (Yes/no) |

Content of Bidding Documents:

The materials / equipment required, bidding procedures, and contract terms are prescribed in the bidding documents as listed below:

- a. Notice Inviting Bids.
- b. Salient features of the contract.
- c. Standard General terms and conditions of contract.
- d. Qualification Requirements.
- e. Scope of work
- f. Schedule of BOM
- g. Standard Technical specification.
- h. Annexure I-Sizing sheet
- i. Sample Forms- Annexures :
 - 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
 - AMC cost particulars

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.

Deviations from standard bidding document

- i. General terms and Conditions of Contract
- ii Technical

The above deviations supercede the existing terms of GCC and Technical Specification

CHIEF GENERAL MANAGER IT
TSSPDCL

SECTION – III

GENERAL TERMS AND CONDITIONS OF CONTRACT

A. Introduction:

1. Definitions:

In this Contract, the following terms will be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Materials/equipment" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Materials / equipment, such as transportation and insurance, and any other incidental Services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Terms and Conditions of Contract contained in the section.
- (f) "The Purchaser" means the organization purchasing the Materials / equipment.
- (g) "Vendor or Bidder or Supplier" means the firm supplying the Materials / equipment and Services under this Contract and who has registered with the purchaser for supply of materials/equipment and Services.
- (h) "Day" means calendar day.

2. Applicability

These General Conditions of contract will apply to the extent that they are not superseded by provisions of Salient features of the Bid.

3(a) Standards

The Materials / equipment supplied under this Contract will conform to the Standards mentioned in the Technical specifications, and, when no applicable standard is mentioned, the authoritative standards appropriate to the Materials / equipment' i.e., BIS, such standards will be the latest. All material will be of the best class and will be capable of satisfactory operation under tropical conditions without distortion or deterioration.

3(b) Interchangeability:

All similar materials and removable parts of similar equipment will be interchangeable with each other. A specific confirmation of this should be furnished in the bid.

4. Scope of Work:

The Scope of the Work in brief includes the Supply, Installation and Commissioning of Hardware & Software at Data Center in TSSPDCL, Hyderabad for Implementation of S/4 HANA, under IPDS Phase -II, IT Enablement Project, as per the Technical Specifications at Section-VII.

The detailed Scope of Work is available in Section-V.

5. Eligible Bidders:

The **Manufacturers/authorized dealers** who have registered themselves with department of industries of State/Central Govt. with full manufacturing and testing facilities for supply of the material/equipment listed in Section No. VI of Bid specification.

B. THE BIDDING DOCUMENTS

6. Contents of Bidding Document:

6.1 The Materials / equipment required, bidding procedures, and contract terms are prescribed in the bidding documents as listed below:

1. Notice Inviting Bid
2. Technical Specifications
3. Schedule of Requirements (Delivery Schedule)
4. Bid Form and Price Schedules (online only)
5. Salient Features of the Bid
6. General Terms and Conditions of Contract
7. Qualification Requirements
8. Bid Security
9. Performance Security Form
10. Schedule of Deviations

6.2 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 responsive to the bidding documents in every respect will be at Bidder's risk and may result in the rejection of its bid.

7. Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing, email or fax at the Purchaser's address. The Purchaser will respond in writing to any request for clarification of the bidding documents, which it receives no later than fifteen (15) days prior to the deadline for the submission of bids. Written copies of Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be put on Website of the purchaser or intimated by mail.

8. Amendment to Bidding Documents:

At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

All such amendments also would be made available on the website of TSSPDCL and e-procurement website and such amendments will be binding on the respective Bidders.

In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. PREPARATION OF BIDS

9. Language of Bid:

The bid prepared by the Bidder including all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, will be in English.

10. Cost Associated with Bidding:

The Bidder will bear all costs associated with the preparation and submission of its bid, and the Purchaser, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

11. Bidding Procedure

Documents Constituting the Bid:

The bid submitted by bidder shall be of two parts comprising of, "Technical bid" and "Financial bid" and in the format given in bid document on e-Procurement website.

Technical Bid: Technical bid consists of bid security and qualification information with necessary supporting documents.

Financial bid: "Financial bid should be quoted online only in the **e-Procurement website**.

The bid prepared by the Bidder will comprise the following components:

- i. Bid Security in accordance with Clause No.19.
- ii. A Bid Form and Price Schedule (only for online submission) completed in accordance with Clause No.12 and 13.
- iii. Documentary evidence establishing in accordance with Clause No.18 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- iv. Documentary evidence establishing that the Materials / equipment and ancillary services to be supplied by the Bidder are as per the Technical specification of the bidding documents; and
- v. Tax clearance certificate
- vi. Schedule of Deviations
 - (a) Commercial
 - (b) Technical

All the Schedules will be duly filled but not necessary in the sheets attached to the specification unless full details required in the schedules are furnished the Bids will be liable for rejection.

12. Bid Form:

The Bidder will complete the Bid form and the appropriate Price Schedule (only for online submission) furnished in the bidding documents, indicating the Materials/equipment to be supplied, a brief description of the Materials / equipment, quantity and prices.

13. Bid Prices:

- (a) The prices quoted shall be FIRM. Bids will be called for with prices FADS inclusive of packing and forwarding GST and other legally permissible duties and levies wherever applicable, handling charges to cover the transport by road from destination railway station to site/stores and insurance (transit and storage at site for 45 days).
- (b) Even though composite price is given the break-up for all the duties, taxes, freight, insurance, packing and forwarding etc., shall be furnished.
- (c) It is the responsibility of the Bidder to inform himself of the correct rates of duties and taxes leviable on the materials at the time of bidding.
- (d) The Bidder shall indicate on the appropriate Price Schedule (online submission) the unit prices (where applicable) and total bid price of the Materials / equipment it proposes to supply under the contract.
- (e) Prices indicated on the price schedule (online) shall be entered separately in the following manner. The price of the Materials / equipment quoted EXWORKS, GST and other taxes payable on the finished Materials / equipment with individual breakup for Taxes and Duties, packing and forwarding, freight and insurance etc.

14. Taxes and 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 applicability of all taxes and appropriate rates must be ascertained by the Bidder before submitting his bid.

- (e) The prices shall be firm during currency of the contract.
- (f) The variation in taxes and duties if any is not applicable for bought out items / material.
- (g) Beyond the date of schedule contract agreement period any increase in statutory levies shall be to the account of bidder.
- (h) A bidder will be entirely responsible for quoting the correct taxes and duties, other local taxes or levies if any, license fees, etc., he has to incur until completion of the contract.

15. Statutory Variations

Any variation up or down in statutory levy or new levies introduced after signing of the contract under this specification will be to the account of TSSPDCL provided that during delivery schedule. In cases where delivery schedule is not adhered to by the supplier and there are upward variation / revision after the agreed delivered date the supplier will bear the impact of such levies and if there is downward variation / revision, the TSSPDCL will be given credit to that extent. This is allowed only once during delivery period i.e. at the time of delivery of goods at factory.

In case of sub vendor items Taxes & Duties are inclusive in tender price. No Statutory variation is applicable. Further price variations in respect of sub-vendor items will be considered on tender prices”.

16. Bid Currencies:

Prices shall be quoted in Indian Rupees; and will be paid in Indian Rupees Only.

17. Documents Establishing Bidder's Eligibility and Qualifications

The Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted will establish to the Purchaser's satisfaction:

- (a) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (b) that the Bidder meets the qualification criteria listed in Section IV. In addition, the Bidder may furnish full particulars regarding supply of the material in question made so far to TSSPDCL.

18. Documents Establishing Materials / equipment Conformity to Bidding Documents.

The Bidder shall furnish as part of its bid, documents establishing conformity to the bidding documents of all Materials / equipment and services, which the Bidder proposes to supply under the Contract.

The documentary evidence of conformity of the Materials / equipment and the services to bidding documents may be in the form of literature, drawings, and data, and will consist of:

- (a) a detailed description of the essential technical and performance characteristics of the Materials /equipment;
- (b) the bidder should specifically mention about furnishing the test certificates and a specimen form of test certificate should be furnished along with the bid.
- (c) a list giving full particulars, including available sources and current prices of spare parts, special tools etc., necessary for the proper and continuing functioning of the Materials / equipment following commencement of the use of the Materials / equipment by the Purchaser; and

- (d) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the Materials / equipment and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

For purposes of the commentary to be furnished pursuant to above, the Bidder will note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

19. Bid Security

- 19.1 The Bidder shall furnish, as part of its bid, a Bid Security in the amount of 2% of the Total Ex-works value of the materials offered against the bid. This amount should be paid by way of a crossed demand draft drawn on any schedule bank in favour of the **Pay Officer, TSSPDCL** and payable at headquarters of the Purchaser. The crossed DD should invariably be furnished along with the bids. **Alternatively, the bidders may furnish a B.G. 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.
- 19.2 The fact of having enclosed bid security by DD/BG along with the bid should be clearly super scribed on the bid envelope.
- 19.3 Submission of BID SECURITY by way of cheque, cash, money order, call deposit will not be accepted and will be considered as disqualification.
- 19.4 Payment of BID SECURITY will be waived at the discretion of the TSSPDCL 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 TSSPDCL will not be considered.
- 19.5 Requests for exemption from payment of BID SECURITY will not be entertained in any other case
- 19.6 Any bid not secured as above will be rejected by the purchaser.
- 19.7 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 Purchaser.
- 19.8 The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract.
- 19.9 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.37.
 - ii. To furnish performance security in accordance with Clause No.38.

- 19.10 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.

20. Period of Validity of Bids.

Bids shall remain valid for the period of ninety (90) days from the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period will be rejected.

The bidders should clearly super scribe on the sealed envelopes of the bids about the validity. Bids not containing superscription of validity will be rejected and returned unopened.

In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses there to will be made in writing, email or fax. The Bid Security provided under Clause No. 19 will also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security.

21. Tax Clearance Certificates:

Copies of Income Tax, Sales Tax and Turnover Tax certificates for the latest period from the appropriate authority will invariably be enclosed to the bid. In the case of proprietary or partnership firm it will be necessary to produce the certificate / certificates for the proprietor or proprietors and for each of the partners as the case may be. If the Bidder has already produced the certificate during the calendar year in which the bid is made, it will be sufficient, if particulars are given.

22. Service Conditions

The equipment / materials offered will be entirely satisfactory for operation under the climatic conditions as per the standard industry practices.

23. Format and Signing of Bid.

The Bidder shall prepare an original, clearly marking "ORIGINAL BID".

The original of the bid shall be typed and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the bid will initial all pages of the bid, except for printed literature.

Any interlineations, erasures, or overwriting will be valid only if they are initialed by the person or persons signing the bid.

D. Submission of Bids

24. Submission, Sealing and Marking of Bids:

- 24.1 The Bidders are required to submit their bids in two parts as under:

- (i) **Part-I**
- (a): Bid Security, Transaction Fee, Technical & Qualification Requirements.
 - (b): Technical Bid shall contain full technical particulars and commercial terms and conditions but without prices. **This should not contain any cost information whatsoever.**

Part-II: Price Bid – containing Price (shall be Online only)**Bids received with any details pertaining to prices in the offline mode will be rejected.**

- (ii) The Part-I of the 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.
- (iii) Part-I of the bid(Technical Bid) will be opened on the due date (technical bid opening 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.
- (iv) After evaluation of technical bids, the price bid (financial bid) of only those bidders who qualify in technical evaluation and meeting the specified Qualification Criteria, will be opened at a later date after the price bid opening date. Bids that are not opened will not be considered further for evaluation, irrespective of the circumstances.
- (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:

- 24.2 The Bidder shall seal the bid in envelope.
- 24.3 The envelopes will be addressed to the Purchaser
The sealed cover as well as the outer envelope should be super scribed as follows:
 - (a) Bid Enquiry No.
 - (b) Due date and time for online submission.
 - (c) Date and time for online opening.
 - (d) Payment of Bid Security
 - (i) If paid, give details: D.D. No. Date:
 - (ii) If not paid or exempted, give details.
 - (e) Whether 90 days validity offered.....YES /NO
 - (f) Whether the quotation is made accepting Payment terms clause YES/NO
 - (g) Whether the delivery is as per delivery schedule indicated.... YES/NO
 - (h) Whether the sample (if specified) has been enclosed/ sent... YES/NO
 - (i) Whether the bid is quoted into two parts (clause 24.1)... (YES/NO)
- 24.4 Bids not super scribed as above are liable to be rejected.
- 24.5 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.
- 24.6 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. Summary sheet in the given format on the top of the bid duly signed and sealed by the bidder.
- 24.7 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.
- 24.8 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.

- 24.9 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".
- 24.10 If the outer envelope is not sealed and marked as required above, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

25. Deadline for Submission of Bids.

- 25.1 Bids together with modifications if any, or other withdrawals must be received by the Purchaser not later than the deadline for submission of bids specified in the Salient features of the Bid.
- 25.2 The Purchaser 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 Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

26. Late Bids

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

26.2 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 Purchaser 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 email or fax, 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. Opening and Evaluation of Bids

27. Opening of Bids by the Purchaser

- 27.1 The Purchaser will open all bids meeting above criteria at the time, on the date, and at the place specified.
- 27.2 The Bidders' names, bid modifications or withdrawals, discounts and the presence or absence of requisite Bid Security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening.
- 27.3 Bids that are not opened at bid opening will not be considered further for evaluation, irrespective of the circumstances.

28. Clarification of Bids

During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

29. Preliminary Examination

- 29.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

- 29.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail, and the total price will be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its Bid Security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail. If the supplier does not accept the correction of the errors, its bid will be rejected and its Bid Security may be forfeited.
- 29.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in bid which does not constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any Bidder.
- 29.4 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, and Taxes and Duties will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 29.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

Note:- Payment terms, Delivery period, Performance Bank Guarantee, Taxes and Duties” should be in line with the terms and conditions of the specification. If any bidder does not meet any one of the conditions, such tender will not be considered. Please note that the conditional offers are also not considered. Hence the bidder shall submit the tender in line with the terms and conditions of the specification.

30. Evaluation and Comparison of Bids.

- 30.1 The Purchaser will evaluate and compare the bids, which have been determined to be substantially responsive.
- 30.2 The Purchaser's evaluation of a bid will take into consideration one or more of the following factors
- i. All the bids, which are opened, read out and considered for evaluation, will be checked for qualification requirements in respect of technical and commercial aspects. Such of the bids, which do not meet the qualification requirements, will not be evaluated further. The bid is to be checked for its conformity to the technical specification. If it does not meet the technical specification, the Bid will not be evaluated further. However, if in the opinion of the purchaser the bidder has offered equipment / material better than the technical specification the same may be considered. The bid may be rejected for the following reasons:
 - (a) Not in the prescribed form
 - (b) Insufficient bid security or bid not accompanied by the required bid security or proof of exemption.
 - (c) Bids not properly signed
 - (d) The bidder is a vendor who is banned from further business transactions and the period of ban is still in force.
 - (e) Bid received after the due date and time
 - (f) The bid is through telegram or fax
 - ii. Further, the purchaser may enquire from the bidder in writing for any clarification of the bid. The response of the bidder will also be in writing. However, no change in the prices or substance of the bid will be sought, offered or permitted.
 - iii. Bids will be examined for completeness and for any computational errors.

- iv. Arithmetical errors will be rectified on the following basis.
 - (a) Where there is a discrepancy between the unit price and total price, the unit price will prevail and the total price will be corrected accordingly.
 - (b) Where there is a discrepancy between words and figures, the amount in words will prevail.
 - (c) Failure on the part of the bidder to agree to the above corrections will result in rejection of his offer and forfeiture of his bid security.
- v. It will be ensured that the required sureties have been furnished and that the documents have been properly signed.
- vi. The purchaser's evaluation of a bid will take into consideration one or more of the following factors
 - (a) Delivery schedule offered in the bid;
 - (b) Deviations in payment schedule from that specified in the general terms and conditions of the contract and technical deviations.
 - (c) The cost of components, mandatory spare parts, and service;
 - (d) The availability of spare parts and after-sales services for the equipment offered in the Bid;
 - (e) The projected operating and maintenance costs during the life of the equipment;
 - (f) The performance and productivity of the equipment offered;
 - (g) Other specific criteria indicated in the Bidding documents.
- vii. In addition, the Purchaser's evaluation of a bid will take into account the net landed cost of the material at the final destination. For the purpose of evaluation net landed cost is arrived at by adding all elements of the basic price, allowable discount, any other levies, packing & forwarding, freight charges, insurance (transit & storage) as quoted by the bidder, interest on advance if any, erection, servicing other charges and inclusive of GST as called for.
- viii. In addition, any variation up or down in taxes and duties / new levies introduced subsequent to bid opening and before award will be considered for comparison purposes.

The following criteria may be adopted for taxes and duties for evaluation

- (a) It is the responsibility of the bidder to quote all taxes and duties correctly without leaving any column unfilled. Where taxes and duties are not applicable the bidder should enter "NA". If no duty / tax is leviable the same may be entered as "NIL". If any column is left blank or filled vaguely like "as applicable", the same will be loaded with the maximum of the other eligible Bids.
- (b) Where there is an exemption of taxes, the documentary evidence to that effect will be enclosed by the supplier.
- (c) The bidders for supply and works shall invariably possess the GSTIN number and PAN Number for the bids above Rs. 5.00 lakhs and this must be verified before entering into contract.
- ix. Prior to detailed evaluation, the responsiveness of each bid will be determined. A substantially responsive bid is one that conforms to all the terms and conditions of the bidding documents without material deviations. For this purpose, superscription, qualification requirement, bid security, validity, delivery, payment term, price schedule, taxes and duties will be deemed to be the critical provisions and deviations in any one of these items will be deemed to be a material deviation.
- x. The purchaser may waive any minor informality, non-conformity or irregularity in the bid which does not constitute a material deviation, provided such waiver does not affect the relative ranking of any bidder. The purchaser will clearly indicate in the bid specification the methodology for evaluation of bids.
 - (a) Bid price, which will include all, costs of manufacture and services at manufacturing place as well as, Transportation to destination stores, packing and forwarding, insurance and all Taxes & other legally permissible duties & levies payable.

- (b) Delivery schedule offered in the bid.
- (c) Deviations in payment schedule from that specified in the general terms and conditions of the contract.
- (d) The cost of components, mandatory spare parts, and service.
- (e) The availability of spare parts and after-sales services for the equipment offered in the Bid;
- (f) The projected operating and maintenance costs during the life of the equipment;
- (g) The performance and productivity of the equipment offered; and/or
- (h) Other specific criteria indicated in the Bid Specification.

30.3 (a). The Purchaser's evaluation of a bid will take into account the Net Landed Cost of the Material at destination stores inclusive of all taxes and duties and inclusive of GST quoted by the Bidder. It is the responsibility of the bidder to quote all Taxes and Duties correctly without leaving any column unfilled. Where not applicable the column may be filled as "NA". If no duty / tax is le-viable the same may be filled as "NIL". If any column is left blank the same is loaded with maximum of other eligible Bids.

(b) Any statutory variations of taxes and duties and new levies imposed after opening of the bid and before award of the contract will be taken into consideration for the purpose of evaluation.

30.4 A substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. For this purpose superscription, qualification requirement, bid security, validity, delivery, payment term, price schedule, submission of Types test certificates, taxes and duties will be deemed to the critical provisions and deviations in any one of these things will be deemed to be a material deviation.

31. Contacting the Purchaser:

31.1 From the time of the bid opening to the time of contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bid, it should do so in writing.

31.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award will result in the rejection of the Bidder's bid.

F. Award of Contract.

32. Post Qualification

32.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily.

32.2 The determination will take into account the Bidder's financial, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualification submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

33. Award Criteria:

The Purchaser will award the contract to the successful Bidder whose bid has/have been determined to be substantially responsive. However, it is not binding on TSSPDCL to accept the lowest or any other Bid. It reserves the right to place orders on different Bidders.

34. Purchaser's Right to Vary Quantities at Time of Award

The Purchaser reserves the right at the time of contract award to increase or decrease upto 50% of the quantity of Materials / equipment and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

35. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders.

36. Notification of Award

36.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the Successful Bidder in writing, that its bid has been accepted.

36.2 Upon the successful Bidder's furnishing of the performance security, the Purchaser enters into contract with successful Bidder. The Purchaser will notify each unsuccessful Bidder and will discharge its Bid Security.

37. Signing of Contract:

The Purchaser notifies the successful Bidder that its bid has been accepted. Within 30 (thirty days) of receipt of notification of award of Contract, the successful Bidder will sign and date the contract. Failure to comply with this stipulation will entail cancellation of the contract besides forfeiture of the bid security.

38. Performance Security:

Within Fifteen (15) days of receipt of the notification of Contract award, the successful Bidder will furnish to the Purchaser the performance security for an amount 10% of the contract value for proper fulfillment of the contract, which will include the warranty period, and completion of performance obligations including Warranty obligations. The Performance Security will cover 60 days beyond the date of completion of performance obligations including Warranty obligations.

In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected / replaced material will be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value will be extended 60 days over and above the extended warranty period.

The proceeds of the performance security will be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

The performance security will be...

- (a) A bank guarantee issued by a **Nationalized bank/Scheduled bank** acceptable to the Purchaser, in the form provided in the bidding documents.
- (b) A banker's cheque or crossed DD or Pay Order payable at the Head quarter of the Purchaser in favour of the Purchaser drawn on any scheduled bank.

The performance security will be discharged by the Purchaser and returned to the Supplier not later than sixty (60) days after the expiry date.

Failure of the successful Bidder to comply with the above requirement will entail cancellation of the award and forfeiture of the Bid Security and the balance to make up the performance security deposit will be deducted from pending payments if any due to the Bidder from TSSPDCL on other orders in addition the company will also become liable for being blacklisted by TSSPDCL.

39. Corrupt or Fraudulent Practices

It is essential that the Purchaser as well as Bidder for the purposes of this provision, the terms set forth below as follows:

- (a) "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
- (b) "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 purchaser, 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 purchaser of the benefits of free and open competition;
- (c) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (d) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

40. Use of Contract Documents and Information:

- 40.1 The Supplier will not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, of any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person will be made in confidence and will extend only so far as may be necessary for purposes of such performance.
- 40.2 The Supplier will not, without the Purchaser's prior written consent, make use of any document or information except for purposes of performing the Contract.
- 40.3 Any document, other than the Contract itself, will remain the property of the Purchaser and will be returned (in all copies) to the Purchaser on completion of the supplier's performance under the Contract if so required by the Purchaser.
- 40.4 The Supplier will permit the Purchaser or his authorized representative to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Supplier.

41. User License and Patent Rights

- 41.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Materials / equipment, Software package or any part thereof.
- 41.2 The Supplier shall provide licenses for all software products, whether developed by it or acquired from others. In the event of any claim asserted by a third party for software piracy, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such software piracy, the Supplier shall be responsible for compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the Supplier of such claim, if it is made, without delay.

42. Manuals and Drawing

- 42.1 Before the material/equipment and services are taken over by the user, the Supplier shall supply operation and maintenance manuals, (together with drawings of the material/equipment and services where applicable).
- 42.2 The Supplier shall provide complete technical documentation of hardware, firmware, all subsystems, operating systems, compiler, system software and the other software.

- 42.3 The manuals and drawings wherever applicable shall be in English or Telugu.
- 42.4 At least one set of the manuals should be supplied for each installation sites.
- 42.5 Unless and otherwise agreed, the material/equipment and services shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the user.

43. Delivery:

Delivery period will be reckoned from the date of issue of Purchase Order/signing of the contract. The delivery quoted will be firm, definite, unconditional and on the basis of receipt of materials at destination in good condition without any bearing on the procurement of raw materials or any similar prerequisites. The commencement date and date of delivery will be indicated. The preferred delivery time, which is the essence of this specification, is indicated in the schedule. Final deliveries are however, subject to confirmation at the time of Contract. Delay in delivery of materials FADS – (Free At Destination Stores) due to non-availability of railway booking, non-allotment of wagons and any such reasons will not be considered. It is the responsibility of the supplier to make alternative arrangements for transporting the materials by road or rail or air so as to see that the material reaches the destination within the stipulated period. The Purchaser reserves its right to defer the delivery date at any time after orders are placed without any change in the conclusion of contract other conditions supply. The delivery period, which will be reckoned from the date of the Purchase Order/Contract, will be guaranteed under penalty as in Clause 60

44. Inspections and Acceptance Tests

Inspection and tests prior to shipment of Material/equipment and at final acceptance are as follows:

- 44.1 Inspection of the material/equipment shall be carried out to check whether the material/equipment are in conformity with the specifications mentioned in the bid document. Following broad test procedure will generally be followed for inspection and testing of hard ware and firm wares. The Supplier will dispatch the material/equipment to the ultimate consignee after internal inspection testing along with the supplier's inspection report, manufacturer's warranty certificate. The PURCHASER will test the equipment after completion of the installation and commissioning at the site of the installation. (If site preparation is not included in the tender call or specification, the Supplier should furnish all details of the site requirement to the Purchaser sufficiently in advance so as to get the works completed before receipt of the equipment.)
- 44.2 The Inspections and tests, at the discretion of PURCHASER, may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and / or at the good's final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the PURCHASER.
- 44.3 Should any inspected or tested material/equipment fail to conform to the specifications the PURCHASER may reject the material/equipment, and the Supplier shall either replace the rejected material/equipment or make alterations necessary to meet specification requirements free of cost to the PURCHASER.
- 44.4 PURCHASER ' right to inspect, test and, where necessary reject the material/equipment after the material/equipment' arrival at user's site shall in no way be limited or waived by reason of the material/equipment having previously been inspected, tested and passed by the PURCHASER or its representative prior to the material/equipment shipment from the country of origin.
- 44.5 Nothing in this clause shall in any way release the Supplier from any warranty or other obligations under this contract.

- 44.6 The acceptance test will be conducted by the PURCHASER, their consultant or any other person nominated by the PURCHASER, at its option. There shall not be any additional charges for carrying out acceptance tests. Any reduction in functional requirements and performance specifications shall be ground for failure. Any malfunction, partial or complete failure of any part of hardware, firmware or excessive heating of hardware enclosures, motors attached to printers, drivers etc. or bugs in the software shall be grounds for failure of acceptance test. All the software should be complete and no missing modules / sections will be allowed. The Supplier shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the PURCHASER, the successful completion of the test specified. An average uptake efficiency of 97% for the duration of test period (7 days) shall be considered as satisfactory.
- 44.7 In the event of the hardware and software failing to pass the acceptance test, A period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the PURCHASER reserves the rights to get the Equipment replaced by the Supplier at no extra cost to the PURCHASER.

45. Acceptance Certificates

On successful completion of acceptability test, receipt of deliverables etc, and after the Purchaser is satisfied with the working of the system, the acceptance certificate signed by the Supplier and the representative of the Purchaser, will be issued. The date on which such certificate is signed shall be the date of successful commissioning of the systems.

46. Packing

The Supplier shall provide such packing of the Materials / equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing will be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights will take into consideration, where appropriate, the remoteness of the Materials / equipment' final destination and the absence of heavy handling facilities at all points in transit.

The packing, marking, and documentation and outside the packages will comply strictly with such special requirements as will be expressly provided for in the Contract and in any subsequent instructions ordered by the Purchaser. The supplier will be required to make separate packages for each consignee, each package will be marked on three sides with proper paint / indelible ink with the following;

1. Contract Number
2. Supplier's name
3. Packing list reference number

The supplier, whenever dispatches material to a destination should prepare the following information in the form of packing slip in quadruplicate and send the same to the consignee and obtain his acknowledgement. The consignee will return to the supplier one copy of the packing slip with his remarks. The proforma of packing slip will be as follows:

PACKING SLIP

1. Contract No. & Date.
2. Quantity supplied under the Contract with rates applied.
3. Programme for supplying the balance quantity, if any

47. Delivery Documents

- 47.1 Delivery of the Materials/equipment will be made by the Supplier in accordance with the terms specified in the contract.

47.2 For Material/equipment supplied from Abroad:

- (a) Within 24 hours of shipment, the Supplier shall notify the PURCHASER and the Insurance Company by cable or telex or fax full details of the shipment including contract number, description of material/equipment, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the PURCHASER, with a copy to the Insurance Company.
- (b) Four copies of supplier's invoice showing material/equipment description, quantity, unit price and total amount;
- (c) 4 copies of packing list identifying contents of each package;
- (d) Insurance certificate; Manufacturer's/Supplier's warranty certificate;
- (e) Inspection certificate, issued by the nominated inspection agency and the
- (f) Supplier's factory inspection report; and Certificate of origin.

The above documents shall be received by the PURCHASER at least one week before arrival of Material/equipment at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

47.3 For Material/equipment from within India:

Upon delivery of the material/equipment to the user, the Supplier shall notify the PURCHASER and mail the following documents to the PURCHASER:

- (a) Four copies of the Supplier invoice showing material/equipment description, quantity, unit price total amount;
- (b) Delivery note, or acknowledgement of receipt of material/equipment from the user;
- (c) Manufacturer's or Supplier's warranty certificate;
- (d) Inspection Certificate issued by the nominated inspection agency, and the
- (e) Supplier's factory inspection report.
- (f) Certificate of Origin;
- (g) Insurance policy;
- (g) Any of the documents evidencing payment of statutory taxes.

The above documents shall be received by the PURCHASER before arrival of the Material/equipment (except delivery note and where it is handed over to the user with all documents) and if not received, the Supplier will be responsible for any consequent expenses.

48. Insurance

- i. The Materials / equipment supplied under the Contract will be fully insured against loss or damage incidental to manufacture or acquisition, transportation and delivery up to user site and also storage for **45** days at destination stores.
- ii. The insurance should be for replacement value from "Warehouse to warehouse (final destination)" on "All Risks" valid up to 3 months till completion of delivery, installation and commissioning.
- iii. The bidder shall a) Initiate and pursue insurance claim till settlement, and b) Promptly arrange for repair and/or replacement of any damaged items in full irrespective of settlement of insurance claim by the under Writers. c) All costs because of insurance liabilities covered under the contract will be to supplier's account. The supplier shall provide the Purchaser with a copy of all insurance policies and documents taken out by him in pursuance of the 'Contract'. Such copies of documents shall be submitted to the purchaser immediately after such insurance coverage.
- iv. The risks that are to be covered under the insurance shall be comprehensive and shall include but not limited to, the loss or damage in transit, storage, due to theft, pilferage, riot, civil commotion, weather conditions, accident of all kinds, fire, flood, war risk (during ocean transportation) bad or rough handling etc. The scope of such insurance shall cover the entire contract value.

- v. The insurance will be in an amount equal to 100% FADS value of Materials / equipment on all risks basis. The policy will have a provision for extension to cover further storage if necessary at destination stores / site at TSSPDCL cost. The insurance beneficiary shall be TSSPDCL.

49. Transportation

The Supplier is required under the Contract to transport the Materials / equipment to a specified place of destination, including insurance and storage, will be arranged by the Supplier, and the related costs will be included in the Contract Price only.

50. Incidental Services

The Supplier may be required to provide any or all of the following services, including additional services, if any.

- (a) Performance or supervision of on-site assembly and/or start-up of the supplied Materials/ equipment;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied Materials / equipment;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Materials / equipment;
- (d) Performance or supervision or maintenance and/or repair of the supplied Materials / equipment, during warranty period, provided that this service will not relieve the Supplier of any warranty obligations under this contract; and
- (e) Training of the Purchaser's personnel, at the Suppliers' plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Materials / equipment.

51. Hardware & Software Installation

The Vendor is responsible for all unpacking, assemblies, wiring, installations and connecting to output power supplies. The vendor will test the software, hardware and accomplish all adjustments necessary for successful and continuous operation of the Software and hardware at installation site.

52. Spare Parts

The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier.

- (a) Such spare parts as the Purchaser may choose to purchase from the Supplier, provided that this election will not relieve the supplier of any warranty obligations under the contract; and
- (b) In the event of termination of production of the spare parts:
- (c) Advance notification to the Purchaser of the impending termination.
- (d) Time to permit the Purchaser to procure needed requirement; and following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

53. Warranty

- 53.1 The Supplier warrants that the Materials / equipment supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise the special guarantee sought in technical specification. The supplier further warrants that all Materials / equipment supplied under this Contract will have no defect, arising from a design and / or materials as required by the Purchaser's specifications or from any act of omission of the Supplier that may develop under normal use of the supplied Materials / equipment.

- 53.2 The supplier will warrant for the satisfactory functioning of the material/equipment as per specification for a minimum period of **3 YEARS Comprehensive Onsite OEM Warranty** from the date of receipt and commissioning of the material/equipment in good condition. The detailed warranty terms are mentioned in the respective technical specifications.
- 53.3 Unless otherwise specified the warranty period will be from the date of acceptance of the Materials / equipment. The Supplier will, in addition, comply with the performance guarantees specified under the contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the supplier will at its discretion either, make such changes, modifications, and/or additions to the Materials / equipment or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense and to carry out further performance tests as per the relevant standards.
- 53.4 The Purchaser will promptly notify the supplier in writing of any claims arising under this warranty.
- 53.5 Upon receipt of such notice, the Supplier shall, within the period specified as per specification and with all reasonable speed, repair or replace the defective material/equipment and services or parts thereof, without costs to the user.
- 53.6 If the Supplier, having been notified, fails to remedy the defect(s) within the above period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense duly deducting the expenditure from subsequent bills / bank guarantee and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 53.7 The Bidder should submit cost particulars for 4th & 5th year AMC (for AMC after completion of Warranty period) as per Annexure-10. However, the AMC Cost will not be considered for finalizing L1 bidder.

54. Maintenance service

- 54.1 Free maintenance services including spares shall be provided by the vendor during the period of warranty. User, at its discretion may ask the vendor to provide maintenance services after warranty period, i.e. Annual maintenance and repairs of the system at the rates indicated by bidder in its proposal and on being asked so, the vendor shall provide the same. The cost of annual maintenance and repairs cost (after warranty period), which will include cost of spares replaced, shall be paid in equal quarterly installments at the end of each quarter.
- 54.2 The maximum response time for maintenance complaint from any of the destination (i.e. time required for supplier's maintenance engineers to report to the installations after a request call/telegram is made or letter is written) shall not exceed 48 hours.
- 54.3 The vendor will accomplish preventive and breakdown maintenance activities to ensure that all hardware, and firmware execute without defect or interruption for at least required up time.
- 54.4 In case up time is less than the stipulated up time, penalty as indicated in the bid document shall be imposed on the vendor.
- 54.5 The amount of penalty if any will be recovered at source from the performance guarantee during the warranty or from annual maintenance charges payable as the case may be.

55. Payment

- 55.1 "100% payment will be arranged on or after 30 days from the work completion date against supply, installation, commissioning of Hardware/Software in complete shape, duly transferring the said amount to the bank account of the supplier by the purchaser bank. The supplier will have to predefine the Bank details while entering into contract for electronic transfer of payments.

Note:

- i) The date of delivery would be the date on which the stores officer certifies the receipt of materials at stores in good condition 103 entry in SAP module in respective of the date of check measurement.
- ii) Form 13 shall be issued subject to material taken into stock in good condition (i.e., 105 entry in SAP module).

- iii) The supplier should invariably submit test certificates as soon as despatch is made so that the test certificates can be checked up and approved well before it becomes due for payment. Routine Test Certificates of the entire lot shall be submitted to the Consignee.
 - iv) The performance guarantee to be executed in accordance with this specification shall be furnished on a stamp value of Rs.100/- The performance guarantee shall be from any Nationalized/Scheduled Bank. Performance Guarantee to the extent of 10% value of purchase order valid upto 2 months over and above the guarantee period to draw 100% payment. The performance guarantee has to be extended suitably by you in accordance with the guarantee clause, so that the last consignment against the order is covered by the guarantee.
 - v) If you have received any over payments by mistake or if any amounts are due to the TSSPDCL due to any other reason, when it is not possible to recover such amounts under the contract resulting out of the subject specification, the TSSPDCL reserves the right to collect the same from any other amounts and/or bank guarantee given by you due to or with the TSSPDCL.
 - vi) When you do not at any time, fulfill your obligations in replacing / rectifying etc., of the damaged/ defective materials in part or whole promptly to the satisfaction of the TSSPDCL officers, the TSSPDCL reserves the right not to accept the bills against subsequent dispatches made by the supplier and only the supplier will be responsible for any demurrages, wharf ages or damages occurring to the consignment so dispatched.
- 55.2 The 100% payment mentioned above is subject to on submission of Performance Security by the supplier.
- 55.3 The supplier should invariably submit test certificates and other documents; the purchaser specifies as soon as despatch is made so that they can be checked and approved well in advance.
- 55.4 The performance guarantee to be executed in accordance with this specification will be furnished on a stamp paper of value Rs.100/-. The Bank Guarantee will be extended if required suitably. In accordance with the provisions of Clause No.39.
- 55.5 If the supplier has received any over payments by mistake or if any amounts are due to the TSSPDCL due to any other reason, when it is not possible to recover such amounts under the contract resulting out of this specification, the TSSPDCL reserves the right to collect the same from any other amount and / or Bank Guarantees given by the company due to or with the TSSPDCL.
- 55.6 When the supplier does not at any time, fulfill his obligations in replacing/rectifying etc., of the damaged/defective materials in part or whole promptly to the satisfaction of the **TSSPDCL** Officers, the **TSSPDCL** reserves the right not to accept the bills against subsequent dispatches made by the supplier and only the supplier will be responsible for any demurrages, wharfages or damage occurring to the consignments so dispatched.

56 Prices

Prices charged by the Supplier for Materials / equipment delivered and Services performed under the Contract will not vary from the prices quoted by the supplier in its bid, with the exception of any price adjustment authorized in the contract.

57 Change Orders

The Purchaser may at any time, by a written order given to the Supplier make changes within the general scope of the Contract in any one or more of the following:

- (a) Drawings, designs, or specifications, where Materials / equipment to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) The method of shipment or packing;
- (c) The place of delivery; and/or
- (d) The Services to be provided by the Supplier.

58 Contract Amendments

No variation in or modification of the terms of the Contract will be made except by written amendment by the Purchaser and accepted by the supplier.

59 Assignment

The Supplier will not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.

60 Delays in Supplier's Performance

- 60.1 Delivery of the Materials / equipment will be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 60.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Materials / equipment, the Supplier will promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser will evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension will be ratified by the parties by amendment of the Contract.
- 60.3 Except as provided under force majeure clause a delay by the Supplier in the performance of its delivery obligations will render the Supplier liable to the imposition of liquidated damages unless an extension of time is agreed upon without the application of liquidated damages.

61 Penalty for delay in supplies

The delivery of materials as per the agreed schedule of delivery is the essence of the contract and no extension of the time for delivery would be allowed except under recognized force majeure conditions.

For supplies made beyond the agreed delivery schedule, penalty shall be levied for an amount of equivalent to 0.5 % of the ex-works value of the material not delivered within the prescribed time limit for every week of delay or part thereof subject to a maximum of 5% of cost of the undelivered portion within scheduled time.

The date of certified receipt of material at destination stores in good condition will be taken as the date of delivery. For calculation of penalty, the date of receipt (i.e., 103 entry in SAP module) of material at destination stores is the "Date of Delivery" subject to the condition that, the materials is received in good condition. For penalty, the number of days would be rounded off to the nearest week and penalty calculated accordingly.

Any variation up or down in Excise Duty, or Sales Tax or other statutory levies, or new levies introduced after placing of the order, under this specification, shall be to the TSSPDCL's account, provided that, the delivery schedules are adhered to by the supplier. In case, if there are increase in excise duty or sales tax or other statutory levies or new levies after the agreed delivery dates, the supplier shall bear the impact of these levies and if there is downward variation/revision TSSPDCL shall be given credit to that extent.

In case you do not adhere to the delivery schedule the TSSPDCL reserves the right to purchase the balance quantity from the open market and recover expenditure incurred from you. This is in addition to the right of the TSSPDCL mentioned in first para of this clause and under law.

62 Risk purchase:

In case of supplier who has not adhered to the delivery schedule, the TSSPDCL reserves the right to purchase the balance quantity from the open market/floating another tender and recover the extra expenditure thus incurred from the supplier.

63 Termination for Default

- 63.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- i. If the Supplier fails to deliver any or all of the Materials / equipment within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser.
 - ii. If the Supplier fails to perform any other obligation(s) under the Contract.
 - iii. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 63.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Materials / equipment or services similar to those undelivered, and the Supplier will be liable to the Purchaser for any excess costs for such similar Materials / equipment or Services. However, the Supplier will continue performance of the Contract to the extent not terminated.

64 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or not affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

65 Termination for Convenience

- 65.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination will specify the termination is for the Purchaser's convenience, the extent to which performance of the supplier under the Contract is terminated, and date upon which termination becomes effective.
- 65.2 However, the Materials / equipment that are complete and ready for shipment within thirty (30) days after the supplier's receipt of notice of termination will be accepted by the Purchaser at the Contract terms and prices.

66 Force Majeure

- 66.1 The Supplier will not be liable for forfeiture of its performance security, penalty for late delivery, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 66.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 66.3 If a Force Majeure situation arises, the supplier will promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier will continue to perform its obligations under the Contract as far as is reasonably practice, and will seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- No price variance will be allowed during the period of force majeure.

67 Settlement of Disputes

- 67.1 If any dispute or difference of any kind whatsoever will arise between the Purchaser and the Supplier 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.
- 67.2 If, after thirty (30) days the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier 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.
- 67.3 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.
- 67.4 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 Purchaser and a Supplier 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 Purchaser and the supplier 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 a 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 Purchaser'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).
- 67.5 Notwithstanding any reference to arbitration herein,
- (a) The parties will continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) The Purchaser will pay the Supplier any monies due to the Supplier.

68. Jurisdiction

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

69. Notices

- (a) Any notice given by one party to the other pursuant to this Contract will be sent to the other party in writing or fax and confirmed in writing to the other party's address.
- (b) A notice will be effective when delivered or on the notice's effective date, whichever is later.

70. Foreign Exchange

No Foreign Exchange is available or expected for this purchase. Offers which do not require release of F.E. or procurement of import license by TSSPDCL only will be considered. Where some of the components are to be imported the manufacturer will have to make their own arrangements for import license etc., and should not look for any assistance from TSSPDCL.

SECTION IV

QUALIFICATION REQUIREMENTS

1. The bidder should be a manufacturer/authorized wholesale distributor/Channel Partner/dealer (Authorization letter from OEM (Original Equipment Manufacturer) in original specifying this tender number shall be enclosed in case of Authorized dealer or distributor or Channel Partner) and should be in business of manufacture and/or supply and maintenance of the offered items for a minimum period of 3 years in India as on date of bid opening.
2. The bidder / OEM should have manufactured/supplied to any state or central government organization at least 40% of the quoted quantity of same or higher generation indicated in the "Schedule of Requirement" in one continuous period of 12 months during the last 5 years' period.
3. At least 20% of similar material offered by the bidder / OEM against this specification should be in successful operation in any state or central government organization for at least 2 years before the date of opening of bid with documentary evidence (Performance certificates issued by Head of Purchasing authority shall be enclosed).

In proof of the above, the bidder/OEM shall furnish all necessary documents i.e., Purchase order copies, Invoices/Delivery Challans issued by purchasing authority in support of 40% Qualification certificate and 20% performance Requirement.

4. The Bidder should have executed at least 2 nos. SAP HANA Hardware Supply, Installation and Commissioning projects of value not less than INR 1.5 Crore each, during the last 3 financial years i.e., 2016-17, 2017-18, 2018-19. The bidder/OEM shall furnish all necessary documents i.e., Purchase order copies, Delivery Challans and installation report duly signed by the client, shall be enclosed in proof of the above.
5. The Bidder shall have minimum average annual turnover of Rs.30.0 Crores in last three financial closing years. A certificate to that effect shall be obtained from any Chartered Accountant and shall be uploaded.
6. The Bidder shall be profit making during the last three financial years and to this effect shall upload audited Balance Sheet and P&L Account Statements of the last three financial years. Joint ventures are not acceptable.
7. The products quoted should not have end of sale within 6 months from the date of delivery and OEM should support the products quoted for at least 5 years from the date of award of work. A letter to this extent from OEM to be attached as a confirmation. The bidder to submit the declaration letter in this regard.
8. The SAP HANA hardware to be supplied in this bid, shall be Certified/ Supported as per SAP HANA Hardware Directory as published in the SAP Website.
9. Any company/vendor/supplier/contractor that is blacklisted/debarred is not eligible to participate in the tender. The bidders shall have to furnish an undertaking in the prescribed format regarding any relation to the promoters of blacklisted / debarred companies by any State Government, Central Government, Central & State Govt. Undertakings/ enterprises/ Organizations and by any other Quasi Government bodies/ Organizations, World Bank or any major Enterprise/ Organization in India utilities. Any false information furnished in the declaration while rendering bid, such contract is liable for termination as well as recovery of damages.

10. The Bidder shall have a registered office in India. A proof of the same shall be uploaded.
11. The Bidder shall submit GSTIN (Goods and Service Tax Identification Number).
12. Even though the bidder meets the above qualifying criteria, they are subject to be disqualified if they have...
 - a. made misleading or false representations in the forms statements and attachments submitted in proof of qualification requirements and / or
 - b. record of poor performance such as not properly completing the contract, inordinate delays in supply completion, litigation history or financial failure etc.
13. Notwithstanding anything stated above the purchaser reserves the right to assess bidder's capability and capacity to perform the contract should circumstances warrant such an assessment in the overall interest of the purchaser.

SECTION V**SCOPE OF WORK**

1. The Successful bidder shall Supply, Install & Commission all the items as per the Schedule of Requirement/BOQ shown in Section-VI and shall provide Comprehensive Onsite OEM Technical Support & Warranty, as per this RFP.
2. The Bidder/OEM shall submit the Technical Solution document along with technical bid which should include the detailed sizing methodology, SAP Note references, Competency Centre certificates (if any), design architecture and deployment framework.
3. The entire solution shall be implemented by the OEM. OEM shall be responsible to install the entire hardware for SAP S/4 HANA implementation in TSSPDCL, as per the accepted solution.
4. All required licenses shall be genuine and supplied by the Bidder/OEM, as mentioned in the Technical specification.
5. The brief Scope of the implementation but not limited to, is as shown below:
 - (a) Site visit and site readiness to be ensured and report to be submitted to TSSPDCL.
 - (b) Rack Stack and Power-ON of Supplied hardware.
 - (c) Installation of Servers - Physical/ LPAR/VM creation on the supplied systems as per proposed deployment.
 - (d) OS installation.
 - (e) Cluster/HA configuration.
 - (f) The hardware intended to be supplied by against this Bid should be successfully integrated with the existing back-up software (IBM spectrum protect) and the existing storage (IBM DS8888F- to be used for production data).
 - (g) Storage Configuration - LUN Creation and configuration in the supplied storage as per proposed deployment.
 - (h) Installation & Configuration of Tape Library supplied.
 - (i) Installation & Configuration of SAN and Network Switches supplied.
 - (j) Demonstration of Cluster Failover test.
 - (k) Hardware Configuration Check Tool (HWCCT) test to be performed and results to be shared.
 - (l) Final deployment, design document to be shared
6. The Bidder/ OEM shall involve TSSPDCL team during installation as a part of on-job training. Further, the bidder/ OEM shall impart operational and configuration training to the TSSPDCL team, covering all technical aspect related to the TSSPDCL requirement and all the required training materials shall be provided.

SECTION VI

SCHEDULE OF REQUIREMENT

Bill of Quantities for “Supply, Installation and Commissioning of Hardware & Software for Implementation of S/4 HANA, in TSSPDCL, Hyderabad, under IPDS Phase -II, IT Enablement Project

S. No	Item Description	UoM	Quantity	Unit Rate	Taxes and Duties on Total Qty.	Total in INR (Incl. taxes And duties)
			As per Solution Requirement by respective OEMs			
1.	Servers(DB+App)	Each				
2.	SAN Storage	Each	01 No.			
3.	SAN Switches	Each	02 Nos.			
4.	Network Switch	Each	02 Nos.			
5.	Tape Library	Each	01 No.			

NOTE:

1. The Bidder should quote the rates for free at destination stores and shall fill the price schedule.
2. Desired Delivery: Supply shall commence within 45 days and to be completed within 3 months from the date of issue of purchase order.
3. The breakup of prices viz.: Base price and GST shall be furnished invariably. (On line only).
4. For all the Categories of Hardware and Software mentioned in the Technical Specifications, the OEM Part Coded Bill of Material shall be invariably mentioned with the details of Part No. and Quantity against each BOQ line item.
5. **The Bidder shall provide 3 years Comprehensive Onsite OEM Warranty and Technical Support.**
6. **The Bidder should submit cost for 4th & 5th year AMC after completion of Warranty period. However the AMC Cost will not be considered for finalizing L1.**

SECTION VII

TECHNICAL SPECIFICATIONS

Category-I Servers			
S. No	Item	Specification	Compliance
1	Servers	i. All Servers quoted shall be populated with minimum 2 sockets and scalable to minimum 4 sockets.	
		ii. The Servers and all its components from OEM should be in support for at least 5 years from the date of installation.	
		iii. Bidder shall submit signed OEM authorization letter referencing this tender along with technical bid in support of above.	
		iv. Latest generation CISC/RISC processors from the OEM shall be supplied along with “Certified and Supported SAP HANA® Hardware Directory”.	
		v. All HANA database and application servers can be physical/ virtualized servers along with failover/ HA servers (As per latest SAP HANA TDI/Appliance sizing guidelines).	
		vi. Each Server quoted shall be allocated with at least the resources mentioned in the sizing sheet (Annexure-I) and in compliance with the Server specs as mentioned in this table.	
		vii. Bidder shall clearly specify the SAP HANA multi-tenancy option used in the Technical Bid. Bidder should not mix Production & Non-Production in single MDC, and OLTP & OLAP in single MDC.	
		viii. HANA DB servers should be setup according to SAP guidelines and must comply with the KPIs of HWCCT provided by SAP- HANA 2.0 with latest SPS & Revision should be installed.(As per the SAP Note 1943937 - Hardware Configuration Check Tool and 2501817 – HWCCT).	
		ix. Bidder shall propose the solution with suitable number of Physical/ Virtual Servers as per the requirement sheet attached herewith (Annexure-I).	
2	Processors	i. All servers should be quoted with processors: a) Intel Xeon Platinum 8280/8280M or higher (Or) b) IBM Power9 11-Core Processor or higher	
		ii. All cores for the first 2 Nos. Sockets/ Processors of the application server(s) must be activated along with the required License. Additional servers/ cores/ processors should be added and activated as per requirement as per the SAPS sizing shared in Annexure-I with required number of licenses.	

		iii. The OEM should support their SAPS/Core claim with published results in the SAP benchmarking Website. If the SAPS/Core are not in compliance with the published results, SAP-OEM Competency Center certificate shall be furnished.	
		iv. Minimum SAP ERP 6.0 Unicode EHP5 or higher SD (Sales & Distribution) 2 Tier SAPS Benchmark for the offered server/processor will be taken for evaluation.	
3	Main Memory	DDR4 DIMMS with minimum size of 16GB each to be supplied. Mixing of different capacity DIMMs is not allowed.	
4	RAS (Reliability, Accessibility & Serviceability).	Proposed server & Memory should support the RAS features as per the industry Best Practice.	
5	Scalability	Each Physical Server should have provision for at least 25% future scalability (Scale-UP) of Memory & Processor. Leave empty slots (Processors/Dimms) for future scalability.	
6	HDD Required	Data and boot from SAN Storage.	
7	I/O Adapters	i. All PCI Slots in the Server should be PCIe Gen3 x8 or latest. All FC ports shall support multi path I/O trunking and automatic load balancing for each server/partition/Virtualization.	
		ii. All Ethernet Adapters shall support automatic Fail-over / Redundant / trunking / Link aggregation and auto switching mode.	
		iii. Each Server should have following adaptor cards (Virtualized or Dedicated).	
		a) Minimum 8 Nos. 16 Gbps FC Ports (If OEM/ Bidder would like to propose SAN based storage for persistent HANA Database)	
		b) Minimum 8 Nos. 10G/1GbE BaseT/ 10G SR Ethernet Ports.	
		iv. Additionally, 1GbE BaseT Ethernet Cards/ ports (Virtualized or Dedicated) need to be provided for Servers which are hosting Web Dispatcher & Reverse Proxy.	
		v. Minimum 2 Nos. cards/ports (Virtualized or Dedicated) each for Web Dispatcher & Reverse proxy for redundancy.	
		v. Functional redundancy at adapter level (Ethernet & Fiber Channel) shall be provided for all partitions/ VMs to take care of adapter failure. Additionally, System management shall be through dedicated port and shall not use the above adapters identified for partitions.	
8	Disk and Media drives	i. All servers/partitions/Virtual Machines shall be booted from SAN.	
		ii. The Boot space shall be configured as per the sizing sheet shared in RAID 1/10.	
		iii. For instances where the Boot space is not mentioned, please consider 300 GB usable space per instance.	
9	USB	A minimum of 3 or above latest USB ports shall be made available.	
10	Power supply	Server shall have provision for redundant power supply.	

11	Accessories	All required cables, power cords, rack mountable kits etc. to be provided. It is the responsibility of OEM/Vendor to visit the data center to gather inputs and make the supplied hardware in working condition.	
12	Roadmap	Roadmap of the entire server hardware is to be provided	
13	Operating System	i. Latest version of Application and DB supported 64-bit SUSE Linux (SLES for SAP)/ Red Hat Enterprise Linux (RHEL for SAP)/ UNIX/ Windows with latest Pack and latest Patch level must be provided for the RISC/CISC Servers.	
		ii. LINUX OS (SLES for SAP or RHEL for SAP) with unlimited VM licenses is to be offered with priority/production support subscription and shall fulfill proposed CPUs, HA and for all the VMs configured.	
14	Rack	Suitable Rack to be provided with the following equipment: 1) Redundant intelligent PDUs 2) Front & Back perforated doors	
15	Delivery	The vendor has to furnish details/part nos. of every component which will be cross verified with OEM	
16	Cluster/High availability	i. Active-Passive OS cluster solution is required for automatic fail-over to the secondary partition for any failure arising in one of the system due to OS, Partition/ VM and Server failure.	
		ii. Alternatively the proposed OS should support HANA systems replication (SR) services for high availability and application servers should have VM cluster/failover services for HA.	
		iii. OS Cluster licenses need to be provided for all the Database & CI Instances for Active-Passive failover.	
		iv. All High Availability instances for database should be in dedicated failover mode.	
17	Virtualization	i. Certified and proven virtualization technologies (VMware Enterprise or PowerVM Enterprise) for SAP Solutions are to be provided.	
		ii. Each SAP instance shall be configured by using SAP production supported technology	
		iii. For virtualization, additional SAPS is to be buffered for all SAP instances to level up the performance degradation of virtualization compared to bare metal (Please share the SAP note or OEM competence center certificate for the same, justifying the % age increase of SAPS buffered to meet the performance).	
		iv. Each partition/VM shall be able to run same or different versions of OS kernel, patch levels, etc, independently.	
		v. The OS of each partition/VM shall be upgradeable separately and independently without affecting the other partitions/VMs. Each partition/VM shall have the capability to start-up and shutdown independently without affecting any other partition/VM on the same server.	
		vi. Any configuration change or fault in one partition/VM shall not affect any other partition/VM.	
18	Others	i. All the following components shall be hot swappable – Disks, Power Supplies, Fans.	
		ii. Server should have indicators to identify failed external components.	

		iii. Shall have redundant Power Supplies and provision for input from at least two sources. Shall have redundant cooling fans.	
19	Server Management	i. Management Server/ console to be provided for centralized server management/ KVM Switch along with console/ HMC	
		ii. Must have the capability to provide proactive notification of actual or impending component failure alerts.	
		iii. Automatic event handling should be supported to configure actions to notify appropriate users of failures through e-mail.	
		iv. Automatic event alert forwarding to OEM remote support center and proactively call-logging system.	

Category –II SAN Storage			
S. No.	Item	Specification	Compliance
1	Architecture	i. There shall be redundant controllers and no single point of failure - it should be configured in a single point of configuration including array controller card, cache memory, Fan, Power supply etc.	
		ii. Controllers shall be true active-active while supporting all the major functionalities like Thin Provisioning, Data Tiering etc.	
		iii. The storage system must support connectivity to multiple host platforms simultaneously. The Storage System shall support: - Intelligent hardware RAID controllers to implement hardware mirroring at storage controller level - RAID levels 0, 1, 5, 6 and 1+0 and 10.	
		iv: Box should be scalable to 4 controllers.	
		v. Storage should be SAP HANA certified/Supported.	
2	Host Interface Protocols	FC and ISCSI protocols should be mandatorily supported	
3	Host Interface Ports	The storage system shall be supplied with 8/16 numbers of 16 Gbps FC ports (4 + 4) for connecting to SAN switches.	
4	Drive Interface Support	Each controller to have at least 1 No. 12 Gbps or more back-end ports for attaching disk expansion enclosures	
5	Drive Technology Support	The Storage System should have support for SSD, SAS 2.5 inch Drives (both, 10K RPM and 15K RPM), 3.5 inch NL SAS/SATA Drives.	
6	Cache	i. The Storage system should be provided with a minimum of 256 GB cache across dual controllers, and should be scalable to 384GB or more across the same pair of controllers without the addition of new controllers	
		ii. The cache should be pure controller cache and no SSD's should be provided to meet the cache requirement. The data in cache shall not be lost in case of power failure. Mechanism used to be specified by the bidder.	

		iii. In case of battery backup, a minimum of 96 hours of backup shall be provided or shall de-stage to disk.	
		iv. Bidder shall ensure that in case of de-stage mode, Dual redundant Standby power supplies are configured.	
7	Disks	i. The storage subsystem should scale more than 500 drives under dual controllers/one pair of controllers	
		ii. In case of hard disk failure, the system should be able to do dynamic reallocation of spare disk automatically without manual intervention.	
		iii. Total usable capacity to be configured is 80TB usable on RAID 6 using SAS SSF 10K or higher RPM. Each drive should be less than 4TB capacity.	
		iv. One additional hot spare disk needs to be configured for every 15 data disks of each type.	
		v. Storage to be proposed as per the SAP HANA Certified sizing guidelines.	
8	Software	SAN software modules shall be GUI/Web based. Flash Copy (Or) Volume Copy for taking full and incremental copy shall be supported.	
9	I/O	i. Automatic rerouting of I/O traffic from the host in case of primary path failure.	
		ii. The I/O interfaces from the servers shall be load balanced.	
		iii. The SAN storage should be connected to the available SAN switches.	
10	Volume / LUN Management	i. Dynamic Volume Expansion.	
		ii. Non-disruptive online microcode upgrades without impact on any application connected to storage system.	
		iii. The array should allow scalability to 512 LUNs or higher behind the controller pair.	
11	Reliability, Accessibility & Serviceability (RAS)	i. Non-disruptive component replacement/ upgrade of interfaces, disk controllers, disk drives, power supply & battery systems, cooling fans and microcode updates.	
		ii. There shall be redundant power supplies with provision for connecting to power inputs from different sources. Pro-active maintenance, self-monitoring, self-diagnosing and self-repairing features wherever possible. Call Home feature to send email alert messages to vendor support organization.	
	Others	i. The Storage System shall support multi-path automatic load balancing with no single point-of failure between Servers, SAN switch and Storage System.	
		ii. There shall not be any single point of failure in the entire SAN. Inter-operability Matrix should be publically available or letter from OEM to be submitted. The storage system shall be guaranteed to be fully compatible for Host Bus Adapters, Clustering Solution and OS offered with the Servers.	
		iii. SAN storage that have reached 'end-of-life' shall not be quoted	
	Operating System & Clustering Support	The storage array should support industry-leading Operating System platforms including: Latest versions of Microsoft Windows, VMware, and Linux.	
	Snapshot / Point in time copy / Clone	i. Offered Storage shall have the snapshot and full copy (Clone) on the thin volumes if original volume is created on thick or vice-versa.	
		ii. The Storage System shall have the Capability and license to create upto 512 point in Time Snapshot copies of volumes.	

		iii. The snapshot feature should support incremental, thin provisioned and also have the capability for the snapshot targets to become restore points for a source volume without breaking the snapshot relationship.	
		iv. Should support: - At least 512 volumes for mapping to hosts - Support at least 512 hosts the required licenses shall be included.	
	Remote Replication	i. The storage array should support hardware based data replication at the array controller level across all models of the offered family.	
		ii. It shall have incremental replication after resumption from Link Failure or failback situations.	
		iii. The Storage System shall support Synchronous & Asynchronous Replication for DR Strategy, if required.	
	Other Storage Functionality	i. The storage shall have the ability to create logical volumes without physical capacity being available (Thin Provisioned) or in other words system should allow over-provisioning of the capacity.	
		ii. The feature should be made available for the maximum supported capacity. The Storage System shall have the capability to automatically migrate data between storage tiers based on real-time usage analysis patterns, in a way that infrequently accessed data to reside on lower cost HDDs and frequently accessed data to reside on flash drives and shall include required license.	
		iii. The Storage System Should provide support for host multipathing drivers.	
	Additional Advanced Software Features Supported	The Storage System should have the capability to support Non-Disruptive Data migration across Volumes.	
	Delivery	The vendor has to furnish details/part nos. of every component which will be cross verified with OEM	
	Performance and Quality of service	Shall have capability to use more than 30 drives per array group or raid group for better performance	

Category –III SAN Switches			
S.No.	Item	Specification	Compliance
	Form factor	Standalone or 2U rack mount	
	Ports	48 SFP/SFP+ ports with fully populated 16Gb FC transceivers.	
	Media types	The SAN Switch should support 8 Gb FC and 16 Gb SFP+ transceivers: short-wave (SW), long-wave (LW), extended long-wave (ELW).	
	Port speeds	8/16 Gbps auto-sensing, full-duplex (16 Gb FC SFP+ Transceivers)	
	FC port types	Full Fabric mode: F_Port, M_Port (Mirror Port), E_Port, D_Port (ClearLink Diagnostic Port). CISCO/Brocade Access Gateway mode: F_Port and NPIV enabled N_Port.	
	Data traffic types	Unicast (Class 2 and Class 3), multicast (Class 3 only), broadcast (Class 3 only).	
	Classes of service	Class 2, Class 3, Class F (inter-switch frames).	
	Standard software	Full Fabric mode, Access Gateway, Advanced Zoning, Adaptive Networking, Advanced Diagnostic Tools, Virtual Fabrics, In-flight Compression, In-flight Encryption.	
	Performance	Non-blocking architecture with wire-speed forwarding of traffic: Aggregated throughput of 768 Gbps	
	Scalability	Maximum number of switches in the fabric: 239 Maximum frame size: 2,112-byte payload Maximum number of frame buffers per switch: 8,192	
	Cooling	Two fans built into each power supply; 1+1 cooling redundancy with two power supplies.	
	Power supply	Up to two redundant hot-swap AC (100 - 240 V) power supplies (IEC 320-C14 connector).	
	Hot-swap parts	SFP/SFP+ transceivers, power supplies with fans	
	Management ports	1 No. 10/100 Mbps Ethernet port (UTP, RJ-45); . 1 No. RS-232 port (RJ-45); 1 No. USB port (for additional firmware/log/configuration files storage).	
	Management interfaces	Web-based GUI; CLI; SMI-S; SNMP.	
	Security features	Secure Socket Layer (SSL); Secure Shell (SSH); Secure Copy (SCP); Secure FTP (SFTP); user level security, Role-based Access Control (RBAC); LDAP, RADIUS, and TACACS+ authentication; access control lists (ACLs); IP security (IPsec)	

Category –IV Network Switch			
S.No.	Item	Specification	Compliance
	Network switch	48-port 10Gig Ethernet switch	
		Each Switch with:	
		48 10G RJ-45/ 10G SR Ports	
		Stacking with Distributed Link Aggregation across the units of the Stack	
		Required Stacking cables and License	
		Redundant Power supplies	

Category –V Tape Library			
S.No.	Item	Specification	Compliance
1	Form factor	3U or Less rack mount	
2	Drive	3x LTO Ultrium 8 Drive	
3	Drive interface	4x 8Gb FC port (SFP SW optics, LC connector)	
4	Number of cartridge slots	Minimum 40 Slots	
5	Media to be supplied	40 RW Media cartridges of LT07 (6TB native) + 40 RW Media cartridges of LT07M/LT08 (9TB native or higher) + 4 Nos. cleaning cartridges	
6	Data transfer rate	LTO: Up to 360 MB/s native; up to 900 MB/s compressed (with 2.5:1 compression)	
7	Security features	Secure Socket Layer (SSL), user level security, LTO encryption (optional)	
8	Management interfaces	1x 10/100 MBps Ethernet port (UTP, RJ-45) for remote management: Web based GUI; SNMP and email notifications	
9	Host operating systems	Minimum supported OS: Microsoft Windows Server 2012 and 2012 R2; Red Hat Enterprise Linux (RHEL) 6,7 and SUSE Linux Enterprise Server (SLES) 10 and 11	
10	Power supply	There shall be redundant power supplies with provision for connecting to power inputs from different sources.	
11	ISV backup software compatibility	Arcserve Backup, ASG Time Navigator, Barracuda Yosemite Backup, Dell Net Vault Backup, EMC Networker, IBM Spectrum Protect, HP Open View Storage Data Protector, Microsoft System Center Data Protection Manager, Symantec Backup Exec, and Symantec Netback up	

Annexure - I**SAP S/4 HANA HARDWARE SIZING SHEET**

	Recommended SAPS at 65% CPU	RAM (GB)	Disk (GB) - OS,SWAP, App	Disk (GB)- Database	Remark
<u>Development Landscape</u>					
SAP ERP-S/4 HANA DB		512		2048	
SAP BW HANA DB + BO CMS DB		256		1024	BO DB goes with BW HANA DB
PO HANA Database		128		384	
GRC HANA Database		128		384	
Fiori FES HANA Database		128		384	
SAP ERP-S/4 HANA App	8000	48	200		
SAP BW App	8000	48	150		
SAP Business Objects App	8000	44	132	150	
SAP Fiori FES App	5000	40	120	150	
SAP PO App	5000	40	120	150	
SAP DMS App	5000	40	120	150	
SAP GRC App	5000	40	120	150	
<u>Quality Landscape</u>					
SAP ERP-S/4 HANA DB		1024		4096	
SAP BW HANA DB + BO CMS DB		512		2048	BO DB goes with BW HANA DB
PO HANA Database		128		384	No QAS proposed for BO & GRC
Fiori FES HANA Database		128		384	
SAP ERP-S/4 HANA Application System	8000	48	200		
SAP BW Application System	8000	48	150		
SAP Fiori FES System	5000	40	120	150	
SAP PO System	5000	40	120	150	
<u>Production Landscape</u>					
SAP ERP-S/4 HANA System (in HA)					
S/4 HANA Database (in HA)		2048		8192	DB in HA
Application Central Instance (ASCS + PAS)	20000	128		250	ASCS in Cluster with AAS
Application Servers (AAS)	20000	128		250	
SAP BW/4 HANA System					
BW/4 HANA Database + BO CMS DB		1024		4096	No HA
Application Central Instance (ASCS + PAS)	10000	64	192	200	ASCS in Cluster with AAS
Application Servers (AAS)	10000	64	192	200	

	Recommended SAPS at 65% CPU	RAM (GB)	Disk (GB) - OS,SWAP, App	Disk (GB)- Database	Remark
SAP Business Objects					
HANA Database Instance					BO DB goes along with BW/4 HANA DB
Intelligence Tier	6000	48	192	150	Multi node Cluster
Processing Tier	6000	48	192	150	
Web Tier	4000	32	128	100	
SAP Fiori FES System					
HANA Database Instance		256		768	in HA
Application Central Instance	10000	64	150	100	ASCS Cluster with Multiple Application Server
Application Servers	10000	64	150	150	
SAP PO Application					
HANA Database Instance		128		384	in HA
Application Central Instance	8000	48	144		SCS Cluster with Application Server
Application Servers	8000	48	144		
SAP Content Server (DMS)					
Database server (Active) - MaxDB	10000	64	278		No HA
SAP Solution Manager (including Saprouter, ADS)					
Database Instance - HANA		256		768	No HA
Solman App. Server (ABAP & Java Stacks)	10000	64	200		
SAP GRC System					
HANA Database Instance		256		768	No HA
Application Central Instance	5000	48	144	100	ASCS Cluster with Application Server
Application Server	5000	48	144	150	
SAP Web Dispatcher - FIORI	4000	24			Multiple application server for Portal
Reverse proxy	4000	24			For Internet scenario

Assumptions:**SAPS: 1000 SAPs per 4GB**

SECTION VIII

SAMPLE FORMS

ANNEXURES

1. BID FORM

Date.

TO:
(Name and Address of Purchaser)
Gentlemen and/or Ladies:

Having examined the Bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver. (Description of Materials / equipment) in conformity with the said bidding documents for the sum of. (total bid amount in words and in figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the Materials / equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to. 10% of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid upto (for the Bid Validity Period) specified in Clause and it will remain binding upon us and may be accepted at any time before the expiration of that period.

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

We understand that you are not bound to accept the lowest or any bid you may receive.

We certify / confirm that we comply with the eligibility requirements as per clause of the bidding documents.

Dated this.day of.....2020

[Signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

2(a). 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 Purchaser) (hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this_day _____ of_2020 .

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 Purchaser 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 Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser 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 a scheduled Bank.

2(b). PERFORMANCE SECURITY FORM

To: _____(Name of Purchaser)

WHEREAS.....(Name of Supplier)
(hereinafter called "the Supplier") has undertaken, in pursuance of Contract No.....dated.....2019
to supply.(Description of Materials / equipment and Services)
(hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier will furnish you with
a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the
Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier,
up to a total of. (Amount of the Guarantee in Words and Figures) and we undertake to
pay you, upon your first written demand declaring the Supplier to be in default under the Contract and
without cavil or argument, any sum or sums within the limit of..... (Amount of Guarantee) as
aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum
specified therein.

This guarantee is valid until the. ... day of.....20... .

Signature and Seal of Guarantors

.....

Date.20...

.....

Address:.....

.....

.....

NOTE: This will be executed on a Rs.100/- non-judicial stamp paper by a scheduled Bank.

3. CONTRACT FORM

THIS AGREEMENT made the. day of. 20.. Between.(Name of Purchaser) of the one part and.(Name of Supplier) of the other part:

WHEREAS the Purchaser invited bids for certain Materials / equipment and ancillary services viz.,(Brief description of Materials / equipment and Services) and has accepted a bid by the Supplier for the supply of those Materials / equipment and services in the sum of.(Contract Price in Words and Figures)(hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions will have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents will be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Materials / equipment and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Materials / equipment and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the Materials / equipment and services which will be supplied/ provided by the Supplier are as under:

Sl. No.	Brief Description of Materials / Equipment & services	Quantity to be supplied	Unit Price Rs.	Total Price Rs.	Delivery Terms

TOTAL VALUE: (Rupees _____ only)

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed on the day and year first above written.

Signed, Sealed and Delivered by the

said.(for the Purchaser)

in the presence of.

Signed, Sealed and Delivered by the

said.(for the Supplier)

in the presence of.

NOTE: To be executed on a Rs.100/- Non-judicial stamp paper.

4. PROFORMA FOR PERFORMANCE STATEMENT

Bid No. _____

Date of Opening _____

Time _____ Hours

Name of the Firm _____

Order placed by (full address of purchaser)	Order No. and Date	Description and quantity of ordered equipment	Date of Completion of Delivery	
			As per Contract	Actual

Remarks indicating reasons for late delivery, if any	Has the equipment been satisfactorily functioning? (Attach a Certificate from the Purchaser)

Signature of the Bidder _____

5. DETAILS TO BE FURNISHED BY THE MANUFACTURER (FORMAT-A)

1. Specification No.	:	
2. Name of the Material	:	
3. Quantity to be procured	:	
4. Last date and time for submission of Bid	:	
5. Date and time for opening of Bid	:	
6. State whether Bid guarantee is enclosed	:	
7. State whether the quotation in two parts has been submitted.	:	
8. State whether 20% minimum quantity is quoted	:	
9. Whether willing to furnish performance B.G. @ 10% if order is placed	:	
10. Whether month wise delivery schedule indicated	:	
11. Prices whether Firm	:	
12. Whether any other tax / duty payable. If so give details and the same is included / not included.	:	
13. State whether TSSPDCL terms of payment are accepted	:	
14. Quantity offered for supply	:	
15. State whether 90 days validity offered	:	
16. Whether sample is enclosed (if specified)	:	
17. Whether the material / equipment offered conform to the relevant TSSPDCL Specification	:	
18. Whether you have executed orders of the TSSPDCL previously for these items. (Please give details)	:	
19. Similar details in respect of supplies made to other utilities	:	
20. Whether Bid guarantee exemption letter enclosed, if exempted.	:	
21. Whether sales tax clearance certificate enclosed	:	
22. Whether Income-tax clearance certificate enclosed.	:	
23. Whether Warranty clause accepted	:	
24. Whether Penalty clause accepted	:	
25. Whether delivery schedule accepted	:	

6. SCHEDULE OF DEVIATION**(i) TECHNICAL**

Sl. No.	Requirements / Equipment	Specification Clause No.	Deviations	Remarks

It is hereby conformed that except for deviations mentioned above, the offer conforms to all the other features specified in Technical Specification Section _____ of this Bid Document

Place :

Signature of the Bidder :

Date :

Name :

Business address :

6. SCHEDULE OF DEVIATION**(ii) COMMERCIAL**

Sl. No.	Requirements / Equipment	Specification Clause No.	Deviations	Remarks

It is hereby conformed that except for deviations mentioned above, the offer conforms to all the other features specified in Commercial Specification Section _____ of this Bid Document

Place :

Signature of the Bidder :

Date :

Name :

Business address:

7. DECLARATION FORM

Declaration to be given by the Company in regard to relation to promoters of Blacklisted/ debarred companies by any State Government, Central Government, Central & State Govt. Undertakings/ enterprises/ Organizations and by any other Quasi Government bodies/ Organizations, World Bank or any major Enterprise/ Organization in India utilities.

I declare that, myself or any of the representatives of my company / firm do not have any relatives with promoters of blacklisted / debarred companies by any State Government, Central Government, Central & State Govt. Undertakings/ enterprises/ Organizations and by any other Quasi Government bodies/ Organizations, World Bank or any major Enterprise/ Organization in India utilities.

It is certified that the information furnished above is true to the best of my knowledge and belief. It is hereby undertaken that in the event of the above information found to be false or incorrect at a later date, the TSSPDCL is entitled to terminate the contract/agreement entered into besides recovering damages as may be found necessary, with due notice.

Signature of authorized representative

8. ELIGIBILITY CRITERIA REFERENCES

(To be enclosed with the technical bid)

1. Turnover of the Bidder

Name of the Bidder	Turnover of the Bidder		
	2016-17	2017-18	2018-19

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

PLACE:

SIGNATURE OF AUTHORISED
SIGNATORY (BIDDER)

DATE:

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

Networth

Name of the Bidder	Networth of the Bidder		
	2016-17	2017-18	2018-19

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

PLACE:

SIGNATURE OF AUTHORISED
SIGNATORY (BIDDER)

DATE:

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

9 (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: Supply, Installation and Commissioning of Hardware & Software for Implementation of S/4 HANA, in TSSPDCL, Hyderabad, under IPDS Phase -II, IT Enablement Project - Financial Proposal.

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:

9 (b) FINANCIAL BID FORMAT

RFP Bid Document No: CGM/IT/TSSPDCL/HYD/ERP/S4 HANA HW/03/2019-20

Financial Offer for Appointment of Agency for " Supply, Installation and Commissioning of Hardware & Software for Implementation of S/4 HANA, in TSSPDCL, Hyderabad, under IPDS Phase -II, IT Enablement Project"[To be submitted in duplicate]

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

SUB: Services for Supply, Installation and Commissioning of Hardware & Software for Implementation of S/4 HANA, in TSSPDCL, Hyderabad, under IPDS Phase -II, IT Enablement Project”

Dear Sir,

We are submitting our financial offer in duplicate as follows:

Financial Proposal for Supply, Installation and Commissioning of Hardware & Software for Implementation of S/4 HANA, in TSSPDCL, Hyderabad, under IPDS Phase -II, IT Enablement Project

S.No	Item Description	UoM	Qty	Unit Rate	Taxes and Duties on total qty.	Total in INR (Incl. taxes And duties)
1.	Servers	Each	As per Solution Requirement			
2.	SAN Storage		01 No.			
3.	SAN Switches		02 Nos.			
4.	Network Switch		02 Nos.			
5.	Tape Library		01 No.			

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

10. AMC COST PARTICULARS**RFP Bid Document No: CGM/IT/TSSPDCL/HYD/ERP/S4 HANA HW/03/2019-20**

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

SUB: AMC Cost 4th & 5th years for Hardware & Software supplied for Implementation of S/4 HANA, in TSSPDCL, Hyderabad, under IPDS Phase -II, IT Enablement Project”

Dear Sir,

Please find below the AMC cost particulars for the 4th & 5th year exclusive of Taxes

S.No	Item Description	Cost (in %)
1.	AMC Cost for 4 th year	
2.	AMC Cost for 5 th year	

Note:

The cost of AMC will not be considered for evaluating/finalizing the L1 Bidder. But quoting is mandatory.

Name

Authorized signatory